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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270 King Street, Newtown, NSW 2042	**phone**: 0400 288 647 **email**: william@adrianwilliam.com.au **ref**: William Pereira
co-agent		
vendor	Diadem Investment Holdings Pty Ltd ACN 654 224 432	
vendor's solicitor	Chamray Law Suite 504, Level 5, 165-167 Phillip Street Sydney NSW 2000	**phone**: 02 8027 0777 **email**: property@chamray.com.au **ref**: 26248
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	39 Weston Street, Dulwich Hill NSW 2203 LOT 101 DEPOSITED PLAN 1296947 Folio Identifier 101/1296947	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: DUPLEX	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☒ curtains	☐ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☒ internet/TV receiver	☒ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☐ clothes line	☒ other: outdoor barbecue		

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by Diadem Investment Holdings Pty Ltd ACN 654 224 432 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person Director _____ Office held _____ Signature of authorised person _____ Name of authorised person Director _____ Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

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

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

Land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☐ NO	☒ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☐ NO	☒ yes	

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

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

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

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

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

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

Supplier's name: **BNA Investments Trust**

Supplier's ABN: **52898972727**

Supplier's GST branch number (if applicable):

Supplier's business address: **Level 9, 20 Bond Street, Sydney NSW 2000**

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☒ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☒ 23 *clearance certificate*
- ☒ 24 land tax certificate

Home Building Act 1989

- ☒ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

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SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

1. I am a currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 39 Weston Street, Dulwich Hill NSW 2203, from **Diadem Investment Holdings Pty Ltd ACN 654 224 432**
to
in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Diadem Investment Holdings Pty Ltd ACN 654 224 432** and am not employed in the legal practice of a solicitor acting for **Diadem Investment Holdings Pty Ltd ACN 654 224 432** nor am I a member or employee of a firm of which a Solicitor acting for **Diadem Investment Holdings Pty Ltd ACN 654 224 432** is a member or employee.

4. I have explained
to :

   (a) The effect of the Contract for the purchase of that property;

   (b) The nature of this Certificate; and

   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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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:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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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 earnt 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 whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
25.1.1 is under qualified, limited or old system title; or
25.1.2 on completion is to be under one of those titles.
25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
25.4.1 shows its date, general nature, names of parties and any registration number; and
25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
25.5 An abstract of title –
25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
25.5.3 *normally*, need not include a Crown grant; and
25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
25.6 In the case of land under old system title –
25.6.1 in this contract 'transfer' means conveyance;
25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
25.7 In the case of land under limited title but not under qualified title –
25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
25.10 The vendor must give a proper covenant to produce where relevant.
25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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

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

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

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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These are the **SPECIAL CONDITIONS** referred to in the contract for the sale and purchase of land Edition 2026 between:

Vendor/s named on the front page of this contract ("**Vendor**")

And

Purchaser/s named on the front page of this contract ("**Purchaser**")

33. Interpretation

(a) Headings are for ease of reference only and do not affect the interpretation of this contract.

(b) If the event of any inconsistency between these special conditions and standard clauses 1-32 of the printed contract for sale and purchase of land, these special conditions shall prevail to the extent of such inconsistency.

(c) Each clause, sub-clause and special condition of the conditions of this contract shall be severable from each other clause, sub-clause and special condition and the invalidity or unenforceability of any clause, sub-clause or special condition for any reason shall not prejudice or in any way effect the validity or enforceability of any other clause, sub-clause or special condition.

34. Representations

The Purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.

35. Real Estate Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any agent other than the Vendor's agent or co-agent in circumstances which could give rise to a claim for commission or expenses in relation to the sale of the property by any such agent. The Purchaser indemnifies and agrees to keep indemnified the Vendor against any claim arising as a consequence of the breach of the warranty. It is acknowledged that this clause shall not merge on completion.

36. Amendments to Printed Conditions

The parties agree that the provisions of the printed contract for sale and purchase of land Edition 2026 are amended as follows:

(a) Clause 1:

(i) definition of "bank" is amended by deleting the words "a building society or a credit union";

(ii) definition of "requisition" is amended by deleting the words in brackets;

(iii) definition of "settlement cheque" is replaced with "an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"

(iv) definition of "work order" is amended by inserting after the word "order" the following "in writing issued by a competent authority";

(b) Clause 3 is deleted;

(c) Clause 4.5 is amended by replacing "7 days" with "14 days";

(d) Clause 5 is deleted;

(e) Clause 6 is deleted;

(f) Clause 7.1.1 is amended by deleting the words “5% of the price” and inserting instead “$1,000.00”;

(g) Clause 7.2.1, 7.2.2 and 7.2.5 are deleted;

(h) Clause 7.2.6 is amended by inserting the following words at the end of that clause "and the amount held and the net interest must then be paid to the Vendor";

(i) Clause 8.1.1 is amended by deleting the words “on reasonable grounds”;

(j) Clause 8.1.3 is amended by replacing “14 days” with “5 days”;

(k) Clause 8.2 is deleted;

(l) Clause 10 is amended as follows:

(i) add to the first line of clause 10.1 the words "or delay completion" after the word "terminate";

(ii) insert at the end of clause 10.1.1 the words “or any failure to comply with the provisions of the *Swimming Pools Act 1992* or any regulations of that Act.";

(iii) delete from clause 10.1.8 and clause 10.1.9 the words "substance" and "disclosed" and insert in lieu respectively "existence" and "noted";

(iv) insert the following at the end of clause 10.1 – “For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is

sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction";

(v) add to clause 10.2 after the word "rescind" the words "delay completion, make a requisition or claim".

(m) Clause 11 is deleted;

(n) Clause 12 is amended by replacing the words "do everything reasonable to enable" with the word "assist';

(o) Clause 13 is amended as follows:

(i) Clause 13.7.2 is amended by inserting the words "or at the discretion of the Vendor, forthwith upon demand by the Vendor after completion" after the words "on completion";

(ii) Clause 13.13 is amended by Deleting "5 business days" and replace with "1 business day";

(p) Clause 14:

(i) Clause 14.4 is amended by deleting the words "must not adjust surcharge land tax (as defined in the *Land Tax Act 1956*) but" and by replacing the words "any other" with the word "all";

(ii) Clause 14.4.2 the first two bullet points are deleted are replaced with "Land tax payable in respect of the property is adjustable on completion in respect of the amount payable by the Vendor";

(iii) Clause 14.8 is deleted;

(q) Clause 16.4 is amended as follows:

(i) adding after the word "If" the words "not less than 14 days prior to the completion date";

(ii) delete "a Party" and replace with "the Purchaser"; and

(iii) insert at the end of the clause "or obtain and provide to the purchaser a discharge of the relevant charge";

(r) Clause 17.2.2 is deleted;

(s) Clause 19 is amended by adding the following clause 19.3 "Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sales of Land) Regulation 2022 is the remedy prescribed by that regulation";

(t) Clause 23:

(i) Clause 23.5.2 is amended by replacing the words "but is disclosed in this contract" with "including special expenses";

(ii) Clause 23.6.1 is amended by deleting the words “even if it is payable by instalments”;

(iii) Clause 23.6.2 is amended by inserting the following at the end of the clause “if the contributions are payable by instalments, the purchaser is liable for the payment of all instalments due after the contract date”;

(iv) Clause 23.9, 23.13 and 23.14 are deleted;

(u) Clause 24 is deleted;

(v) Clause 25.1.1 is amended by deleting the word “limited”;

(w) Clause 25.9 is deleted;

(x) Clauses 26, 27, 28 and 29 are deleted;

(y) Clause 30:

(i) Insert the following clause after clause 30.5:

30.5A. If the matter is not settling via PEXA and the Purchaser fails to serve the form of transfer required under clause 30.1 at least 7 days before the date for completion:

(A) the Vendor may elect not to complete this contract until 7 days after the date on which the transfer is served on the Vendor; and

(B) the Purchaser may be required, at the Vendor's option, to pay interest under this contract to the Vendor from the date for completion until the earlier of:

(1) the date on which the transfer is served on the Vendor; and

(2) the date on which completion occurs.

(ii) Clause 30.7 is amended by deleting all words after “NSW”;

(iii) Clause 30.11 is deleted;

(iv) Clause 30.13.3 is deleted and replaced with the following: "serve evidence of receipt by the Australian Taxation Office of the remittance amount, within 2 business days after that evidence is obtained.";

(v) Insert a new clause 30.13.4 as follows: "From completion and until the Vendor has received evidence under clause 30.13.3, the Purchaser grants in favour of the Vendor a charge over the Property. The Vendor is entitled to lodge a caveat over the Property in respect of such charge. This clause shall not merge on completion.";

(z) Clause 31:

(i) Clause 31.2 is amended by deleting “5 business days” and replacing with “the next

business day";

(ii) Clause 31.3 is deleted and replaced so that it reads as follows:

"At least 10 days before the date for completion, serve:

(A) a copy of the Purchaser payment notification for this transaction which payment notification must include the Vendor's tax file number (if the Vendor serves its tax file number before the date the notification is submitted); and

(B) evidence that the Purchaser payment notification has been submitted to the Australian Taxation Office".

37. Condition of Property

(a) The property together with all inclusions are sold in their present condition and state of repair and subject to all faults and defects (if any), and subject to fair wear and tear between the date of this contract and the date of completion. The Purchaser acknowledges that the Purchaser buys the property and the inclusions relying on the Purchaser's own inspection and enquiries.

(b) The Purchaser acknowledges that the Purchaser will not make any objection, requisition or claim, nor delay completion or be entitled to rescind or terminate this contract in respect thereof or in respect of the presence of any sewer, manhole or vent on the property, any rainwater downpipe being connected to the sewer or any latent or patent defect in the property or any other of any matter arising out of, or in connection with, any of the matters referred to in this clause 37.

(c) The Purchaser accepts title to the property subject to any, error in the boundaries or area of the land, encroachment by structures onto or from the land, mistake or omission in describing the property or the Vendor's title to it, that may exist, whether material or immaterial.

(d) Contamination

(i) In this clause contamination means a solid, liquid, gas, odour, temperature, sound, vibration, material, chemical, mineral, substance or radiation of substance, or any other physical matter over, on or in the property that makes or may make the property or any land, water or air around or near the property unfit or unsafe for habitation or occupation by humans or animals, degraded in its capacity to support plant life, otherwise environmentally degraded, not comply with any environmental law; or present a risk of harm to the environment.

(ii) The Purchaser acknowledges that:

(A) it has carried out all of its own inquires, tests and/or inspections to ascertain the extent of any Contamination on the property;

(B) the property and any adjoining or nearby properties may be Contaminated;

(C) the purchaser will not make any objection, requisition or claim, nor delay completion or be entitled to rescind or terminate by reason of any matter referred to in this clause or relating to any Contamination of the property or any adjoining or nearby properties.

(iii) The Purchaser releases now and forever the Vendor from any claim or action by the purchaser in respect of environmental law liability, Contamination or otherwise in respect of any Contamination at, of, or emanating from the property.

(e) The Vendor does not warrant:

(i) the correctness of the boundaries or area of the property;

(ii) that any improvements purporting to be on the property are wholly on it;

(iii) that any improvements purporting to be erected on adjoining land do not encroach on the property; or

(iv) that any dividing fences are on the true boundaries of the property.

(f) The Purchaser agrees that the description and particulars of the property contained in this contract are taken to be correct. The Purchaser further agrees and acknowledges that the information in this contract is sufficient for the preparation of the transfer. The Vendor is not required to serve any further information.

(g) The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personal property on the property except the inclusions. The Purchaser must not require the Vendor to remove any furnishings, fittings, goods, rubbish or personal property at any time. The Purchaser must not make any objection, requisition or claim, nor delay completion or be entitled to rescind or terminate this contract because there are any such furnishings, fittings, goods, personal property or rubbish on the property or in or on the improvements at the time of completion or which remain thereafter completion.

(h) The Purchaser acknowledges that the Vendor will not prior to completion:

(i) if any services at the property are disconnected, be required to do anything or pay any amount for the reconnection of those services; and

(ii) be required to provide any keys or remote control devices which may be missing for any lock/door/window on the property.

38. Death and Bankruptcy

Without in any manner limiting or restricting any rights or remedies which would have been available to any party at law or in equity had this clause not been included herein, should the

Purchaser (or any one or more of them, if a party consists of more than one), prior to completion:

(a) die or become mentally ill, then the Vendor may rescind this contract by notice in writing forwarded to the solicitor named in this contract as the solicitor for the Purchaser and thereupon the within contract shall be at an end and the provisions of printed condition 19 of this contract shall apply; or

(b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented against it or enter into any scheme of arrangement with its creditors under the provisions of the *Corporations Act 2001*, or should any liquidator, receiver or official manager be appointed in respect of the Purchaser, then the Purchaser shall be deemed to be in default hereunder.

39. Notice to Complete

(a) In the event of any default or breach by the Purchaser under this contract, the Vendor is entitled to issue a notice to complete on the Purchaser.

(b) The Purchaser agrees that any notice to complete or any other notice served or given under or relating to this contract shall be deemed adequate if served with a fourteen (14) days' notice period from the date of serving such notice, and such notice is time of the essence of this contract.

(c) In the event that the Vendor serves a notice to complete, the Purchaser must pay to the Vendor by way of an adjustment on completion an additional amount of $440.00 to compensate the Vendor for the additional legal costs and other expenses incurred by the Vendor as a consequence of the service of such notice.

40. Delayed Completion

(a) If the Purchaser does not complete this contract on or before the date for completion, then on completion the Purchaser must pay to the Vendor interest on the balance of the price from the date for completion to the date of actual completion (dates inclusive) at the rate of 10% per annum and adjustments are to be made as at the earliest of the date for completion, the date possession is given to the Purchaser and the date of actual completion.

(b) Payment of interest in accordance with this clause 40 is an essential term of this contract. The Purchaser need not pay interest under this clause for any period that the Purchaser's failure to complete is caused solely by the Vendor.

(c) The interest payable under clause 40(a) is the Vendor's genuine pre-estimate of the damage suffered by the Vendor due to the Purchaser's failure to complete on the date for completion.

(d) In the event that completion does not take place on the date for completion, then, in addition to any interest payable pursuant to clause 40(a), the Purchaser must pay to the Vendor by way of an adjustment on completion an additional amount of $220.00 for each cancellation to compensate the Vendor for the additional legal costs and other expenses incurred by the Vendor as a consequence of such delay.

41. Land Tax Certificate

(a) The Vendor does not warrant the accuracy or completeness of the certificate issued under section 47 of the *Land Tax Management Act 1956* (NSW) ("Land Tax Certificate").

(b) The Vendor is not regarded as unable, not ready or unwilling to complete because of the date the Vendor serves on the Purchaser or the Purchaser's representative the Land Tax Certificate.

(c) The Vendor is entitled to serve a notice to complete on the Purchaser or the Purchaser's representative at any time following the day on which the Land Tax Certificate is served.

(d) The Purchaser shall not be entitled to make any objection, requisition or claim, nor delay completion or be entitled to rescind or terminate this contract in respect of anything disclosed in the Land Tax Certificate or this clause.

42. Building Certificate

(a) Unless annexed to this contract, the Vendor does not have a building certificate for the property under section 6.26 of the *Environmental Planning and Assessment Act 1979* (NSW) ("Building Certificate").

(b) The Purchaser cannot require the Vendor to apply to the local council for a Building Certificate or do anything else to obtain such certificate.

(c) The Purchaser agrees not to apply to the local council for a Building Certificate before completion.

(d) The Purchaser indemnifies the Vendor against any claim, action, damage, liability, cost (including legal costs on a full indemnity basis), expense or payment which the Vendor pays, suffers, incurs or is liable for in respect of any breach by the Purchaser of this clause.

43. Sydney Water Diagrams

(a) The Purchaser acknowledges that:

(i) the sewerage service diagrams and service location prints included in this Contract are the most up to date Sydney Water diagrams available in relation to the Property; and

(ii) the position of Sydney Water's sewer in relation to the Property at the time of

completion may not be as shown in the diagrams included in this Contract.

(b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation nor be entitled to rescind or terminate this Contract in respect of anything disclosed or illustrated in the diagrams included in this Contract.

44. Section 10.7 Certificate

The Purchaser acknowledges that the section 10.7 certificates annexed to this Contract is that which is currently available from the Council. The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the accuracy of such section 10.7 certificates. The provisions of this clause shall not merge on completion of this Contract. The Vendor has no obligation to provide the Purchaser with updated section 10.7 certificate.

45. Requisitions

(a) The purchaser may only make requisitions on title under clause 5 in the form of standard requisitions annexed to this contract.

(b) Requisitions on title can only be served on the vendor within 5 days after the contract date otherwise the purchaser is deemed to have waived any right to make or serve any requisitions on title.

(c) The vendor does not have to reply to the purchaser's requisitions if the requisitions are not in the form annexed to this contract or are made or served outside the time set out in this clause.

46. Deposit by Installments

(a) Where the Vendor agrees to accept a deposit of an amount less than 10% of the Purchase Price on the date of this contract, then the Purchaser shall pay the deposit by way of installments as follows:

(i) 5% of the Purchase Price on the date of this contract; and

(ii) the balance of the on the earlier of:

(A) the Vendor becoming entitled to the deposit under this contract; and

(B) Completion.

(b) In the event that the Vendor becomes entitled to the deposit under this contract, so much of the Deposit not paid by the Purchaser on the date of this Contract is a liquidated debt due and payable by the Purchaser to the Vendor.

47. Release of Deposit

(a) The Vendor discloses and the Purchaser acknowledges and agrees that from the contract date, the Purchaser irrevocably authorises the depositholder to release forthwith the whole or part of the deposit to the Vendor or as directed by the Vendor.

(b) For the avoidance of doubt, no further authority or consent will be required from the Purchaser, and this clause is deemed to be express consent of the Purchaser to release the deposit as directed by the Vendor from the date of this contract.

48. Removal of Charges

(a) The Purchaser acknowledges that the Vendor:

(i) is not obliged to remove any charge on the property for any rate, tax or outgoing until the date on which completion of this contract actually occurs;

(ii) will not be deemed to be unable, not ready, or unwilling to complete this contract by reason of the existence of any charge on the property for any rate, tax, or outgoing; and

(iii) may serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued, or at any subsequent time, there is a charge on the property for any rate, tax or outgoing.

49. Notices

(a) **Form**

Any notice to or by a party under this contract must be in writing and signed by the sender or the sender's solicitor and if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender or the sender's solicitor.

(b) **Receipt**

Any notice will be effective for the purposes of this contract on delivery to the recipient prior to 5.00 pm local time on a business day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next business day following delivery or receipt.

50. No Waiver

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of

any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

51. Governing Law and Jurisdiction

(a) This contract is governed by and will be construed under the law of the State of New South Wales.

(b) Any legal action in relation to this contract against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.

(c) Each party by execution of this contract irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

52. Successors and Assigns

This contract binds and benefits the parties and their respective successors and permitted assigns.

53. No Assignment

Except as otherwise permitted under this contract, a party cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the other parties.

54. No Variation

(a) This contract cannot be amended or varied except in writing signed by or on behalf of the parties.

(b) Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding upon that party and any annexure so added will form part of this contract as if that annexure had been annexed at the time of execution.

55. FIRB Approval

(a) The Purchaser warrants to the Vendor that if it is a “foreign corporation” or “foreign person” as defined in the *Foreign Acquisition & Take-Over Act 1975* (“the Act”), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property.

(b) The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

56. Strata Certificates

(a) Notwithstanding any other clause in the Contract or legislation, the Vendor is not obliged to serve an information certificate on the Purchaser.

(b) The Purchaser must obtain an information certificate under section 184 of the *Strata Schemes Management Act 2015* or section 174 of the *Community Land Management Act 2021* and provide a copy of same to the Vendor before completion.

(c) In the event the Vendor agrees to provide an information certificate upon request from the Purchaser in writing, the Purchaser must pay the Vendor the prescribed fee and any InfoTrack search fee incurred for the certificate by way of an adjustment at completion.

57. Goods and Services Tax

(a) GST Definitions and Interpretation

In this clause:

(a) words used in this clause which have a particular meaning in the "GST law" (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires.

(b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member.

(c) if the GST Act treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

(d) to the extent there is an inconsistency between the provisions of clause 13 and this clause, this clause will prevail.

(e) this clause does not merge on completion.

(b) Price inclusive of GST

Subject to clause 57(c), the purchase price and any other amount referred to in this contract or any adjustment to be made under this contract is inclusive of GST (if any), unless expressly provided otherwise.

(c) GST Gross Up

(a) Despite clause 57(b), if any supply made under or in connection with this contract is a taxable supply, is subject to GST, or becomes subject to GST at any time (whether before, on or after completion), then in respect of that supply:

(i) the consideration otherwise payable or provided for that supply is treated as the GST-exclusive consideration, and the purchaser must pay an amount to the vendor, in addition to that relevant GST-exclusive consideration; and

(ii) the additional amount payable is:

(A) an amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and

(B) payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates, or, if the GST becomes payable to the Australian Taxation Office after that consideration has been paid, within 10 business days after the vendor demands payment from the purchaser.

(b) The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the GST Act).

(c) If on completion all amounts to be adjusted under this contract are not actually adjusted, the vendor must give the purchaser another tax invoice or an adjustment note (as the case requires) within 14 days after any further adjustment is made.

(d) The purchaser indemnifies and will keep indemnified the vendor to the fullest extent in respect to any GST liability, and any related penalties, general interest charges, fines or costs arising out of this contract or the transaction contemplated by this contract.

(e) To the extent of any inconsistency between this clause 57(c) and clause 57(b), this clause 57(c) prevails.

(f) This clause 57(c), and the purchaser's obligations under it, do not merge on completion and continue notwithstanding completion.

58. Solar Panels

The Purchaser acknowledges that if there are solar panels installed on the property being the subject of this Contract, then the parties agree as follows:

(a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser.

(b) The Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels.

(c) The Vendor makes no representations or warranties with respect to the solar panels in

relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

59. Conditions of Sale by Auction

(a) If the property is, or is intended to be, sold at auction, then this clause shall apply.

(b) "Bidders record" means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the *Property, Stock and Business Agents Act 2002*.

(c) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(i) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

(ii) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor

(iii) The highest bidder is the purchaser, subject to any reserve price;

(iv) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

(v) the auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

(vi) a bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(vii) a bid cannot be made or accepted after the fall of the hammer; and

(viii) as soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(d) The following conditions, in addition to those prescribed by subclause (c), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(i) all bidders must be registered in the bidders record and display an identifying number when making a bid;

(ii) subject to subclause (e), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(iii) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

(e) The following conditions, in addition to those prescribed by subclauses (c) and (d) are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(i) more than one vendor bid may be made to purchase interest of a co-owner;

(ii) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(iii) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller; and

(iv) before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

60. Residential Tenancy

(a) If the cover page of the Contract indicates that the property is sold subject to existing tenancies, and a Residential Tenancy Agreement (Agreement) is attached to this Contract, then the following conditions apply:

(b) The rental payable under the Agreement and details of any rental bond (if applicable) are set out in the Agreement.

(c) The Purchaser acknowledges that prior to entering into this Contract, it has inspected the existing Agreement and has satisfied itself in respect of the existing tenancies. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation, or rescind or terminate the Contract in respect of any term or condition therein or any matter arising therefrom.

(d) The Vendor provides no warranties that the Agreement will be in force at the completion date.

(e) The Purchaser shall not be entitled to make any objection, requisition or claim, nor delay completion or be entitled to rescind or terminate this contract in the event that, on or before completion, the tenant vacates the premises:

(i) on expiry of the Agreement;

(ii) following lawful termination of the tenancy by the tenant or by the Vendor with the Purchaser's consent; or

(iii) by abandoning the premises in repudiation of the Agreement.

(f) The Vendor will not grant any new Agreement in respect of the property following exchange of the Contract without the prior written consent of the purchaser which is not to be unreasonably withheld.

(g) The Purchaser acknowledges that any fixtures and fittings owned by the tenant (Tenant's Property) is excluded from the sale, and that the Purchaser has relied entirely on its own inquiries in identifying the Tenant's Property. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation, or rescind or terminate the Contract in this respect.

(h) The Vendor will be entitled to call upon the Rental Bond in satisfaction of any amount owing to the Vendor and:

(i) shall notify the Purchaser of the amount due to the Vendor and the amount claimed by the Vendor from the Rental Bond;

(ii) the Vendor is not obliged to ensure that the tenant replenishes the Rental Bond on or before completion; and

(iii) the Purchaser shall not be entitled to make any objection, requisition or claim, nor delay completion or be entitled to rescind or terminate this contract in this respect.

(i) Notwithstanding clause 14 of this contract, when adjusting the rent the Vendor will be entitled to deduct any fees and disbursements that the Vendor has paid to the managing agent for collection of the rent for the whole of the period to the which the rent payment relates.

(j) On completion, the Vendor will give to the Purchaser a notice addressed to the tenant advising it of the sale in accordance with Section 76 of the *Residential Tenancies Act 2010* (NSW) which the Purchaser will serve on the tenant promptly after completion.

61. Guarantee

(a) This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause 61 is an essential term of this contract.

(b) The word "Guarantor" means:

(i) two of the directors of the Purchaser, or;

(ii) if the Purchaser is a sole director/secretary corporation, the sole director/secretary, and/or;

(iii) any other person nominated as follows:

……

……

(c) If the Guarantor has not signed this clause, the Vendor may terminate this contract by serving a notice, but only within fourteen (14) days after the contract date.

(d) In consideration of the Vendor entering into this contract at the Guarantor's request, the Guarantor guarantees to the Vendor:

(i) payment of all money payable by the Purchaser under this contract; and

(ii) the performance of all of the Purchaser's other obligations under this contract.

(e) The Guarantor:

(i) 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

(ii) must pay on demand any money due to the Vendor under this indemnity.

(f) The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:

(i) the performance by the Purchaser of its obligations under this contract; and

(ii) 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.

(g) The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.

(h) If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.

(i) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

(i) the granting of any time, waiver, covenant not to sue or other indulgence;

(ii) the release or discharge of any person;

(iii) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;

(iv) 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; or

(v) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or the winding up of the Purchaser.

(j) This clause binds the Guarantor and the executors, administrators and assigns of the

Guarantor.

(k) This clause operates as a Deed between the Vendor and the Guarantor.

Executed by the Guarantor

Signed, sealed and delivered by the **Guarantor** in the presence of:

Signature of Witness	Signature of Guarantor
Full name of Witness	Full name of Guarantor

Executed by the Guarantor

Signed, sealed and delivered by the **Guarantor** in the presence of:

Signature of Witness	Signature of Guarantor
Full name of Witness	Full name of Guarantor

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 101/1296947

SEARCH DATE	TIME	EDITION NO	DATE
26/8/2026	8:24 AM	1	6/3/2026

LAND

LOT 101 IN DEPOSITED PLAN 1296947
AT DULWICH HILL
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1296947

FIRST SCHEDULE

DIADEM INVESTMENT HOLDINGS PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1296947 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26248... PRINTED ON 26/8/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 26/08/2026 08:24:45

Req:R711343 /Doc:DP 1296947 P /Rev:06-Mar-2026 /NSW LRS /Prt:26-Aug-2026 08:26 /Seq:1 of 4
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COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	ORIGIN	STATE
	EASTING	NORTHING				
SSM 50893	327 868.779	6 247 516.567	B	0.02	SCIMS	FOUND
SSM 50894	327 958.632	6 247 582.912	B	0.02	SCIMS	FOUND
SSM 50895	328 072.507	6 247 706.508	B	0.02	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 01-08-2025 MGA ZONE: 56 MGA DATUM: GDA2020						
COMBINED SCALE FACTOR 0.999958						

MGA(2020) SCIMS

SSM 50893 FD EST'D

SSM 50895 FD EST'D "X"

47° 00' 21" ~ 278.549 (MGA GROUND)
47° 00' 33" ~ 278.535 (SURVEY)

233° 33' 32" ~ 111.698 (MGA GROUND)
233° 34' 05" ~ 111.690 (SURVEY)

222° 39' 21" ~ 168.065 (MGA GROUND)
222° 39' 21" ~ 168.061 (SURVEY)

SSM 50894 FD EST'D "Y"

SSM-CNR 119° 24' 00" ~ 80.998

WESTON STREET

(ALIGNED 2.54 – 10.16 – 2.54)
(P5–2140)

RM GONE (DP378142) DH&W AT CNR GONE (DP866691) RM DH&W FD 135°25'50"~1.17 (DP866691)

KERB 2.54 47°

RM GONE (DP883855) DH&W AT CNR GONE (DP866691) RM GONE (DP364013) RM DH&W FD 79°27'50"~2.15 (DP866691) DH&W AT CNR GONE (DP364013) DH&W AT CNR GONE (DP364013) DH&W AT CNR GONE (DP364013) RM GONE (DP364013) RM DH&W FD 111°14'05"~2.745 (DP882283) DH&W AT CNR GONE (DP882283) DH&Ws AT CNR GONE (DP441172) RM GONE (DP441172) RM GONE (DP882283) 136°15'20"~4.03 (DP441172) 137°31'20"~4.04 (DP441172) 137°39'20"~4.04 (DP441172) RM GONE (DP441172) (2.52) OCC RM DH&W FD 131°04'30"~2.515 (DP845825) RM GONE (DP644778) RM DH&W FD 135°51'50"~2.42 (DP845825) (NOW GONE) RM DH&W 132°22'30"~11.01 RM GONE (DP437923) RM DH&W 181°17'~3.355 (2.46) OCC DH GONE (DP437923) (2.475) OCC (DP514262) RM GONE (DP437923) (0.06) (2.475) OCC (DP514262) LINE 2.54 RM GONE (DP514262)

17.28 | 14.305 | 29.69 (SVY & DP882283) | 13.58 | 13.755 | 5.79 | 3.785 | 3.78 | 3.79 | CNR-OCC 15.26 | BKP OCC-CNR 15.23 (SVY & DP845825) 02' | 7.455 | 7.84 DH ATOP RBKW | 7.62 | 7.62 | 7.635 | 7.61 | OLD BKW 7.52 | 50" NAIL FD (DP514262) | OLD BKW | OLD CONC. KASL

PORCH
OLD BRICK TOWNHOUSES
CNR-CNR 74.97 (SVY & DP866691)
OLD BRICK BLDG
(DP845825) (1.875) 135°31'40"
(0.03) (DP845825)
OLD BRICK DUPLEX
137°20'50"~2.135 CENT 0.23 BKW (DP437923)
136°46'50"~3.175 (DP514262)
OLD BRICK DUPLEX
76° 30' 04" ~ 205.552 SSM-CNR

101 100
SEE DIAGRAM SHEET 2
24.65 | 33' | 316° | 20" | 34.695 | 137° | 28' | 20"
316° 16' 50" 11.125
7.28 | 222° | 49' | 50" | 7.385
CNM RM BLD CNR 140°49'~12.30
CNM RM DH&W FD 317°28'20"~0.46 (DP437923)

B DP 378142 | 511 DP 883855 510 | 50 DP 866691 | A A1 B C | SP 62030 | SP 62029 | D E F G | 7 | 8 | 21 | 22 | B | A | 2 | 1

DP 364013 (DP 882283) DP 441172 SEC 3 DP 979278 DP 845825 DP 437923 DP 514262

HAWTHORNE CANAL

4389–3000

BKW DENOTES BRICK WALL
BKP DENOTES BRICK PIER
CNM DENOTES CORNER NOT MARKED (INACCESSIBLE)
DH DENOTES DRILL HOLE
KASL DENOTES KERB AS LAID
OCC DENOTES OCCUPATION
RBKW DENOTES RENDERED BRICK WALL

SURVEYOR NAME: HUY DUC XUAN THAI Date: 15.12.2025 Reference: 250440-DP	PLAN OF SUBDIVISION OF LOT 1 IN DP 986657	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:300 Lengths are in metres	Registered: 06/03/2026	DP1296947

Req:R711343 /Doc:DP 1296947 P /Rev:06-Mar-2026 /NSW LRS /Prt:26-Aug-2026 08:26 /Seq:2 of 4
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PLAN FORM 2 (A2)

KASL DENOTES KERB AS LAID
RBKW DENOTES RENDERED BRICK WALL
TPF DENOTES TIMBER PALING FENCE
YO DENOTES YEARS OLD

DIAGRAM

SCALE 1:100

WESTON (ALIGNED 2.54 – 10.16 – 2.54) STREET
(P5–2140)

KERB
RENDER (2.53)
RENDER (2.48)
LINE
CNR OF BRICK BENEATH RENDER ON BDY CNR (DP845825)
RECENT CONC KASL (0.025)
RECENT CONC KASL (0.01)
2.54
2.54
47° 02' 50"
7.62
7.62
RENDER (0.015)
(2.565)
137°
316°
RBKW (30+ YO)
(0.01)
FACE OF BRICK ON BDY (DP845825)
(1.18)
BALCONY
(1.16)
BALCONY
(1.17)
(1.15)
NAIL
CENTRE OF 0.27 BRICK PARTY WALL (13.07)
BRICK & RENDERED DUPLEX
RECENT TWO STOREY
02'
137°
RBKW (30+ YO)
(0.05)
(0.05)
(0.05)
(0.1)
TPF (30+ YO)
(0.22)
(0.02)
BRICK BUILDING (30+ YO)
28'
34.695
(0.03)
(0.07)
TPF (30+ YO)
(1.03)
50"
ALFRESCO
(0.97)
ALFRESCO
(0.93)
(1.01)
(19.605)
NAIL
24.65
33'
BRICK BUILDING (30+ YO)
(0.05)
(0.07)
OLD AWNING
(0.05)
TPF
20"
316°
(15+ YO)
16'
FACE OF WALL ON BDY
50"
LOW RENDERED BRICK WALL (30+ YO)
~ 11.125
FACE OF WALL ON BDY
(0.16)
(0.03)
(0.05)
50"
FENCED
49'
NOT
222°
(0.01)
LOW BRICK WALL (30+ YO)
7.28
CANAL
7.385
LOW BRICK WALL (30+ YO)
FACE OF WALL ON BDY
~ 35.24
20"
RBKW (30+ YO)

B
DP 437923

22
DP 845825

100
261.9m²

101
264.8m²

CANAL
HAWTHORNE
4 3 8 9 – 3 0 0 0

MGA(2020)
SCIMS

SURVEYOR	
NAME:	HUY DUC XUAN THAI
Date:	15.12.2025
Reference:	250440-DP
PLAN OF SUBDIVISION OF LOT 1 IN DP 986657	
L.G.A.:	INNER WEST
Locality:	DULWICH HILL
Reduction Ratio:	1:100
Lengths are in metres	
Registered:	06/03/2026
DP1296947	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 06/03/2026

Title System: TORRENS

Office Use Only

DP1296947

PLAN OF SUBDIVISION OF
LOT 1 IN DP 986657

LGA: INNER WEST
Locality: DULWICH HILL
Parish: PETERSHAM
County: CUMBERLAND

Survey Certificate

I, HUY DUC XUAN THAI.....

of RGM PROPERTY SURVEYS PTY LTD .....

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 15.12.2025 ....., or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: SSM 50895 – SSM 50894 ("X-Y")

Type: *Urban/*~~Rural~~

The terrain is *~~Level-Undulating / *Steep-Mountainous~~.

Signature: ..... Dated: 15-12-2025

Surveyor Identification No: 8258 .....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office:

Subdivision Certificate

I, KERRY HUNT

Authorised Person/~~General Manager~~/*~~Registered Certifier~~, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Registration number: .....

Consent Authority: INNER WEST COUNCIL

Date of endorsement: 26/2/2026

Subdivision Certificate number: SC2026/0005

File number: DA2022/1104

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~

DP 364013	DP 845825	DP 378142
DP 437923	DP 866691	
DP 441172	DP 882283	
DP 514262	DP 883855	
DP 644778	DP 979278	

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 250440-DP

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Document Set ID: 41558404
Version: 1, Version Date: 17/02/2026

Req:R711343 /Doc:DP 1296947 P /Rev:06-Mar-2026 /NSW LRS /Prt:26-Aug-2
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PLAN FORM 6A (2020) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 06/03/2026

Office Use Only

DP1296947

PLAN OF SUBDIVISION OF
LOT 1 IN DP 986657

Subdivision Certificate number: SC2026/0005

Date of Endorsement: 26/2/2026

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF STREET ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
100	37	WESTON	STREET	DULWICH HILL
101	39	WESTON	STREET	DULWICH HILL

Approved by Owner

Company name: DIADEM INVESTMENT HOLDINGS PTY LTD

Company ACN or ABN: 98 101 829 387

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: .....

Name of authorised person: Babak Moini

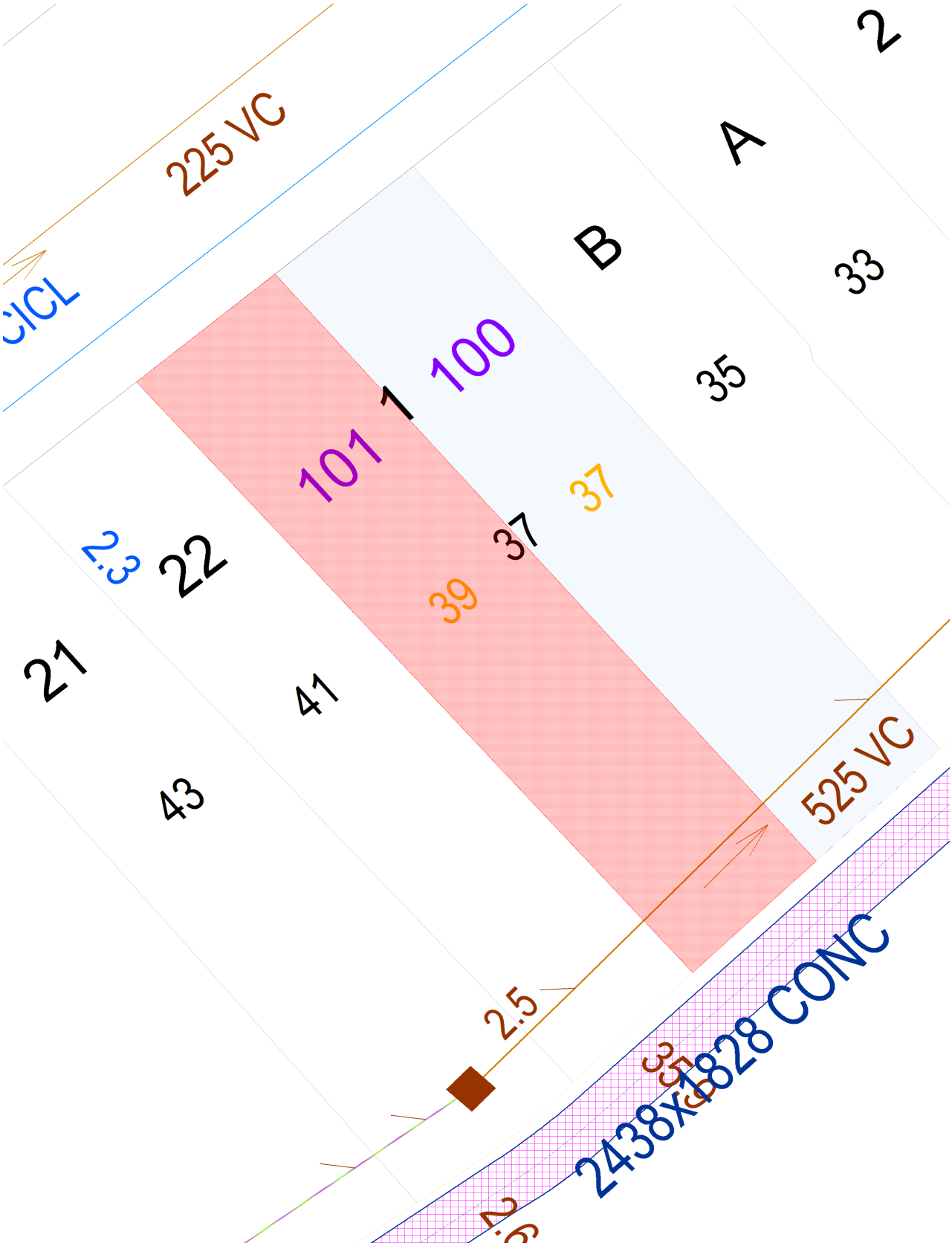
Position: Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 250440-DP

Service Location Print

Application Number: 8005497187



Document generated at 26-08-2026 08:40:11 AM

Disclaimer

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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

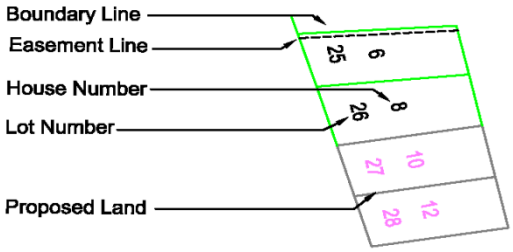
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

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

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

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

26 August 2026

Infotrack Pty Limited

Reference number: **8005497186**

Property address: **39 Weston St Dulwich Hill NSW 2203**

Sewer service diagram is not available

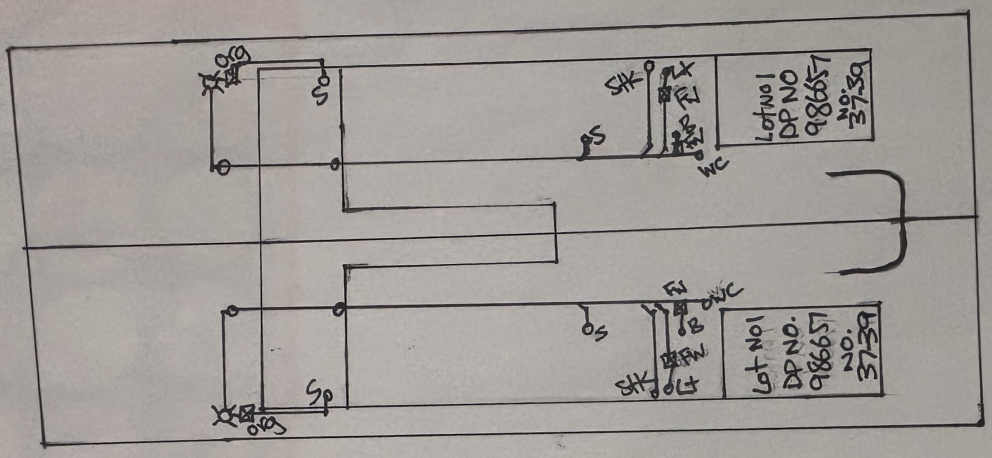
Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team



SEWER SERVICE DIAGRAM

Lot No. 1 DP No. 986657 House No. 3739

Street Weston St

SUBURB OF Dulwich Hill

LGA. Inner West

Licence No. 126174C

SCALE 1:200

SSD No.

Now / COC No.

Date 12-2-26

Signature:

Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)	Chr	Chamber
Inspection Shaft	B	Basin	(L)	Trough (laundry)	Pit	Pit
Inspection Opening	Bth	Bath Waste	WC	Water Closet	G	Grease Interceptor
GRG Gully	Bid	Bidet	Vent	Vertical Pipe		Pump Unit
FW	CO	Clean Out	WS	Waste Stack		Onsite Treatment System
Vertical Junction	FW	Floor Waste Gully	SVP	Sewer Vent Pipe		Reflux Valve
Sloped Junction	Shr	Shower	V	Vent Pipe	Sealed	Capped Point
On Back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap	Prov	Provisional (future) drain point

NOTES:
- This diagram was supplied by the plumber/drainer whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

© State of New South Wales through NSW Fair Trading April 2014

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/3728

Fee: $62.00

Certificate Date: 26/08/2026

Applicant	Owner (as recorded by Council)
InfoTrack DX 578 SYDNEY ecertificates@infotrack.com.au	Diadem Investment Holding Pty Ltd

Subject property address (if applicable)	Legal description
39 Weston Street DULWICH HILL NSW 2203	Lot 101 DP 1296947

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979 ("the Act")* and Schedule 2 of the *Environment Planning and Assessment Regulation 2021,* the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

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

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Inner West Comprehensive Development Control Plan 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill
- Marrickville Development Control Plan 2011

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Inner West Development Control Plan

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide residential development that maintains the character of built and natural features in the surrounding area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation, Centre-based child care facilities; Dwelling houses; Group homes; Home business; Home industries; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; 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; Biosolids treatment facilities; Boarding houses; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

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

NO

2. Zoning and land use under relevant environmental planning instruments

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

NO

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
   - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
   - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
   (a) The name of this region is the Greater Sydney region.
   (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

   Continued 7.23 determination means a s7.23 determination that –
   (a) Has been continued in force by the Act, Schedule 4, Part 1, and
   (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Pattern Book Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

5. Exempt Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

YES

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

NO

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

Note:

- The property is located within the Flood Planning Area, as determined through Inner West Council's adopted Flood Studies, and is identified as a Flood Affected Property under Council's Development Control Plan.
- Clause 5.21 – Flood Planning of the Inner West Local Environment Plan 2022 applies all development.
- Further information on flooding, including copies of Council's adopted Flood Studies, can be found on Council's Flooding webpage at https://www.innerwest.nsw.gov.au/rivers-and-waterways/flooding.
- If you wish to obtain specific information about flood levels in the vicinity of the property you may choose to apply for a Flood Certificate. Please see https://www.innerwest.nsw.gov.au/building-and-environment/flood-certificate for further information.
- For further information, please contact Council's Stormwater and Asset Planning Team.

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

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

a) Land slip	**NO**
b) Bushfire	**NO**
c) Tidal inundation	**NO**
d) Subsidence	**NO**
e) Acid sulfate soils	**NO**
f) Contamination	**NO**
g) Aircraft noise	**NO**
h) Salinity	**NO**
i) Coastal hazards	**NO**
j) Sea level rise	**NO**

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

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

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

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

NO

17. Biodiversity certified land

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

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

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

NO

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

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

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

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

   NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

   NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

   NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

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 in this certificate 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 2 of the *Environmental Planning and Assessment Regulation 2021* 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 and Environment.

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



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

ZED
CERTIFIERS

CONSTRUCTION CERTIFICATE - OCCUPATION COUNCIL LETTER

22nd April 2026

The General Manager
Inner West Council
Po Box 14
Petersham NSW 2049
Attention: Planning Department

Dear Sir/Madam,

RE: 37 Weston Street, Dulwich Hill NSW 2203
Occupation Certificate – 3055/2016

Please find attached a copy of the Occupation Certificate for the above development that has been granted by the Principal Certifying Authority.

The certificate relates to proposed **Two-Storey Dwelling on Each Lot** at the above address.

Together with the Certificate, we have enclosed the following for Council's record:

1. **Application Form**
2. **BASIX Compliance Certificate**
3. **Final Identification Survey Report**
4. **Structural Engineer's Certificate**
5. **Electrical Compliance Certificate**
6. **Smoke Alarm Installer's Letter**
7. **Plumber's Compliance Certificate**
8. **Stormwater Drainage Compliance**
9. **Glazing Compliance Certificate**
10. **Waterproof Compliance Letter**
11. **Termite Installer's Certificate**

We have attached a cheque for the registration of this certificate. In forwarding the receipt for this payment it is requested that reference be made to the address of the premises.

If you have any queries regarding the above please do not hesitate to contact Omar Bassam Zaher on 0400983004.

Yours faithfully,

Omar Bassam Zaher
Accredited Certifier

Po Box 6385
Baulkham Hills
NSW 2153

ABN: 416 0300 6426
M: 04 0098 3004
E: omar@zedcertifiers.com

ZED CERTIFIERS

FINAL OCCUPATION CERTIFICATE

CERTIFICATE NO.
3055/2016

SECTION A. THE APPLICATION

1. DETAILS OF THE APPLICANT

☑ Mr ☐ Ms ☐ Mrs ☐ Dr Other:

First Name
Alex
Family Name/Name of Company and ABN
Tadros
Unit/Street No.
6
Street Name
Woolcott Street
Suburb or Town
Earlwood
State
NSW
Postcode
2206

2. DETAILS OF THE PROPERTY

Unit/Street No.
37
Street Name
Weston Street
Suburb or Town
Dulwich Hill
Postcode
2203
Lot No.
1
Section
DP/SP No.
986657
Volume/Folio

3. DESCRIPTION OF THE BUILDING

Construction of a Two Storey Dwelling House on Each Lot with Associated Parking and Landscaping

4. CLASS OF BUILDING

Classification of the building under the Building Code of Australia
Note: If parts of the building will have different classes, include all classes.
Class 1a, Class 10a

5. DATE OF THE APPLICATION

27th December 2025

6. DATE APPLICATION RECEIVED BY THE PRINCIPAL CERTIFYING AUTHORITY

27th December 2025

ZED CERTIFIERS

FINAL OCCUPATION CERTIFICATE

CERTIFICATE NO.
3055/2016

SECTION B. PRINCIPAL CERTIFYING AUTHORITY - PCA

Name
Omar Bassam Zaher
Address
Po Box 3648, Rouse Hill NSW 2155

Accreditation No.
BDC 2488

SECTION C. ATTACHMENTS - TICK BOX/S AS APPLICABLE

☐ Fire safety schedule ☐ Fire link conversion schedule ☐ Fire safety certificate

Note: See clause 155(3) of the EP&A Regulation 2000 for attachments if the application for the occupation certificate arises solely from a fire link conversion.

SECTION D. CERTIFICATION

I certify that:

A current development consent is in force for the building
A current construction certificate has been issued with a respect to the plans and specifications for the building work that has been carried out
The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia

☐ A fire safety certificate has been issued for the building*

☐ A report from the Fire Commissioner has been considered*

*Tick as applicable.

Signed (must only be signed by the PCA)

SECTION E. DATE

Date of this certificate
22nd April 2026

Certificate in respect of insurance for residential building work

Policy No: HBCF24052058 **Policy Date:** 17/09/2024

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	Demolition of existing house and construction of new 2 storey duplex
At	
	39 Weston Street
	Dulwich Hill New South Wales 2203
Site plan number^	NA
Site plan type^	NA
Homeowner	BNA Investments Pty Ltd
Carried out by	Danny Zanzoul
Licence number	222090C
Builder job number^	
Contract amount^	$617,200.00
Contract date^	03/07/2024
Premium paid	$4,046.61
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$4,851.88

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF24052058 **Issued on:** 17/09/2024

Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ | Insurance and Care NSW 2020

GENERAL REQUISITIONS ON TITLE

Vendor: DIADEM INVESTMENT HOLDINGS PTY LTD
Purchaser: The Purchaser/s named on the front page of the contract
Property: 39 Weston Street, Dulwich Hill NSW 2203 (Folio Identifier (101/1296947)
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. 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*.)
4. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

5. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
6. 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.
7. 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.
8. When and where may the title documents be inspected?
9. 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

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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?

Affectations

12. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
13. Is the vendor aware of:
    (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
    (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
14. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Enquiry ID	4616571
Agent ID	81429403
Issue Date	26 Aug 2026
Correspondence ID	1840170193
Your reference	26248

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1296947/101	39 WESTON STREET DULWICH HILL	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,



Phil Minns

Chief Commissioner of State Revenue

Revenue NSW
GPO Box 4042, Sydney NSW 2001 | DX 456 Sydney
T 02 7808 6900 | revenue.nsw.gov.au

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/taxes/land/clearance.

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 servce at www.revenue.nsw.gov.au



1300 139 816*



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

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

Australian Government
Australian Taxation Office

DIADEM INVESTMENT HOLDINGS PTY LTD
C/- SABASTIAN SABA
SUITE 504 165-167 PHILLIP STREET
SYDNEY NSW 2000

Our reference: 7173512402123
Phone: **13 28 66**

17 August 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello,

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

Notice number	2411252515700
Vendor name	DIADEM INVESTMENT HOLDINGS PTY LTD
Clearance Certificate Period	30 July 2026 to 13 August 2027

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

Yours faithfully,
Ben Kelly
Deputy Commissioner of Taxation

Need help?

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

Contact us

In Australia? Phone us on **13 28 66**

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