

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 Email: joseph@adrianwilliam.com.au	Phone: 0404 429 239 Ref: Joseph Ferreira
co-agent		
vendor	Joseph Boulos Azzi 14/753-769 New Canterbury Road, Dulwich Hill NSW 2203	
vendor's solicitor	Infinity Conveyancing PO Box 690, Five Dock NSW 2046 Email: sebastian@infinityconvey.com.au	Phone: 0422 835 566 Ref: 26-421
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	14/753-769 New Canterbury Road, Dulwich Hill NSW 2203 Lot 14 in Strata Plan 61705 Folio Identifier 14/SP61705	
	☒ 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 numbered: 1,2,6,8,9,10,33,34,35,53. 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: clothes dryer.		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) PEXA
(clause 4):

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General

- ☒ 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 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 off the plan contract

Other

- ☐ 61

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

Fairwater Strata Services
 Shop 3, 90 Tennyson Road, Mortlake NSW 2137
 admin@fairwaterstrata.com.au
 9743 2359

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to
practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with
reference to a contract for the sale of property at 14/753-769 New Canterbury Road, Dulwich
Hill NSW 2203, from **Joseph Boulos Azzi**
to _____
in order that there is no cooling off period in
relation to that Contract.
3. I do not act for **Joseph Boulos Azzi** and am not employed in the legal practice of a solicitor acting
for **Joseph Boulos Azzi** nor am I a member or employee of a firm of which a Solicitor acting for
Joseph Boulos Azzi is a member or employee.
4. I have explained _____
to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period
in relation to the Contract.

Dated: _____

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
 - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
 - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
 - (c) the highest bidder is the purchaser, subject to any reserve price,
 - (d) if there is a disputed bid—
 - (i) the auctioneer is the sole arbitrator, and
 - (ii) the auctioneer's decision is final,
 - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
 - (f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person,
 - (g) a bid must not be made or accepted after the fall of the hammer,
 - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
 - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - (b) subject to the condition prescribed by subsection (3)(a)—
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
 - (ii) no other vendor bid may be made by the auctioneer or another person,
 - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
 - (a) more than 1 vendor bid may be made to purchase the interest of a co-owner

- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
 - (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
 - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
- The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
- (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
 - (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option, 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.

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.

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

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

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

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

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

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

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

5 Requisitions

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

- 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.

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.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

- 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.

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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.

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.

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

14/753-769 New Canterbury Road, DULWICH HILL NSW 2203

Additional Clauses to the Contract for the Sale and Purchase of Land.

Purchaser's Acceptance of Discharges and Withdrawals

33. Upon completion, the vendor will create or cause to be created into the PEXA Workspace, a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the purchaser the registration fee payable thereon and the purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

Whole of Agreement

34. The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this Contract whether made by a party or any other person acting or purporting to act on behalf of a party.

Limit of Agent's Authority

35. The purchaser acknowledges that any identity referred to as vendor's agent was employed only to find a purchaser and was given no authority to vary the terms and/or clauses of the Contract and/or to make statements as agent of or in any other way binding on the vendor, whether orally in writing, by advertisement or otherwise unless authorised by the said vendor in writing so to do.

Incapacity of Parties

36. Without in any way negating, limiting or restricting any rights or remedies which would have been available had this clause not been included, should the purchaser or any person included in that term or the vendor or any person included in that term prior to completion die or become mentally ill, then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of clause 19 of this Contract shall apply. FURTHER if any corporation being a party to this Contract prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up that party or a liquidator or provisional liquidator, receiver or official manager or administrator is appointed in respect of that party, then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of clause 19 of this Contract shall apply.

Interest Payable on Delayed Completion

37. In the event that this Contract is not completed within the time prescribed in clause 15 (or if the vendor is not ready or willing to complete on that date, from such later date on which the vendor is ready and willing to complete) interest shall be payable up to and including the date of completion, on the balance of the purchase price at the rate of ten per centum per annum and from the expiry of the time referred to in clause 15 shall accrue and is payable on completion or

on termination of the Contract for breach by the purchaser.

Length of Notice to Complete

38. In addition to the rights set out in this Contract for sale and purchase of land, the purchaser agrees that in the event that this Contract is not completed within the time prescribed in clause 15 then at any time thereafter the vendor shall be entitled to give the purchaser a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the vendor shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.

Legal Costs of Delayed Completion

39. If completion of this Contract does not take place on or before the completion date through no fault of the vendor, then the purchaser shall pay to the vendor as an adjustment on completion the sum of three hundred and thirty dollars (\$330.00) inclusive of GST to cover legal costs and other expenses incurred by the vendor as a consequence of the delay. The purchaser hereby acknowledges that the interest rate stated in clause 37 and the costs and expenses aforesaid represent a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date and it is an essential term of this Contract that the interest and costs and expenses as provided by clause 37 and this clause.

Settlement Cancellation Charge

40. If the vendor's conveyancer attends to settlement and the settlement is subsequently cancelled for any reason on the agreed and/or scheduled day (other than the due to the wilful default on the part of the vendor), the purchaser must pay to the vendor in addition to any money payable under this Contract, the sum of two hundred and twenty dollars (\$220.00) for the additional professional fees and other expenses incurred by the vendor as a result of the cancellation of settlement. The purchaser acknowledges that the sum of two hundred and twenty dollars (\$220.00) is a genuine pre-estimate of the additional expenses and it is an essential term of this Contract that such amount must be paid on or before settlement.

Condition of Property

41. The purchaser warrants to the vendor that:-
- a) the purchaser enters into this Contract solely in reliance upon his own inspection of the property or inspections made on the purchaser's behalf

and not in reliance on any statement of the vendor or anyone on the vendor's behalf;

- b) no-one on the vendor's behalf has made any representation with respect to the condition of the property;

and the purchaser is purchasing the property in its present condition and state of repair subject to any infestation and dilapidation, any defects whether they be latent or patent and the structures whether they be legal or illegal and shall make no objection or requisition or claim for compensation or rescind this Contract in respect of the same. Subject to any prescribed items implied by law and notwithstanding any other provision in this Contract, the purchaser accepts the vendor's title to the property and waives all requisitions on title and objections to title. This clause shall not merge on completion.

Adjustments on Issue of Notice to Complete

- 42. In the event that the vendor issues a notice to complete on the purchaser and therewith or subsequently thereto but prior to the date fixed for completion in such notice serves a statement of the vendor's calculation of the adjustments of rates and other adjustments to be made pursuant to this Contract then apart from any manifest error such adjustments shall be deemed to be correct unless not less than twenty four (24) hours prior to the date fixed for completion, the purchaser serves on the vendor a statement setting out the purchaser's calculation of adjustments to be made pursuant to the Contract and setting out those matters in respect to which the purchaser disputes the adjustments made by the vendor and the reasons for the matters disputed.

Interpretation and Severability

- 43.
 - a) If there is any inconsistency between the Standard Form Contract for the Sale and Purchase of Land and these Additional Clauses, these Additional Clauses prevail.
 - b) In this Contract unless the contrary intention appears, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) any gender includes all other genders;
 - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
 - (iv) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns); and
 - (v) a body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity

as that body or authority.

- c) Each clause, sub-clause and additional clauses of this Contract shall be severable from each other clause, sub-clause and additional clause and the invalidity or unenforceability of any clause, sub-clause or any additional clause for any reason, shall not prejudice or in any way affect the validity or enforceability or any other clause, sub-clause or additional clause.

Agent's Commission

- 44. The purchaser warrants that they have not been introduced to the vendor for the property comprised in this Contract by any real estate agent other than the vendor's agent named herein. The purchaser hereby indemnifies the vendor against any claim by any agent other than the vendor's agent named herein for commission in respect of the sale (including all costs and expenses in relation to any enforcement action) arising as a result of any breach of the said warranty. This clause does not merge on completion.

Amendment to Standard Contract for the Sale and Purchase of Land

- 45. The following clauses comprised in this Contract shall be amended as follows:-
 - a) clause 7.1.1 is amended by deleting "5%" and inserting "any amount claimed".
 - b) the words "on reasonable grounds" are deleted from clause 8.1.1.
 - c) clause 8.2.2 is deleted.
 - d) clause 10.1.8 is amended by deleting "substance" inserting "existence".
 - e) clause 11 is deleted.
 - f) clause 12.1 and 12.2 are deleted.
 - g) clause 14.4.2 is deleted.
 - h) clause 14.8 is amended by deleting "or any adjoining footpath or road".
 - i) clause 16.4 is deleted.
 - j) clause 17.3 is deleted.
 - k) clause 20.8 is deleted.

- l) clause 23.9 is deleted.
- m) clause 23.13 is deleted.
- n) clause 23.14 is deleted.
- o) clause 31.2 is deleted.

Adjustment for Water & Sewerage Usage

46. The vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:-
- a) The number of unbilled days up to and including the adjustment date by;
 - b) The average charge per day for usage for the last period for which an account issued.

Pre Completion Inspection

47. For the purposes of clause 12.3 "Pre-completion Inspection" shall be an inspection of the property by the purchaser, or any one of them, or by any person authorised by them, which inspection shall be made either on the day of completion or not more than three (3) days prior thereto.

Foreign Investment Review Board Approval

48. The purchaser acknowledges that the purchaser has warranted to the vendor:-
- a) that the purchaser is resident or is a temporary resident in Australia (whether a natural person or a corporation):-
 - b) that the Foreign Takeovers Act, 1975 (Commonwealth) could not therefore apply to the purchaser or to this purchase.
 - c) in the event that the Foreign Takeovers Act, 1975 is found to apply to the purchaser and to this transaction, the purchaser will indemnify the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof and shall pay all such monies as would restore the vendor to the position the vendor would have enjoyed if that warranty had been correct.

This warranty and indemnity shall not merge on completion.

Guarantee

49. a) This clause applies if the purchaser is a company.

- b) For purposes of this Contract "Covenantor" means the directors, those holding shares in the capital of the purchaser and the officers or persons who signed this Contract on behalf of the purchaser or who witness the fixing of the purchaser's common seal on this Contract. The obligations of those comprising the Covenantors shall be joint and several.
- c) In consideration of the vendor at the request of the Covenantor entering into this Contract the Covenantor
 - i. Covenants with the vendor that the Covenantor will be with the purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this Contract; and
 - ii. Guarantee to the vendor the punctual payment of all money payable by the purchaser under this Contract and the performance of the terms and conditions of this Contract.
- d) If for any reason this Contract is not enforceable by the vendor against the purchaser in whole or in part, the Covenantor shall indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this Contract been enforceable against the purchaser.

Release of Deposit

- 50. a) In the event that the vendor is purchasing another property then notwithstanding anything herein appearing the purchaser shall forthwith upon being requested in writing addressed to the purchaser or his/her solicitor/conveyancer authorising the depositholder to release the deposit or so much hereof as is required by the vendor to enable the vendor to pay the deposit on the property which they alone or with any other person is purchasing.
- b) In the event that the vendor requires the use of the deposit, or part thereof, for the purpose aforesaid, the depositholder is hereby authorised by the parties to the Contract to release the deposit, or part thereof, to the vendor for such purpose or paid to the Revenue NSW for the payment of Stamp Duty.

Inclusions

- 51. a) The vendor does not make any representation or warranty about the state of repair or condition of the inclusions and the purchaser accepts them in their state of repair and condition at the date of this Contract.
- b) The vendor is not responsible for the loss of, damage to (other than loss

or damage due to the act or default of the vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the date of this Contract.

Credit Code

52. The purchaser acknowledges that the vendor has entered into this Contract on the purchaser's warranty that:
- a) the purchaser does not require credit in order to pay for the Property; or
 - b) if the purchaser requires credit in order to pay for the Property, the purchaser has obtained such credit on reasonable terms prior to the date of this Contract.
 - c) the purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the completion date.

Goods and Services Tax (GST)

53. The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser shall indemnify the vendor against any liability to pay GST arising from any breach of this warranty. This clause shall not merge on completion.

Building Legislation Amendment (Smoke Alarms) Act 2005

54. a) The vendor discloses that to the best of their knowledge and belief the property complies with the Building Legislation Amendment (Smoke Alarms) Act 2005;
- b) In the event that the property does not so comply then the purchaser shall be responsible after the date hereof for all and any works required to comply with the said Act and any regulations made under it;
- c) No claim or requisition or delay in completion shall occur as a result of any non-compliance at the date of this Contract.

Section 52A

55. Subject to Section 52A of the Conveyancing Act 1919, as amended, and the regulations made there under:-
- a) the vendor gives no warranty, undertaking or condition that the property is suitable for any purpose or usage, as a condition of the property or the extent, nature or state of repair of any improvements thereon and the purchaser shall be deemed to have relied entirely upon his/her/their

enquiries absolutely.

- b) notwithstanding anything to the contrary herein contained the express or implied, the purchaser acknowledges by his/her/their execution hereof that he/her/their has satisfied himself/herself/themselves in all respects as to the zoning of the property and as to any restrictions imposed thereon by any Municipal, Shire, Government, Semi-government or other public authority and will raise no objection, requisition or claim for compensation in relation to any such matter as hereinbefore stated nor shall the purchaser have any right to rescind or terminate this Contract.
- c) no objection, requisition or claim for compensation shall be made by the purchaser nor shall the purchaser have any right to rescind or terminate this Contract if it should be found that any boundary of the property be not fenced or that any boundary, wall or fence or any other part of the property shall not be upon or within such boundary.
- d) the vendor shall not be required to establish any easement, right or privilege in respect of any service through upon, over or under the property. If any water or sewerage main or any stormwater pipe or drain passes through over or under the property, or if any sewer manhole or vent be upon or in the property, the purchaser shall not raise any requisition, objection or claim for compensation in respect thereof, nor shall the purchaser have any right to rescind or terminate the Contract.

Entitlement to Issue Notice to Complete

56. The vendor shall be entitled to serve a notice pursuant to clause 38 even though at the date of such notice the property may be subject to a charge for land tax.

Any Boundary

57. No objection requisition or claim for compensation shall be made by the purchaser if on or before completion of this Contract it may be found that any boundary of the property not be fenced or that any boundary fence or wall shall not be on or within such boundary.

Service Location Diagram and Sewer Service Diagram

58. The vendor does not warrant the accuracy of the Service Location Diagram and/or the Sewer Service Diagram attached hereto. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing referred to in the Service Location Diagram and/or the Sewer Service Diagram attached hereto and issued by Sydney Water.

Services

59. The purchaser shall take title subject to the existing water, sewerage and drainage, gas and electricity telephone or other installations services and utilities. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing disclosed and in respect of:-
- a) the nature, location, availability or non –availability of any of them
 - b) any of them being a joint service with any other property
 - c) any service for any other property or any connections for any other property which pass through the property
 - d) any sewer or water main or connection which passes through in or over the property
 - e) any manhole or vent on the property; and
 - f) the absence of any rights or easements in respect of any of those installations or services or utilities or in respect of the mains, pipes or connections to or from the property for them.

Extension to Cooling-off Period

60. In the event that this Contract is subject to a cooling-off period and the purchaser requests and is granted an extension to the cooling-off period by the vendor, then in such event, the purchaser shall pay, for each request and grant (if multiple), the sum of two hundred and twenty dollars (\$220.00) to cover professional fees and other expenses incurred as a consequence of the extension to the cooling-off period, as a genuine pre-estimate of those additional expenses.

Section 184 Certificate

61. The purchaser is to obtain the information certificate under section 184 Strata Schemes Management Act 2015 issued after the Contract date in relation to the lot, the scheme or any higher scheme from the Owners Corporation and agrees to provide a copy of the information certificate to the vendor at least seven (7) days before the date for completion. Should the purchaser not do so and completion is delayed, the purchaser agrees to pay interest in accordance with clause 37.



Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/SP61705

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/10/2026	4:44 PM	9	7/9/2023

LAND

LOT 14 IN STRATA PLAN 61705
AT PETERSHAM
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

JOSEPH BOULOS AZZI (T AE619204)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP61705
- 2 AT420445 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26-421...

PRINTED ON 16/10/2026

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



Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP61705

SEARCH DATE	TIME	EDITION NO	DATE
16/10/2026	4:44 PM	10	7/10/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 61705
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PETERSHAM
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP61705

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 61705
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- FAIRWATER STRATA SERVICES
PO BOX 329
CONCORD 2137

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1008391 EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF
PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 3 DP1008391 RESTRICTION(S) ON THE USE OF LAND
- 4 AN386587 INITIAL PERIOD EXPIRED
- 5 AW507940 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 61705

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 34		2 - 35		3 - 35		4 - 30	
5 - 25		6 - 26		7 - 28		8 - 28	
9 - 28		10 - 27		11 - 27		12 - 28	
13 - 28		14 - 28		15 - 25		16 - 26	
17 - 29		18 - 29		19 - 29		20 - 28	
21 - 35		22 - 36		23 - 36		24 - 36	
25 - 36		26 - 36		27 - 36		28 - 36	
29 - 48		30 - 18		31 - 23		32 - 28	
33 - 23							

END OF PAGE 1 - CONTINUED OVER

26-421...

PRINTED ON 16/10/2026

FOLIO: CP/SP61705

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26-421...

PRINTED ON 16/10/2026

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

COUNCIL'S CERTIFICATE

Marrickville Council (Name of Council)

having satisfied itself that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with approves of the proposed:

* strata plan

* strata plan of subdivision

illustrated in the annexure to this certificate

- * The strata plan/strata plan of subdivision is part of a development scheme. The Council is satisfied that the plan is consistent with any conditions of any development consent and that the plan gives effect to the steps of the strata development contract to which it relates.
- * The Council does not object to the encroachment of the building beyond the alignment of

- * This approval is given on the condition that the use of lot (s) (being utility lot/s designed to be used primarily for the storage or accommodation of books, motor vehicles or goods and not for human occupation) as a place of deposit or storage is not restricted to the proprietor of a lot or proposed proprietor of a lot but is to be the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 10/11/99

Subdivision No. 54 1999 017 2 3 022

Signature: *[Signature]* Council Manager / Authorised Person

* Complete or delete if applicable.

SURVEYOR'S CERTIFICATE

GERARD JUNEK & JUNEK PTY LTD

of 47 MARATAH STREET, HARBORFIELD 2015

a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of

* 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 public space) - in respect of which encroachment an appropriate assessment -

* has been created by registered -

* is to be created under section 88B of the Conveyancing Act 1919.

(3) the survey information recorded in the accompanying lodging plan is accurate

Signature: *[Signature]*

Date: 6 JULY 1999

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in FOUR sheets.

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

[Signature]



SUNCORP/MEYWAY Ltd A.C.N. 010 831 722 BY ITS ATTORNEY
GLENN ANTHONY CHENEY

WHO CERTIFIES THAT THEY ARE A

LEGAL ATTORNEY PURSUANT

TO POWER OF ATTORNEY BOOK

NO. 372 OF WHICH THEY HAVE

BEEN GIVEN NO NOTICE OF

REVOCATION

SIGNED IN MY PRESENCE BY

THE SAID ATTORNEY WHO IS

PERSONALLY KNOWN TO ME

[Signature]
WITNESS

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 100 8391



SP61705

LGA : MARRICKVILLE

Locality : DULWICH HILL

Registered: 25.11.1999

SEE CERTIFICATE

Parish : PETERSHAM

County : CUMBERLAND

Purpose: STRATA PLAN

Ref. Map: PETERSHAM SH13

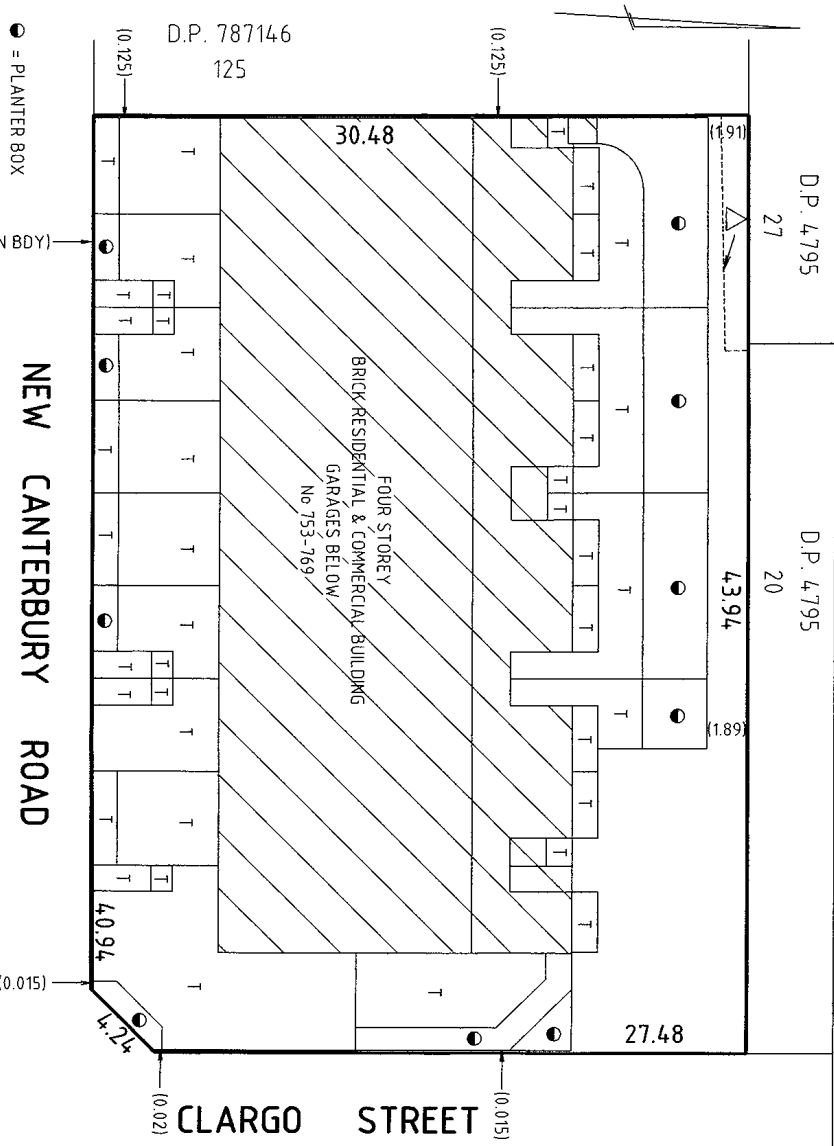
Reduction Ratio i: 250

Lengths are in metres

Last Plan: DP 4795

Name of, and x address for service of notices on, the owners corporation
x Address required on original strata plan only.

THE OWNERS - STRATA PLAN No 61705
753 - 769 NEW CANTERBURY ROAD, DULWICH HILL, 2203



NEW CANTERBURY ROAD

General Manager/Authorised Person

Purpose: CONSOLIDATION

Last Plan: DP 4791

D.P. 4795

Lengths are in metres. Reduction Ratio

Suburb/Neighborhood: DULWICH HILL

County: CUMBERLAND

This is sheet 1 of my plan in _____ sheets:
(Delete if inapplicable).

47 WARATAH ST., HABERFIELD, 2045

The survey relates to **LOT 1**

Signature: _____
 Datum Line: ¹⁰ A ¹⁰ S
 Surveyor registered under No. _____

U.P. S : 4/95, 33405, 398210, 415466, 43121
517587, 787146

PANEL FOR USE ONLY for statements of intent

PURSUANT TO SECTION 88(B) C

1) EASEMENT FOR SEWERAGE

2) RESTRICTION ON THE USE
POSITION)

ROAD WIDENING

SOLE
 DIAMOND
 SKELETON
 R. G. M. V.
 SHARRES PTY. LIMITED
 402
 401
 082 586 285

WFO CERTIFIES THAT THEY ARE A
LEVEL IIATION, IN ACCORDANCE
TO POWER OF ATTORNEY BOOK
NO. 12 OF WHICH THEY HAVE
RECEIVED A NOTICE OF
DECLARATION
MADE IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

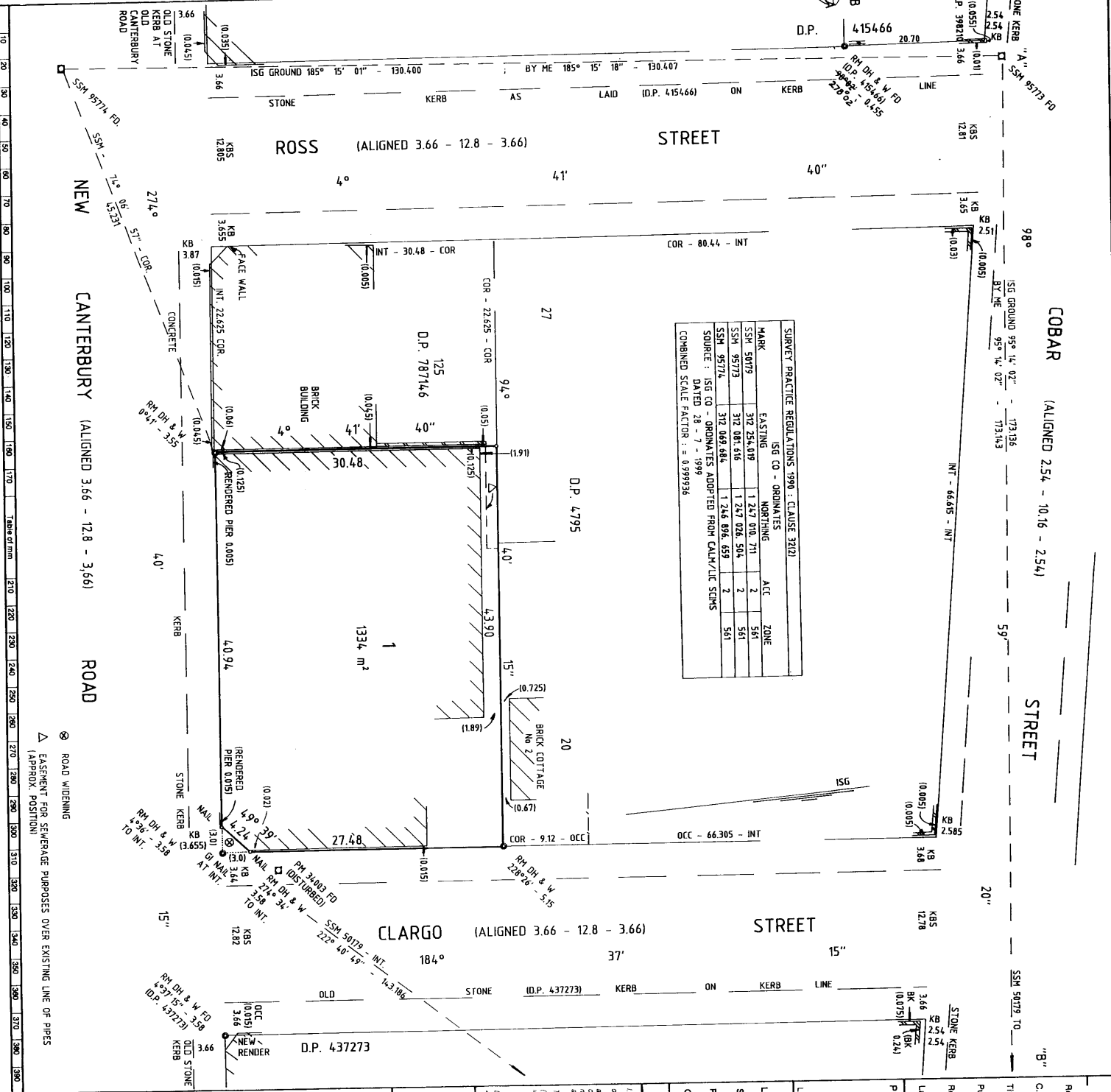
WITNESS

Crown Lands Office Approval	
PLAN APPROVED	Authorised Officer
Land District	
Page No.	
Field Book	pages

Council's Certificate

have been complied with by the applicant in relation to the proposed 75551416242 10
insert new name "Subsidiary or consolidated firm set out herein
(Insert Name No. DA 1999 01763, 01
Date 01/11/99 

(Signature) _____
 General Manager/Authorized Person
 Council File No. 53451-080
 *This part of certificate to be obtained where the application is only for a road dedicated by or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.
 To be filled if inapplicable



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919.**

Sheet 1 of 3 sheets

Lengths are in metres

DP1008391

Consolidation of Lots 21,22,23 and
24 in DP4795, covered by Council's
Certificate No. DA 199901763.01
of 10.11.1999

PART 1

Full name and address of
proprietors of land:

SHARRESS PTY LIMITED
(A.C.N. 082 586 285)
1-27 Princess Highway
St Peters NSW 2044
as to Lots 21,22,23 and 24
DP 4795

**KHOURY TAXATION SERVICES
PTY LIMITED**
(A.C.N. 001 575 391)
775-777 New Canterbury Road
Hurlstone Park NSW 2193
As to Lot 125 DP 787146

1. Identity of easement firstly referred
to in abovementioned plan:

Easement for Sewerage
Purposes over Existing Line of Pipes

Schedule of lots etc. affected

Lot burdened
Lot 1 DP

Lot Benefited
Lot 125 DP 787146

2. Identity of restriction secondly referred
to in abovementioned plan:

Restriction on the Use
of Land

Schedule of Lots etc. affected

Lot burdened
Lot 1 DP

Lot benefited
Lot 125 DP 787146

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

Sheet 2 of 3 sheets

DP1008391

Consolidation of Lots 21,22,23,and
24 in DP4795, covered by Council's
Certificate No. DA 199901763.01
Of 10.11.1999

PART 2

**1. Terms of Easement for Sewerage Purposes over Existing Line of Pipes firstly referred
to in abovementioned plan:**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the lot burdened, together with the right to use, for the purpose of the easement, any line of pipes already laid within the lot burdened for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefor and together with the right for the grantee and every person authorised by him with any tools implements, or machinery, necessary for the purpose, to enter upon the lot burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the lot burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to insure as little disturbance as possible to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the written consent of Sydney Water.

2. Terms of Restriction on the Use of Land secondly referred to in abovementioned plan:

No building or other structure shall be erected, constructed or placed on the land shown as Easement for Sewerage Purposes over Existing Line of Pipes without the prior consent in writing of the Sydney Water first had and been obtained nor otherwise than in strict compliance with such conditions as Sydney Water may impose and this restriction shall not be released varied or modified without the written consent of Sydney Water.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.**

Sheet 3 of 3 Sheets

Lengths are in metres

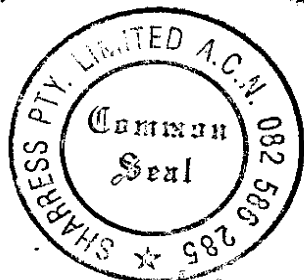
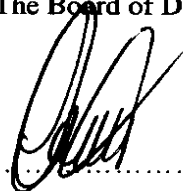
DP1008391

Consolidation of Lots 21,22,23 and
24 in DP4795, covered by Council's
Certificate No. DA 199901763.01
of 10.11.1999

The Common Seal of
SHARRESS PTY LIMITED

(A.C.N. 082 586 285)

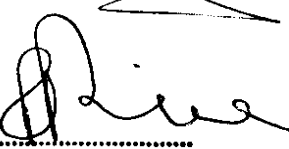
was hereunto affixed by authority of
The Board of Directors in the presence of:



SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

GLENN ANTHONY CHENEY

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME


.....

.....
WITNESS

REGISTERED



ja 23-11-1999

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN386587D

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.

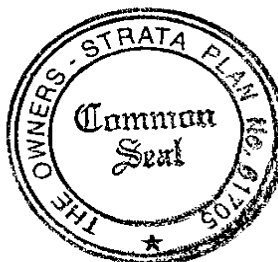
(A) TORRENS TITLE	For the common property CP/SP61705		
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/1566	CODE CH

- (C) The Owners-Strata Plan No. 61705 certify that a special resolution was passed on 13/12/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1 - 19
Added by-law No. 1 - 18
Amended by-law No. _____
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 61705 which includes new Added By-law No.1 to 18 starting from Page 3 of 8 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 61705 was affixed on 29/5/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: M. Pirozzi
Name: MARGARET PIROZZI
Authority: STRATA MANAGER
Signature: _____
Name: _____
Authority: _____



OFF SG
OFF CB AH58784

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 61705

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The seal of The Owners-Strata Plan No 61705 was affixed on 29/5/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): M. Pirozzi

Name(s) [use block letters]: MARGARET PIROZZI

Authority: STRATA MANAGER



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

map

Schedule 3 Model by-laws for residential strata schemes – SSMR 2016

1 Vehicles

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

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

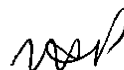
4 Obstruction of common property

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

5 Keeping of animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.



- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

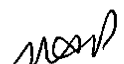
8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Option A

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



10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

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

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

map

- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

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

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
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max

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
- (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-Law No.20:

The plants in the planter boxes within Lots 1 to 4 inclusive on the ground floor shall remain in the ownership of the Owners Corporation and the maintenance of the plants and the access to the plants will be the responsibility of the Owners Corporation. Watering of the plants will be the responsibility of the owners of Lots 1 to 4 inclusive.

SPECIAL BY-LAW 1 – Installation of Air Conditioning Lots 32 & 33

- (a) The owner for the time being of Lots 32 and 33 and that of its tenant ("the Occupants") shall have the right at their individual expense to install an air-conditioning unit to service Lots 32 and 33 in such locality in Lots 32 and 33 as approved by the Executive Committee which approval shall not be unreasonably withheld.
- (b) The Occupants of Lots 32 and 33 shall indemnify and agree to indemnify the Owners Corporation against any liability for damage to common property caused by or contributed by the Occupants as a result of the installation and working of the air-conditioning unit.
- (c) The Occupants of Lots 32 and 33 release the Owners Corporation from any liability for damage or loss to the air-conditioning unit unless caused by the deliberate or negligent act or omission of an officer or employee or agent of the Owners Corporation.
- (d) The Occupants of Lots 32 and 33 shall ensure that the air-conditioning unit is kept clean at all times and shall be responsible for any maintenance including replacement of the air-conditioning unit and
- (e) Should at any time the air-conditioning unit be removed for any reason the penetrations/openings in which the air-conditioning unit was installed will be made good to the original condition.

Any complaints relating to noise of operation by the air-conditioning unit will be attended to by the Occupants promptly and without delay.

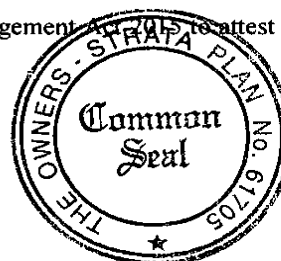
The seal of The Owners-Strata Plan No 61705 was affixed on 29/5/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): M. Pirozzi

Name(s) [use block letters]: MARGARET PIROZZI

Authority: STRATA MANAGER

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705



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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 61705 was affixed on ^ 29/5/18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: M. Prozzi Name: MARGARET PROZZI Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/7123

Land Registry Document Identification

AW507940

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/SP61705	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP61705
Other legal entity

Meeting Date

11/06/2026

Added by-law No.

Details Special By-Law No.7 & 8

Repealed by-law No.

Details N/A

Amended 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

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 law and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP61705
Signer Name SIMONE KASAD
Signer Organisation SIMONE KASAD
Signer Role PRACTITIONER CERTIFIER
Execution Date 03/10/2026

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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/SP61705

(B) **LODGED BY**

Document
Collection
Box

1W

Name

Company Bylaws Assist

Address PO Box: 8274, Baulkham Hills, NSW, 2153

E-mail services@bylawsassist.com.au

Contact Number +61 411 777 557

Customer Account Number 135632E

Reference BLA/7123

CODE

CH

- (C) The Owner-Strata Plan No. 61705 certify that a special resolution was passed on 11/6/2026
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No. _____
- Added by-law No. Special By-Law No.7 & 8
- Amended by-law No. _____
- as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 61705 which includes new Added Special By-law No.7 & 8 starting from Page 27 of 31 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 61705 was affixed on 14 September 2026 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 : A Chan

(Electronic signature of me, Amy Chan, affixed by me on 14 September 2026 at 3.00pm)

Name : Amy Chan

Authority : Fairwater Strata Services, Strata Managing Agents

Signature : _____

Name : _____

Authority : _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 61705

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Schedule 3 Model by-laws for residential strata schemes

Strata Schemes Management Regulation 2016

1 Vehicles

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

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

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

5 Keeping of animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Option A

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

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

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

 bin includes any receptacle for waste.

 waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

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

 bin includes any receptacle for waste.

 waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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

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

By-Law No.20:

The plants in the planter boxes within Lots 1 to 4 inclusive on the ground floor shall remain in the ownership of the Owners Corporation and the maintenance of the plants and the access to the plants will be the responsibility of the Owners Corporation. Watering of the plants will be the responsibility of the owners of Lots 1 to 4 inclusive.

Special By-Law No.1 – Installation of Air Conditioning Lots 32 & 33

- (a) The owner for the time being of Lots 32 and 33 and that of its tenant ("the Occupants") shall have the right at their individual expense to install an air-conditioning unit to service Lots 32 and 33 in such locality in Lots 32 and 33 as approved by the Executive Committee which approval shall not be unreasonably withheld.
- (b) The Occupants of Lots 32 and 33 shall indemnify and agree to indemnify the Owners Corporation against any liability for damage to common property caused by or contributed by the Occupants as a result of the installation and working of the air-conditioning unit.
- (c) The Occupants of Lots 32 and 33 release the Owners Corporation from any liability for damage or loss to the air-conditioning unit unless caused by the deliberate or negligent act or omission of an officer or employee or agent of the Owners Corporation.
- (d) The Occupants of Lots 32 and 33 shall ensure that the air-conditioning unit is kept clean at all times and shall be responsible for any maintenance including replacement of the air-conditioning unit and
- (e) Should at any time the air-conditioning unit be removed for any reason the penetrations/openings in which the air-conditioning unit was installed will be made good to the original condition.

Any complaints relating to noise of operation by the air-conditioning unit will be attended to by the Occupants promptly and without delay.

Special By-Law No.2 – Lot 4 Works

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) “**Act**” is the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” is lot 4 on the strata scheme.
- (4) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no.61705.
- (5) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulation 2016*.
- (6) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property, which includes Minor Renovations.
- (7) “**Works**” means the alterations and additions, including Minor Renovations, performed by the Owner (at the

Owner's expense and to remain the Owner's fixture) as detailed below, shown in the ***Main Bathroom Layout Drawing and Ensuite Layout Drawing*** attached to this By-law as "**Annexure A**" and in accordance with the ***Scan Report*** dated 1 October 2021 prepared by *GPR Scanning Australia*, a copy of which was tabled at the meeting of the Owners Corporation approving this by-law and is **appended to the agenda** of that meeting:

i. Main Bathroom

- (a) Remove the existing main bathroom wall and floor tiles, fixtures, fittings and accessories
- (b) Rough-in electrical to all required power points to accommodate new layout
- (c) Rough-in plumbing to all required hot, cold and drainage points to accommodate new layout
- (d) Reconfigure vanity and toilet drainage, including any core drilling required, in accordance with the ***Scan Report*** dated 1 October 2021 prepared by *GPR Scanning Australia* and as shown in ***Main Bathroom Layout Drawing***
- (e) Add wall niche in bath area
- (f) Re-sheet and render all required walls and square set ceiling
- (g) Apply one coat of epoxy oil-based primer
- (h) Apply two coats of waterproofing system to shower walls and floor per Australian Standards
- (i) Apply sand and cement bedding with correct fall to drainage points
- (j) Tile floors and 100mm skirting
- (k) Tile subway feature wall behind bath/shower area
- (l) Apply grout floor and skirting joints
- (m) Install new electrical fixtures and fittings as shown in ***Main Bathroom Layout Drawing***
- (n) Install new plumbing fixtures and fittings as shown in ***Main Bathroom Layout Drawing***
- (o) Install over bath frameless glass shower screen panel

ii. Ensuite

- (a) Remove the existing ensuite wall and floor tiles, fixtures, fittings and accessories
- (b) Rough-in electrical to all required power points to accommodate new layout
- (c) Rough-in plumbing to all required hot, cold and drainage points to accommodate new layout as shown in ***Ensuite Layout Drawing***
- (d) Reconfigure toilet drainage, including any core drilling required, in accordance with the ***Scan Report*** dated 1 October 2021 prepared by *GPR Scanning Australia* and as shown in ***Ensuite Layout Drawing***
- (e) Add linear grate in shower area
- (f) Re-render all required walls and square set ceiling
- (g) Apply one coat of epoxy oil-based primer
- (h) Apply two coats of waterproofing system to shower walls and floor per Australian Standards
- (i) Apply sand and cement bedding with correct fall to drainage points
- (j) Tile floors and 100mm skirting

- (k) Tile walls in shower area only
- (l) Apply grout floor and skirting joints
- (p) Install new electrical fixtures and fittings as shown in *Ensuite Layout Drawing*
- (q) Install new plumbing fixtures and fittings as shown in *Ensuite Layout Drawing*
- (r) Install over bath frameless glass shower screen panel

iii. Kitchen

- (a) Remove the existing kitchen joinery, splash back, fixtures, fittings and appliances
- (b) Rough-in electrical to all required power points to accommodate new layout
- (c) Rough-in plumbing to all required hot, cold and drainage points to accommodate new layout. No structural plumbing works proposed. To use existing plumbing and drainage.
- (d) Install new kitchen joinery, stone benchtop and tile splash back to accommodate new layout
- (e) Grout splash back tiles with Ardex mould resistant grouting system
- (f) Install new electrical fixtures, fittings and appliance
- (g) Install new plumbing fixtures and fittings

iv. Flooring

- (a) Remove existing flooring in kitchen, entrance area and laundry
- (b) Relevel floor, sand and cement in kitchen, entrance area and laundry as required
- (c) Install new laminate floorboards in kitchen, entrance area and laundry with acoustic underlay as required.

- (8) In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (9) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

- (10) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.
- (11) This Common Property Rights By-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.
- (13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Works

- (14) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
 - (a) further specifications of the Works;
 - (b) the signed Owner's consent form for this By-law in respect of the Works;
 - (c) details of the contractor performing the Works; and
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (15) The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (16) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (17) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

General Conditions

- (18) When performing the Works, the Owner must:
 - (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.

- (f) must only perform the Works when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
- (i) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

- (19) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (20) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
 - (a) Certification of waterproofing from a duly licensed and insured contractor; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- (21) The Owner must, at the Owner's expense:
 - (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (22) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (23) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.
- (24) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

- (25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.

- (26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

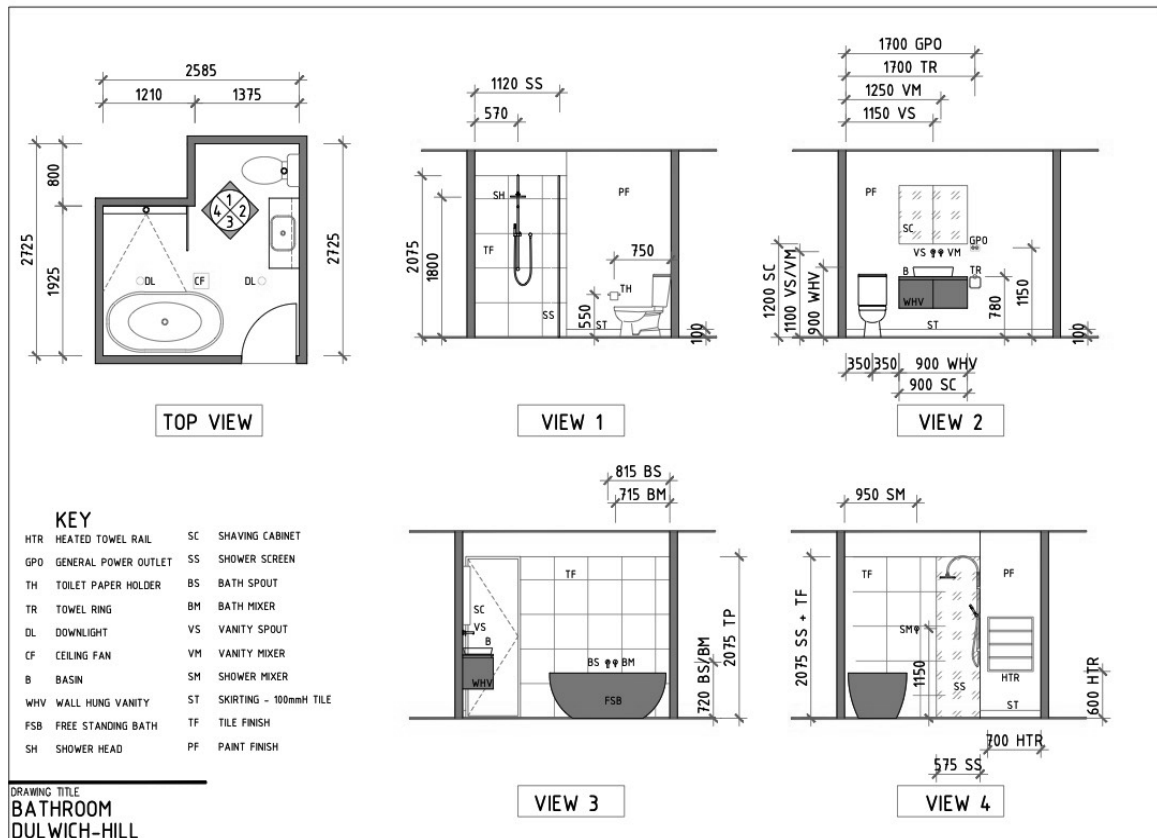
- (27) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

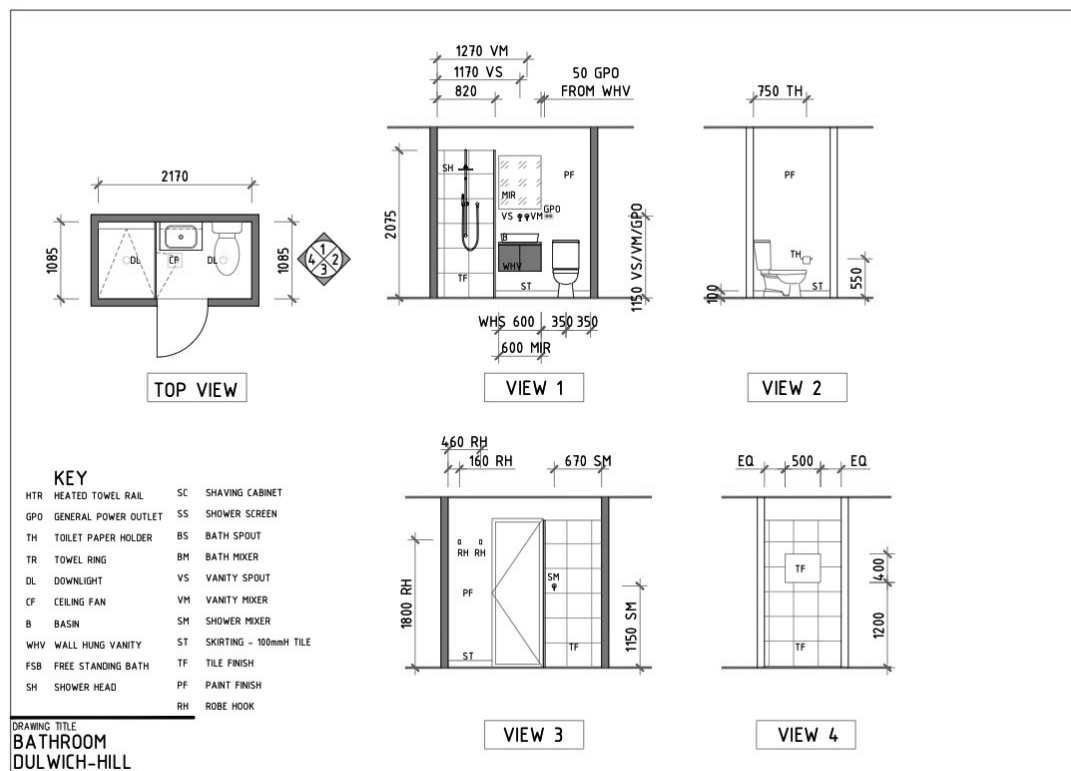
- (28) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

Annexure A

Main Bathroom Layout Drawing



Ensuite Layout Drawing



Special By-law No.3 – Lot 32 Works – Installation of External Signage

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) “**Act**” is the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” is Lot 32 (Shop 3) on the strata scheme.
- (4) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no. 61705.
- (5) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property.
- (6) “**Works**” means the alterations and additions, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) to install gloss black AluSigns and decals along external awning of the Lot, along with a lightbox under awning, and paintwork to sections of shopfront, as shown in the *Signage Mock-Up Photographs* annexed to this by-law and marked “**Annexure A**”.
- (7) In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

- (9) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.
- (10) This Common Property Rights By-law shall not be amended, added to or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (11) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.
- (12) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Works

- (13) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works;
 - (b) the signed Owner's consent form for this By-law in respect of the Works;
 - (c) details of the contractor performing the Works; and
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (14) The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (15) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (16) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

General Conditions

- (17) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
 - (f) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

- (18) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (19) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the any documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- (20) The Owner must, at the Owner's expense:
- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (21) If the Owner removes or has the Works or any part of the Works removed, or if the tenant whose Works (i.e., the external signage) are installed leaves the scheme, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (22) The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.
- (23) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

- (24) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (25) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

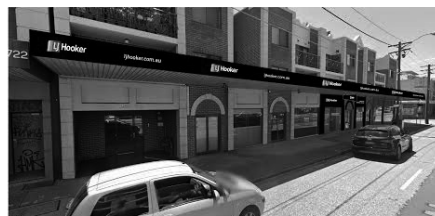
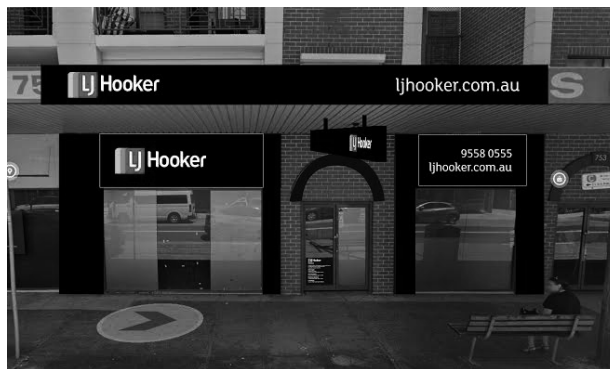
- (26) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (27) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

Annexure A

Signage Mock-Up Photographs



Special By-law No.4 – Surveillance and Privacy

A. Owners Corporation's Obligations

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

- (a) the power to install, remove and maintain a Security System and any additional security devices on the common property.
- (b) the power to install signage around the common property and entrance areas to warn Owners, Occupiers and invitees that the common property is being monitored.
- (c) the power to have the Security System on 24-hour monitoring and recording.
- (d) the power to enter into arrangements with third parties from time to time for operation of the Security System and the installation, repair, replacement of the Security System or any part of it.
- (e) the power to replace the Security System from time to time as determined by the Owners Corporation.
- (f) the duty to notify any agents or contractors of the Owners Corporation that the common property is under Surveillance by the Security System prior to attending the property.
- (g) the duty to keep any Security System installed pursuant to this by-law in a good and serviceable repair;
- (h) the power to delegate any of the above functions, (a) to (g), to the Strata Managing Agent under the direction of the strata committee of the Owners Corporation.

B. Access to Security Recordings

The Owners Corporation must:

- (a) ensure compliance with the *Surveillance Devices Act 2007* and / or any other Acts or Regulations applicable.
- (b) ensure that all Security Recordings are held securely on a hard driver recorder and that only the Strata Managing Agent shall have access to view and download Security Recordings when required from time to time.
- (c) ensure no Owner or Occupier can hold or access Security Recordings, passwords or access keys to Security Recordings without the written consent of the Owners Corporation.
- (d) ensure that any Owner or Occupier is only permitted access to view a Security Recording when a nominated member of the Strata Committee is present.
- (e) ensure that the Owner or Occupier requesting access to view a Security Recording pay any administrative or other costs (if any) in respect of recovering any footage from a Security Recording from any third-party security company for their own benefit.
- (f) ensure that Security Recordings are only accessed or used for the purposes of determining a breach of the security, breach of by-law, an insurance matter or cause of damage to the common property areas within the building. Access to Security Recordings must not be provided for personal use of any Owner or Occupier.
- (g) ensure that a log, as set out below, is to be maintained of all requested, and accessed, Security Recordings to ensure data protection and privacy for all residents;

Date	Time	Viewed By	Date Range Accessed	Reason for Access	Access requested by
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C. Owner's Obligations

An Owner or Occupier of a lot must:

- (a) ensure any Visitor on the scheme is made aware that the common property is under Surveillance by the Security System.
- (b) not interfere with the Security System installed by the Owners Corporation.
- (c) not do anything that might prejudice the security or safety of the building.

D. Defined Terms and Interpretation

- (1) “**Owner**” means any owner or owners of a lot from time to time on strata plan no.61705
- (2) “**Occupier**” means an occupier, lessee, licensee, sub-lessee, or sub-licensee of a lot from time to time on strata plan no.61705
- (3) “**Security System**” means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens and mechanisms (including all ancillary equipment) installed on the common property to provide security for all lot owners.
- (4) “**Security Recordings**” means either analogue or digital images or recordings of activities in the common property areas.
- (5) “**Visitor**” means a contractor, invitee or agent of the Owner or Occupier on strata plan no.61705
- (6) In this by-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (7) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Special By-law No.5 – Lot 12 Works Undertaken

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use and Special Privileges to keep Works performed on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) “**Act**” means the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” means lot 12 in Strata Plan No.61705.
- (4) “**Major Renovations**” means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.

- (5) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (6) “**Owner**” means the owner or owners from time to time (present and future) of the Lot.
- (7) “**Rights of Exclusive Use**” means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (8) “**Special Privileges**” means the privilege to keep Works that alter and add to the common property.
- (9) “**Works**” means the alterations and additions, in or to the Owner’s Lot and the common property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below:
 - (a) Polish existing floorboards
 - (b) Remove existing bathroom floor tiles, wall tiles, fixtures, fittings, and accessories.
 - (c) Re-waterproof bathroom to Australian Standards.
 - (d) Tile on top of the existing tiles.
 - (e) Install fixtures, fittings, and accessories, including new vanity and toilet. No structural works undertaken. Used existing drainage connections.
- (10) In this common property rights by-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (11) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.61705 and this by-law, the provisions of this by-law shall prevail.

Grant of Special Privileges & Rights of Exclusive Use

- (12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to keep Works performed on their Lot and so much of the common property that is necessary for the benefit of that Owner.
- (13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Planning and Approvals

- (14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works undertaken.

Compliance with Codes

- (15) The Owner must ensure that the Works undertaken comply with all directions, orders and requirements of all relevant statutory authorities.

- (16) The Owner must ensure that the Works undertaken were carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and in compliance with the *Home Building Act 1989* and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme at the time the Works were undertaken on their Lot.
- (17) The Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the completion of the Works undertaken on their Lot for the Owners Corporation's records:
 - (a) a copy of all certifications for the Works undertaken, including but not limited to any warranties, guarantees and trade certifications, in accordance with all relevant NCC requirements, Australian Standards and laws; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- (18) The Owner must, at the Owner's expense, properly maintain the Works undertaken on their Lot and keep them in a state of good and serviceable repair and when necessary, renew or replace any fixtures or fittings comprised in the Works.
- (19) The Owner shall not be responsible for rectifying any pre-existing issues from the building's original design or construction, breaches of the National Construction Code (NCC) and Building Code of Australia (BCA), or any defects uncovered before, during and after the Works undertaken.
- (20) If the Owner removes the Works or any part of the Works undertaken under this common property rights by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (21) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works undertaken do not at any time cause any damage to the Lot, another lot, or the common property.

Liability and Indemnity

- (22) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works undertaken, including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works undertaken, including their installation, repair, maintenance, replacement, removal and/or use; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works undertaken, including their installation, repair, maintenance, replacement, removal and/or use.
 - (d) liability under **section 122 (6)** of the ***Strata Schemes Management Act 2015*** in respect of repair of the common property attached to the Works undertaken.
- (23) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works undertaken and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

- (24) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works undertaken (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.
- (25) Any loss and damage suffered by the Owners Corporation as a result of the Owner performing and using the Works undertaken, including failure to maintain, renew, replace or repair the Works as required under this common property rights by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

Breach of By-law

- (26) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this common property rights by-law, at the Owner's cost and to be recoverable by the Owners Corporation as a debt due, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (27) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this common property rights by-law. The Owners Corporation may refuse to execute any document relating to the registration of this common property rights by-law until such time as the Owner pays those costs.

Special By-law No.6 – Lot 12 Works – Ensuite Renovation

Purpose of By-law

- (1) This common property rights by-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) “**Act**” means the *Strata Schemes Management Act 2015*.
- (3) “**Lot**” means Lot 12 in Strata Plan No.61705.
- (4) “**Major Renovations**” means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, or work for which consent, or another approval is required under any other Act or the law.
- (5) “**Minor Renovations**” means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (6) “**Owner**” means the owner or owners from time to time (present and future) of the Lot.
- (7) “**Rights of Exclusive Use**” means the rights to exclusively use part of the common property affected by and attached to the Works undertaken by the Owner.
- (8) “**Special Privileges**” means the privilege to alter and add to the common property by performing Works that affect the common property.
- (9) “**Works**” means the alterations and additions, in or to the Owner's Lot and the common property, including Major Renovations and Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to renovate the ensuite bathroom on the Lot as detailed below -

- (a) Remove existing bathroom floor tiles, wall tiles, fixtures, fittings, and accessories, including shower screen, vanity and toilet.
 - (b) Undertake plumbing works required to connect new fixtures and fittings, including taps, shower mixer, toilet, and vanity. Only minor plumbing work required to reconnect new fixtures to existing plumbing and making any minor adjustments required for proper fit. No structural works proposed. To use existing drainage connections.
 - (c) Undertake electrical works as required.
 - (d) Apply rendering and waterproof bathroom to Australian Standards.
 - (e) Tile floor and walls, including grouting and silicone in corners.
 - (f) Install new fixtures, fittings, and accessories, including wall to wall shower screen, taps, shower mixer, toilet, and vanity. No structural works proposed. To use existing drainage connections.
- (10) In this common property rights by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this common property rights by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (11) This common property rights by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws applicable to Strata Plan No.61705 and this by-law, the provisions of this by-law shall prevail.

Grant of Rights of Exclusive Use and Special Privileges

- (12) On the conditions set out in this common property rights by-law, the Owner shall have Rights of Exclusive Use and Special Privileges to carry out and keep Works on their Lot and that part of the common property to which the Works are directly attached or which is occupied by the Works.
- (13) This common property rights by-law shall not be amended, added to, or repealed except with the consent in writing of the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (14) The Owner must, if required by law, obtain, and provide to the Owners Corporation, written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- (15) The Owner must, if required by law, obtain a construction certificate for the Works under Part 6 of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.
- (16) The Owner must ensure that the design for any structural works forming part of the Works is certified in accordance with the *Design and Building Practitioners Act 2020* (where applicable).

Specification of Works

- (17) The Owner must, at the Owner's cost, submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:

- (a) further specifications of the Works;
- (b) duration and times of the Works;
- (c) arrangements to manage any resulting rubbish or debris;
- (d) the signed Owner's consent form for this By-law in respect of the Works;
- (e) licence details of the contractor performing the Works; and
- (f) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$20,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

- (18) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (19) The Owner performing the Works must comply with all directions, orders, and requirements of any statutory or other authority, and of the Owners Corporation and must ensure, and be responsible for, compliance with such directions, orders and requirements by the Owner's servants, agents, and contractors.
- (20) The Owner performing the Works must ensure that the Works are carried out in compliance with all applicable building codes and standards (including but without limitation the National Construction Code (NCC) and the Australian Standards and all other relevant laws (including but without limitation in relation to fire safety) and in compliance with the by-laws applicable to the strata scheme.

General Conditions

- (21) When performing the Works, the Owner must:
 - (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
 - (f) repair promptly any damage caused or contributed to by the Works, including damage to the common property, or another lot in the strata scheme, or damage to the property of the Owners Corporation, or the property of an owner or occupier of another lot in the strata scheme.
 - (g) ensure the Works are carried out:
 - (i) in compliance with the manufacturer's specifications and instructions for installation, where applicable;
 - (ii) using materials that are new and fit for the purposes to which those materials are put; and
 - (iii) in a manner so as to result in the Works being reasonably fit for occupation.
 - (h) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply.

After Completion of the Works

- (22) Immediately upon completion of the Works, the Owner must notify the Owners Corporation in writing that the Works have been completed and must restore any lot property or common property affected by the Works (but not forming part of the Works) as nearly as possible to the state they were in immediately before the Works.
- (23) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
 - (a) a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications, and including a certificate from the licensed and insured contractor who installed the waterproofing membranes as part of the Works certifying the waterproofing membranes have been installed in accordance with all relevant NCC requirements, Australian Standards and laws; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Rights and Obligations

Maintenance and Repair

- (24) The Owner must, at the Owner's expense properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works.
- (25) The Owner shall not be responsible for rectifying any pre-existing issues from the Building's original design or construction, breaches of the National Construction Code (NCC) and Building Code of Australia (BCA), or any defects uncovered during Works, however the Owner shall be responsible to notify the Owners Corporation of any breaches or defects uncovered during Works so that the Owners Corporation can resolve such defects within a reasonable timeframe before completion of the Works by the Owner.
- (26) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.
- (27) The Owner must:
 - (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval in accordance with the Act from the Owners Corporation to carry out such alterations, additions or works.
 - (b) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot, or the common property.

Liability and Indemnity

- (28) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works, including their installation, repair, maintenance, replacement, removal and/or use; and
 - (d) liability under *section 122 (6)* of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Works.

- (29) The Owners Corporation has specially resolved that it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works, and that this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Repair of Damage

- (30) The Owner is liable for and must, at the Owner's expense, make good any damage to the Lot, another lot or the common property arising out of or in connection with the Works (no matter when such damage may become evident) and will make good that damage immediately after it has occurred.
- (31) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or to which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

Breach of By-law

- (32) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this common property rights by-law, and recover the costs for replacement or rectification from the Lot Owner, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (33) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the drafting, passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.

Special By-Law No.7 – Short-Term Rental Accommodation Restrictions

A. General Obligations

- (1) An Owner of a lot must only use, or permit a Residential Lot to be used, for Residential Accommodation.
- (2) Notwithstanding **Clause A (1)** above, an Owner, whose lot is their principal place of residence, may use their lot for a Short-Term Rental Accommodation Arrangement to accommodate paying guests and visitors from time to time.

B. Short-Term Rental Accommodation Restrictions

Where an Owner is absent from the lot and that lot is not that Owner's principal place of residence, an Owner, or their Occupier, must–

- (i) not use that lot, for any type of Short-Term Rental Accommodation Arrangement;
- (ii) not advertise or solicit, or permit or authorise any agent, servant, or contractor to advertise or solicit for a Short-Term Rental Accommodation Arrangement less than three (3) months duration; and
- (iii) not end a residential tenancy agreement less than three (3) months into its term without lawful justification for doing so.

C. Owner's Obligations

- (1) Where an Owner of a Residential Lot uses their lot for a Short-Term Rental Accommodation Arrangement as provided in **Clause A (2)** above, the owner must:
- (a) notify the Owners Corporation at least 21 days prior to commencing such an arrangement from their Lot and complete an application as provided by the Owners Corporation;

- (b) provide evidence to the Owners Corporation that the lot is their principal place of residence;
- (c) provide to the Owners Corporation as evidence of their compliance with the Code of Conduct:
 - (i) a notice that they are using their lot for the purpose of Short-Term Rental Accommodation Arrangement;
 - (ii) their contact details for contact between 9am to 5pm, 7 days of the week, and emergency contact details outside of those hours. Contact details must include a phone number;
 - (iii) a copy of the certificate of insurance for third party injuries and death on short-term rental accommodation premises;
 - (iv) evidence that the Owner or Occupier has approval of the local council (if required);
 - (v) evidence that the Owner or Occupier (as hosts) and the lot (as the premises) are registered on the STRA Register by providing the certificate or certification number and any premises register for Short-Term Rental Accommodation Arrangements;
 - (vi) evidence that the Lot has complied with all requirements of the NSW Government STRA Fire Safety Standard; and
 - (vii) any other item that the Owners Corporation reasonably requires, within 5 business days of that request.
- (2) An Owner or Occupier who leases, sub-leases a lot or assigns such a lease or sub-lease must give the Owners Corporation written notice of the lease or assignment in accordance with section 258 of the Act and must give a copy of that notice to the strata manager, and if there is no strata manager, to the Secretary.
- (3) An Owner or Occupier who leases, sub-leases a lot or assigns such a lease or sub-lease must maintain a register of all the names of their paying guests and visitors and contact details and details of any motor vehicles being parked on property, which will be provided to the Strata Manager on reasonable request e.g., in case of damage to common property.
- (4) The Owner or Occupier of a Lot must ensure that the number of persons who reside in the Lot, and sleep overnight in the Lot for more than four (4) consecutive nights, does not exceed twice the number of Bedrooms in the Lot, meaning –
 - (a) in a one (1) Bedroom Lot only two (2) adults may reside;
 - (b) in a two (2) Bedroom Lot only four (4) adults may reside; and
 - (c) in a three (3) Bedroom Lot only six (6) adults may reside.
- (5) An Owner or Occupier must not use rooms for sleeping accommodation other than rooms designated as Bedrooms on the Lot.
- (6) An Owner or Occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
- (7) If a lot is subject to Short-Term Rental Accommodation Arrangement, then the Owner or Occupier must take all reasonable action to restrain any breach of the by-laws, or any other laws, by their paying guests and visitors, and shall be subject to any relevant Act or Regulations, including any relevant Codes of Conduct, imposed by any governing authorities.
- (8) If an Owner of a lot, allows any paying guests and visitors to stay on their lot under a Short-Term Rental Accommodation Arrangement, the Owner must provide a copy of the By-laws for the property and take all reasonable actions to make those paying guests and visitors aware of, and must ensure compliance with, the by-laws applicable to the strata scheme, to ensure those paying guests and visitors do not cause a nuisance to any other Owners or Occupiers, or affect the use and enjoyment of their lot and common property, including that their paying guests and visitors:
 - (a) do not make too much noise on the Lot and common property;

- (b) do not block any residential parking and common property;
 - (c) do not bring any pets onto the property;
 - (d) do not smoke or dispose of cigarette butts on the common property;
 - (e) do not damage the common property; and
 - (f) take steps to ensure rubbish is disposed of correctly.
- (9) The Owner must repair any damage to common property caused by their use of the lot under a Short-Term Rental Accommodation Arrangement, at their cost, and indemnifies the Owners Corporation against all claims and liability arising out of the use of their lot for such a purpose.
- (10) The Owner must ensure that in all cases the Owner, or a representative of the Owner, will hand all access keys to each of the paying guests and visitors on arrival and recover all keys from the paying guests and visitors on their departure.
- (11) The Strata Manager must be advised immediately if any access keys to the property are not recovered.
- (12) An Owner or Occupier of a lot must ensure that no key container devices are affixed to the front door of the Lot.
- (13) The Owners Corporation is empowered to impose any reasonable restrictions in respect of any Short-Term Rental Accommodation Arrangement undertaken on a lot by an Owner on the Strata Scheme.
- (14) If an Owner receives more than two (2) notices in a 12 month period from the Owners Corporation for breach of the by-laws under s146 of the Act, by their paying guests and visitors, then the Owners Corporation may take action against the Owner to have any rights to accommodate paying guests and visitors under a Short-Term Rental Accommodation Arrangement suspended or revoked in accordance with the Act or any corresponding regulations.

D. Action for failure to comply with laws

- (1) If an Owner, or their Occupier, fails to comply with the terms of this by-law, and as a consequence, any local authority issues an Order or commences proceedings under the *Environmental Planning and Assessment Act 1979* in relation to that lot then the Owner or Occupier must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.
- (2) Further, if an Owner or Occupier of a lot fails to comply with this by-law or any other laws, then the Owners Corporation, at its sole discretion, may do all things necessary to enforce the terms of this by-law, or any relevant law, including but not limited to:
- (a) commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction; and/or
 - (b) assisting the local authority in any legal proceedings.
- (3) The Owner or Occupier must indemnify the Owners Corporation with respect to any expenses reasonably incurred by the Owners Corporation in relation to any proceedings referred to in **Clause D (1) and (2)** above.

E. Definitions and Interpretations

- (1) In this by-law,
- (a) “**Act**” means *Strata Schemes Management Act 2015*.
 - (b) “**Bedroom**” means is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval and includes any other room prescribed by the regulations as a bedroom for the purposes of this section. A bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry, balcony, courtyard, or terrace area (whether or not enclosed).

- (c) **“Code of Conduct”** means the Short-Term Rental Accommodation Code of Conduct published under the *Fair Trading Act 1987 (NSW)* and the regulations, and includes any replacement or additional Codes of Conduct applicable.
 - (d) **“Owner”** means any owner or owners of a lot from time to time on strata plan 61705.
 - (e) **“Occupier”** means a tenant, lessee, licensee, sub-lessee, or sub-licensee of a lot from time to time on strata plan 61705.
 - (f) **“Residential Lot”** means a lot in the strata plan 61705 that has development approval from the local authority and approval from the Owners Corporation to be used for Residential Accommodation.
 - (g) **“Residential Accommodation”** means permanent residential occupation of a lot as approved by the local authority.
 - (h) **“Short-Term Rental Accommodation Arrangement”** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by the regulations not to be a short-term rental accommodation arrangement.
 - (i) **“STRA Register”** means the mandatory register for hosts with a short-term rental arrangement (STRA) property, requiring registration of their property via the NSW Planning Portal before advertising or offering it for short-term rental.
- (2) The restrictions in this by-law are for the purpose of protecting the health, security, safety (including compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property.
 - (3) This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
 - (a) the *Environmental Planning & Assessment Act 1979* and regulations; or;
 - (b) the *Fair Trading Act 1987* and regulations;
 - (c) any conditions of any consent given by the local authority in connection with the development approval for the development of the site now constituted by the Strata Scheme;
 - (d) the Act; and
 - (e) generally at law.
 - (4) For the avoidance of doubt, if a term of this by-law is invalid, void, or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

Special By-Law No.8 – Restriction on Use of Planter Boxes

- (1) **An owner or occupier must not place any soil or plants directly into the Planter Boxes on the strata scheme.**
- (2) The owners corporation is empowered to cover the Planter Boxes on the scheme if their use shall be found to cause significant damage to the common property or other lots on the strata scheme.
- (3) Notwithstanding clause (1) and (2) above, if an owner or occupier places or installs any pot plants or fake grass in the Planter Boxes on their lot, that owner or occupier must ensure that the Planter Boxes are kept neat and tidy, and no pot plants grow into or over the Planter Boxes or affect the waterproofing within the Planter Boxes, by placing a tray underneath the pot plants to ensure there is no water leaking into the Planter Boxes.

- (4) Where any waterproofing is failed, or any other damage is caused (such as drainage pipes in the Planter Boxes being blocked by soil or roots), by the roots of any pot plants placed or installed by the owner or occupier in the Planter Boxes on their lot, the owner or occupier that installed that pot plant must be responsible for the repair of the waterproofing to that Planter Boxes affected and all other water damage caused to the common property or another lot.
- (5) An owner or occupier must, when watering pot plants in a Planter Boxes, ensure that water does not leave the Planter Boxes, and affect any other lot or the common property.
- (6) An owner or occupier will be responsible for, and indemnifies the owners corporation for, any damage or loss suffered, caused or contributed to by pot plants, placed or installed by the owner or occupier in the Planter Boxes on their lot, from being overwatered, or being thrown from, or blowing off an owner or occupier's lot.
- (7) An owner or occupier must, at their own expense, make good any damage to the common property or another lot on the scheme caused as a result of pot plants, placed or installed by the owner or occupier in the Planter Boxes on their lot, from, being overwatered, or being thrown from, or blowing off an owner or occupier's lot, no matter when such damage may become evident.
- (8) The Owners Corporation shall be empowered to, by its agents, employees or contractors, enter on any part of the Lot, upon reasonable notice, for the purpose of rectifying any waterproofing issues where the owner does not remedy, and / or does not provide access in a reasonable timeframe.
- (9) For the purposes of this by-law, "Planter Boxes" means the planter boxes on the third level of the strata scheme adjacent to lot 22, 23, 26, 27 & 29 as marked in the strata plan.

The seal of The Owners-Strata Plan No 61705 was affixed on 14 September 2026 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(s): A Chan
(Electronic signature of me, Amy Chan, affixed by me on 14 September 2026 at 3.00pm)

Name(s) [use block letters]: Amy Chan

Authority: Fairwater Strata Services, Strata Managing Agents





PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/4534

Fee: \$62.00

Certificate Date: 22/10/2026

Applicant	Owner (as recorded by Council)
Infinity Conveyancing PO Box 690 FIVE DOCK NSW 2046 SEBASTIAN@INFINITYCONVEY.COM.AU	Mr J B Azzi

Subject property address (if applicable)	Legal description
14/753-769 New Canterbury Road DULWICH HILL NSW 2203	Lot 14 SP 61705

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

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

1. Names of relevant planning instruments and Development Control Plans

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

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

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- *Marrickville Development Control Plan 2011*

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

NONE APPLICABLE

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

- Draft Inner West Development Control Plan

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

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide employment opportunities and services in locations accessible by active transport.
- To provide retail facilities and business services for the local community commensurate with the centre's role in the local centres hierarchy.
- To ensure Inner West local centres are the primary location for commercial and retail activities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To enhance the unique sense of place offered by Inner West local centres by ensuring buildings display architectural and urban design quality and contributes to the desired character and cultural heritage of the locality.

2 Permitted without consent

Home occupations

3 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; Hostels; Hotel or motel accommodation; Information and education facilities; Light industries; 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 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Marinas; Mortuaries; Open cut mining; Recreation facilities (major); Registered clubs; Residential accommodation; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Waste or resource transfer stations; Water storage facilities; Water treatment facilities; Wholesale supplies

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Do any additional permitted uses apply to the land?

YES

2. Zoning and land use under relevant environmental planning instruments

See Inner West LEP Additional Uses Map for further information.

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

NO

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

NO

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

NO

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

NO

3. Contributions plans

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

Continued 7.23 determination means a s7.23 determination that –

 - (a) Has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) Has not been repealed as provided by that part.

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

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

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

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

Pattern Book Development Code

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

Greenfield Housing Code

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

Inland Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

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

Can exempt development be carried out on the land?

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

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State*

Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

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

NO

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

NO

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

NO

7. Land reserved for acquisition

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

NO

8. Road widening and road realignment

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

NO

9. Flood related development controls

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

NO

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

NO

In this section—

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

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

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

a) Land slip	NO
b) Bushfire	NO
c) Tidal inundation	NO
d) Subsidence	NO

e) Acid sulfate soils	NO
f) Contamination	NO
g) Aircraft noise	NO
h) Salinity	NO
i) Coastal hazards	NO
j) Sea level rise	NO

11. Bush fire prone land

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

NO

12. Loose-fill asbestos insulation

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

NO

13. Mine subsidence

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

NO

14. Paper subdivision information

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

NO

15. Property vegetation plans

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

NO

16. Biodiversity stewardship sites

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

NO

17. Biodiversity certified land

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

NO

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

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

NO

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

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

NO

20. Western Sydney Aerotropolis

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

NO

21. Development consent conditions for seniors housing

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

NO

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

NO

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

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

NO

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

NO

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

NO

23. Water or sewerage services

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

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

24. Special Entertainment Precincts

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

NO

25. Interim development in future infrastructure corridors

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

NO

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

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

Is the land:

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

NO

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

NO

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

NO

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

NO

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

YES

Information regarding outstanding notices and orders

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

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

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

General Information

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

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

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

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

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



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

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Sewer Service Diagram

Application Number: 8005621631

