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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Adrian William Real Estate** **270-276 King Street, Newtown NSW 2042** **Email: kate@adrianwilliam.com.au**	**Phone: 0400 119 099** **Ref: Kate Ferrante**
co-agent		
vendor	**Graham John Wallis** **114 Church Street, St Peters NSW 2044**	
vendor's solicitor	**Infinity Conveyancing** **PO Box 690, Five Dock NSW 2046** **Email: sebastian@infinityconvey.com.au**	**Phone: 0422 835 566** **Ref: 26-401**
date for completion	**Refer to clause 62** (clause 15)	
land (address, plan details and title reference)	**114 Church Street, St Peters NSW 2044** **Lot 1 in Strata Plan 75869** **Folio Identifier 1/SP75869**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace (x2) ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: floating shelves in hallway, living room and study.		

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO ☐ yes
Nominated *Electronic Lodgment Network* (*ELN*) (clause 4):	PEXA
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable 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* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document 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

BCS Strata Management Pty Ltd
Level 27, 66-68 Goulburn Street, Sydney NSW 2000
bcs_sydney@bcssm.com.au
8216 0398

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SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

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

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 114 Church Street, St Peters NSW 2044, from **Graham John Wallis**
to
in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Graham John Wallis** and am not employed in the legal practice of a solicitor acting for **Graham John Wallis** nor am I a member or employee of a firm of which a Solicitor acting for **Graham John Wallis** 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.

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

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

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

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

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

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

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

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

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

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

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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 36 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 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 copy of 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.

Completion

62. Completion of this Contract shall take place on or before the expiration of ninety-one (91) days from the date hereof provided always that the vendor will have the right to require the purchaser to complete at any time after the expiration of twenty-eight (28) days from the date hereof by giving to the purchaser or their solicitor, written notice of such requirement to complete at least fourteen (14) days before the required completion date.

Address

63. The vendor discloses and the purchaser acknowledges that the address for the property is also known as 1/159 Princes Highway, St Peters NSW 2044.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP75869

SEARCH DATE	TIME	EDITION NO	DATE
25/9/2026	2:01 PM	5	15/4/2025

LAND

LOT 1 IN STRATA PLAN 75869
AT ST PETERS
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

GRAHAM JOHN WALLIS (TP AE226749)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP75869
2 SP75869 POSITIVE COVENANT
3 AU979903 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26-401... PRINTED ON 25/9/2026

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

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP75869

SEARCH DATE	TIME	EDITION NO	DATE
25/9/2026	2:01 PM	7	7/6/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 75869
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ST PETERS
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP75869

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 75869
ADDRESS FOR SERVICE OF DOCUMENTS:
C/-OCMS PTY LTD
PO BOX 161
GLADESVILLE
NSW 1675

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 SP75869 POSITIVE COVENANT
3 AP562800 INITIAL PERIOD EXPIRED
4 AU129428 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 75869

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	16	2	17	3	17	4	17
5	17	6	17	7	17	8	17
9	16	10	16	11	16	12	16
13	16	14	16	15	16	16	16
17	16	18	16	19	16	20	16
21	17	22	17	23	17	24	17
25	17	26	17	27	17	28	17
29	17	30	17	31	17	32	17
33	17	34	17	35	17	36	17
37	16	38	16	39	16	40	16
41	16	42	16	43	16	44	17
45	17	46	17	47	17	48	17
49	17	50	17	51	17	52	17

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP75869 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 75869

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
53	17	54	17	55	17	56	17
57	17	58	17	59	17	60	17

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 25/09/2026 14:01:08

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

Name of Council/~~Accredited Certifier~~ MARRICKVILLE COUNCIL being satisfied that the requirements of the *Strata Schemes (Freehold Development) Act 1973 *~~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 accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

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

*The Council does not object to the encroachment of the building beyond the alignment of PRINCES HWY & VICTORIA ST

*~~The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.~~

*~~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 boats, motor vehicles or goods ~~and not~~ for human occupation as a residence, office, shop or ~~the like~~) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in ~~section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 27 SEPTEMBER 2005

Subdivision No. 2002.00203.02

Accreditation No.

Relevant Development Consent No. 2002.00203

Issued by MARRICKVILLE COUNCIL

JUDY CLARK JCl

Authorised Person/~~General Manager/Accredited Certifier~~

*Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

I, GRAHAM KENNETH WILSON

of 4 BRADLEY STREET DRUMMOYNE, 2047.

a surveyor registered under the ~~Surveyors Act 1929~~ SURVEYING ACT 2002, hereby certify that:

(1) each applicable requirement of *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or *~~Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~ has been met;

~~(2) *(a) the building encroaches on a public place;~~

~~*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~

~~* has been created by +~~

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

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

Signature: L. W.LC

Date: 10-03-2005

*Delete if inapplicable.

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

THIS IS SHEET 1 OF MY PLAN IN 9 SHEETS.

PLAN OF SUBDIVISION OF LOT 1 DP 1089111

SP75869

LGA: MARRICKVILLE

Suburb/Locality: ST PETERS

Parish: PETERSHAM

County: CUMBERLAND

Registered: 13.10.2005

Purpose: STRATA PLAN

Ref Map: MARRICKVILLE SH.57#

Last Plan: DP1089111

Name of, and *address for services of notices on, the owners corporation

*Address required on original strata plan only.

THE OWNERS STRATA PLAN No 75869
159 PRINCESS HIGHWAY, ST PETERS, 2044.

RESIDENTIAL Model By-laws adopted for this scheme

Keeping of Animals: Option ~~A/B/~~C

*~~Schedule of By laws in sheets filed with plan~~

*~~No By laws apply~~

*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	16	31	17
2	17	32	17
3	17	33	17
4	17	34	17
5	17	35	17
6	17	36	17
7	17	37	16
8	17	38	16
9	16	39	16
10	16	40	16
11	16	41	16
12	16	42	16
13	16	43	16
14	16	44	17
15	16	45	17
16	16	46	17
17	16	47	17
18	16	48	17
19	16	49	17
20	16	50	17
21	17	51	17
22	17	52	17
23	17	53	17
24	17	54	17
25	17	55	17
26	17	56	17
27	17	57	17
28	17	58	17
29	17	59	17
30	17	60	17
		AGGREGATE	1000

SURVEYOR'S REFERENCE: 5165

FOR LOCATION PLAN SEE SHEET 2

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

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

1. POSITIVE COVENANT

D.A. Viney
Director

J.G.M. Levido
Director/Secretary

COMMON SEAL
DONOVAN DATES HANNAFORD FITZGERALD CORPORATION LIMITED
A.C.N. 086 879 307

Mario Lazo
Director

Gebron Romany
Director

ABN 14099345114

~~Montano property pty ltd~~
MONTANO PROPERTY DEVELOPMENT PTY LTD

Req:R868110 /Doc:SP 0075869 P /Rev:14-Oct-2005 /NSW LRS /Pgs:ALL /Prt:17-Mar-2026 18:40 /Seq:1 of 9
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STRATA PLAN FORM 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No. 2 of 9 Sheets

SP75869



Reduction Ratio 1: 250 Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager~~/~~Accredited Certifier~~

SURVEYOR'S REFERENCE: 5165

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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP75869

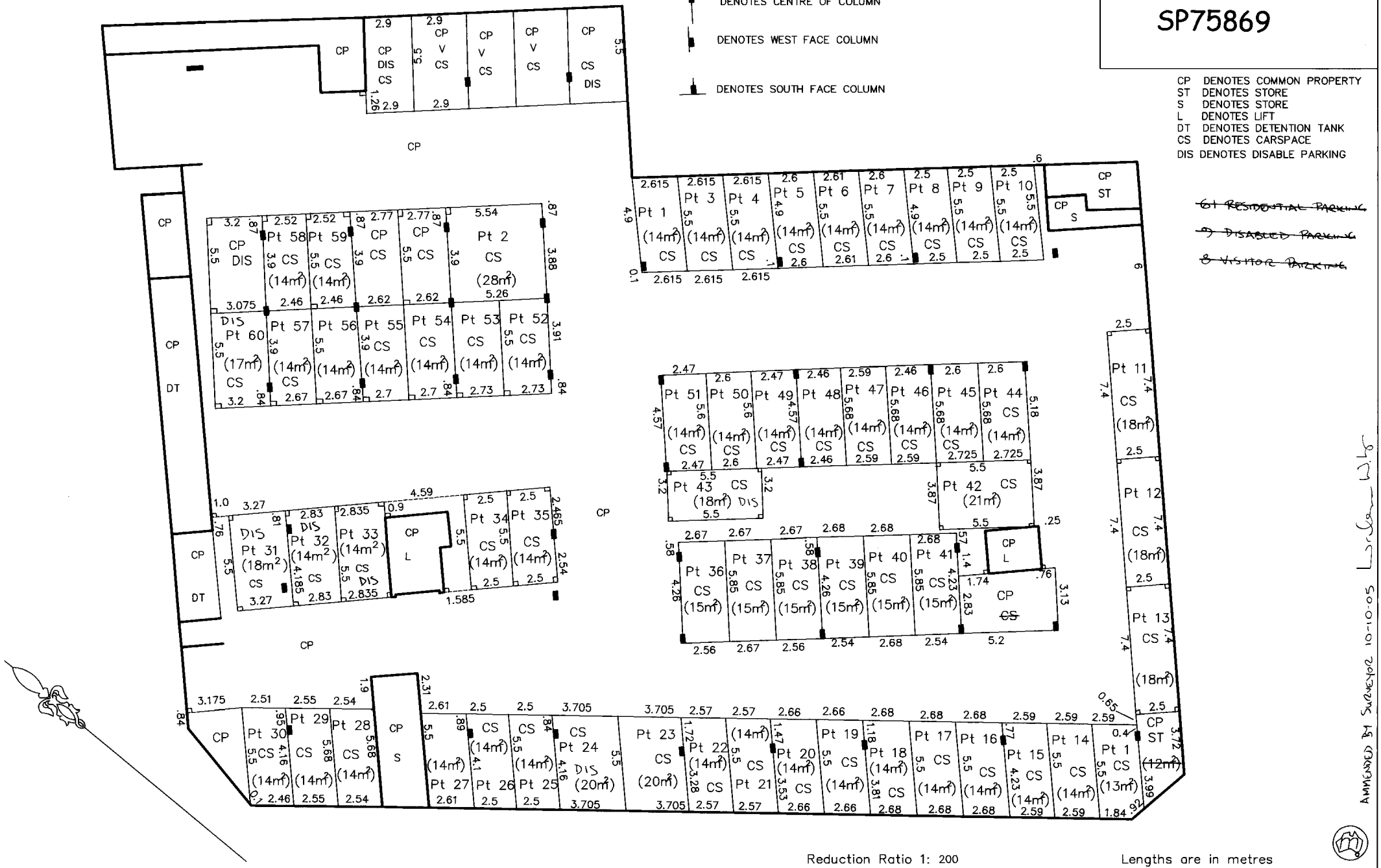
DENOTES CENTRE OF COLUMN

DENOTES WEST FACE COLUMN

DENOTES SOUTH FACE COLUMN

CP DENOTES COMMON PROPERTY
ST DENOTES STORE
S DENOTES STORE
L DENOTES LIFT
DT DENOTES DETENTION TANK
CS DENOTES CARSPACE
DIS DENOTES DISABLE PARKING

~~61 RESIDENTIAL PARKING~~
~~9 DISABLED PARKING~~
~~8 VISITOR PARKING~~



BASEMENT

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

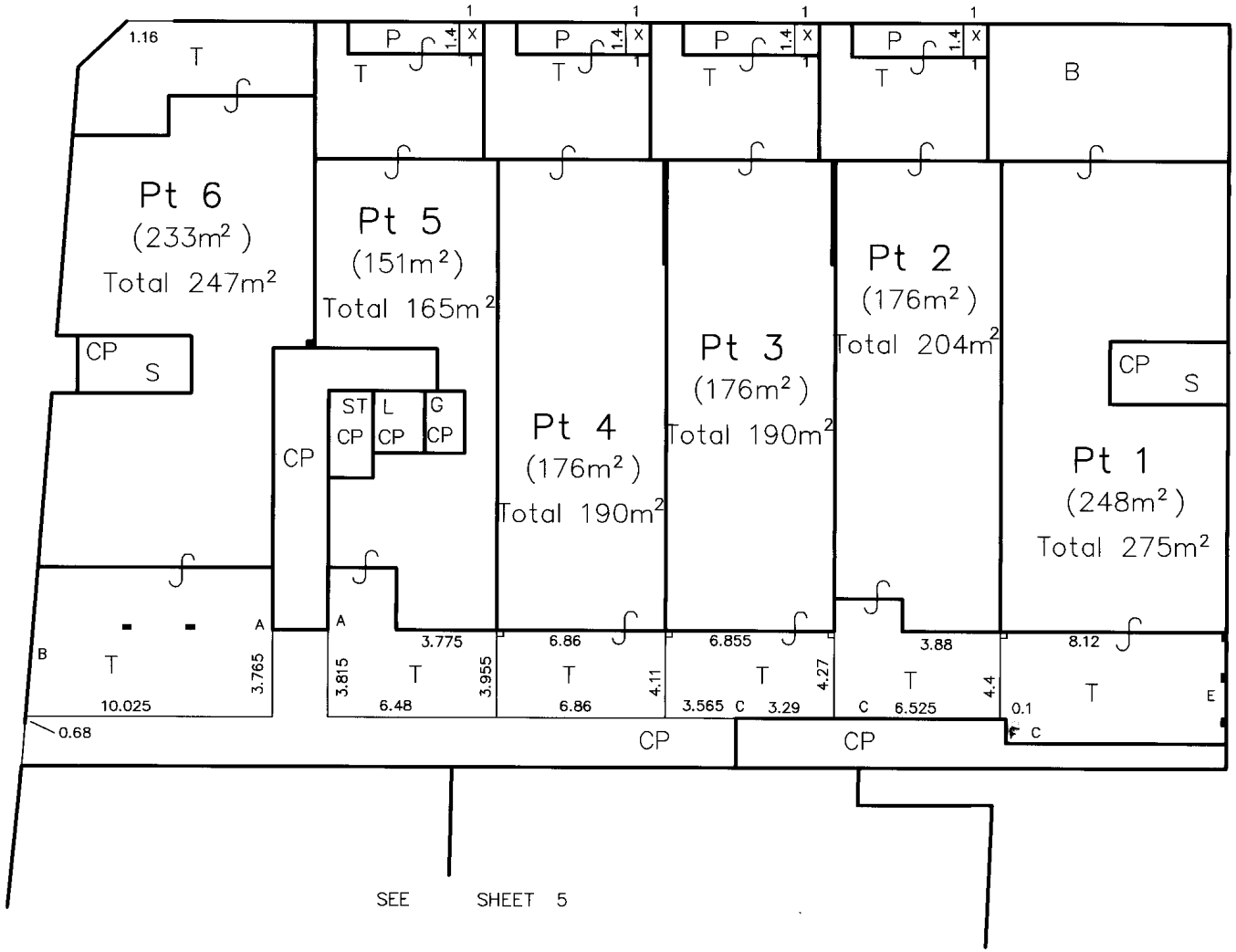
Authorised Person/~~General Manager~~/~~Accredited Certifier~~

SURVEYOR'S REFERENCE:

AMENDED BY SURVEYOR 10-10-05

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SP75869



X DENOTES COMMON PROPERTY FOR ELECTRICTY PURPOSES

CP DENOTES COMMON PROPERTY

S DENOTES STAIRS
B DENOTES BALCONY
T DENOTES TERRACE
L DENOTES LIFT
G DENOTES GARBAGE AREA
P DENOTES PLANTER
ST DENOTES STORE

GROUND FLOOR

PLANTERS ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR HARDSURFACE WHERE NOT COVERED

A DENOTES PROLONGATION OF WALL

TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR HARDSURFACE WHERE NOT COVERED

B DENOTES NORTH FACE OF WALL
C DENOTES WEST FACE OF WALL
E DENOTES SOUTH FACE OF WALL

ADDITIONS BY SURVEYOR 10-10-05 Graham Wilson

Reduction Ratio 1: 200

Lengths are in metres

Graham Wilson
Registered Surveyor

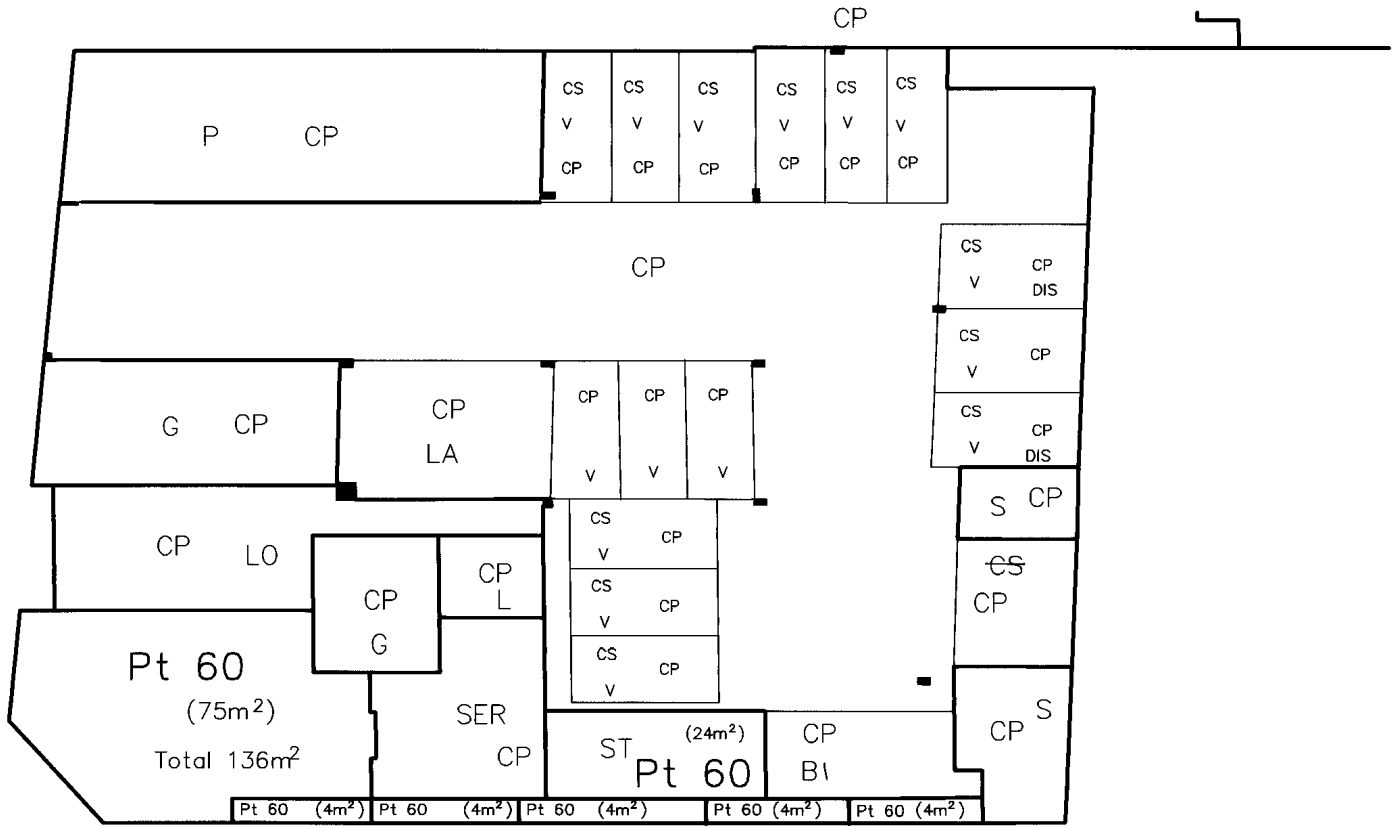
JClark
Authorised Person/~~General Manager~~/~~Accredited Certifier~~

SURVEYOR'S REFERENCE: 5165

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SP75869

SEE SHEET 4



~~17 VISITOR CAR SPACES~~

~~2 VISITOR DISABLED CAR SPACES~~

P DENOTES PLANTER
DIS DENOTES DISABLED PARKING
LA DENOTES LOADING AREA
BI DENOTES BICYCLE STORAGE
S DENOTES STAIRS
CP DENOTES COMMON PROPERTY
L DENOTES LIFT
G DENOTES GARBAGE AREA
SER DENOTES SERVICES
LO DENOTES LOBBY
ST DENOTES STORE
CS DENOTES CAR SPACE
V DENOTES VISITOR

Lengths are in metres

GROUND FLOOR

Reduction Ratio 1: 200

ADDITIONS BY SURVEYOR 10-10-05 Graham W.L.C

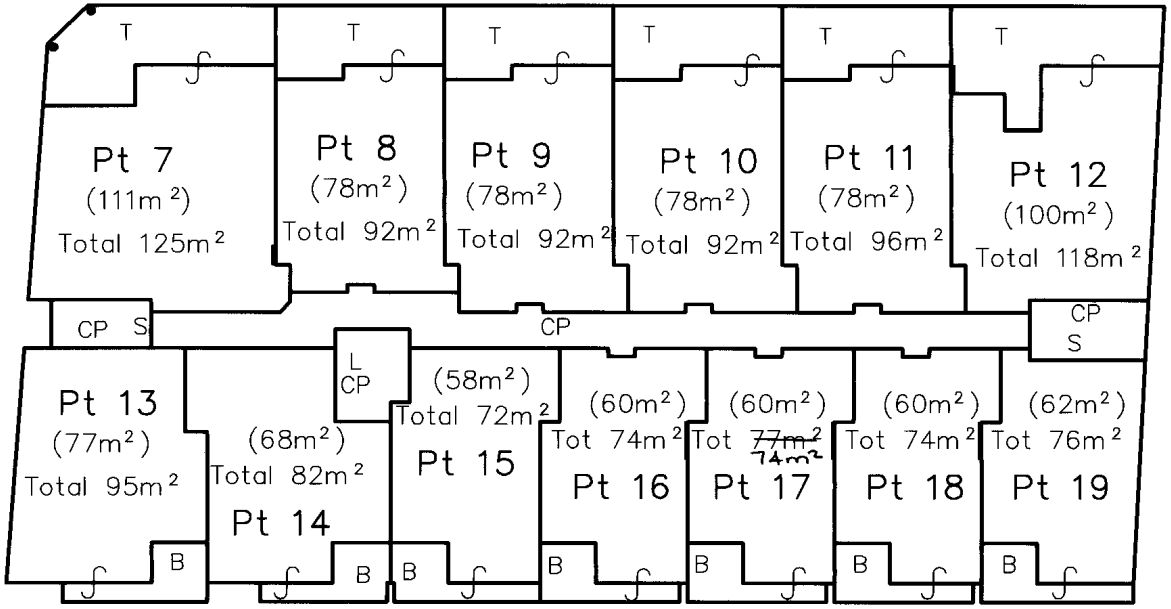
Graham W.L.C
Registered Surveyor

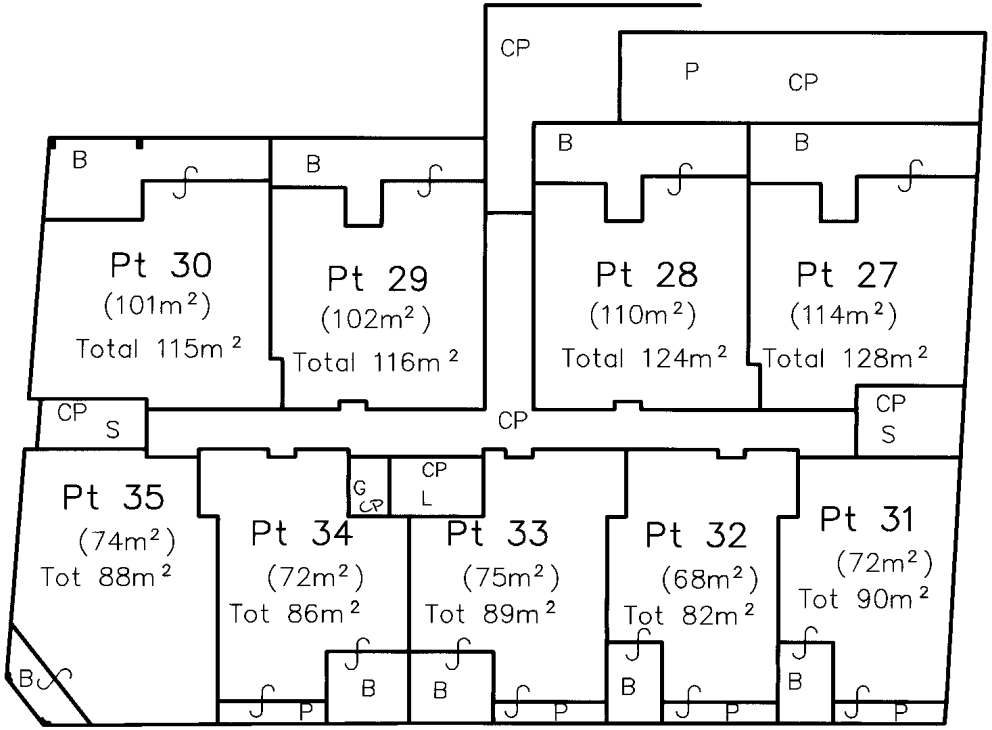
J Clark
Authorised Person/~~General Manager~~/~~Accredited Certifier~~

SURVEYOR'S REFERENCE:

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SP75869





CP DENOTES COMMON PROPERTY

S DENOTES STAIRS
B DENOTES BALCONY
T DENOTES TERRACE
L DENOTES LIFT
G DENOTES GARBAGE AREA
P DENOTES PLANTER

FIRST FLOOR

TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR HARDSURFACE WHERE NOT COVERED

PLANTERS ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR HARDSURFACE WHERE NOT COVERED

Reduction Ratio 1: 250 Lengths are in metres

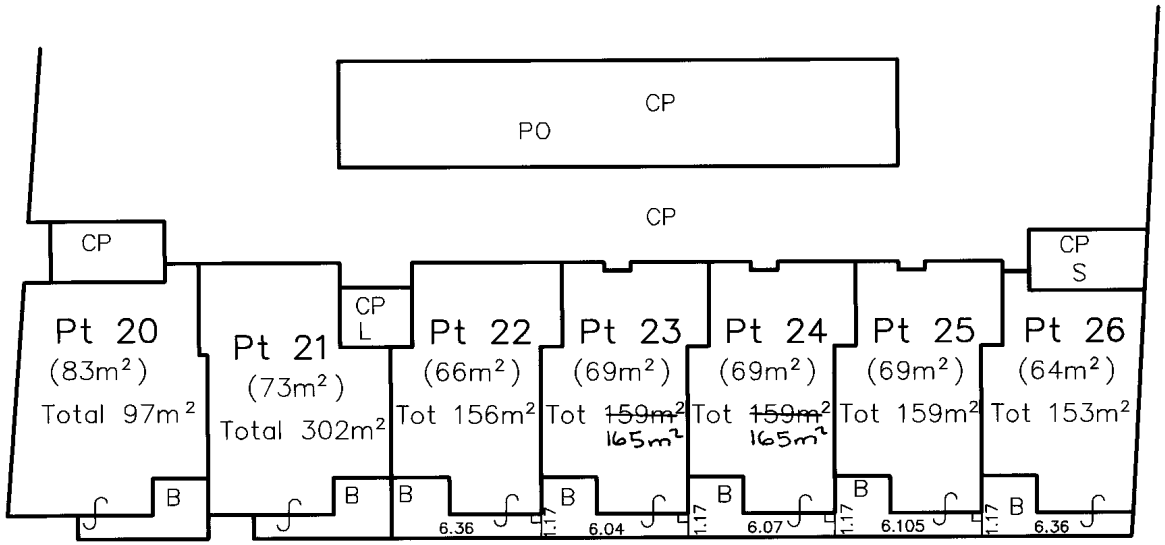
Registered Surveyor

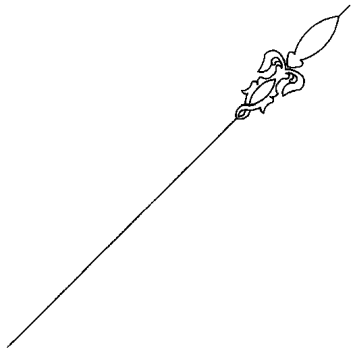
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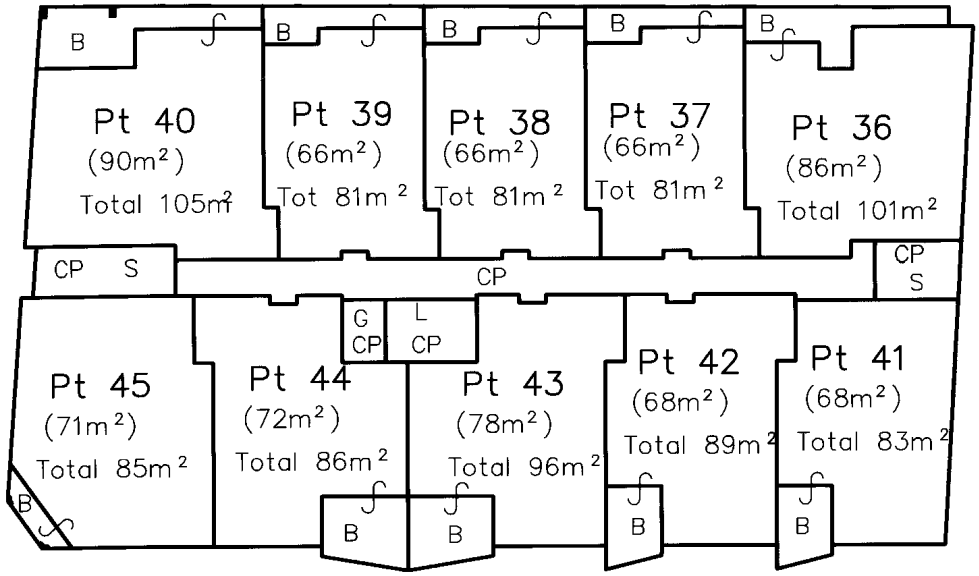
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SP75869





CP DENOTES COMMON PROPERTY
PO DENOTES POOL
S DENOTES STAIRS
B DENOTES BALCONY
~~T DENOTES TERRACE~~
L DENOTES LIFT
G DENOTES GARBAGE AREA



AMENDED BY SURVEYOR 13-10-05 Graham Wilks

SECOND FLOOR

~~TERRACES &~~ BALCONIES ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR HARDSURFACE WHERE NOT COVERED

Reduction Ratio 1: 250

Lengths are in metres

Graham Wilks
Registered Surveyor

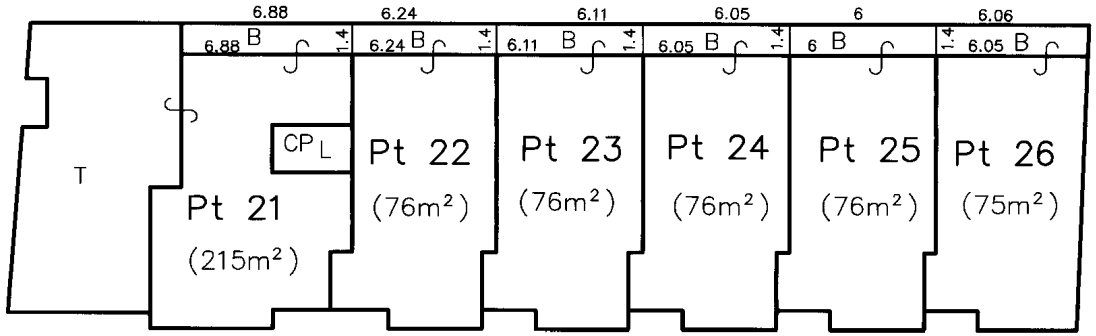
JClark
Authorised Person/~~General Manager~~/~~Accredited Certifier~~

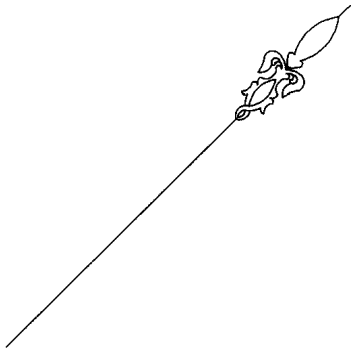
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BALCONIES & TERRACES ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR HARDSURFACE WHERE NOT COVERED

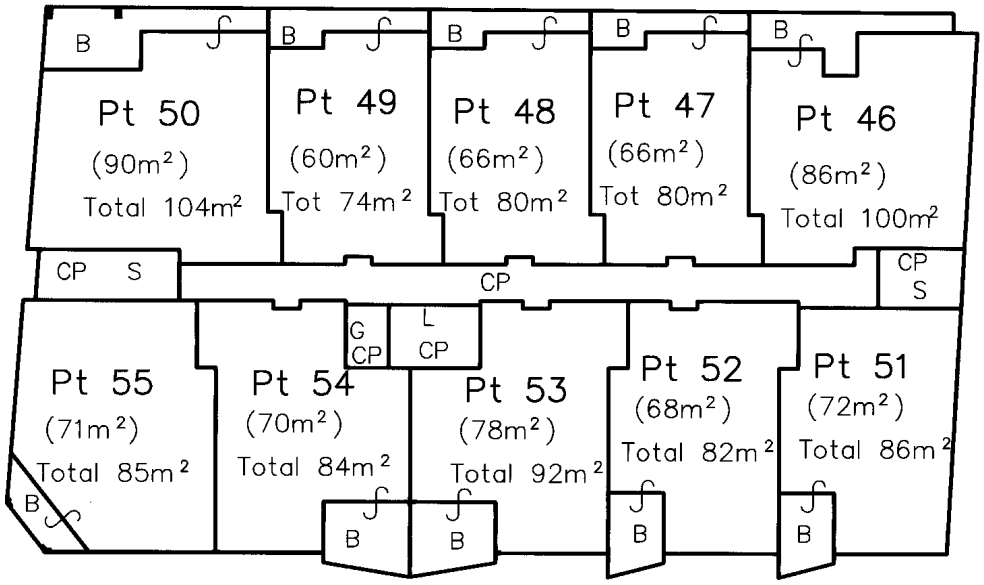
SP75869





CP DENOTES COMMON PROPERTY

S DENOTES STAIRS
B DENOTES BALCONY
T DENOTES TERRACE
L DENOTES LIFT
G DENOTES GARBAGE AREA



THIRD FLOOR

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

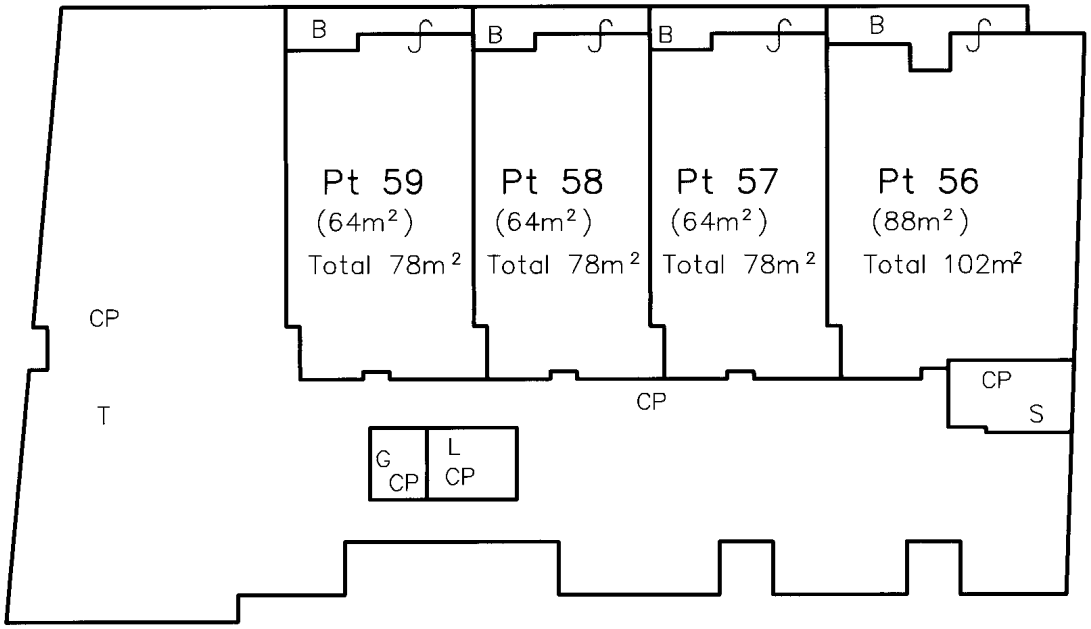
Authorised Person/~~General Manager~~/~~Accredited Certifier~~

SURVEYOR'S REFERENCE: 5156

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~~TERRACES~~ & BALCONIES ARE LIMITED IN HEIGHT TO 2.4m ABOVE THEIR HARDSURFACE WHERE NOT COVERED

SP75869



CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE
S DENOTES STAIRS
B DENOTES BALCONY
T DENOTES TERRACE
L DENOTES LIFT

FOURTH FLOOR

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager~~/~~Accredited Certifier~~

SURVEYOR'S REFERENCE: 5165

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SP75869

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND PROFITS A PENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 (AS AMENDED)

Lengths are in metres

(Sheet 1 of 3 sheets)

Plan of subdivision of
Lot 1 DP 1/1089111

Subdivision covered by council
clerks certificate 20020203

Full name and address of
Proprietor of the land

Montano Property ~~Pty Ltd~~ DEVELOPMENT PTY LTD

PART 1.

	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, Bodies or Prescribed Authorities:
1	Positive Covenant	1-60 & Common Property	Marrickville Council

Name of Authority having the power to release or vary or modify the Positive Covenant referred to is Marrickville Council.

JC

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SP75869

Lengths are in metres **(Sheet 2 of 3 sheets)**

Plan of subdivision of
Lot 1 DP

Subdivision covered by council
clerks certificate 20020203

PART 2.

Terms of positive covenant firstly referred to in the above-mentioned plan.

1. The registered proprietors of the lots hereby burdened will in respect of the system:

   (a) keep the system clean and free from silt, rubbish and debris
   (b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner
   (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time in the case of emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
   (d) Comply with the terms of any written notice issued by Council in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

   i In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1(d) above

   ii The Council may recover from the registered proprietor in a Court of competent jurisdiction:
      (a) any expense reasonably incurred by it exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work
      (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act

Name of Authority having the power to release or vary or modify the Positive Covenant referred to is Marrickville Council.

JC

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SP75869

Lengths are in metres

Plan of subdivision of
Lot 1 DP

Subdivision covered by council
clerks certificate 20020203

Marcus Lazo

~~Montano Property Pty Ltd~~ MONTANO PROPERTY DEVELOPMENT PTY LTD ABN 14 099 305 114

Witness

Director

13/9 Hunter St Sydney
Address and occupation of Witness
Registration Clerk.

Nick Conwell
Name of Witness (Block Letters)

D.A. Viney
Director

J.G.M. Levido
Director / Secretary

COMMON SEAL
DONOVAN OATES HANNAFORD MORTGAGE CORPORATION LIMITED
A.C.N. 086 879 307

Signature of Registered Mortgagor

Marrickville Council

REGISTERED 13.10.2005

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1/1

Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

AP562800B

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) **TORRENS TITLE** For the common property
CP/SP75869

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E	LLPN : 123820V GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 Reference: KERI-8446760	CH

(C) The Owners-Strata Plan No. 75869 certify that a special resolution was passed on 25/6/2019

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure One, pages 10 to 13

(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 One.

(G) The seal of The Owners-Strata Plan No. 75869 was affixed on 14th August 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:
Name: Suzanne Pelders
Authority: Strata Manager

Signature:
Name:
Authority:

THE OWNERS CORPORATION STRATA PLAN 75869 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

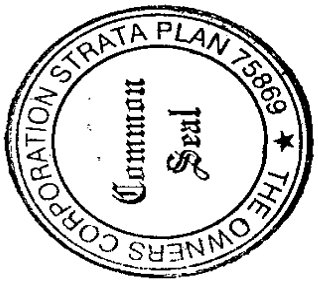
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Annexure One

Consolidated By-Laws for Strata Plan No. 75869

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1 Noise 3
2 Vehicles 3
3 Obstruction of common property 3
4 Damage to lawns and plants on common property 3
5 Damage to common property 3
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Strata Schemes Management Regulation 2005

Schedule 1 – Model by-laws for residential schemes

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

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

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner 's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

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

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(4) 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.

(5) Despite section 62 of the Act, 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 (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

(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.

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

12 Storage of 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.

13 Changes to floor coverings and surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

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

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

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

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(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

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

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

Option C

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 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 washing, towel, bedding, clothing or other article as referred to in by-law 10.

THE OWNERS - STRATA PLAN 75869 ★ Common Seal

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18 Change in use of lot to be notified

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

19 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) window cleaning,

(b) garbage disposal and recycling services,

(c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 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.

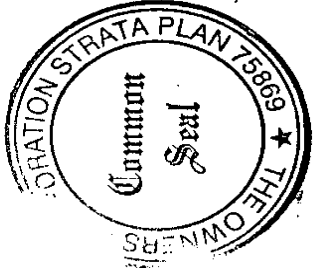
Special By-law 1 – Installation of Shutters (passed 8 December 2007)

(1) Right To Install Shutters

On the conditions set out in this by-law the owner for the time being (the "**Owner**") of a lot shall be entitled to install and keep shutters on the terrace or balcony of the lot provided that:

(a) the shutters must be Thinline Plantation Shutters or, if that product is unavailable, shutters that have an aesthetic appearance after installation substantially the same as Thinline Plantation Shutters and, in any event, must be made of high quality materials reasonably acceptable to the executive committee;

(b) the finish and colour of the shutters must be the colour described as "natural anodised" or, if that colour is not available, a colour as near as possible to that colour; and



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(c) if at any time Thinline Plantation Shutters and/or natural anodised colour are not available, shutters must not be installed unless, in the reasonable opinion of the executive committee, those shutters have, or will have, an appearance after installation in keeping with the external style and theme of, and other shutters already installed in, the strata scheme.

(2) Conditions

(a) Prior to Installing Shutters

Prior to installing shutters, the Owner must:

(i) Apply in writing to the executive committee for approval to install the shutters including a description of the shutters and a copy of any applicable specifications, plans and drawings as to where the shutters are to be installed on the balcony or terrace of the Owner's lot;

(ii) Pay the owners corporation the sum of $100 to assist in defraying the cost of drafting and registration of this by-law and other administrative tasks associated with the approval by the executive committee of the Owner's application;

(iii) Satisfy the executive committee (acting reasonably) that, so far as is reasonably practicable, the shutters proposed to be installed comply with the requirements of clause (1) of this by-law;

(iv) Provide to the executive committee the written consent of the Owner to complying with and being bound by the provisions of this by-law; and

on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the shutters being Installed.

(b) Installation of Shutters

In installing the shutters, the Owner must ensure as far as is practicable that:

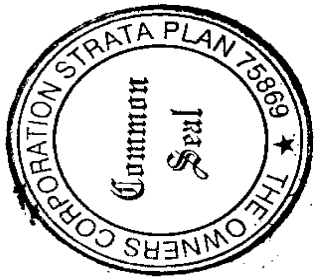
(i) the installation of the shutters is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;

(ii) the shutters are installed substantially in accordance with the specifications, description, plan or drawing submitted to the executive committee for approval in accordance with paragraph (2)(a)(i) of this by-law;

(iii) reasonable precautions are taken to protect areas outside the Lot from damage by the installation of the shutters;

(iv) all construction materials, equipment, debris and other material associated with the installation of the shutters are transported across common property in the manner reasonably directed by the executive committee: and

(v) the installation of the shutters does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the Owner must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.



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(c) Completion of Installation of the Shutters

On completion of the installation of the shutters the Owner must:

(i) ensure that the contractor installing the shutters removes from the strata scheme all debris resulting from or associated with the installation of the shutters as soon as practicable;

(ii) if the approval of Marrickville Council is required in order to install the shutters, provide the executive committee with a copy of a certificate from Marrickville Council certifying that the installation of the shutters complies with any conditions of any requisite approval of Marrickville Council.

(3) Other Rights and Obligations

(a) The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the shutters.

(b) The installation of the shutters must be undertaken at the cost of the Owner.

(c) The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the shutters and must keep the shutters in a state of good and serviceable repair and must renew or replace the shutters whenever they become worn out, damaged or defaced.

Special By-law 2 – Repair and Maintenance of Air Conditioners (passed 17 March 2008)

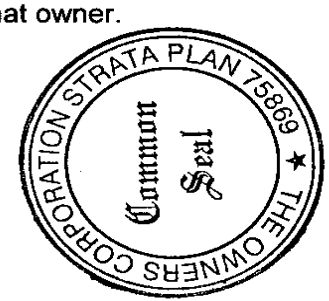
(1) Despite section 62 of the Act relating to the duties of an owners corporation to maintain and repair common property, the owner of each lot must maintain and keep in a state of good and serviceable repair, and replace when necessary, the split system air conditioning system that services that lot.

(2) The owners corporation has specially resolved in accordance with section 62 of the Act, to the extent that the split system air conditioning system servicing each lot is comprised in the common property or is personal property vested in the owners corporation, not to maintain, renew, replace or repair any split system air conditioning system servicing individual lots.

(3) Despite section 62 of the Act. each owner of a lot is liable for any damage caused to any part of the common property as a result of the installation, keeping, maintenance, renewal or replacement of the split system air conditioning system servicing that lot and must take all such steps as are necessary to make good that damage within a reasonable lime after it has occurred.

(4) Each owner of a lot severally indemnifies the owners corporation and each other lot owner against any loss or damage the owners corporation or another lot owner may suffer as a result of the installation, keeping, maintenance, renewal or replacement of the split system air conditioning system servicing that owner's lot.

(5) If an owner of a lot fails to comply with that owner's obligations under this by-law, the owners corporation may, but need not, maintain, repair or replace the split system air conditioning system servicing that owner's lot at the cost of that owner.



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(6) If the split system air conditioning system servicing an owner's lot causes damage to the common property and/or the property of any other lot owner, the owners corporation may, but need not, carry out such works as are necessary to rectify that damage at the cost of the first-mentioned lot owner.

Special By-law 3 – Authorisation of Building Works in Lot 4 (passed 25 June 2019)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 4 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to the main bathroom including:

(a) removal of existing tiles, waterproof membranes and fixtures and fittings including shower, shower screen, bath, toilet, basin, tap ware and cabinetry;

(b) installation of new tiles, waterproof membranes and fixtures and fittings including shower, shower screen, bath, toilet, basin, tap ware and cabinetry;

(c) relocation of the existing toilet which will require:

i. the relocation of the drain pipe in the bathroom from the existing point to a new point further down the bathroom and will require the drilling of a core hole to install a larger pipe to service the new drain pipe point as depicted in the drawings attached to the minutes of meeting at which this by-law was passed;

ii. the alteration of existing pipework in the underground carpark including the installation of a new fire collar to the new drain pipe.

all works will be carried out in compliance with the height restrictions in the car park and AS3500;

(d) all related electrical, plumbing, waste and water services works.

2. Definitions

For the purposes of this by-law:

"**Council**" means Inner West Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including installing cabling and wiring.

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Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;
(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

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(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works including

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but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

THE OWNERS CORPORATION STRATA PLAN 75869 Seal Common

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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. 75869 was affixed on ^ 14th August 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: .....

Name: Suzanne Pelders

Authority: Strata Manager

Signature: .....

Name: .....

Authority: .....

^ Insert appropriate date * Strike through if inapplicable.

THE OWNERS CORPORATION STRATA PLAN 75869 Common Seal

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Lodger Details

Lodger Code	503696B
Name	KEMPS PETERSONS LEGAL PTY LTD
Address	PO BOX K372 HAYMARKET 1240
Lodger Box	1W
Email	KAVITA.PRASAD@KPLG.COM.AU
Reference	230386 - SYD

Land Registry Document Identification

AU129428

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/SP75869	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP75869

Other legal entity

Meeting Date

24/04/2024

Amended by-law No.	
Details	NOT APPLICABLE
Repealed by-law No.	
Details	NOT APPLICABLE
Added by-law No.	
Details	SPECIAL BY-LAW 8

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 legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP75869
Signer Name	MICHELLE MONICA KUMAR
Signer Organisation	KEMPS PETERSONS LEGAL PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	05/06/2024

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BY-LAWS

The seal of The Owners – Strata Plan No. 75869
was affixed on 5 June 2024
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:

Electronic signature of me, Angela Capri,
affixed by me, or at my direction, on 5 June 2024

Authority: Licensed Strata Managing Agent,
[Licence No. 723973]
BCS Strata Management P/L



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By-law 1 - Noise

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

By-law 2 – Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

By-law 3 – Obstruction of common property

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

By-law 4 – Damage to lawns and plants on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

By-law 5 – Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

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

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

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

(4) 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.

(5) Despite section 62 of the Act, 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 (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

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By-law 6 – Behaviour of owners and occupiers

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

By-law 7 – Children playing on common property in building

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

By-law 8 – Behaviour of invitees

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

By-law 9 – Depositing rubbish and other material on common property

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

By-law 10 – Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-law 11 – Cleaning windows and doors

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

By-law 12 – 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.

By-law 13 – Changes to floor coverings and surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

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(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

By-law 14 – Floor coverings

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

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

By-law 15 – Garbage disposal

An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

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

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

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(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

By-law 16 – Keeping of animals

Option B

(1) Subject to section 49(4), an owner or occupier of a lot must not, without the prior written approval the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) In an owner or occupier of a lot keeps a cat, a small dog or small caged bird on the lot then the owner or occupier must:

(a) Notify the owners corporation that the animal is being kept on the lot, and

(b) Keep the animal within the lot, and

(c) Carry the animal when it is on the common property, and

(d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

By-law 17 – 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 washing, towel, bedding, clothing or other article as referred to in by-law 10

By-law 18 – Change in use of lot to be notified

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

By-law 19 – Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) window cleaning,

(b) garbage disposal and recycling services,

(c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By-law 20 – 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.

Special by-law no. 1 – Installation of shutters

(1) Right to install shutters

On the conditions set out in this by-law the owner for the time being (the "**Owner**") of a lot shall be entitled to install and keep shutters on the terrace or balcony of the lot provided that:

(a) the shutters must be Thinline Plantation Shutters or, if that product is unavailable, shutters that have an aesthetic appearance after installation substantially the same as Thinline Plantation Shutters and, in any event, must be made of high quality materials reasonably acceptable to the executive committee;

(b) the finish and colour of the shutters must be the colour described as "natural anodised" or, if that colour is not available, a colour as near as possible to that colour; and

(c) if at any time Thinline Plantation Shutters and/or natural anodised colour are not available, shutters must not be installed unless, in the reasonable opinion of the executive committee, those shutters have, or will have, an appearance after installation in keeping with the external style and theme of, and other shutters already installed in, the strata scheme.

(2) Conditions

(a) Prior to Installing Shutters

Prior to installing shutters, the Owner must:

(i) Apply in writing to the executive committee for approval to install the shutters including a description of the shutters and a copy of any applicable specifications, plans and drawings as to where the shutters are to be installed on the balcony or terrace of the Owner's lot;

(ii) Pay the owners corporation the sum of $100 to assist in defraying the cost of drafting and registration of this by-law and other administrative tasks associated with the approval by the executive committee of the Owner's application;

(iii) Satisfy the executive committee (acting reasonably) that, so far as is reasonably practicable, the shutters proposed to be installed comply with the requirements of clause (1) of this by-law;

(iv) Provide to the executive committee the written consent of the Owner to complying with and being bound by the provisions of this by-law; and

on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the shutters being installed.

(b) Installation of Shutters

In installing the shutters, the Owner must ensure as far as is practicable that:

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(i) the installation of the shutters is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;

(ii) the shutters are installed substantially in accordance with the specifications, description, plan or drawing submitted to the executive committee for approval in accordance with paragraph (2)(a)(i) of this by-law;

(iii) reasonable precautions are taken to protect areas outside the Lot from damage by the installation of the shutters;

(iv) all construction materials, equipment, debris and other material associated with the installation of the shutters are transported across common property in the manner reasonably directed by the executive committee; and

(v) the installation of the shutters does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the Owner must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

(c) Completion of Installation of the Shutters

On completion of the installation of the shutters the Owner must:

(i) ensure that the contractor installing the shutters removes from the strata scheme all debris resulting from or associated with the installation of the shutters as soon as practicable;

(ii) if the approval of Marrickville Council is required in order to install the shutters, provide the executive committee with a copy of a certificate from Marrickville Council certifying that the installation of the shutters complies with any conditions of any requisite approval of Marrickville Council.

(3) Other Rights and Obligations

(a) The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the shutters.

(b) The installation of the shutters must be undertaken at the cost of the Owner.

(c) The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the shutters and must keep the shutters in a state of good and serviceable repair and must renew or replace the shutters whenever they become worn out, damaged or defaced.

Special by-law no. 2 – Repair and maintenance of air conditioners

(1) Despite section 62 of the Act relating to the duties of an owners corporation to maintain and repair common property, the owner of each lot must maintain and keep in a state of good and serviceable repair, and replace when necessary, the split system air conditioning system that services that lot.

(2) The owners corporation has specially resolved in accordance with section 62 of the Act, to the extent that the split system air conditioning system servicing each lot is comprised in the common property or is personal property vested in the owners corporation, not to maintain, renew, replace or repair any split system air conditioning system servicing individual lots.

(3) Despite section 62 of the Act, each owner of a lot is liable for any damage caused to any part of the common property as a result of the installation, keeping, maintenance, renewal or replacement of the split system air conditioning system servicing that lot and must take all such steps as are necessary to make good that damage within a reasonable lime after it has occurred.

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(4) Each owner of a lot severally indemnifies the owners corporation and each other lot owner against any loss or damage the owners corporation or another lot owner may suffer as a result of the installation, keeping, maintenance, renewal or replacement of the split system air conditioning system servicing that owner's lot.

(5) If an owner of a lot fails to comply with that owner's obligations under this by-law, the owners corporation may, but need not, maintain, repair or replace the split system air conditioning system servicing that owner's lot at the cost of that owner.

(6) If the split system air conditioning system servicing an owner's lot causes damage to the common property and/or the property of any other lot owner, the owners corporation may, but need not, carry out such works as are necessary to rectify that damage at the cost of the first-mentioned lot owner.

Special by-law no. 3 – Authorisation of building works in lot 4

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 4 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to the main bathroom including:

(a) removal of existing tiles, waterproof membranes and fixtures and fittings including shower, shower screen, bath, toilet, basin, tap ware and cabinetry;

(b) installation of new tiles, waterproof membranes and fixtures and fittings including shower, shower screen, bath, toilet, basin, tap ware and cabinetry;

(c) relocation of the existing toilet which will require:

i. the relocation of the drain pipe in the bathroom from the existing point to a new point further down the bathroom and will require the drilling of a core hole to install a larger pipe to service the new drain pipe point as depicted in the drawings attached to the minutes of meeting at which this by-law was passed;

ii. the alteration of existing pipework in the underground carpark including the installation of a new fire collar to the new drain pipe.

all works will be carried out in compliance with the height restrictions in the car park and AS3500;

(d) all related electrical, plumbing, waste and water services works.

2. Definitions

For the purposes of this by-law:

"**Council**" means Inner West Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including installing cabling and wiring.

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Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

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(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

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Special by-law no. 4 – Minor renovations

1 Introduction

This by-law permits the strata committee to approve of minor renovations and specifies additional work that is to be minor renovations.

2 Definitions

In this by-law:

"**Act**" means the *Strata Schemes Management Act 2015*;

"**additional minor renovations**" means any work done by an owner to the common property in connection with the owner's lot for the following purposes:

(a) renovating a bathroom in a lot in a manner that does not involve waterproofing or structural changes;

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

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

(a) renovating a kitchen;

(b) changing recessed light fittings;

(c) installing or replacing wood or other hard floors;

(d) installing or replacing wiring or cabling or power or access points;

(e) work involving reconfiguring walls;

(f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

(g) installing a rain water tank;

(h) installing a clothes line;

(i) installing a reverse cycle split system air conditioner;

(j) installing double or triple glazed windows;

(k) installing a heat pump;

(l) installing ceiling insulation;

"**Regulation**" means the *Strata Schemes Management Regulation 2016*.

3 Additional Minor Renovations

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

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4 Strata Committee Approval

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

5 Rules for Minor Renovations

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

6 Limits on Minor Renovations

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

(a) work that consists of cosmetic work for the purposes of section 109 of the Act;

(b) work involving structural changes;

(c) work that changes the external appearance of a lot, including the installation of an external access ramp;

(d) work involving waterproofing;

(e) work for which consent or another approval is required under any other Act;

(f) work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law;

(g) any other work prescribed by the Regulation for the purposes of sub-section 110(7) of the Act.

Special by-law no. 5 – Lot 59 renovation works

Part 1: Preamble

1.1 This By-law is made pursuant to Parts 6 and Part 7 of the Act.

1.2 The purpose of this By-law is to grant and confer upon the Owner special privileges in respect of the common property to perform the Works, subject to the terms and conditions specified in this By-law.

1.3 The rights conferred by this By-law ensure for the benefit of the Owner; the obligations imposed by this By-law bind the Owner.

Part 2: Definitions & Interpretation

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

(a) **Act** means the *Strata Schemes Management Act 2015* (NSW).

(b) **Authority** means a principal certifying authority as defined under the *Environmental Planning and Assessment Act 1979* (NSW) including any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot including the Local Court or NCAT.

(c) **Lot** means Lot 59 in Strata Plan No. 75869.

(d) **Owner** means the owner or owners from time to time of Lot 59 in Strata Plan No. 75869.

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(e) **building** means the building at 59/159 Princes Highway, St Peters NSW 2015.

(f) **Works** means retile the floors and walls in the bathroom, waterproof bathroom floor, replace toilet, vanity and shower screen, change lights and replace new cornice on the ceiling.

2.2 In this By-law, unless the context otherwise requires or permits:

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in this By-law have the same meaning as those defined in the Act;

(d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised in writing by the owners corporation from time to time;

(e) a reference to legislation includes a reference to any amending or replacing legislation;

(f) a reference to the Owner includes a reference to any of the Owner's executors, administrators, successors, permitted assigns or transferees;

(g) to the extent of any inconsistency between the By-laws applicable to Strata Plan No. 75869 and this By-law, the provisions of this By-law prevail;

(h) if any provision or part of a provision of this By-law is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed from this By-law or that provision to the extent that it is void, invalid or unenforceable but the remainder of this By-law or provision will remain in full force and effect.

Part 3. Authorisation for Works

3.1 The owners corporation grants the Owner:

(a) its approval, permission and authority to carry out the Works;

(b) the special privilege to, at the Owner's cost, carry out the Works on and to the common property; and;

the exclusive use and enjoyment of the common property to be occupied by the Works, on the conditions of this By-law.

Part 4: Conditions

Before commencement

4.1 Before commencing the Works, the Owner must provide the owners corporation with:

(a) A copy of all drawings, plans, specifications, conditions and quote for the carrying out of the Works.

(b) A copy of any requisite construction certificate for the Works issued under Part 4A of the *Environmental Planning and Assessment Act 1979* (NSW).

(c) Licence and certification details of all contractors engaged by the Owner to carry out the Works.

(d) If requested by the owners corporation, photographs of all areas of the building which may be affected by the Works.

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(e) A Certificate of Currency All Risks insurance cover taken out with a reputable insurer (incorporating Contractor's all risk insurance cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works and Home Warranty insurance where required).

4.2 Prior to commencement of the Works, the Owner must arrange with the owners corporation or its building caretaker:

(a) suitable times and method for the Owner's contractor(s) to access the building;

(b) written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris; and
(c) suitable times and method for the parking of vehicles by the Owner's contractor(s) whilst the Works are in progress.

Performance of the Works

4.3 In carrying out the Works, the Owner and the Owner's contractor(s) must:

(a) comply with the terms of approval given by the owners corporation under this By-law;

(b) comply with the Building Code of Australia and all relevant Australian Standards;

(c) maintain the structural integrity of the building, its waterproofing and the integrity of all fire safety measures and equipment;

(d) transport each item, including but not limited to constructions materials, equipment and debris, in compliance with the reasonable directions of the owners corporation.

(e) protect all areas of the building, both internal and external to the Lot, from damage caused by the Works, by the transportation of construction material, equipment, debris and other material associated with the Works or by the removal of any part of the Works;

(f) keep all areas of the building outside the Lot clean and tidy;

(g) keep the door to the Lot closed at all times to prevent the egress of dust into the rest of the building;

(h) immediately arrange for the removal of all constructions materials and debris from the building and must not deposit any construction materials and debris in any common property garbage area or bins or on the common property;

(i) take all reasonable steps to minimize noise, discomfort, disturbance, obstruction or interference with the use of the building by other Lot owners and occupiers; and

(j) ensure that the common property is kept clean of waste and debris created by the Works daily and in accordance with reasonable directions of the owners corporation.

4.4 In carrying out the works:

(a) The Owner may not vary the Works except in accordance with the written approval of the owners corporation and, if applicable, any Authority.

(b) The Owner must comply with all directions, orders and requirements of any Authority and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's contractor(s).

(c) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.

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(d) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and any property of the owners corporation and the owner or occupier of another Lot in the strata scheme.

(e) The Owner must only perform the Works at the times approved by the Owners Corporation (acting reasonably).

Maintenance of the common property

4.5 The Owner, in accordance with sections 108, 141 and 142 of the Act and subject to the conditions below:

(a) is responsible for the costs of the Works;

(b) will indemnify the owners corporation for all legal costs in drafting this By-law;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair from time to time, the Works;

(d) remains liable for any damage to the Lot or common property arising out of the Works;

(e) must make good any damage to the Lot or common property arising out of the Works immediately after it has occurred.

The Owner indemnifies the owners corporation with respect to any damage to the building or the common property arising from the Works. The owners corporation may proceed to recover any damage not covered by their own insurance from the insurance of the Owner's contractor(s)or the Owner.

Ongoing responsibilities and Indemnity

4.6 The Owner, must:

(a) carry out all necessary work to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property if any part of the Works is removed;

(b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this By-law in a state of good and serviceable repair;

(c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

4.7 The Owner must indemnify the owners corporation against 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 common property or any other Lot, caused by or arising out of or related to the Works.

Costs

4.8 (a) The Works must be undertaken at the cost of the Owner; and

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

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Special by-law no. 6 – Authorisation of building works in lot 1

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 1 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Work to the main bathroom including:

(a) Removal of existing tiles, waterproof membranes, fixtures and fittings including bath tub & shower combination, shower screen, toilet, basin, vanity and tap ware;

(b) Installation of new tiles, waterproof membranes, fixtures and fittings including bath tub, separate shower and shower screen, toilet, basin, vanity and tap ware;

(c) All related electrical, plumbing, waste and water service works performed by licensed contractors.

Work to the second bathroom including:

(a) Removal of existing tiles, waterproof membranes, fixtures and fittings including bath tub & shower combination, shower screen, toilet, basin, vanity and tap ware;

(b) Installation of new tiles, waterproof membranes, fixtures and fittings including shower and shower screen, toilet, basin, vanity and tap ware;

(c) All related electrical, plumbing, waste and water service works performed by licensed contractors.

Work to the laundry including:

(a) Removal of existing tiles, waterproof membranes, fixtures and fittings including laundry tub, toilet and tap ware;

(b) Installation of new tiles, waterproof membranes, fixtures and fittings including laundry tub, toilet and tap ware;

(c) All related electrical, plumbing, waste and water service works performed by licensed contractors.

2. Definitions

For the purposes of this by-law:

"**Council**" means Inner West Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including installing cabling and wiring.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

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3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

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(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis; and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

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Special by-law no. 7 – Authorisation of building works in lot 3

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 3 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Work to the ensuite bathroom including:

(a) Removal of existing tiles, waterproof membranes, fixtures and fittings including shower and shower screen, toilet, basin, vanity and tap ware;

(b) Construction of a half-height stud wall with metal frame to house toilet cistern and vanity plumbing;

(c) Installation of new tiles, waterproof membranes, fixtures and fittings including shower and shower screen, toilet, basin, vanity and tap ware;

(d) Relocation of the existing toilet which will require:

(i) The relocation of the waste pipe in the bathroom from the existing point to a new point slightly forward of its current positioning, and will require the drilling of a core hole to install a new pipe to service the waste point as depicted in the drawings attached to the application submission;

(ii) The alteration of existing pipework in the underground car park including the installation of a new fire collar around the new waste pipe.

All works will be carried out in compliance with the height restrictions in the carpark and to AS3500;

(e) All related electrical, plumbing, waste and water service works performed by licensed contractors.

2. Definitions

For the purposes of this by-law:

"**Council**" means Inner West Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including installing cabling and wiring.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

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(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

(i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

(ii) any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

(iii) workers' compensation in accordance with applicable legislation;

(c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

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3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

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Special by-law no. 8 – Renovation works in lot 56

Part 1: Preamble

1.1 This By-law is made pursuant to Parts 6 and Part 7 of the Act.

1.2 The purpose of this By-law is to grant and confer upon the Owner special privileges in respect of the common property to perform the Works, subject to the terms and conditions specified in this By-law.

1.3 The rights conferred by this By-law enure for the benefit of the Owner; the obligations imposed by this By-law bind the Owner.

Part 2: Definitions & Interpretation

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

(a) **Act** means the *Strata Schemes Management Act 2015* (NSW).

(b) **Authority** means a principal certifying authority as defined under the *Environmental Planning and Assessment Act 1979* (NSW) including any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot including the Local Court or NCAT.

(c) **Lot** means Lot 56 in Strata Plan No. 75869.

(d) **Owner** means the owner or owners from time to time of Lot 56 in Strata Plan No. 75869.

(e) **building** means the building at 56/159 Princes Highway, St Peters NSW 2015.

(f) **Works** means retile the floors and walls in the bathroom, waterproof bathroom floor, replace toilet, bathtub, vanity and shower screen, change wall lining and replace fixtures.

2.2 In this By-law, unless the context otherwise requires or permits:

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in this By-law have the same meaning as those defined in the Act;

(d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised in writing by the owners corporation from time to time;

(e) a reference to legislation includes a reference to any amending or replacing legislation;

(f) a reference to the Owner includes a reference to any of the Owner's executors, administrators, successors, permitted assigns or transferees;

(g) to the extent of any inconsistency between the By-laws applicable to Strata Plan No. 75869 and this By-law, the provisions of this By-law prevail;

(h) if any provision or part of a provision of this By-law is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed from this By-law or that provision to the extent that it is void, invalid or unenforceable but the remainder of this By-law or provision will remain in full force and effect.

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Part 3. Authorisation for Works

3.1 The owners corporation grants the Owner:

(a) its approval, permission and authority to carry out the Works;

(b) the special privilege to, at the Owner's cost, carry out the Works on and to the common property; and;

(c) the exclusive use and enjoyment of the common property to be occupied by the Works, on the conditions of this By-law.

Part 4: Conditions

Before commencement

4.1 Before commencing the Works, the Owner must provide the owners corporation with:

(a) A copy of all drawings, plans, specifications, conditions and quote for the carrying out of the Works.

(b) A copy of any requisite construction certificate for the Works issued under Part 4A of the *Environmental Planning and Assessment Act 1979* (NSW).

(c) Licence and certification details of all contractors engaged by the Owner to carry out the Works.

(d) If requested by the owners corporation, photographs of all areas of the building which may be affected by the Works.

(e) A Certificate of Currency All Risks insurance cover taken out with a reputable insurer (incorporating Contractor's all risk insurance cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works and Home Warranty insurance where required).

4.2 Prior to commencement of the Works, the Owner must arrange with the owners corporation or its building caretaker:

(a) suitable times and method for the Owner's contractor(s) to access the building;

(b) written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris; and

(c) suitable times and method for the parking of vehicles by the Owner's contractor(s) whilst the Works are in progress.

Performance of the Works

4.3 In carrying out the Works, the Owner and the Owner's contractor(s) must:

(a) comply with the terms of approval given by the owners corporation under this By-law;

(b) comply with the Building Code of Australia and all relevant Australian Standards;

(c) maintain the structural integrity of the building, its waterproofing and the integrity of all fire safety measures and equipment;

(d) transport each item, including but not limited to constructions materials, equipment and debris, in compliance with the reasonable directions of the owners corporation.

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(e) protect all areas of the building, both internal and external to the Lot, from damage caused by the Works, by the transportation of construction material, equipment, debris and other material associated with the Works or by the removal of any part of the Works;

(f) keep all areas of the building outside the Lot clean and tidy;

(g) keep the door to the Lot closed at all times to prevent the egress of dust into the rest of the building;

(h) immediately arrange for the removal of all constructions materials and debris from the building and must not deposit any construction materials and debris in any common property garbage area or bins or on the common property;

(i) take all reasonable steps to minimize noise, discomfort, disturbance, obstruction or interference with the use of the building by other Lot owners and occupiers; and

(j) ensure that the common property is kept clean of waste and debris created by the Works daily and in accordance with reasonable directions of the owners corporation.

4.4 In carrying out the works:

(a) The Owner may not vary the Works except in accordance with the written approval of the owners corporation and, if applicable, any Authority.

(b) The Owner must comply with all directions, orders and requirements of any Authority and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's contractor(s).

(c) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.

(d) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and any property of the owners corporation and the owner or occupier of another Lot in the strata scheme.

(e) The Owner must only perform the Works at the times approved by the Owners Corporation (acting reasonably).

Maintenance of the common property

4.5 The Owner, in accordance with sections 108, 141 and 142 of the Act and subject to the conditions below:

(a) is responsible for the costs of the Works;

(b) will indemnify the owners corporation for all legal costs in drafting this By-law;

(c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair from time to time, the Works;

(d) remains liable for any damage to the Lot or common property arising out of the Works;

(e) must make good any damage to the Lot or common property arising out of the Works immediately after it has occurred.

The Owner indemnifies the owners corporation with respect to any damage to the building or the common property arising from the Works. The owners corporation may proceed to recover any damage not covered by their own insurance from the insurance of the Owner’s contractor(s) or the Owner.

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Ongoing responsibilities and Indemnity

4.6 The Owner, must:

(a) carry out all necessary work to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property if any part of the Works is removed;

(b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this By-law in a state of good and serviceable repair;

(c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

4.7 The Owner must indemnify the owners corporation against 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 common property or any other Lot, caused by or arising out of or related to the Works.

Costs

4.8 (a) The Works must be undertaken at the cost of the Owner; and

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

The seal of The Owners – Strata Plan No. 75869
was affixed on 5 June 2024
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: 

Electronic signature of me, Angela Capri,
affixed by me, or at my direction, on 5 June 2024

Authority: Licensed Strata Managing Agent,
[Licence No. 723973]
BCS Strata Management P/L



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Approved Form 23

Attestation

The seal of The Owners – Strata Plan No. 75869
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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:

Electronic signature of me, Angela Capri,
affixed by me, or at my direction, on 5 June 2024

Authority: Licensed Strata Managing Agent,
[Licence No. 723973]
BCS Strata Management P/L

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/4220

Fee: $62.00

Certificate Date: 25/09/2026

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

Subject property address (if applicable)	Legal description
114 Church Street ST PETERS NSW 2044	Lot 1 SP 75869

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 MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- 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 minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To enable land uses that do not impact on the role or viability of nearby centres.
- To enhance the visual appearance and accessibility of the area by ensuring development achieves high architectural, urban design and landscape standards that caters for the needs of all ages and abilities.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; 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; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Moorings; Mooring pens; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

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

Do any additional permitted uses apply to the land?

NO

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

NO

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

NO

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

NO

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

NO

3. Contributions plans

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

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

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

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

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

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

Greenfield Housing Code

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

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

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?

NO

Information regarding outstanding notices and orders

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

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

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

General Information

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

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

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

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

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

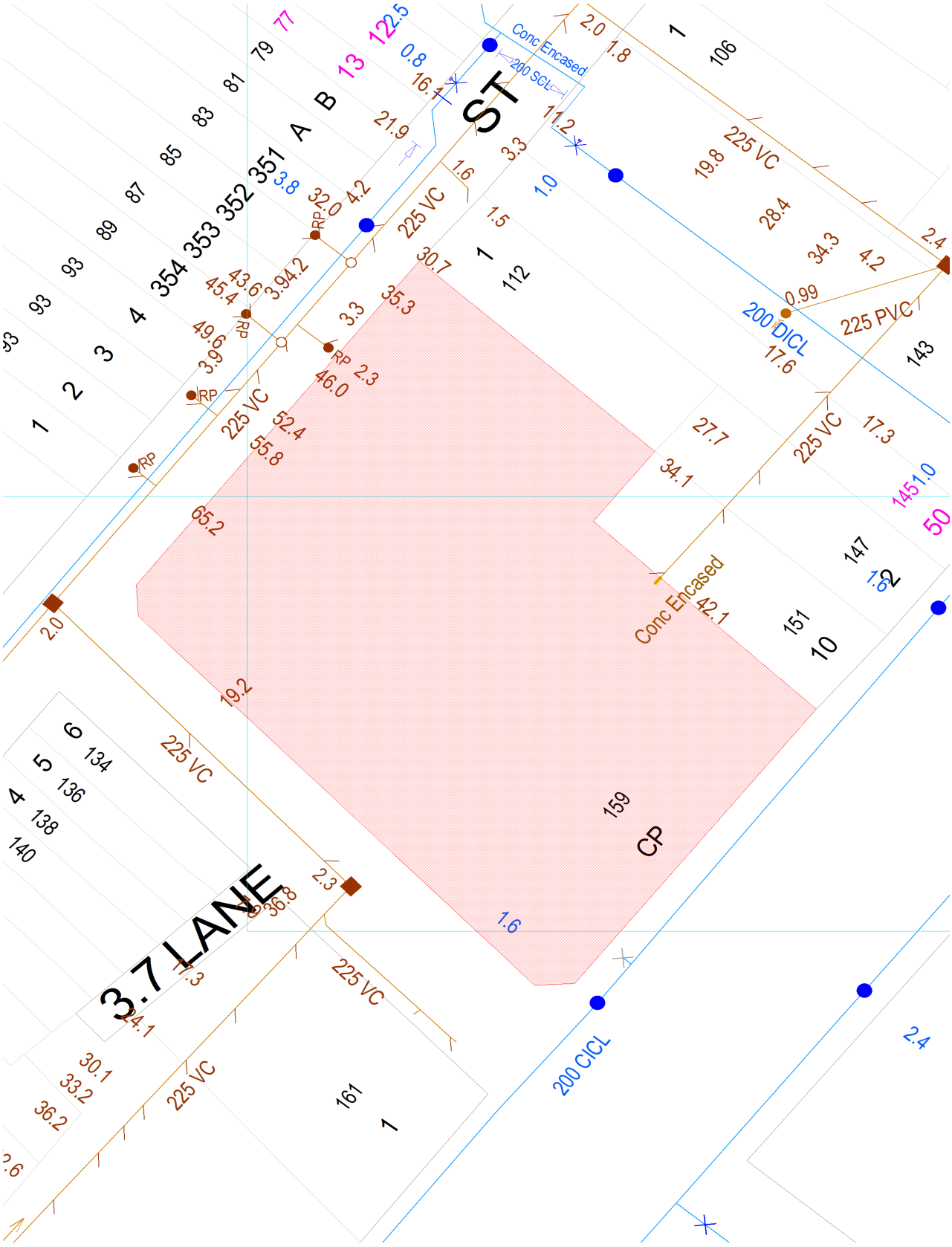


DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Sydney WATER

Service Location Print

Application Number: 8005573484



Document generated at 25-09-2026 02:20:25 PM

Disclaimer

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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

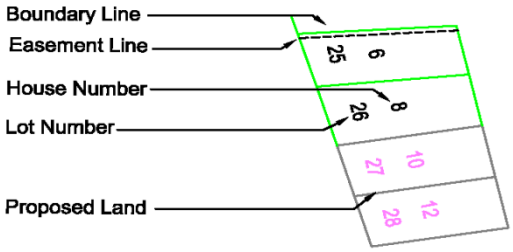
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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

Water

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

Private Mains

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

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

Pipe Types

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

Further Information

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

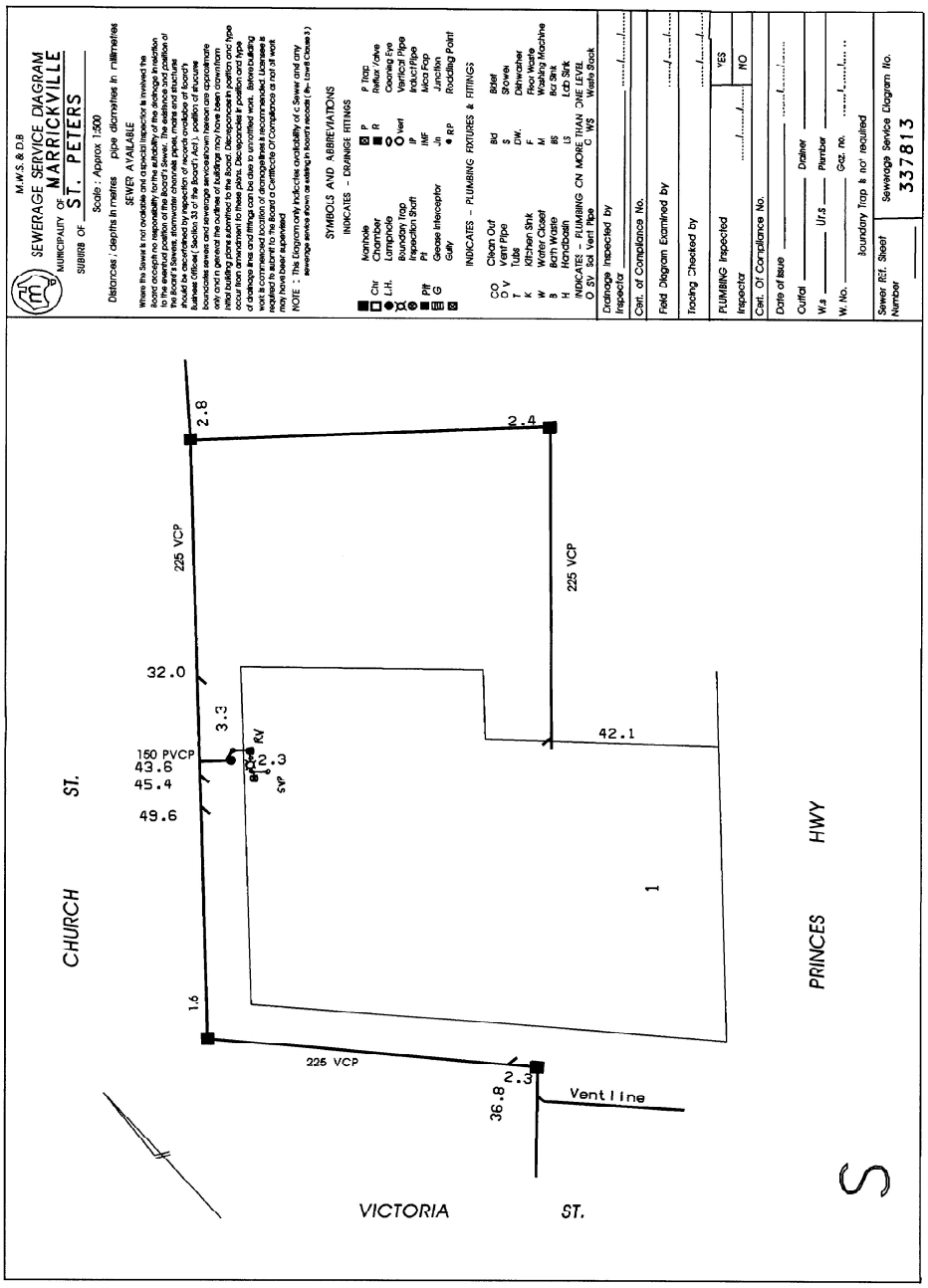
For general enquiries please call the Customer Contact Centre on 132 092

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

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

Sewer Service Diagram

Application Number: 8005573511



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