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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 270-276 KING STREET, NEWTOWN NSW 2042	**phone**: 0424732006 **email**: james@adrianwilliam.com.au **ref**: JAMES ZAMAGIAS
co-agent		
vendor	SHELDON MARK WADE	
vendor's solicitor	Walter T Lyubicic & Associates 117 The Crescent Fairfield NSW 2165	**phone**: +61413 621 508 **email**: walter@lyubicicandassociates.com **ref**: WADE
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	12/1-11 CANTERBURY RD CANTERBURY NSW 2193 LOT 12 STRATA PLAN SP87778 Folio Identifier 12/SP87778	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
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:		

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 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**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	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☐ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)		
Manual transaction (clause 30)	☒ NO	☐ yes (if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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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

THE STRATA COLLECTIVE
LEVEL 15, 46 MARKET STREET, SYDNEY NSW 2000
info@thestratacollective.com.au
9137 2320

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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
Department of Primary Industries and Regional Development	Owner of adjoining land
Electricity, gas and telecommunications	Privacy
Homes NSW	Subsidence Advisory NSW
	Transport agencies
	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.

LAWYERS & CONVEYANCERS BURWOOD NSW 2134

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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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FURTHER SPECIAL CONDITIONS

VENDOR(S) :

PURCHASER(S) :

1. This Contract is deemed to be amended as follows:

1.1 the definition of "adjustment date" – delete word "completion" and insert in its place the words "the due date for completion in accordance with this Contract.

1.2 the definition of "bank" – delete "a building society or a credit union".

1.3 The definition of "settlement cheque" – deleted and insert in its place.

"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".

1.4 By inserting at the end of the sentence in clause 2.4 "and providing a copy of the remittance of such transfer to the deposit holder and the vendor's solicitor within one (1) hour of making such transfer".

1.5 By the deletion in clause 7.1.1 of the figure "5%" and substituting in place of this figure "$500.00".

1.6 By the deletion in clause 7.2.1 of the figure "10%" and substituting in place of this figure, the figure "1,000.00".

1.7 By deleting Clause 13.2 and inserting in its place:

"If the Contract says this sale is a taxable supply in full and does not say the Margin Scheme applies to the property, then the:

13.2.1. Purchase price is considered to be exclusive of GST and the Purchaser's must pay to the Vendor on completion in addition to the purchase price the amount of the GST on both the purchase price and all adjustments (including any additional legal costs enforced against the Purchaser pursuant to the Special conditions herein), which additional amounts shall be deemed to be part of the balance of the purchase price due and payable on completion; and

13.2.2 The Vendor shall provide the Purchaser with a Tax Invoice on completion thereby enabling the Purchaser to claim an input tax credit for the amount of GST paid.

1.8 by deletion of Clause 13.8.

1.9 by deleting clause 14.4.2 and insert in its place the words "by adjusting the actual amount of land tax payable by the Vendor for the land tax year".

1.10 by the deletion of clause 16.8.

1.11 by inserting a new Clause 18.8:

"As a condition of the Vendor granting possession of the property to the Purchaser prior to Completion, the Purchaser accepts the Property in its state and repair as at the date the Purchaser takes possession, subject to the right of the Vendor to enter the property and remove any item listed as a exclusion on the front page of this Contract upon reasonable notice and at any time prior to Completion".

1.12 the deletion of Clause 20.6.5 and inserting in its place :

"served if it is sent by email or fax to the party's Solicitor except if"

1.12.1 the sender's machine indicated a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, service shall not be deemed to have been effected; or

1.12.2 the fax transmission is not completed before 5.00 pm (local time) on a business day, service shall be deemed to have been effected at 9.00 am on the next business day; or

1.12.3 the sender received an e-mail indicating that the recipient has either not received the e-mail or the sending of the e-mail has been delayed; or

1.12.4 the e-mail is not sent before 5.00 pm (local time) on a business day, service shall be deemed to have been effected at 9.00 am on the next business day."

1.13 by the deletion of clause 23.6 and inserting in its place :

"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 levied before the Contract date (unless it relates to work not started by that date), even if it is payable by instalments;

23.6.2 the Vendor is also liable for it to the extent it relates to work started by the owners corporation before the Contract date; and

23.6.3 the purchaser is liable for all other contributions levied after the Contract date."

1.14 by the deletion of the first sentence of clause 23.14.

2. Where before completion a party (or any one of them):-

2.1 if a natural person – dies or is found by a court of competent jurisdiction to be incapable of administering his estate of affairs or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors then the Vendor may rescind this Contract by notice in writing to the other party whereupon this Contract shall be at an end and the provisions of Clause 19 shall apply; or

2.2 if a company – resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager, receiver or administrator appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors thereupon that party shall be deemed to be in default hereunder.

3. The property together with all appurtenances and inclusions is sold in its present condition, state of repair and subject to all faults and defects, both latent and patent. The Purchaser acknowledges that he buys the property and appurtenances and inclusions aforesaid relying on his own inspection, knowledge and enquiries and that he does not rely wholly or partly on any statement or representation made to him by or on behalf of the Vendor. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property or appurtenances or inclusions as aforesaid.

4. The Purchaser warrants that the Purchaser has not been introduced to the property or the Vendor by any agent other than the agent (if any) specified herein and shall indemnify the Vendor in relation to any claim against the Vendor arising out of any breach of this warranty by the Purchaser.

5. In addition to any other rights which may exist in law or in equity any Notice to Complete validly given by one part hereto to the other shall be sufficient as to time of a period of fourteen (14) days from the receipt of the Notice is allowed for completion. The party giving such notice shall be at liberty at any time to withdraw the said notice without prejudice to a continuing right to give any further such notice.

6. If the Purchaser does not complete this purchase by the completion date, other than due to any default of the Vendor, the Vendor is entitled to recover from the Purchaser as liquidated damages payable on completion :-

   6.1 interest on the purchase price at the rate of nine per cent (9%) calculated at a daily rate from the adjustment date to the actual date of completion; and

   6.2 the sum of Three Hundred and Thirty Dollars ($330.00) to cover legal costs and other expenses incurred as a consequence of the default.

It is agreed that the above amounts are a genuine pre-estimate of the damages suffered by the Vendor as a consequence of the Purchaser's default and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such amounts are paid to the Vendor on completion and it is an essential term of this Contract that such amounts be so paid.

7. If the Vendor agrees to accept a Deposit Guarantee Bond in lieu of a deposit the delivery to the Vendor or the Vendor's Solicitor of a Deposit Guarantee Bond shall be deemed for the purposes of this Agreement to be payment of the deposit at the time of such delivery on account of the deposit to the person or persons nominated in this Agreement to receive the deposit, and the following provisions shall apply :

   7.1 On completion of this Agreement, or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor by cash or settlement cheque; or

   7.2 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such a notice the Vendor shall be entitled to demand payment in accordance with the provisions of this Agreement in relation to the deposit (other than this Special Condition) shall then apply as though this Agreement had just made and required payment of the deposit within two (2) clear business days of demand being made under this clause.

8. Notwithstanding the provisions of Clause 2 of the Contract the Purchaser hereby agrees with the Vendor that the deposit holder shall by virtue of this Special Condition be authorised to release as much of the deposit as shall be required by the Vendor for the purpose of the Vendor paying a deposit and stamp duty on any property the Vendor desires to purchase PROVIDED THAT:-

   8.1 the Purchaser or the Solicitor for the Purchaser is prior thereto notified in writing of the deposit holder of the deposit so payable by the Vendor and the address of the property in respect of which it is to be paid ; and

   8.2 if for any reason such a deposit as is payable by the Vendor is refunded then such amount shall be repaid to the deposit holder herein named and again held pursuant to the terms of this Contract but subject to further release on the same terms and conditions contained in this Special Condition.

   The Purchaser agrees with the Vendor that this Special Condition shall constitute a sufficient authority or instruction to the Purchaser or the Purchasers' Solicitor to provide to the Solicitors for the Vendor any necessary written authority to the deposit holder for the release or releases of any amount pursuant to this Special Condition.

9. The Purchaser agrees that the only form of general requisitions on title the Purchaser may make under Clause 5 of this Contract for Sale are the Requisitions on Title annexed hereto.

10. If the Vendor and Purchaser agree to appoint a time, date and place for completion and for any reason whatsoever the Purchasers cancels or seeks to reschedule such booking, whether it is for another time, place, and/or date then the Purchaser shall pay to the Vendor the sum of $440.00 for the Vendor's additional legal costs incurred as a consequences of the Purchaser's cancellation or rescheduling together with all fees including agency fees and re-certification

fees incurred by the Vendor or the Vendor's mortgagee in relation to cancelling and/or re-arranging settlement. This fee will be payable on each occasion that settlement is cancelled and/or re-arranged. Payment of the Vendor's legal costs and fees referred to in this clause are an essential term of this Contract.

11. If the Purchaser makes a request of the Vendor for access to or occupation of the property prior to completion, the Purchaser shall be required to pay to the Vendor on completion the sum of $220.00 for the additional legal costs incurred by the Vendor in relation to such request. The payment of such costs is required regardless as to whether or not agreement is reached between the parties in relation to the Purchaser obtaining occupation or access to the property. This fee will be payable each time a request is made by the Purchaser. Nothing contained in this Special Condition is intended to charge the purchaser a fee for exercising of their right to a final inspection.

12. This Special Condition is to be used if a reduced deposit has been agreed to by the Vendors :

12.1 Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows :

(a) The sum of $_____ shall be paid to the depositholder on the date of this Contract; and

(b) The balance of $_____ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate this Contract.

In the event of the contract being terminated in circumstances where the deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the purchaser any outstanding deposit payable pursuant to sub-clause (b).

12.2 Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows :

(a) The sum of $_____ (being the 0.25% deposit) shall be paid to the depositholder on the date of this Contract.

(b) The sum of $_____ shall be paid to the depositholder on or before the expiration f the cooling off period and in that respect, time shall be of the essence.

(c) The balance of $ _____ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate this contract.

In the event of the contract being terminated in circumstances where the deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the purchaser any outstanding deposit payable pursuant to sub-clause (b) and (c).

12.3 Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows :

(a) The sum of $_____ (being the 0.25% deposit) shall be paid to the depositholder on the date of this Contract.

(b) The balance of the 10% deposit being $_____ shall be paid to the depositholder on or before the expiration of the cooling-off period and in that respect, time shall be of the essence.

In the event of the contract being terminated in circumstances where the deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the purchaser any outstanding deposit payable pursuant to sub-clauses (b).

13. If the Purchaser is a company the form of Guarantee as attached to this Contract shall be executed by at least two (2) Directors of the company at the same time as this Contract is executed by the company.

CERTIFICATE PURSUANT TO SECTION 66W (CONVEYANCING) ACT

I,

of Solicitor

certify as follows:

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

2. I am giving this certificate in accordance with S.66W of the Conveyancing Act 1919 with reference to a Contract for Sale of

   PROPERTY :

   FROM : (Vendor)

   TO: Purchaser(s)

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

3. I do not act for the Vendor(s) and am not employed in the legal practice of a Solicitor acting for the Vendor(s) nor am I a member or employee of a firm of which a Solicitor acting for the Vendor(s) is a member or employee.

4. I have explained to the Purchaser(s) :-

   (i) the effect of the Contract for the purchase of that property;
   (ii) the nature of this Certificate;
   (iii) the effect of giving this Certificate to the Vendor(s) ie. that there is no Cooling Off Period in relation to the Contract.

Dated this day of 2026.

.....
Solicitor

Form 800 **STRATA TITLE**

From .....*Purchasers Solicitor*

To .....*Vendors Solicitor*

Date:.....

REQUISITIONS ON TITLE *2008 EDITION*

RE:..... Purchase From .....

Property .....

In these Requisitions:-
(a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
(b) "the Act" means the Strata Schemes Management Act 1996.
(c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
(d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
(e) "parcel" means land, improvements and fixtures.
(f) "land" means the land only.
(g) "improvements" means improvements and fixtures.
(h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

	REQUISITIONS	RESPONSE
1.	The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2.	The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3.	The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4.	Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5.	Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6.	If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7.	The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.	
8.	If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

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REQUISITIONS	RESPONSE
9. If the sale of the property is subject to an existing tenancy:- (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should he handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
10. If the lot is sold "off-the-plan":- (a) The Vendor must provide the Purchaser before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion.	
11. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor , to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
12. If the Transfer will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?	
14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6	
15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.	

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REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

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REQUISITIONS	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

DISCLAIMER
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.....
Solicitor for Vendor

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LRS **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP87778

SEARCH DATE	TIME	EDITION NO	DATE
7/10/2026	10:30 AM	7	24/6/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 87778 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CANTERBURY
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP87778

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 87778
ADDRESS FOR SERVICE OF DOCUMENTS:
"TIMOTHY DANIELS"
1-11 CANTERBURY ROAD
CANTERBURY 2193

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 SP87778 RESTRICTION(S) ON THE USE OF LAND
3 SP87778 RESTRICTION(S) ON THE USE OF LAND
4 AU172318 CONSOLIDATION OF REGISTERED BY-LAWS
5 AU172318 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 87778

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	527	2	536	3	499	4	527
5	499	6	499	7	536	8	536
9	517	10	517	11	527	12	527
13	517	14	583	15	517	16	517
17	541	18	372	19	706		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

WADE... PRINTED ON 7/10/2026

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Received: 07/10/2026 10:30:27

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 12/SP87778

SEARCH DATE	TIME	EDITION NO	DATE
14/8/2026	10:45 AM	7	5/12/2025

LAND

LOT 12 IN STRATA PLAN 87778
AT CANTERBURY
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

SHELDON MARK WADE (T AT498150)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP87778
2 AV683788 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

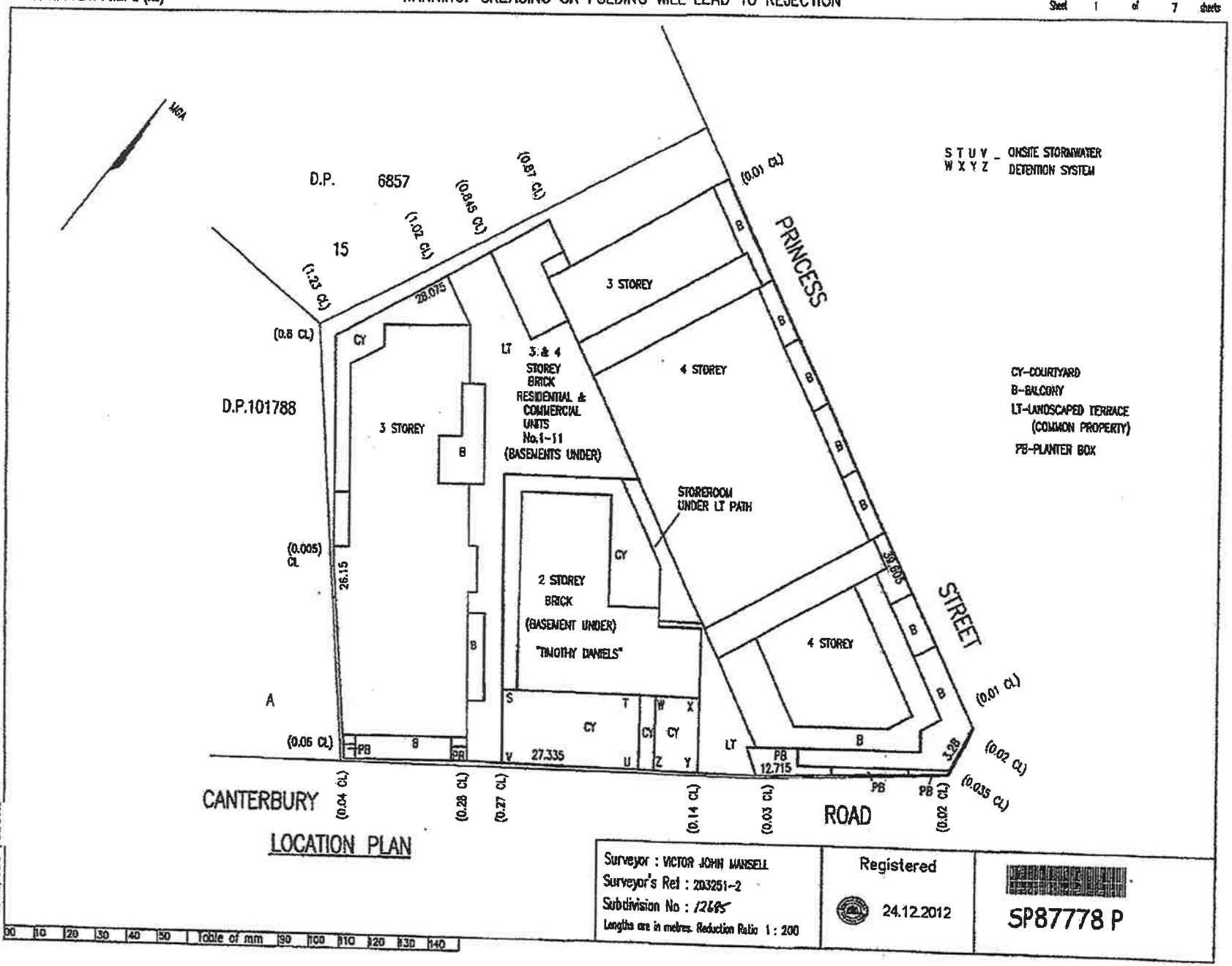
*** END OF SEARCH ***

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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 7 sheets



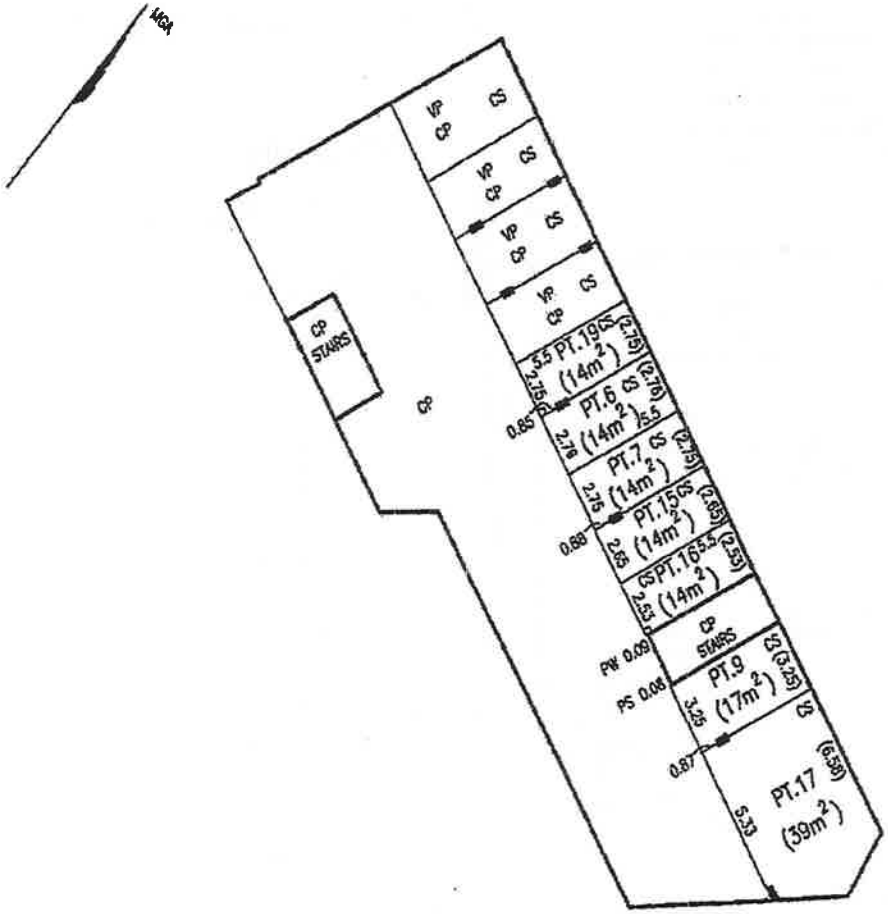
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Surveyor's Ref : 203251-2
Subdivision No : 12685
Lengths are in metres. Reduction Ratio 1 : 200

Registered
24.12.2012

SP87778 P

Req:R968702 /Doc:SP 0087778 P /Rev:24-Dec-2012 /Sts:SC.OK /Prt:07-Jan-2013 10:15 /Pgs:ALL /Seq:1 of 10
Ref:6001/036 /Src:M

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DENOTES FACE OF WALL

DENOTES CENTRE LINE OF COLUMN

DENOTES RIGHT ANGLE

AREAS ARE APPROXIMATE.

VP–VISITOR PARKING
CP–COMMON PROPERTY
CS–CAR SPACE

PS–PROLONGATION OF LINE OF SOUTH FACE OF WALL

PW–PROLONGATION OF LINE OF WEST FACE OF WALL

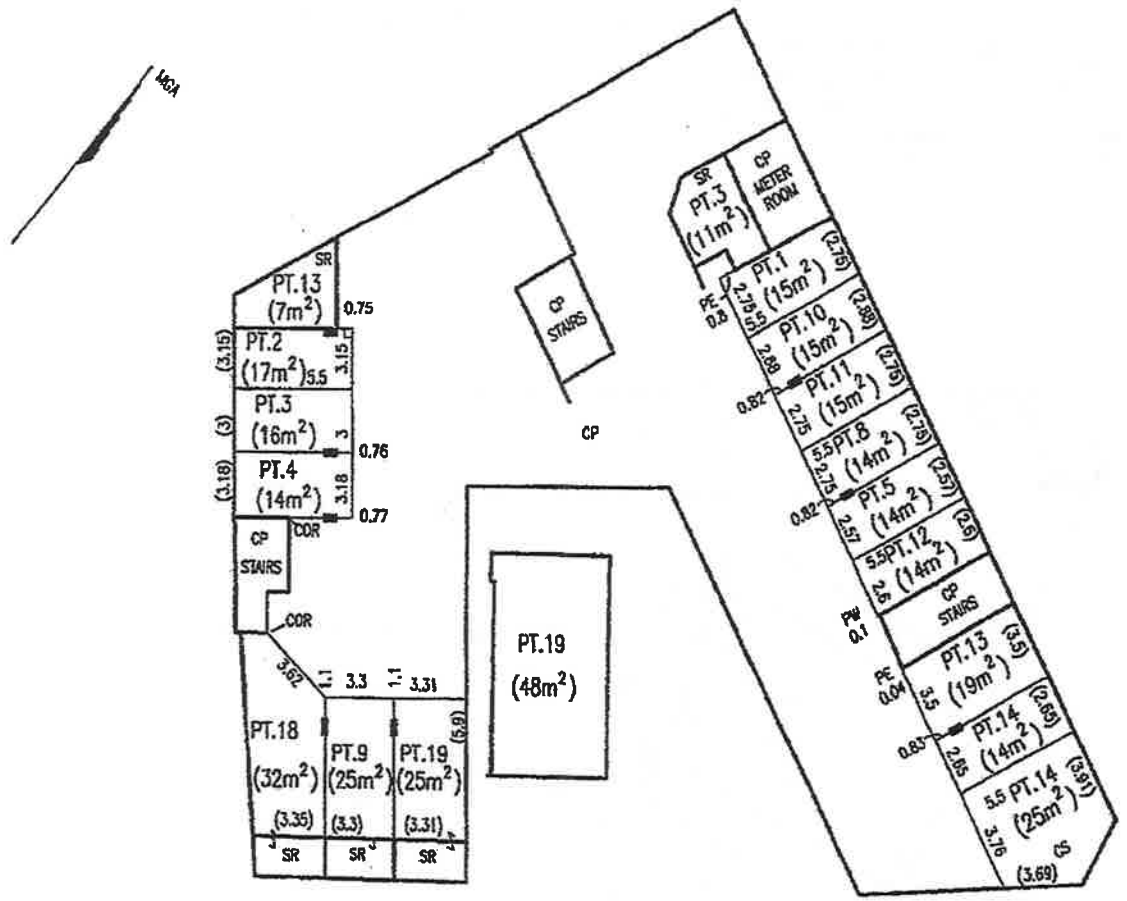
LOWER BASEMENT/CAR SPACES

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203251-2 Subdivision No : 12685 Lengths are in metres. Reduction Ratio 1 :200	Registered 24.12.2012	SP87778

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Ref:6001/036 /Src:M



UPPER BASEMENT/CAR SPACES

DENOTES CENTRE LINE OF COLUMN

DENOTES RIGHT ANGLE

VP-VISITOR PARKING

SR-STORE ROOM

CP-COMMON PROPERTY

CS-CAR SPACE

COR-CORNER OF WALL

PE-PROLONGATION OF LINE OF EAST FACE OF WALL

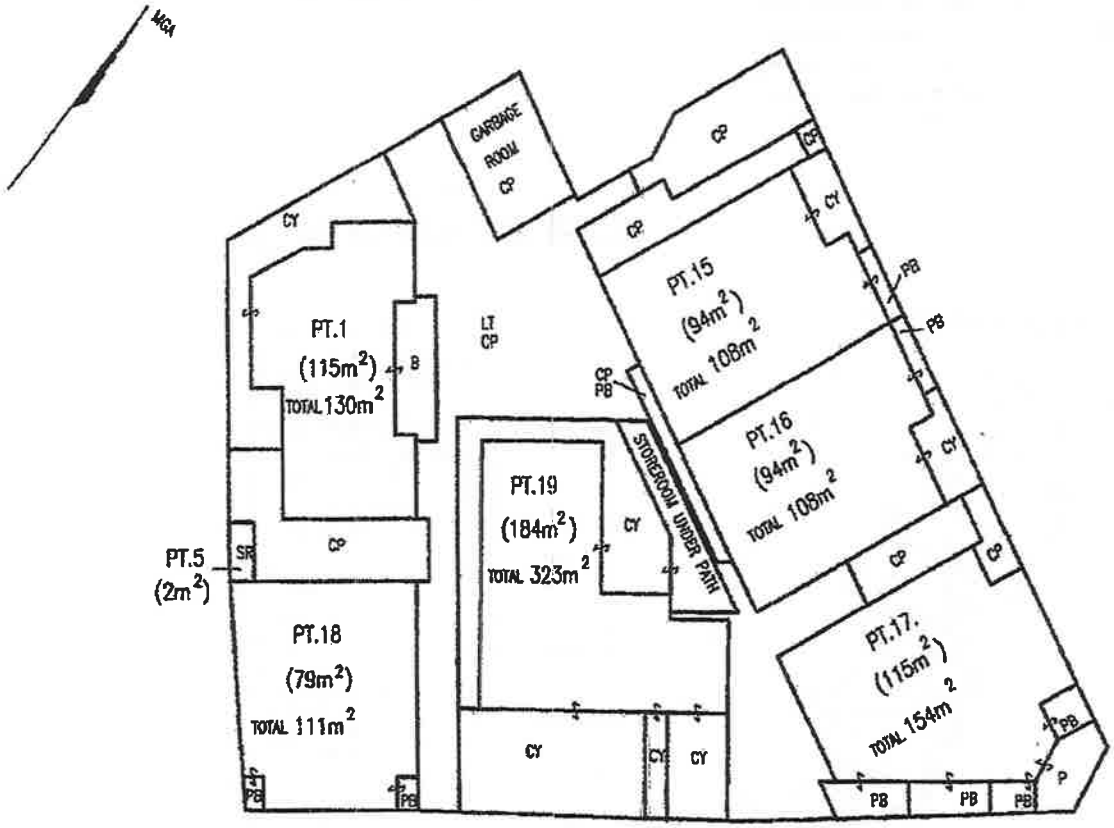
PW-PROLONGATION OF LINE OF WEST FACE OF WALL

AREAS ARE APPROXIMATE AND INCLUDE AREA OF STOREROOMS.

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203251-2 Subdivision No : 12695 Lengths are in metres. Reduction Ratio 1 : 200	Registered 24.12.2012	SP87778

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Ref:6001/036 /Src:M



PB–PLANTER BOX
LT–LANDSCAPED TERRACE
B–BALCONY
CY–COURTYARD
CP–COMMON PROPERTY
P–PORCH (COVERED)
SR–STOREROOM

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONY, COURTYARDS, STOREROOMS, PLANTER BOXES AND PORCH.

COURTYARDS ARE LIMITED IN DEPTH TO 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE THERE IS A GARAGE BELOW IN WHICH CASE THEY ARE LIMITED TO THE UPPER SURFACE OF THE ROOF.
COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BALCONY RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

BALCONY MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONY ARE COMMON PROPERTY.

PLANTER BOXES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH PLANTER BOX, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

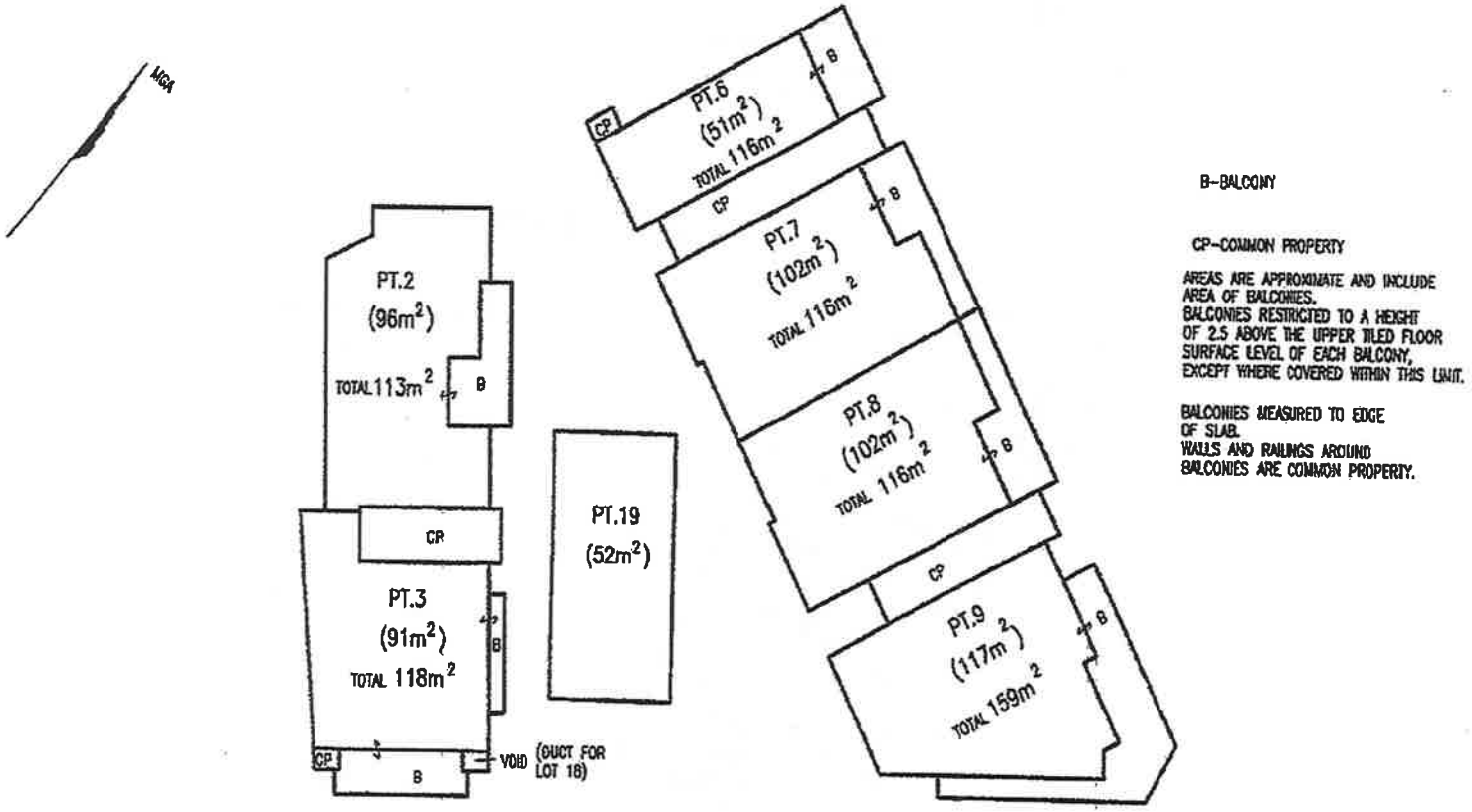
GROUND FLOOR

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203251-1 Subdivision No : /2685 Lengths are in metres. Reduction Ratio 1 :200	Registered 24.12.2012	SP87778

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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Ref:6001/036 /Src:M



FIRST FLOOR

B–BALCONY

CP–COMMON PROPERTY

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

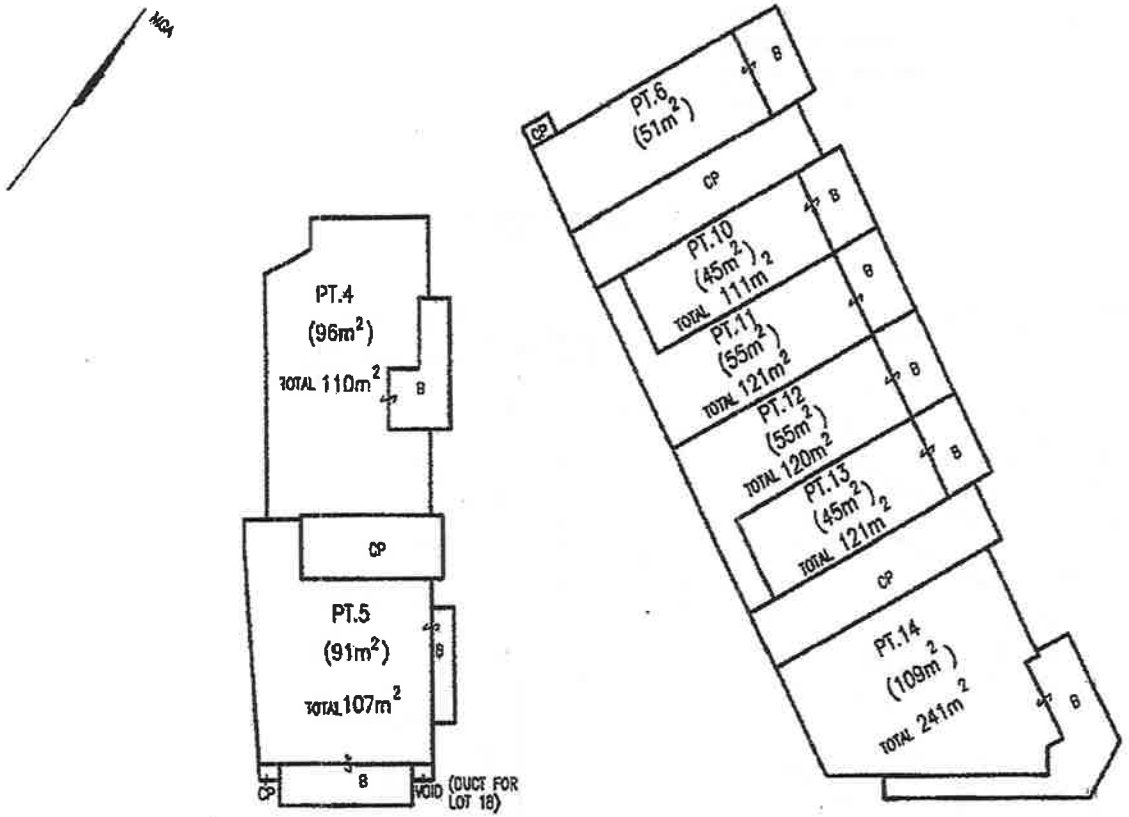
BALCONIES MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203251-2 Subdivision No : 12685 Lengths are in metres. Reduction Ratio 1 : 200	Registered 24.12.2012	SP87778

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 6 of 7 sheets



B–BALCONY

CP–COMMON PROPERTY

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

BALCONIES MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

SECOND FLOOR

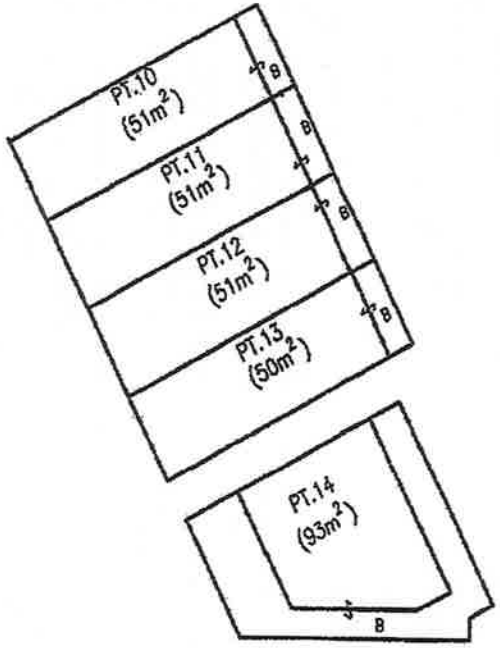
Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203251-2 Subdivision No : 12685 Lengths are in metres. Reduction Ratio 1 :200	Registered 24.12.2012	SP87778

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Ref:6001/036 /Src:M





B-BALCONY

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

BALCONIES MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

THIRD FLOOR

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 203251-2 Subdivision No : 12685 Lengths are in metres. Reduction Ratio 1 : 200	Registered 24.12.2012	SP87778

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STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Crossing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office use only

Registered: 24.12.2012

Purpose: STRATA PLAN

Office use only

SP87778 S

PLAN OF SUBDIVISION OF LOT 1 IN D.P.1164598

LGA: CANTERBURY
Locality: CANTERBURY
Parish: PETERSHAM
County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~
* The Accredited Certifier S G JOHNSON
Accreditation No. BPB 0330
has made the required inspections and is satisfied that the requirements of:
*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,
~~*(b) Section 56 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 28A Strata Schemes (Leasehold Development) Regulation 2012,~~
have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

(2) The Accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~(2) The strata plan is part of a development scheme.~~
The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

(4) The building encroaches on a public place and;

*(a) The Council does not object to the encroachment of the building beyond the alignment of

*(b) The Accredited Certifier is satisfied that the building complies with a relevant development consent which is in force and allows the encroachment.

(5) This approval is given on the condition that lot(s) ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 17 DECEMBER 2012

Subdivision No. 12685

Relevant Development Consent No. DA-619/2011

Issued by CANTERBURY CITY COUNCIL

Signature: .....
~~*Authorised Person/General Manager/Accredited Certifier~~

Strike through if inapplicable.
Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 87778
"TIMOTHY DANIELS"
1-11 CANTERBURY ROAD, CANTERBURY 2193

The adopted by-laws for the scheme are:
*~~.....Model By-laws~~
~~*together with, Keeping of Animals: Option *A/*B/*C~~
*By-laws in 8 sheets filed with plan
*Strike out whichever is inapplicable

^Insert the type to be adopted (Schedules 2-7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I VICTOR JOHN MANSELL OF W. BUXTON P/L
of 76 WILLISON ROAD, CARLTON NSW 2218
a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:
(1) Each applicable requirement of
*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met.
*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;
*(2) ~~(a) the building encroaches on a public place;~~
*~~(b) the building encroaches on land (other than a public place) and an appropriate easement has been created by ..... to permit the encroachment to remain.~~
*(3) the survey information recorded in the accompanying location plan is accurate.

Signature: V. Mansell
Date: 19/11/2012

* Strike through if inapplicable.
^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 203251-2

DocuSign Envelope ID: B29AD99D-4C37-4978-8F82-39EC7281379C

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STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office use only

Registered: 24.12.2012

Office use only

SP87778

PLAN OF SUBDIVISION OF LOT 1 IN D.P.1164598

Subdivision Certificate No. 12685

Date of Endorsement 12 DECEMBER 2012

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

- A Schedule of Unit Entitlements.
- 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 UNIT ENTITLEMENT

(if space is insufficient use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	527	11	527
2	536	12	527
3	499	13	517
4	527	14	583
5	499	15	517
6	499	16	517
7	536	17	541
8	536	18	372
9	517	19	706
10	517	AGGREGATE	10000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND
2. POSITIVE COVENANT

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY COUNCIL.

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 203251-2

DocuSign Envelope ID: B29AD99D-4C37-4978-8F82-39EC7281379C

Req:R968702 /Doc:SP 0087778 P /Rev:24-Dec-2012 /Sts:SC.OK /Prt:07-Jan-2013 10:15 /Pgs:ALL
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office use only

Registered: 24.12.2012

Office use only

SP87778

PLAN OF SUBDIVISION OF LOT 1 IN D.P.1164598

Subdivision Certificate No. 12685

Date of Endorsement 12 DECEMBER 2012

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

- A Scedule of Unit Entitlements.
- 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.

Victor Mettege
Sole Director/Secretary
Metway Developments P/L
ACN 091547492

SIGNED SEALED AND DELIVERED
for and on behalf of
WESTPAC BANKING CORPORATION
by its attorneys, under the Power of
Attorney each of whom, by executing
this appointment, state that they have
received no notice of revocation of the
Power of Attorney, in the presence of:

Attorney Signature
Name and Title of Attorney (print)

Witness Signature
Name and Address of Witness (print)
Luke Lee
2-14 Meredith St
Bankstown NSW 2200
BOOK 4299
NUMBER 332

T. Mettedge
Tony Mettedge
Sole Director/Secretary
Orico Properties P/L
ACN 137872416

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 203251-2

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Ref:6001/036 /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres:

SP87778 B

Plan of Subdivision of Lot 1 DP 1164598 covered by Strata Certificate No. 12685 of 12/12/2012

Full name and address of the owner of the land:

METWAY DEVELOPMENTS PTY LIMITED and ORICO PROPERTIES PTY LIMITED of PO Box 411 Earlwood NSW 2206

PART 1

Number of item shown in the intention panel on the plan:	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on use of land	CP/SP	Canterbury City Council
2	Positive Covenant	CP/SP	Canterbury City Council

PART 2

1 **Terms of Restriction On Use Of Land firstly referred to in the abovementioned plan.**

No dwelling/future development/increase in hard paved areas shall be undertaken on the lots hereby burdened unless the proprietor has first constructed or has made provision for construction of an on-site stormwater detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily drain stormwater) (hereinafter called "the system"). The design, construction and/or provision of the systems shall be to the requirements and satisfaction of Canterbury City Council.

2 **Terms of Positive Covenant secondly referred to in the abovementioned plan.**

2.1. The proprietors of the lots burdened will in respect to the systems described in the restriction on use referred to in this instrument.

2.1.1. permit stormwater to be temporarily detained by the system;

2.1.2. keep the system clean and free from silt, rubbish and debris;

2.1.3. maintain and repair the system so that it functions in a safe and efficient manner;

2.1.4. replace, maintain, repair, alter and renew the whole or parts of the system within the time and in the manner specified in a written notice issued by the Council;

2.1.5. carry out the matters referred to in paragraphs 2.1.2., 2.1.3. and 2.1.4. at the proprietors expense;

Approved by Canterbury City Council

.....
Authorised Person

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Ref:6001/036 /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres: (Sheet 2 of 3 Sheets)

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Plan of Subdivision of Lot 1 DP 1164598 covered by Strata Certificate No. 12685 of 12/12/2012

2.1.6. not to make any alterations to the system or elements thereof without prior consent in writing of the Council; and

2.1.7. permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the covenants setforth herein.

2.2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 2.1 above, the Council or its authorised agents may enter with all necessary equipment and carry out any work required by such notice to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of carrying out such work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and enter a covenant charge on the lot burdened under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take responsible precautions to ensure that the land is disturbed as little as possible.

2.3 Comply with the terms of any written notice issued by the Council in respect to the requirements of the covenants set forth herein, within the time stated in this notice.

In these covenants "Council" means Canterbury City Council.

Name of Person whose consent is required to release the Restriction on Use of Land and Positive Covenant referred to in the abovementioned plan.

The Council of the City of Canterbury

Executed by METWAY DEVELOPMENTS PTY LIMITED ACN 091 547 492.

ABN 61091 547 492

By

.....
VICTOR METLEGE
SOLE Director SECRETARY

.....
Secretary

Approved by Canterbury City Council

.....
Authorised Person

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Ref:5001/036 /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres: (Sheet 3 of 3 Sheets)

SP87778

Plan of Subdivision of Lot 1 DP 1164598 covered by Strata Certificate No. 12685 of 12/12/2012

Executed by ORICO PROPERTIES PTY LIMITED
ACN 137 872 416
ABN

By

.....
TONY METLEDGE
Sole Director & Secretary

.....
Secretary

SIGNED SEALED AND DELIVERED
for and on behalf of
WESTPAC BANKING CORPORATION
by its attorneys, under the Power of Attorney each of whom, by executing this appointment, state that they have received no notice of revocation of the Power of Attorney, in the presence of:

.....
Attorney Signature
Name and Tier of Attorney (print) TIER 3

.....
Witness Signature
Name and Address of Witness (print)
Luke Lee
2/14 Harold St
Padstow NSW 2200

BOOK # 4299
NUMBER 332

REGISTERED 24.12.2012

Approved by Canterbury City Council

.....
Authorised Person

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SP87778 D

Mixed Use Strata By-Laws
1-11 Canterbury Road, Canterbury

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1. **Noise**
   (a) An owner or occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2. **Parking**
   (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
   (b) Except without the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended.

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

4. **Damage to lawns and plants on common property**
   (a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation;
      i. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
      ii. Use for his or her own purposes as a garden any portion of the common property.

5. **Damage to Common property**
   (a) An owner or occupier of a lot must not mark, paint, drive nails, or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property, except with the prior written approval of the Owners Corporation.
   (b) An approval given by the owner's corporation under sub clause 5(a) cannot authorise any additions to the common property.
   (c) This by-law does not prevent an owner or person authorised by an owner from installing;
      i. Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
      ii. Any screen or other device to prevent entry of animals or insects on the lot, or
      iii. Any structure or device to prevent harm to children, or
      iv. Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
   (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
   (e) Despite Section 62 of the Strata Management Act 1996, the owner of a lot must;
      i. Maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub clause 5(c) that forms part of the common property and that services the lot, and
      ii. Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in sub clause 5(c) that forms part of the common property and that services the lot.

6. **Behaviour of Owners and Occupiers**
   (a) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. **Children playing on common property in building**
   (a) An owner or occupier of a lot must not permit any child of whom the owner or occupier has control, to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. **Behaviour of Invitees**
   (a) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. **Depositing rubbish and other material on common property**
   (a) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
   (b) An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

10. **Hanging out of washing**
   (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
   (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
   (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
   (4) In this clause: *washing* includes any clothing, towel, bedding or other article of a similar type.

11. **Cleaning windows and doors**
   (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is

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common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12. Storage of Flammable liquids and other substances and materials

(a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the common property, flammable chemical, liquid, or gas or other flammable material.

(b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

(a) An owner or occupier of a lot must not transport any furniture or large objects through or on common property within the building unless sufficient notice has first been given to the Owners Corporation.

(b) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(c) An owner or occupier of a Lot shall not transport any such items as referred to in 13(a) in the lift other than in a manner determined by the Owners Corporation and only if the lift and common property is left in a clean and tidy state after the transportation of such items has occurred.

(d) An owner or occupier of a lot shall only transport any furniture, large object or articles between the hours determined by the Owners Corporation from time to time including the designated use of a lift as determined so as to minimise damage to common property and disruption to any other owner or occupant.

14. Floor coverings

(a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent any degradation of acoustic performance and the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot

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

15. Garbage Disposal

(a) An owner or occupier must promptly remove anything which the owner, occupier or garbage/recycling collector may have spilled from the receptacles within the common areas and must take such action as may be necessary to clean the common area within which that thing was spilled.

16. Keeping of Animals

(a) Subject to Section 49 (4) of the Strata Schemes Management Act 1996, an owner of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(b) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must;

i. Notify the Owners Corporation that the animal is being kept on the lot,
ii. Supply the written consent of the owner of the lot,
iii. Keep the animal within the lot,
iv. Carry the animal when it is on the common property,
v. Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal and
vi. not keep any caged birds or aquariums on the balcony within the lot

(c) The Owners Corporation reserves the right to withdraw this consent and require the animal to be removed in the event of it causing a nuisance.

17. Appearance of Lot

(a) The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

18. Windows and sliding doors coverings

(a) An owner or occupier must not hang curtains, blinds or louvers visible from outside the lot unless those curtains or louvers have backing of such a colour and design approved by the Owners Corporation;

(b) An owner or occupier of a lot must not install, renovate and/or replace a curtain, blind or louver without having the colour and design on the backing approved by the Owners Corporation;

(c) In giving its approval, the Owners Corporation must ensure so far as practicable that backings used in all lots present a uniform appearance when viewed from outside the building.

(d) An owner or occupier of a lot must not apply, stick or attach anything, including frosting, to the glass forming part of any balcony.

(e) Only window coverings approved by the Owners Corporation before installation are to be installed on any window. This is to ensure the building is uniform whether viewed from inside or outside the building. The current selected window coverings are to be Roller Blinds and only an ivory colour, which is to be uniform with others already installed in any Lots.

19. Change in use of lot to be notified

(a) An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. Provision of amenities or service

(a) The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots;

i. Window cleaning,
ii. Garbage disposal and recycling services,
iii. Electricity, gas or water supply,
iv. Telecommunication services (for example, cable television, cable internet and wi fi),

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v. Cleaning and landscape maintenance,
vi. Service contracts for the lift, car stacker or mechanical ventilation

(b) If the Owners Corporation makes a resolution referred to in sub clause 20(a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

NOTE. Section 111 of the Strata Schemes Management Act 1996 provides that an Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21. **Name of Occupier**
(a) Pursuant to Section 119 of the Strata Schemes Management Act 1996, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot within 14 days after commencement of the lease that they take possession of the lot.

22. **Access to lot**
(a) Pursuant to Section 65 of the Strata Schemes Management Act 1996, an owner or occupier must allow access to a unit to investigate and/or repair common property;
i. In an emergency, without notice,
ii. On reasonable notice at other times.

23. **Alterations to lot**
(a) Pursuant to Section 110 of the Strata Schemes Management Act 1996 the owner of a lot must not alter the structure of the lot without giving to the Owners Corporation, not later than 14 days notice before commencement of the alteration, a written notice describing the proposed alteration.

24. **Nuisance**
(a) Pursuant to Section 117(1) of the Strata Schemes Management Act 1996, an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot.

25. **Compensation to Owners Corporation**
(a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of a lot in the strata scheme shall;
i. be responsible for,
ii. bear the cost of; and
iii. Pay upon demand to the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by;
iv. His or her wilful act or carelessness; or
v. The wilful act or carelessness of any of his or her lessees, licensees, invitees or contractors, in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
vi. The wilful act or carelessness of any guest or invitee (whether the details of whom are known or unknown) or his or her lessees, in the event of such guest or invitee [whether known or unknown] not paying
such cost within 14 days of written demand;
vii. For the purpose of above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the letter referred to in paragraph (iii) above to receive such moneys from the
said lessee, licensee, guest invitee or contractor.

26. **Real Estate Signs**
(a) "Auction", "For Sale" but not "For Lease" signs and the like, are permitted on Common Property, subject to;
i. Approval must be obtained in advance and in writing from the Strata Managing Agent.
ii. One sign only will be permitted, and this is to be erected in a position to be specified and without damage to the common property
iii. The number of the unit is to be shown on the sign
iv. The maximum size of the sign is to be 1.8 x 1 metres
v. Approval to be only for a maximum of eight weeks (regardless if the property remains unsold).
vi. Signs are to be removed within 14 days that contracts are exchanged and remain with a "Sold" sticker thereon.
vii. Signs are not to be affixed to Common Property.
viii. Owners are fully responsible for the actions of their estate agents and contractors, including the cost of the Owners Corporation in removing any sign in breach of these conditions.
ix. This by-law does not apply to the original owner.

27. **Security and Safety**
(a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
(b) The Owners Corporation may take all reasonable steps to;
i. ensure the security of the parcel from intruders,
ii. preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and
iii. for the proper control and administration of those areas
iv. and if it considers it necessary or desirable may, without limitation;
v. close off or restrict by means of Security Devices access (on either temporary or a permanent basis) to any part of the common property not required for access to a lot; or

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vi. permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security parcel, either solely or in conjunction with any other parcel; or
vii. Restrict by means of Security Key the access of owners and occupier of lots on one level of the building to any other level of the building

(a) If the Owners Corporation restricts the access of owners and occupiers of lots under this by law, the Owners Corporation may make available to owners of lots the number of Security Devices the Owners Corporation considers necessary and the Owners Corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the executive committee).
(b) An owner or occupier of a lot must promptly notify the Owners Corporation if a Security Device is lost or destroyed.
(c) An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in the case of an emergency and shall not obstruct any fire stairs or fire escape.

28. Air Conditioner installation
(a) An owner may install an Air-conditioning unit subject to;
i. The prior approval of the Owners Corporation
ii. That it be a split system with the compressor installed on the balcony of the lot and out of view from outside the lot,
iii. The condensation water is to be captured and drained to the drainage system,
iv. Compliance with all noise by-laws and local government conditions,
v. Installation and maintenance to be at the sole cost of the owner and successors in title.
vi. Before any core holes or penetrations required for installation of an air conditioner are affected appropriate plans drawn up by a qualified tradesperson must be submitted to the Owners Corporation for its approval.
vii. Installation of the air conditioner may only be done with the prior written approval of the Owners Corporation.
viii. If any damage is caused to common property or a lot or other lots as a direct or indirect result of the installation or operation of the air conditioner, the cost of repairs shall be the sole responsibility of the owner and the owner's successors in title of the lot in which the air conditioning was installed.

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

30. Prevention of hazards
(a) Neither the owner nor occupier of a lot must do anything to permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

31. Construction Hours
(a) The owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30am and 3.30pm Monday to Friday with no work to be carried out on Saturdays, Sundays, or public holidays unless authorised in writing by the Owners Corporation.

32. Owners responsibility for occupier
(a) Owners of lots must do all things necessary and within the owner's power to ensure that the occupier of the lot or lots they own comply with the Strata Schemes Management Act 1996 and the bylaws for the strata scheme.
(b) Owners of lots who do not occupy the lots will also be responsible for the following actions by the occupiers of the lot or lots they own but do not occupy;
i. compliance with the provisions of the Strata Schemes Management Act 1996,
ii. compliance with the bylaws for the strata scheme,
iii. damage caused to common property or personal property vested in the Owners Corporation; and
iv. Damage caused to lots or personal property of other lot owners or occupiers.
(c) If an occupier does not remedy a breach of the Strata Schemes Management Act 1996 or the bylaw herein or does not rectify damage caused to the common property, lots or personal property, then the owner of the lot they occupy will be liable to remedy the breach or rectify the damage.

33. Shopping Trolleys
(a) An owner, occupier or visitor is prohibited from bringing shopping trolleys onto common property.

34. Duties & Obligations of owners
(a) An owner or occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a licence or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any governmental agency.
(b) An owner or occupier, must not use or permit any person to use the lot for a purpose which may bring the building and /or owners into disrepute.
(c) An owner or occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or alteration to the approved use.

35. Upgrade of public utilities
(a) An owner or occupier of a lot that requires an upgrade of public utilities due to their use of the lot shall solely bear the cost of upgrading that public utility.

36. Diminished Responsibility
(a) An owner or occupier of a lot must not permit any child or person of diminished responsibility or whom the owner or occupier has control or accountability to be upon the balcony area of any lot upon the parcel or at any open window of any lot upon the parcel or play upon the common property or to be or remain on common property which might reasonably be deemed to be an area of possible danger or hazard to children or any

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person of diminished responsibility unless at all times, accompanied by a capable adult exercising appropriate supervision and control.

37. **Smoking on common property**
(a) An owner or occupier of a lot must not smoke while on common property or dispose of smoking materials on common property.

38. **Retail/Commercial Lot 18 Signage (Exclusive Use)**

(1) This By-Law only applies to Lot 18 in the strata scheme and is an exclusive use and special privilege By-Law made in accordance with section 52 of the Management Act. This By-Law may only be amended by a special resolution of the Owners Corporation and with the consent of Lot 18. Despite any other By-Law to the contrary, the Lot 18 Proprietor and every person authorised by it has the special privilege to erect or attach and use Signs on the south-western common wall of the strata scheme (which currently abuts the service station) located on boundary of the strata scheme as it sees fit, and;

a) To operate, lease or licence any such Signs as it sees fit;

b) For the purposes of attaching or affixing any such Sign, to attach or affix it or any structure or fitting attached to or forming part of the Sign to the Common Property and to drill and make holes and make attachments in or to the Common Property for that purpose; and

c) Despite any other By-Law to the contrary, the Lot 18 Proprietor and every person authorised by it has the exclusive use over those parts of the Common Property to which any such Sign (or any part or structure or fitting of the Sign) is attached or into which any such Sign protrudes.

d) The Lot 18 Proprietor is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property to which any such Sign is attached or affixed (excluding structural or capital repairs which are the responsibility of the Owners Corporation unless caused by the negligence of the Signage Lot Proprietor or any person authorised by it).

(2) The Lot 18 Proprietor must do the following at its own cost in connection with the Signs the subject of this By-Law:

a) Maintain, repair and, where necessary replace them;

b) Comply with the requirements of all relevant Authorities;

c) Repair any damage to the Common Property caused by exercising the rights under this By-Law;

d) Effect public risk insurance; and

e) Indemnify the Owners Corporation against all costs and liability incurred by the Owners Corporation as a result of the Signage Lot Proprietor and/or any person authorised by it exercising the rights under this By-law.

39. **Signage for commercial lots**
1. The owners for the time being of the commercial/retail lots in the strata scheme being lots 17 and 18 are entitled to the exclusive use of that part of the common property being confined to the underside of the shop front awning for the purpose of erecting signage to advertise the activities of the business operating in each respective lot subject to terms and conditions in clause 2.
2. (a) The aggregate area of signage for any one lot must be a consistent size of 1200m2 x 300m2;
(b) the exclusive area and any signage attaching thereto must be maintained in good order, condition and in a clean and tidy state by the owner or occupier of the lot that it services at no cost to the owners corporation;
(c) the owners of any commercial/retail lot undertaking the installation of any signage must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
(d) the installation of any signage must be effected in a workmanlike manner by licensed and insured tradespersons;
(e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any signage must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

40. **Controls on hours of operation and use of facilities**
(a) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and
common property of the strata scheme;
i. That commercial or business activities may be conducted on a lot of common property only during certain times,
ii. That facilities situated on the common property may be used only during certain times or on certain conditions
(b) An owner or occupier of a lot must comply with a determination referred to in sub clause (i) and (ii)

41 **Insurance**
(a) If an owner or occupier of a lot carries on an activity that causes the owners corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to be reimburse the owners corporation for the additional premium and such additional premium will be recoverable at law from the respective lot owner.

42. **Delivery of Executive Committee Notices & Minutes**
When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to

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SP87778

distribute the meeting notices and minutes by;

(1) (a) Affixing a copy of the notice or minutes on the common notice board in accordance with the provisions of the Act, or;

(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.

(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

43. Interpretive Panels

(a) An owner or occupier of lot 19 being the Timothy Daniel's House must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, the Interpretative Panels located on the walls adjacent to the lot Adjacent to Canterbury Road.

(b) The owner of lot 19 (the Timothy Daniels house) and the owners corporation must maintain and keep in a good condition the Interpretative Panels.

(c) In case there is unforeseen damage caused to Interpretative Panels including breakage of the glass panels, the owner's corporation should arrange for the glass panel/panels to be replaced and the Interpretative Panels to be reprinted on adhesive film and stuck on to the back of the glass. A copy of the layouts are available from the managing agents of the property and Cracknell & Lonergan Architects Pty. Ltd, in addition to the owners corporation.

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Ref:6001/036 /Src:M

Orico Properties Pty Ltd.
Under s. 127 (1) of the
Corporations Act 2001

Signed by Metway Development Pty Limited
under s. 127 (1) of the
Corporations Act 2001
ACN 091 547 492

Sign _____ sign _____ ACN 137 872 416

Director/Secretary Sole Director/Secretary.
office (Director or Secretary) office (Director of Secretary)

SP87778

Victor Metlege- TONY METLEDGE
full name full name

Signed by the Mortgagee

Signed by
XXXXXXXX
by its attorney under
power of attorney
book No.

sign (attorney)	sign (witness)
the attorney states that he or she has no notice of termination or suspension of the power	the witness states that he or she is not a party and was present when the attorney signed
full name (attorney)	full name (witness)
	address (witness)

SIGNED SEALED AND DELIVERED
for and on behalf of
WESTPAC BANKING CORPORATION
by its attorneys, under the Power of Attorney each of whom, by executing this appointment, state that they have received no notice of revocation of the Power of Attorney, in the presence of:

Attorney Signature
Name and Tier of Attorney (print) TIER 3

Witness Signature
Name and Address of Witness (print)
Luke Lee
2-14 Moreton St
Banksiatown NSW 2200

BOOK 4299
NUMBER 332

REGISTERED 24.12.2012

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ef:18/2192 /Src:M

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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900

AH995402X

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

(A) **TORRENS TITLE**

For the common property
CP/SP 87778

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
573X	Network Strata services Pty Limited 123421L P.O. BOX 285 Hurstville BC NSW Reference: 87778	CB

(C) The Owners-Strata Plan No. 87778 certify that pursuant to a resolution passed on 04 March 2013 and

(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL 44
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A

THE OWNERS OF STRATA PLAN No 87778 Common Seal

(F) The common seal of the Owners-Strata Plan No. 87778 was affixed on 15 July 2013

Signature(s):

Name(s): Derek McKinstry

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer: Position of authorised officer:

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Annexure A Change of By-Laws
Parties: 87778
Dated: 15/07/13

Special By-Law 44. Service of Documents by Owners Corporation
PART 1 – Preamble

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 – Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

(a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) **Email** means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email

(c) **Facsimile** means any electronic communication device that transmits information in a form from which written material is capable of being reproduced

(d) **Lot** means any lot in the strata plan

(e) **Notices** means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence

(f) **Non-Statutory Notice** means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) **Owner** means the owner of the Lot

(h) **Owners Corporation** means the owners corporation created by the registration of strata plan **87778**

i) **SMS** means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

THE OWNERS OF STRATA PLAN NO 87778 Common Seal

2.2 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 – Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

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Annexure A Change of By-Laws
Parties: 87778
Dated: 15/07/13

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners

Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

THE OWNERS OF STRATA PLAN NO 87778
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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900

AJ311533B

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

(A) **TORRENS TITLE** For the common property
CP/SP 87778

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
573X	Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 87778	CB

(C) The Owners-Strata Plan No. 87778 certify that pursuant to a resolution passed on 26 November 2014 and

(D) in accordance with the provisions of section No. 47,52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 45
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A

THE OWNERS OF STRATA PLAN No 87778 Common Seal

(F) The common seal of the Owners-Strata Plan No. 87778 was affixed on 13 February 2015

Signature(s):

Name(s): Derek McKinstry Netstrata Appointed Managing Agent

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer: Position of authorised officer:

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ef:18/2192 /Src:M

Annexure A Change of By-Laws
Parties: 87778
Dated: 26 November 2014

Special By-Law 45- Installation of Exhaust Fan/Rangehood

Each owner for the time being of each lot in the strata scheme is conferred with the right to install ventilators on the external wall of the lot of the strata scheme to service each individual lot subject to the following terms and conditions:

(a) the owners of any lot proposing to undertake the installation of the ventilators must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
(b) the style, design and finish of the proposed ventilators shall be consistent with that in use throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design will set the precedent for any other similar installations that may be proposed in the future for other lots in the strata scheme;
(c) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;
(d) all paint, stain and trim finishes applied to the installation shall be, and shall always remain, consistent with the roof tiles of the particular lot upon which the installation is made and the materials and finishes in use throughout the remainder of the strata scheme;
(e) any damage to common property that occurs during, or results from, the installation herein referred to must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(f) the owners of any lot undertaking the installation of the ventilators shall alone be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the installation herein referred to;
(g) it is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of individual lots.

(2) In the event that an owner or occupier of a lot to which the ventilators are installed, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the ventilators.

THE OWNERS OF STRATA PLAN NO 87778
Common Seal

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ef:18/2192 /Src:M

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CHANGE OF BY-LAW

New South Wales
Real Property Act 1900

AJ578108A

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

(A) ~~TORRENS TITLE~~

For the common property
CP/SP 87778

(B) LODGED BY 1 JUL 2015

TIME: 12.21

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
573X	Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 87778	CB

(C) The Owners-Strata Plan No. 87778 certify that pursuant to a resolution passed on 26 February 2015 and

(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW ~~37~~ 47
Amended by-law No. NOT APPLICABLE
as fully set out below:

DEREK MCKINSTRY 17/7/15

As set out in Annexure A

THE OWNERS OF STRATA PLAN No 87778 Common Seal

(F) The common seal of the Owners-Strata Plan No. 87778 was affixed on 12 May 2015

Signature(s):

Name(s): Derek McKinstry NETSTRATA Appointed Managing Agent
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer: Position of authorised officer:

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ef:18/2192 /Src:M

Annexure A Change of By-Laws
Parties: 87778
Dated: 26 February 2015

DEREK LICKINSTRY 46
17/7/15.

Special By-Law 3 - Installation of Child Window Safety Devices

PART 1 – Preamble
The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 – Definitions
(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan.
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 1996.
'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.
'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 – Rights and Obligations of Lot Owners
(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;
(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;
(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;
(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;
(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;
(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By- law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

THE OWNERS OF STRATA PLAN NO 87778 Common Seal

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Parties: 87778
Dated: 26 February 2015

PART 4 - Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

DEREK MCKENZIE 17/7/15

Special By-Law 4 Compensation to Owners Corporation
A) Definitions
(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 1996.
'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.
B) Rights and Obligation of Owners
(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
(iv) Any costs imposed upon a lot owner in sub-clauses B)(I), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.
C) Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

THE OWNERS STRATA PLAN No 87778 Common Seal

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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900

AK516378T

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

(A) **TORRENS TITLE**

For the common property
CP/SP 87778

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
573X	Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 87778	CB

(C) The Owners-Strata Plan No. 87778 certify that pursuant to a resolution passed on 02 May 2016 and

(D) in accordance with the provisions of section No. 47 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 48,49
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A

THE OWNERS OF STRATA PLAN NO 87778 Common Seal

(F) The common seal of the Owners-Strata Plan No. 87778 was affixed on 23 May 2016

Signature(s):

Name(s): Wendy Caragiannis NETSTRATA Appointed Managing Agent

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer: Position of authorised officer:

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eq:R485936 /Doc:DL AK516378 /Rev:22-Jun-2016 /Sts:NO.OK /Pgs:ALL /Prt:26-Oct-2018 13:48 /Seq:2 of 2
ef:18/2192 /Src:M

Annexure A Change of By-Laws
Parties: 87778
Dated: 2 May 2016

Special By-Law 48- Treatment of Mould

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:

a) There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;
b) no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;
c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in sub clauses a) and b) do not exist.

2. In the event that an owner of a lot in the strata scheme that has been effected by mould growth in their lot is able to mitigate the accumulation of moisture by the application of certain treatments or fitting of certain apparatus to the building structure or appurtenances, the Owners corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principals of By-Law 5 (Damage to Common Property), sub clauses 3,4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

Special By-Law 49- Exclusive Use- Installation of Storage Box

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
(b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
(c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
(d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
(e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
(f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
(i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
(j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

THE OWNERS OF STRATA PLAN NO 87778 Common Seal

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Release: 2.2
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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900

AK613989V

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

(A) **TORRENS TITLE** For the common property
CP/SP 87778

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
573X	Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 87778	CB

(C) The Owners-Strata Plan No. 87778 certify that pursuant to a resolution passed on 27 May 2016 and

(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 50
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A

THE OWNERS OF STRATA PLAN No 87778 Common Seal

(F) The common seal of the Owners-Strata Plan No. 87778 was affixed on 11 July 2016

Signature(s):

Name(s): Wendy Caragiannis NETSTRATA Appointed Managing Agent

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer: Position of authorised officer:

DocuSign Envelope ID: B29AD99D-4C37-4978-8F82-39EC7281379C

eq:R485938 /Doc:DL AK613989 /Rev:26-Jul-2016 /Sts:NO.OK /Pgs:ALL /Prt:26-Oct-2018 13:48 /Seq:2 of 2
ef:18/2192 /Src:M

Annexure A Change of By-Laws
Parties: 87778
Dated: 27 May 2015

Special By-Law 50- Installation of Parking Bollard

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

(a) To purchase and install parking bollards and all associated equipment in the visitor parking spaces at the strata scheme and;
(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

THE OWNERS OF STRATA PLAN No 87778
Common Seal

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Lodger Details

Lodger Code	506448F
Name	THOMAS MARTIN LAWYERS
Address	THE KIORA CENTRE L 4, 29 KIORA RD MIRANDA 2228
Lodger Box	1W
Email	MALCOLM@THOMASMARTINLAW.COM.AU
Reference	TM24189

Land Registry Document Identification

AU172318

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP87778	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP87778

Other legal entity

Meeting Date

18/01/2024

Amended by-law No.	
Details	N/A
Added by-law No.	
Details	Special By-Laws 51-52
Repealed by-law No.	
Details	N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP87778
Signer Name	MALCOLM JAMES HINDI
Signer Organisation	TMMJ GROUP PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	20/06/2024

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1. **Noise**
   (a) An owner occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2. **Parking**
   (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
   (b) Except without the prior written approval of the owners corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicles as defined in the road transport (Vehicle Registration) Act 1997 or associated legislation as amended.

3. **Obstruction of Common Property**
   (a) An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4. **Damage to lawns and plants on common property**
   (a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation;
      i. Damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
      ii. Use for his or her own purposes as a garden any portion of the common property

5. **Damage to Common Property**
   (a) An owner or occupier of a lot must not mark, paint, drive nails, or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property, except with the prior written approval of the Owners Corporation.
   (b) An approval given by the owner's corporation under sub clause 5(a) cannot authorise any additions to the common property.
   (c) This by-law does not prevent an owner or person authorised by an owner from installing;
      i. Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
      ii. Any screen or other device to prevent entry of animals or insects on the lot, or
      iii. Any structure or device to prevent harm to children, or
      iv. Any device used to affix decorative items to the internal surfaces of walls in the owners lot

THE OWNERS OF STRATA PLAN No 81778 Common Seal

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(d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(e) Despite Section 62 of the Strata Management Act 1996, the owner of a lot must;

i. Maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub clause 5(c) that forms part of the common property and that services the lot, and

ii. Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other devices or structure referred to in sub clause 5(c) that forms part of the common property and that services the lot.

6. Behaviour of Owners and Occupiers

(a) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. Children Playing on Common Property in Building

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

8. Behaviour of Invitees

(a) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. Depositing Rubbish and other Material on Common Property

(a) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

(b) An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

10. Hanging out washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

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(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street outside the parcel.
(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
(4) In this clause; ***washing*** includes any clothing, towel, bedding or other article of a similar type.

11. Cleaning windows and doors

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

12. Storage of flammable liquids and other substance and materials

(a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the common property, flammable chemical, liquid, or gas or other flammable material.
(b) This by-law does not apply too chemicals, liquid, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

(a) An owner or occupier of a lot must not transport any furniture or large objects through or on common property within the building unless sufficient notice has first been given to the Owners Corporation.
(b) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
(c) An owner or occupier of a lot shall not transport any such items as referred to in 13(a) in the lift other than in a manner determined by the owners corporation and only if the lift and common property is left in a clean and tidy state after the transportation of such items has occurred.
(d) An owner or occupier of a lot shall only transport any furniture, large object or articles between the hours determined by the owners corporation from time to time including the designated use of a lift as determined so as minimise damage to common property and disruption to any other owner or occupant.

14. Floor coverings

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(a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent any degradation of acoustic performance and the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot

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

15. Garbage disposal

(a) An owner or occupier must promptly remove anything which the owner, occupier or garbage/recycling collector may have spilled from the receptacles within the common areas and must take such action as may be necessary to clean the common area within that thing was spilled

16. Keeping of animals

(a) Subject to section 49(4) of the Strata Schemes Management Act 1996, an owner of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on or the common property.

(b) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must;

i. Notify the owners corporation that the animal is being kept on the lot.
ii. Supply the written consent of the owner of the lot
iii. Keep the animal within the lot
iv. Carry the animal when it is on the common property
v. Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal and
vi. Not keep any caged birds or aquariums on the balcony within the lot.

(c) The owners corporation reserves the right to withdraw this consent and require the animal to be removed in the event of it causing a nuisance.

17. Appearance of Lot

(a) The owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot is not in keeping with the rest of the building.

18. Windows and sliding doors coverings

(a) An owner or occupier must not hang curtains, blinds or louvers visible from outside the lot unless those curtains or louvers have backing of such a colour and design approved by the Owners Corporation;

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(b) An owner or occupier of a lot must not install, renovate and/or replace a curtain, blind or louver without having the colour and design on the backing approved by the owners corporation;
(c) In giving its approval, the owners corporation must ensure so far as practicable that backings used in all lots present a uniform appearance when viewed from outside the building.
(d) An owner or occupier of a lot must not apply, stick or attach anything, including frosting, to the glass forming part of any balcony
(e) Only window coverings approved by the owners corporation before installation are to be installed on any window. This is so ensure building is uniform whether viewed from inside or outside the building. The current selected window coverings are to be roller blinds and only an ivory colour, which is to be uniform with others already installed in any lots.

19. Change in use of lot to be notified

(a) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. Provision of amenities or service

(a) The owners corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots;
    i. Window cleaning,
    ii. Garbage disposal and recycling services,
    iii. Electricity, gas or water supply,
    iv. Telecommunication services (for example, cable television, cable internet and wi fi),
    v. Cleaning and landscape maintenance,
    vi. Service contracts for the lift, car stacker or mechanical ventilation
(b) If the owners corporation makes a resolution referred to in sub clause 20(a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

NOTE: Section 111 of the Strata Schemes Management Act 1996 provides that an Owners Corporation may enter into agreement with and owner or occupier of a lot for the provision of amenities or services by it to the lot to the owner or occupier.

21. Name of Occupier

(a) Pursuant to section 119 of the Strata Schemes Management Act 1996, Owners are required to advise the Owners Corporation of the full name of

occupiers of a lot within 14 days after commencement of the lease that they take possession of the lot.

22. Access to lot

(a) Pursuant to section 65 of the strata schemes act 1996, an owner or occupier must allow access to a unit to investigate and/or repair common property;
   i. In an emergency, without notice,
   ii. On reasonable notice at other times.

23. Alterations to lot

(a) Pursuant to section 116 of the Strata Schemes Management Act 1996 the owner of a lot must no alter the structure of the lot without giving to the Owners Corporation, not later than 14 days notice before commencement of the alteration, a written notice describing the proposed alteration.

24. Nuisance

(a) Pursuant to section 117(1) of the Strata Management Act 1996, an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot.

25. Compensation to owners corporation

(a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of a lot in the strata scheme shall;
   i. Be responsible for,
   ii. Bear the cost of, and
   iii. Pay upon demand to the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by;
   iv. His or her wilful act or carelessness; or
   v. The wilful act or carelessness of any of his or her lessees, licensees, invitees or contractors, in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
   vi. The wilful act or carelessness of any guest or invitee (whether the details of whom are known) not paying such cost within 14 days of written deman;
   vii. For the purpose of above, the owners corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the

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letter referred to in paragraph (iii) above to receive such moneys from the said lessee, licensee, guest invitee or contractor

26. Real estate signs

(a) "Auction", "For Sale" but not "For Lease" signs and the like, are permitted on Common Property, subject to;

i. Approval must be obtained in advance and writing from the Strata Managing Agent.
ii. One sign only will be permitted, and this is to be erected in a position to be specified and without damage to the common property
iii. The number of the unit is to be shown on the sign
iv. The maximum size of the sign is to be 1.8 x 1 metres
v. Approval to be only for a maximum of eight weeks (regardless if the property remains unsold)
vi. Signs are to be removed within 14 days that contracts are exchanged and remain with a "Sold" sticker thereon.
vii. Signs are not to be affixed to Common Property.
viii. Owners are fully responsible for the actions of their estate agents and contractors, including the cost of the Owners Corporation in removing any sign in breach of these conditions.
ix. This by-law does not apply to the original owner.

27. Security and safety

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

(b) The owners corporation may take all reasonable steps to;

i. Ensure the security of the parcel from intruders,
ii. Preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and
iii. For the proper control and administration of those areas
iv. And if it considers it necessary or desirable may, without limitation;
v. Close off or restrict by means of security devices access (on either temporary or a permanent basis) to any part of the common property not required for access to a lot; or
vi. Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security parcel, either solely or in conjunction with any other parcel; or
vii. Restrict by means of security key the access of owners and occupier of lots on one level of the building to any other level of the building

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

(d) An owner or occupier of a lot must promptly notify the owners corporation if a security device is lost or destroyed.

(e) An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in the case of an emergency and shall not obstruct any fire stairs or fire escape.

28. Air conditioner installation

(a) An owner may install an Air-conditioning unit subject to;

i. The prior approval of the owners corporation
ii. That it be a split system with the compressor installed on the balcony of the lot and out of view from outside the lot,
iii. The condensation water is to be captured and drained to the drainage system.
iv. Compliance with all noise by-laws and local government conditions,
v. Installation and maintenance to be at sole cost of the owner and successors in title.
vi. Installation of the air conditioner may only be done with the prior written approval of the owner corporation.
vii. If any damage is caused to common property or a lot or other lots as a direct or indirect result of the installation or operation of the air conditioner, the cost of repairs shall be the sole responsibility of the owner and the owner's successors in title of the lot in which the air conditioning was installed.

29. Preservation of fire safety

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

30. Prevention of hazards

(a) Neither the owner nor occupier of lot must do anything to permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

31. Construction Hours

(a) The owner or occupier of lot must not permit construction work to be carried out in their lot other than between the hours of 7.30am and 3.30pm Monday to Friday with no work to be carried out on Saturday,

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Sunday, or public holiday unless authorised in writing by the owner corporation.

32. Owners responsibility for occupier

(a) Owners of lots must do all things necessary and within the owner's power to ensure that the occupier of the lot or lots they own comply with the Strata Schemes Management Act 1996 and the bylaws for the strata scheme.

(b) Owners of lots who do not occupy the lots will also be responsible for the following actions by the occupiers of the lot or lots they own but do not occupy.

i. Compliance with the provisions of strata scheme,
ii. Compliance with the bylaws for the strata scheme,
iii. Damage caused to common property or personal property vested in the Owners Corporation; and
iv. Damage caused to lots or personal property of other lot owners or occupiers.

(c) If an occupier does not remedy a breach of the Strata Schemes Management Act 1996 or the bylaw herein or does not rectify damage caused to the common property, lots or person property, then the owner of the lot they occupy will be liable to remedy me breach or rectify the damage.

33. Shopping trolleys

(a) An owner, occupier or visitor is prohibited from bringing shopping trolleys onto common property.

34. Duties & obligations of owners

(a) An owner or occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a license or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any governmental agency.

(b) Any owner or occupier, must not use or permit any person to use the lot for a purpose which may bring the building and/or owners into disrepute.

(c) An owner or occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or alteration to the approved use.

35. Upgrade of public utilities

(a) An owner or occupier of a lot that requires an upgrade of public utilities due to their use of the lot shall solely bear the cost of upgrading that public utility.

36. Diminished responsibility

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(a) An owner or occupier of lot must not permit any child or person of diminished responsibility or whom the owner or occupier has control or accountability to be upon the balcony area of any lot upon the parcel or at any open window of any lot upon the parcel or play upon the common property or to be or remain on common property which might reasonably be deemed to be an area of possible danger or hazard to children or any person of diminished responsibility unless at all times, accompanied by a capable adult exercising appropriate supervision and control.

37. Smoking on common property

(a) An owner or occupier of a lot must not smoke while on common property or dispose of smoking materials on common property.

38. Retail/Commercial Lot 18 Signage (Exclusive Use)

(1) This by-law only applies to lot 18 in the strata scheme and is an exclusive use and special privilege By-law made in accordance with section 52 of the Management Act. This By-law may only be amended by a special resolution of the Owners Corporation and with the consent of Lot 18. Despite any other By-law to the contrary, the Lot 18 Proprietor and every person authorised by it has the special privilege to erect or attach and use Signs on the south-western common wall of the strata scheme (which currently abuts the service station) located on the boundary of the strata scheme as it sees fit and;

a) To operate, lease or licence any such signs as it sees fit;
b) For the purpose of attaching or affixing any such sign, to attach or affix it or any structure of fitting attached to or forming part of the sign to the common property and to drill and make holes and make attachments in or the common property for that purpose; and
c) Despite any other by-law to the contrary, the Lot 18 proprietor and every person authorised by it has the exclusive use over those parts of the common property to which any such sign (or any part or structure or fitting of the Sign) is attached or into which any such Sign protrudes.
d) The Lot 18 Proprietor responsible for the proper maintenance of, and keeping in a state of goof and serviceable repair, that part of the common property to which any such sign is attached or affixed (excluding structural or capital repairs which are the responsibility of the owners corporation unless caused by the negligence of the signage lot proprietor or any person authorised by it).

(2) The Lot 18 proprietor must do the following at its own cost in connection with the Signs the subject of this By-Law :

a) Maintain, repair and where necessary replace them;
b) Comply with the requirements of all relevant authorities;
c) Repair any damage to the Common Property caused by exercising the rights under this By-Law;
d) Effect public risk insurance; and

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e) Indemnify the owners corporation against all costs and liability incurred by the owners corporation as a result of the signage lot proprietor and/or any person authorised by it exercising the right under this by-law

39. Signage for commercial lots

1. The owners for the time being of the commercial/retail lots in the strata scheme being lots 17 and 18 are entitled to the exclusive use of that part of the common property being confined to the underside of the shop front awning for the purpose of erecting signage to advertise the activities of the business operating in each respective lot subject to terms and conditions in clause 2.
2. (a) The aggregate area of signage for any lot must be a consistent size of 1200m2 x 300 m2;
   (b) The exclusive area and any signage attaching there to must be maintained in good order, condition and in a clean and tidy state by the owner or occupier of the lot that it services at no cost to the owners corporation;
   (c) The owners of any commercial/retail lot undertaking the installation of any signage must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
   (d) And damage to common property must be effected in a workmanlike manner by licensed and insured tradespersons;
   (e) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of any signage must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;

40. Controls on hours of operation and use of facilities

(a) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and
Common property of the strata scheme;
   i. That commercial or business activities may be conducted on a lot of common property only during certain times,
   ii. That facilities situated on the common property may be used only during certain times or on certain conditions

(b) An owner or occupier of a lot must comply with a determination referred to in sub clause (i) and (ii)

41. Insurance

(a) If an owner or occupier of a lot carries on an activity that caused the owners corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to be reimburse the owners corporation for

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the additional premium and such additional premium will be recoverable at law from the respective lot owner.

42. Delivery of executive committee notices & minutes

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notice and minutes by;

(1) (a) Affixing a copy of the notice or minutes on the common notice board in accordance with the provisions of the Act, or,

(b) By emailing a copy of the notices or minutes to all owners that have provided the owners corporation with an email address for the delivery of notices by the Owners Corporation.

(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

43. Interpretive panels

(a) An owner or occupier of lot 19 being the Timothy Daniel's House must nor mark, paint drive nails or screws or the like into, or otherwise damage or deface, the interpretative panels located on the walls adjacent to the lot adjacent to Canterbury road.

(b) The owner of lot 19 (the Timothy Daniels house) and the owner corporation must maintain and keep in a good condition the interpretative panels.

(c) In case there is unforeseen damage caused to interpretative panels including breakage of the glass panels, the owner's corporation should arrange for the glass panel/panels to be replaced and the interpretative panels to be reprinted on adhesive film and stuck on to the back of the glass. A copy of the layouts are available from the managing agents of the property and Cracknell & Lonergan Architects Pty Ltd, in addition to the owners corporation.

Special By-Law 44. Service of Documents by Owners Corporation

PART 1 - Preamble

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

(a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment

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(b) **Email** means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email

(c) **Facsimile** means any electronic communication device that transmits information in a form from which written material is capable of being reproduced

(d) **Lot** means any lot in the strata plan

(e) **Notices** means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence

(f) **Non-Statutory Notice** means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) **Owner** means the owner of the Lot

(h) **Owners Corporation** means the owners corporation created by the registration of strata plan **87778**

(i) **SMS** means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

2.2 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

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(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners

4.4 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

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4.5 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

Special By-Law 45- Installation of Exhaust Fan/Rangehood

Each owner for the time being of each lot in the strata scheme is conferred with the right to install ventilators on the external wall of the lot of the strata scheme to service each individual lot subject to the following terms and conditions:

(a) the owners of any lot proposing to undertake the installation of the ventilators must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(b) the style, design and finish of the proposed ventilators shall be consistent with that in use throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design will set the precedent for any other similar installations that may be proposed in the future for other lots in the strata scheme;

(c) the installation must be effected in a workmanlike manner by licensed and insured tradespersons;

(d) all paint, stain and trim finishes applied to the installation shall be, and shall always remain, consistent with the roof tiles of the particular lot upon which the installation is made and the materials and finishes in use throughout the remainder of the strata scheme;

(e) any damage to common property that occurs during, or results from, the installation herein referred to must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(f) the owners of any lot undertaking the installation of the ventilators shall alone be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the installation herein referred to;

(g) it is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of individual lots.

(2) In the event that an owner or occupier of a lot to which the ventilators are installed, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner or Occupier to install the ventilators.

Special By-Law 46 - Installation of Child Window Safety Devices

PART 1 - Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs

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associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot. 'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 - Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

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(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By-law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs

Special By-Law 47 Compensation to Owners Corporation

A) Definitions

(i) The following terms are defined to mean:

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'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

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(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Special By-Law 48- Treatment of Mould

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:

    a) There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;

    b) no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;

    c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in sub clauses a) and b) do not exist.

2. In the event that an owner of a lot in the strata scheme that has been effected by mould growth in their lot is able to mitigate the accumulation of moisture by the application of certain treatments or fitting of certain apparatus to the building structure or appurtenances, the Owners corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principals of By-Law 5 (Damage to Common Property), sub clauses 3,4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

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Special By-Law 49- Exclusive Use- Installation of Storage Box

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;

(b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;

(d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;

(e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;

(j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof

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then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

Special By-Law 50- Installation of Parking Bollard

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

(a) To purchase and install parking bollards and all associated equipment in the visitor parking spaces at the strata scheme and;

(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

Special By-Law 51 - Recovery Of By-Law Breach Costs (Enforcement Costs)

1. For the purpose of this by-law:

a. **"Act"** means the *Strata Schemes Management 2015* (NSW) as amended or replaced from time to time;

b. **"By-Laws"** means the Owners Corporation's registered by-laws, as amended, repealed or replaced from time to time;

c. **"Breach Costs"** means any costs reasonably incurred by the Owners Corporation because of an Owner or Occupier's breach of the By-Laws, and includes (but is not limited to):

1.3.1 Enforcement Costs;

1.3.2 The cost of rectifying damage to property, whether common property, lot property or personal property vested in the Owners Corporation;

1.3.3 False fire call out fees;

1.3.4 Fines or fees issued to the Owners Corporation and payable by it.

d. **"Costs Notice"** means a written notice issued by the Owners Corporation to an Owner or Occupier itemising the Breach Costs and requesting payment of those Breach Costs, including setting out payment methods and a due date for payment;

e. **"Enforcement Costs"** means the costs reasonably incurred by the Owners Corporation in carrying out any task connected with the enforcement of the By-Laws against an Owner or Occupier, including the cost to the Owners Corporation of engaging professional or trade services (including but not limited to a strata managing agent, building manager, contractor, and/or security service costs);

f. **"Lot"** means a lot or any part of a lot in the Strata Plan;

g. **"Occupier"** means the legal occupier of a Lot from time to time;

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h. **"Owner"** means the registered proprietor of a Lot from time to time;

i. **"Owners Corporation"** means the owners corporation known as The Owners - Strata Plan No. 87778;

j. **"Strata Plan"** means registered strata plan no. 87778.

2. Owners and Occupiers are bound by the By-Laws and must comply with the By-Laws. The By-Laws may change from time to time. Owners and Occupiers should ensure they are aware of the terms of the By-Laws.

3. If an Owner or Occupier breaches any of the By-Laws, the Owners Corporation may take steps to enforce the By-Laws against the Owner / Occupier in breach. These steps may include but not be limited to:

   3.1 Communicating with the Owner and/or Occupier by phone

   3.2 Issuing a letter to the Owner and/or Occupier

   3.3 Proposing and attending a meeting with the Owner and/or Occupier

   3.4 Issuing a formal notice to comply in accordance with the Act

   3.5 Making an application for and attending mediation

   3.6 Applying to the NSW Civil and Administrative Tribunal for relevant orders.

4. If an Owner or Occupier breaches a By-Law and the Owners Corporation incurs Breach Costs, the Owner of the Lot in breach of the By-Law is responsible for paying those Breach Costs. The Owner of the Lot may recover the Breach Costs from the Occupant.

5. If an Owner fails to pay the Breach Costs within 14 days of the date of a Costs Notice, the Owners Corporation may take steps to recover the Breach Costs as a debt, including applying to a court of competent jurisdiction for appropriate orders.

6. Despite anything contained in this by-law, if any clause or part of a clause in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that clause) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant clause shall remain in full force and effect.

Special By-Law 52 - Renovation Works

1. For the purposes of this by-law:

   1.1. **"Act"** means the *Strata Schemes Management Act 2015* as amended from time to time;

   1.2. **"Application"** means a written application by an Owner to the Strata Committee relating to their proposed Works including the following details:

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a) the type of Works to be completed, including the brand and quality of the Works;

b) the supplier, manufacturer, installer, make, model and specifications of the Works;

c) a detailed plan of the proposed location of the Works;

d) evidence that the Works will not interfere with the quiet and peaceful enjoyment of other Owners;

e) evidence that the Works will not interfere with the structural integrity of the Building;

f) details of the contractors and/or tradesperson engaged to carry out the Works, including evidence that the contractors and/or tradespersons are properly licensed and qualified; confirmation that the contractors and/or tradespersons have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation;

g) approvals from the relevant statutory/regulatory Authority, including, if necessary, council approval; and

h) any other document reasonably required by the Strata Committee.

1.3. "**Approval**" means written approval from the Owners Corporation (via the Strata Committee) to the Owner in response to their Application, with or without conditions.

1.4. **"Authority"** means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

1.5. **"Building"** means the building and improvements on the land located at 1-11 Canterbury Road Canterbury;

1.6. **"Committee"** means the strata committee elected by the Owners Corporation from time to time;

1.7. **"Common Property"** means the common property in the Strata Plan;

1.8. **"Costs"** means all professional and trade costs/fees/disbursements incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works;

1.9. **"Direction"** means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

1.10. "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

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a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
b) any sum payable by way of increased insurance premiums; and
c) any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

1.11. **"Lot"** means a lot in the Strata Plan;

1.12. **"Owner"** means the owner(s) of a Lot from time to time;

1.13. **"Owners Corporation"** means the owners corporation known as The Owners – Strata Plan No. 87778;

1.14. "**Remedial Works"** means repair, maintenance, replacement, removal and/or relocation of items installed as part of the Works or relating to the Works, and/or the Common Property affected by the Works;

1.15. **"Strata Manager"** means the strata managing agent engaged by the Owners Corporation from time to time;

1.16. **"Strata Plan"** means registered strata plan number 87778;

1.17. "**Works**":

1.17.1. means building works carried out by Owners at their Lots, so far as those works affect the adjacent common property, including but not limited to the following:-

a) renovations to kitchens, laundries and/or bathrooms (but subject to clause 1.17.2 below);

b) installation of:-

(i) security screen doors;

(ii) skylights;

(iii) gas heating;

(iv) exhaust fans;

(v) awnings;

(vi) double glazed windows;

(vii) air-conditioning units;

(viii) hard flooring;

c) alterations to the layout of the plumbing and electrical system in the Lot;

1.17.2. excludes the following works:

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1.17.2.1. additions to or alterations of the structure of a Lot or the structure of the Common Property, such as the removal, replacement or construction of walls. Such works require a separate by-law;

1.17.2.2. works affecting waterproofing, including complete bathroom renovations. Such works require a separate by-law;

1.17.2.3. works which change the external appearance of the Lot or the Building. Such works require a separate by-law;

1.17.2.4. cosmetic works such as the following:

a) installing or replacing hooks, nails, or screws for hanging paintings and other things on walls;

b) painting;

c) filling minor holes and cracks in internal walls;

d) laying carpet;

e) wall-papering;

f) installing or replacing built-in wardrobes;

g) installing new cabinets without penetrating Common Property wall or floor.

Owners may carry out cosmetic works without approval, but must ensure that any damage caused to the common property is repaired and that the cosmetic works and any repairs are carried out in a competent and proper manner.

2. Prior to carrying out the Works, the Owner must make an Application to the Owners Corporation, via the Strata Committee.

3. The Strata Committee will consider the Application either within 14 days, or at the next Strata Committee meeting following the receipt of the Application, and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.

4. The Approval will not be unreasonably withheld and may be subject to the adoption of an additional by-law authorising the Works as required by the Act, which by-law must contain substantially similar terms to that set out in this by-law.

5. The Approval may be subject to the Owner agreeing to pay a license fee to the Owners Corporation, or agreeing to an alteration of the unit entitlement allocated to their lot, to reflect the Owner's use of an increased area of the common property. In these circumstances, a separate by-law will usually be required.

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6. The Owners Corporation may engage an expert (including but not limited to a qualified engineer or building consultant) to provide advice to assist in its determination of the Application.

7. In relation to clause 6 above, if the Owners Corporation engages an expert, all associated costs, fees and disbursements will be paid by the Owner.

8. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

9. The Works and Remedial Works must be carried out and completed:

   a) in a proper workmanlike manner and by licensed and/or accredited contractors;

   b) with due skill and care using proper materials;

   c) in compliance with all reasonable requirements of the Owners Corporation;

   d) (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;

   e) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;

   f) in keeping with the appearance of the Building in its style, colour, materials and overall design;

   g) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;

   h) between the hours of 8:00am and 6:00pm Monday to Friday (inclusive), 9:00am and 12noon on Saturdays, and exclusive of Sundays and public holidays;

   i) in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;

   j) ensuring that the security of the Building is maintained throughout the performance of the Works and Remedial Works;

   k) promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;

   l) keeping all areas of the Building as clean and tidy as possible; and

   m) promptly repairing any damage to any part of the Building caused by the Works and/or Remedial Works;

   n) ensuring that the Owners Corporation is provided with all certificates issued for the Works, including certificates issued by an Authority and certificates of inspecting experts such as engineers and certifiers.

10. The Owner is responsible for and will bear all Costs.

11. If required by the Owners Corporation, the Owner must permit the Owners Corporation's expert or contractor to access their Lot for the purpose of inspecting the Works upon completion and submitting a report to the Owners Corporation (via

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the Strata Committee) confirming that the Works have been completed in compliance with the requirements of this by-law and any additional conditions of the Approval.

12. Where the Owners Corporation has incurred Costs on behalf of an Owner (including the costs incurred in clause 10), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

13. In the event Lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.

14. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

15. If the Owner fails to comply with clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

    a) enter upon any part of the Lot to carry out the work;

    b) carry out all work necessary to perform that obligation; and

    c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

14. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

15. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.

16. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 87778 was affixed on ^ 05/06/24 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal

Signature: Rod Smith Name: Rod Smith Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

THE OWNERS OF STRATA PLAN No 87778
Common Seal

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Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 87778 was affixed on ^ 05/06/24 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: .....

Name: Rod Smith

Authority: Strata Manager

Signature: .....

Name: .....

Authority: .....

^ Insert appropriate date

* Strike through if inapplicable

THE OWNERS OF STRATA PLAN No 87778
Common Seal

City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbcity.nsw.gov.au

WADE:176246

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Certificate No: 20265795
14 August 2026

Land which Certificate is issued for:

Lot 12 SP 87778

12 / 1-11 Canterbury Road, CANTERBURY NSW 2193

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN

City of Canterbury Bankstown
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INFORMATION PROVIDED UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments
Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans
Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies
Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Housing and Infrastructure (DPHI) website at https://www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the NSW Legislation website at https://legislation.nsw.gov.au.

State Environmental Planning Policies:
State Environmental Planning Policy (Biodiversity and Conservation) 2021
- Chapter 2: Vegetation in non-rural areas
- Chapter 3: Koala habitat protection 2020
- Chapter 6: Bushland in urban areas
- Chapter 7: Canal estate development
- Chapter 10: Sydney Harbour Catchment
- Chapter 11: Georges River Catchment

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
- Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021
- Chapter 2: State and regional development
- Chapter 3: Aboriginal Land
- Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
State Environmental Planning Policy (Precincts - Regional) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
- Chapter 2: Coastal Management
- Chapter 3: Hazardous and offensive development
- Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021
- Chapter 2: Mining, petroleum production and extractive industries
- Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021
- Chapter 2: Infrastructure
- Chapter 3: Educational establishments and child care facilities
- Chapter 4: Major infrastructure corridors

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act
Draft SEPPs: None applicable
Planning proposals: Not applicable.

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2 Zoning and Land Use Under Relevant Planning Instruments

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE E1 – LOCAL CENTRE

1. Permitted without consent
Home occupations

2. Permitted with consent
Amusement centres; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 1 or 3

3. Prohibited
Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Ecotourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit https://legislation.nsw.gov.au/ or contact Council on 02 9707 9000.

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m^2. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

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2.4 Area of Outstanding Biodiversity Value
Not applicable

2.5 Conservation Area and/or Environmental Heritage
Heritage Item
The subject property has been identified in the relevant principal planning instrument as a Heritage Item, and as such is subject to specific provisions aimed at ensuring the retention and conservation of the building (or that part of the site which contains the identified heritage significance).

3 Contribution Plans
Canterbury Bankstown Local Infrastructure Contributions Plan 2022
This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

Housing and Productivity Contribution
The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system

4 Complying Development
Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	No, the land is excluded for the following reason(s)*: Heritage Item
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	No, the land is excluded for the following reason(s)*: Heritage Item
Housing Alterations Code	No, the land is excluded for the following reason(s)*: Heritage Item
General Development Code	No, the land is excluded for the following reason(s)*: Heritage Item
Greenfield Housing Code	Not applicable
Inland Code	Not applicable

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Commercial and Industrial (New Building and Alterations) Code	No, the land is excluded for the following reason(s)*: Heritage Item
Commercial and Industrial Alterations Code	No, the land is excluded for the following reason(s)*: Heritage Item
Container Recycling Facilities Code	No, the land is excluded for the following reason(s)*: Heritage Item
Demolition Code	No, the land is excluded for the following reason(s)*: Heritage Item
Subdivision Code	No, the land is excluded for the following reason(s)*: Heritage Item
Fire Safety Code	No, the land is excluded for the following reason(s)*: Heritage Item

**Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address.*

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m^2 in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at https://legislation.nsw.gov.au/

5 Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes)2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code
Yes

Advertising and Signage Exempt Development Code
Yes

Temporary Uses and Structures Exempt Development Code
Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at https://www.heritage.nsw.gov.au/.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general

CANTERBURY BANKSTOWN

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requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 **Affected Building Notices and Building Product Rectification Orders**
Not applicable

7 **Land Reserved for Acquisition**
There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 **Road Widening and Road Realignment**
Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

9 **Flooding**
The land, or part of the land, **is within** the flood planning area (FPA) and consequently the probable maximum flood (PMF).

The land, or part of the land, **is subject to** flood related development controls.

Please note that a Stormwater Systems Report (SSR) will be required from Council (cost applies) to further understand constraints that may relate to development of the property. An SSR can be ordered online from Council website.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.4 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (https://cb.city/flooding).

NB: The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan.

10 **Council and Other Public Authority Policies on Hazard Risk Restrictions**
Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip
The land is not affected by a policy restriction relating to landslip

Tidal Inundation
The land is not affected by a policy restriction relating to tidal inundation

Subsidence
The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils
The land is not affected by a policy restriction relating to acid sulfate soils.

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Contamination
Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cbcity.nsw.gov.au.

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity
Not applicable

Coastal Hazards
Not applicable

Sea Level Rise
Not applicable

Unhealthy Building Land
The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)
Not applicable

11 **Bush Fire Prone Land**
Not applicable

12 **Loose-Fill Asbestos Ceiling Insulation**
Not applicable

13 **Mine Subsidence**
The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 **Paper Subdivision Information**
Not applicable

15 **Property Vegetation Plans**
Not applicable

16 **Biodiversity Stewardship Sites**
Not applicable

17 **Biodiversity Certified Land**
Not applicable

18 **Orders Under Trees (Disputes Between Neighbours) Act 2006**
Not applicable

19 **Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**
Not applicable

20 **Western Sydney Aerotropolis**
Not applicable

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21 Development Consent Conditions for Seniors Housing
Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing
Not applicable

23 Water or sewerage services
Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24 Special entertainment precincts
The land or part of the land is not in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

25 Interim development in future infrastructure corridors
Section 4.7A of the State Environmental Planning Policy (Transport and Infrastructure) 2021 and/or a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section, does not apply to the land.

Sydney WATER

Service Location Print

Application Number: 8005596276



Document generated at 07-10-2026 10:50:31 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**.

Sydney WATER

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
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.5
- 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) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

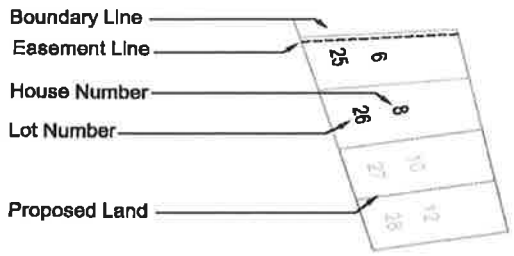
Vacuum Sewer

- 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**.

Sydney WATER

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

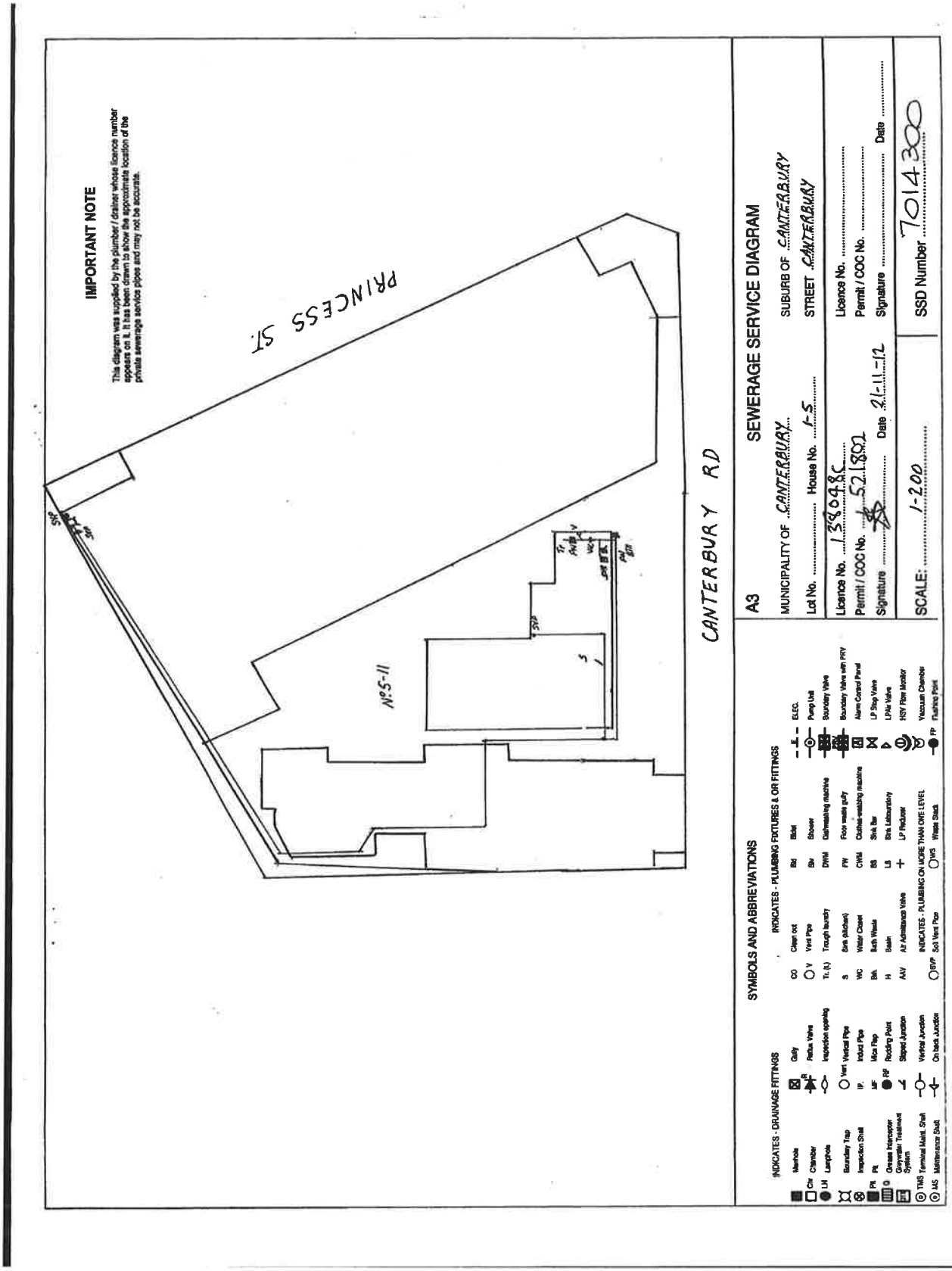
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sydney WATER

Sewer Service Diagram

Application Number: 8005596282



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