© 2026 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 - 4 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King Street, NEWTOWN NSW 2042	**phone**: 0421 749 644 **email**: josephl@adrianwilliam.com.au **ref**: Joseph Lombardo
co-agent		
vendor	INDIA MAY ROSE AND BRENT JOHN MONTGOMERY	
vendor's solicitor	M D Di Re Solicitor & Attorney Suite 4, 12 Nelson Street, Fairfield NSW 2165	**phone**: 02 9726 3033 **email**: onorina@mddire.com.au **ref**: 260124
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203 LOT 9 STRATA PLAN SP103749 Folio Identifier 9/SP103749	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

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

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

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):

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.**

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*;

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/243 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

UNIT 2008/83 NEWCASTLE ST BYRON BAY NSW 2481 DUNWICH HILL

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*.

UNIT 20/845 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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).

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

UNIT 20/40 VIEW CANTERBURY RD DULWICH HILL NSW 2203

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.

UNIT 21/1845 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/243 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 203/846 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 205/36 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

UNIT 201/843 NEW CANTERBURY RD DULWICH HILL NSW 2203

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN INDIA MAY ROSE & BRENT JOHN MONTGOMERY (Vendors)
AND

(Purchaser)

The Contract is amended as follows:-

1. Whole agreement

The provisions contained in this agreement, expressly or by statutory implication, comprise the whole of the agreement between the parties except where required by law. The parties agree that no promises, representations, warranties, undertakings or conditions are implied in their agreement or arise between them by way of any other agreement and the existence of any other agreement, promise, representation, warranty or undertaking given or made by any party or their agent to the other on or before this agreement is expressly negative.

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

It is further agreed between the parties that in circumstances justifying the issue of Notice to Complete by the Vendor the sum of three hundred and fifty dollars ($350.00) as the agreed reasonable legal expenses incurred by the Vendor as a result of having to issue such Notice to Complete.

3. Death or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Purchaser acknowledgements

4.1 The subject property is sold in its present condition and state of repair and subject to all faults and defects, both patent and latent and subject to any infestation and dilapidation. The Purchaser acknowledges that no representation, inducements or warranties have been made by the Vendor or the Vendor's Agent or representatives relating to the state or condition of the property and the Purchaser agrees that he has made his own investigations and inspections and relies solely thereon and shall make no objection, requisition or claim for compensation in respect thereof. In the event that the Purchaser applies to the Local Council for a Certificate under Section 172 of the Local Government Act 1993 (as amended) any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense.

4.2 Notwithstanding the provisions of any other clause of this Contract, the Purchaser acknowledges that he is purchasing the property and shall take Title subject to the existing water (including storm water), sewerage, drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any requisition, objection or claim for compensation in respect of:-
(a) the nature, location, availability or non-availability of any such service; or
(b) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service, or the mains, pipes or connections thereof;
(c) any matter disclosed by any annexed Sewerage Connections Diagram or Sewer Mains Diagram

5. Late Completion

5.1 In the event that completion is not effected on the nominated day due to the purchaser's default or their mortgagee and through no fault of the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 12% interest per annum calculated daily

on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5.2 In addition to the monies payable by the purchaser on completion of this Contract, the purchaser must pay an addition one hundred and fifty dollars ($150.00) on settlement to cover the legal costs and other expenses incurred as a consequence of the delay.

6. Release of deposit
The purchasers agree and acknowledge that the deposit referred to herein shall be released, if required for the vendor's use whatsoever, including but not limited to payment of rental bond and/or rent; or as a deposit for the purchase of an alternate property, or for the payment of stamp duty in respect of such property, provided that such deposit is placed in the trust account of a licensed real estate agent, licensed conveyancer or solicitor, or paid to the office of state revenue or rental bond board; or to be paid the vendor directly.

The execution of this contract shall be full and irrevocable authority to the depositholder named herein to release such deposit and no further authority shall be required.

7. Title
Should there be any mortgage, encumbrance and/or caveat registered on the title of the property hereby agreed to be sold as at the date of completion hereof the Purchaser shall accept from the Vendor a duly executed discharge or withdrawal of any such mortgage, encumbrance or caveat in registrable form together with an allowance for the usual registration fee.

8. Agent
The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

9. Swimming Pool
If the property includes a swimming pool/spa, then the purchaser accepts the swimming pool/spa, its surrounds and fencing (if any) in its present state of repair and condition and the vendor does not warrant that the swimming pool/spa on the property complies with the requirements imposed by the *Swimming Pools Act 1992* (the Act) and the regulations prescribed under the Act or the requirements of Council or any other authority. The purchaser agrees that after completion the purchaser will comply with requirements of the Act and regulation relating to access to the swimming pool/spa and the erection of a notice, and the purchaser indemnifies the Vendor in relation to all liability for anything arising after the date of this contract in relation to any non compliance with the requirements by the Act and regulations by the improvements on the property.

10. Deposit less than 10%, but balance required if purchaser defaults
Despite any other provision of this agreement, if:-

(a) the deposit actually paid by the purchaser is less than ten per cent (10%) of the purchase price, and
(b) the vendor becomes entitled to forfeit the deposit actually paid,

The purchaser will immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid to the intent that a full ten per cent of the purchase price is forfeitable by way of deposit upon default.

11. Warranty by purchaser that Foreign Investment Review Board approval

not required
(a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the purchaser or to this purchase.
(b) The purchaser will indemnify the vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of a breach of this warranty.

12. Nonmerger
Any provision of this Contract capable of continuing in force and effect following completion of this Contract shall continue in force and effect notwithstanding such completion.

13. Rescission pursuant to Section 66U of the Conveyancing Act 1919
If the purchaser serves a notice of rescission as provided for in Section 66U
of the Conveyancing Act 1919, the deposit holder is authorised and directed to disburse and pay the deposit as follows:
(a) To the vendor - the amount forfeited under s.66U of that Act (0.25 of the purchase price), and
(b) To the Purchaser - the balance of the deposit.

14. Amendments to Standard Contract
The printed form of this contract shall be amended as follows:

(a) Clause 14.4.2 is hereby deleted.
(b) Clause 23.5.2 – delete and place with:
a contribution which is not a regular periodic contribution; and
(c) Clause 23.13 - delete and replace with:
The vendor authorises the purchaser to apply for a certificate under section 184 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the Scheme or any higher scheme
(d) Clauses 23.6 & 23.7 are hereby deleted
(e) Clause 23.9.1 – replaced "*1%"* and insert with "*5%"*
(f) Clause 23.14 is hereby deleted
(g) Clause 24.4.3 Delete "*at least 2 busines days before the date for completion*," and replace with *"at completion,"*

15. Finance
15.1 The purchaser warrants to the vendor that, as at the date of this contract:
(a) the purchaser has obtained unconditional approval for all credit required to complete the purchase on terms acceptable to the purchaser; or
(b) the purchaser does not require credit to complete the purchase.
15.2 The purchaser acknowledges that:
(a) the vendor enters into this contract in reliance on the warranty in clause 15.1;
(b) this contract is not conditional on the purchaser obtaining finance; and
(c) subject to any right that cannot lawfully be excluded, restricted or modified, the purchaser is not entitled to terminate, rescind or avoid this contract merely because the purchaser is unable to obtain credit or sufficient funds to complete the purchase.
15.3 Nothing in this clause excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified under the *National Consumer Credit Protection Act 2009* (Cth), including the National Credit Code in Schedule 1 to that Act, or any other applicable law.

16. Guarantee and Indemnity - Purchaser a Corporation
In consideration of the vendor entering into this contract with a purchaser purporting to be a corporation, at the request of the person/s in whose presence the common seal of the purchaser purports to have been affixed or the person/ s who sign this contract on behalf of the purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:
(a) warrants that the purchaser is incorporated;
(b) guarantees to the vendor the observance by the purchaser of the terms of this contract;

(c) indemnifies and agrees at all times hereafter to keep indemnified the vendor from and against all damages and losses which the vendor may suffer arising directly or indirectly out of any breach by the purchaser of any of the provisions of this contract;
(d) agrees that the indemnity in paragraph (c) herein shall continue and the guarantor shall remain liable to the vendor under the indemnity notwithstanding that as a consequence of such breach the vendor has exercised any of its rights under this contract notwithstanding that the purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.
(e) This clause will not merge on completion.

17. Tenancies
If the property is subject to any existing tenancies:
• The vendor does not warrant that the tenant will continue to remain in the property,
• There may be no written lease agreement in place
• If the lease has expired or there is no written lease agreement, and the purchaser requires vacant possession, the purchaser must inform the vendor's solicitor in writing that he requires vacant possession within three (3) days after the date of exchange of contract.
• The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract, or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract of sale.

18. Claim for Compensation
The provision of Clause 7 of the printed form of Agreement is deleted. Any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the printed form of Agreement.

19. Agency Fees if applicable
Settlement of this matter shall take place wherever the vendor directs. Should the purchaser require settlement to take place at any other venue then the purchaser shall pay to M.D DI RE Solicitor & Attorney a fee of $100.00. This fee must be paid at or prior to settlement.

20. GST Liability
20.1 In this clause reference to GST and taxable supply have the same meanings as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and A New Tax System (Goods and Services Transition) Act 1999 (Cth).
20.2 The parties declare that the Property is sold as a residential premises to be used predominately for residential purposes and the sale is not a taxable supply and that NO GST is payable. The Purchaser will indemnify the Vendor against any GST liability as a consequence of a breach of this warranty and declaration by the purchaser.

21. Survey Report
21.1 The Vendor does not have a Survey Report in relation to the property.
21.2 The Vendor need not do anything to obtain or assist the purchaser to obtain a Survey Report.
21.3 The Purchaser must satisfy itself on all matters relating to any Survey Report and must not make a claim, objection or requisition with respect to any Survey Report which the Purchaser obtains.

22. Building Certificate/Occupation Certificate
22.1 The vendor does not have an occupation certificate or building certificate under the local Government Act for the improvements on the property.
22.2 The Vendor need not do anything to obtain or assist the Purchaser to obtain a occupation certificate or building certificate but the vendor does authorise the Purchaser to have the property inspected.
22.3 The purchaser may not make a claim, objection or requisition, delay completion of or rescind or terminate this contract because the purchaser does not obtain an occupation certificate or building certificate before completion or obtains an occupation certificate or building certificate requiring work to be carried out in relation to the property or the improvements erected thereon.
22.4 The vendor does not warrant that the property or the improvements erected thereon comply, with the local government act 1993 or the local government act 1919 or any ordinates, regulation or bylaws

made under or pursuant to such acts and the purchaser must make its own enquires in relation to the compliance of the property and improvements erected thereon with the said acts, ordinances, regulations and bylaws and the purchaser will not make a claim, objection or requisition, delay completion of or rescind or terminate this contract because the property or improvements erected thereon do not comply with the said act, ordinances, regulations and by laws

23. FIRB APPROVAL
The Purchaser warrants to the Vendor that if it is a "foreign corporation" or a "foreign person "defined in the Foreign Acquisition & Takeovers Act 1975 (" the Act"), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its Purchase of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

24. Qualified Title
It is agreed between the parties that in the event that the Title or any of the Titles of the land being sold are subject to a Qualification pursuant to the Real Property Act, and that by the date of the issue of the Qualified Title the Purchaser will not require the Vendor to comply with the provisions of Clause 25 of this Contract.

25. Limited Title
It is agreed between the parties that in the event that any of the Titles to the land being sold is the subject of a limitation pursuant to the Real Property Act, the purchaser will not make any requisition, objection or claim for compensation in respect to the limitation and shall not require the Vendor to comply with the provisions of Clause 25 of the Contract.

26. Error in Adjustment of Outgoings
Each party agreed that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as in shown by such calculation to be payable. This clause shall not merge on completion.

27. Smoke Alarms
The property has smoke alarms installed.

28. Discrepancy
If there is a discrepancy between these Special Conditions and any other clause in this contract than these Special Conditions shall prevail.

PRESCRIBED CONDITIONS OF SALE BY AUCTION
Property and Stock Agents Regulation 2014 -Section 15 Conditions of sale by auction

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of lan or livestock—
(a) The vendor’s reserve price must be given in writing to the auctioneer before the auction commence (but not if the auction relates solely to livestock).
(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
(c) The highest bidder is the purchaser, subject to any reserve price.
(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer’s decision is final.

(e) The auctioneer may refuse to accept any 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 giv to the auctioneer a copy of a written authority to bid for or on behalf of another person.
(g) A bid cannot be made or accepted after the fall of the hammer.
(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) fc sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land—
(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
(b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on beh of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed a applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—
(a) More than one 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 c the seller.
(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicabl to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock an 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 that 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 that amount cannot reasonably be determined immediately after the fall of the hammer—before t close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and t vendor made before the fall of the hammer.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/SP103749

SEARCH DATE	TIME	EDITION NO	DATE
7/10/2026	10:58 AM	2	15/12/2021

LAND

LOT 9 IN STRATA PLAN 103749
AT DULWICH HILL
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

INDIA MAY ROSE
BRENT JOHN MONTGOMERY
AS JOINT TENANTS (T AR727989)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP103749
2 AR727990 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260124... PRINTED ON 7/10/2026

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

Copyright © Office of the Registrar-General 2026

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP103749

SEARCH DATE	TIME	EDITION NO	DATE
7/10/2026	10:58 AM	2	23/6/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103749 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DULWICH HILL
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP103749

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 103749
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 520
HURSTVILLE BC 1481

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
3 B691536 COVENANT
4 DP1030536 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 AJ46576 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE SHOWN 1.5 WIDE IN DP854228
6 AR417772 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 103749

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	41	2	45	3	54	4	54
5	56	6	56	7	56	8	56
9	43	10	41	11	41	12	45
13	44	14	42	15	42	16	45
17	65	18	43	19	43	20	65
21	23						

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP103749 PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260124... PRINTED ON 7/10/2026

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

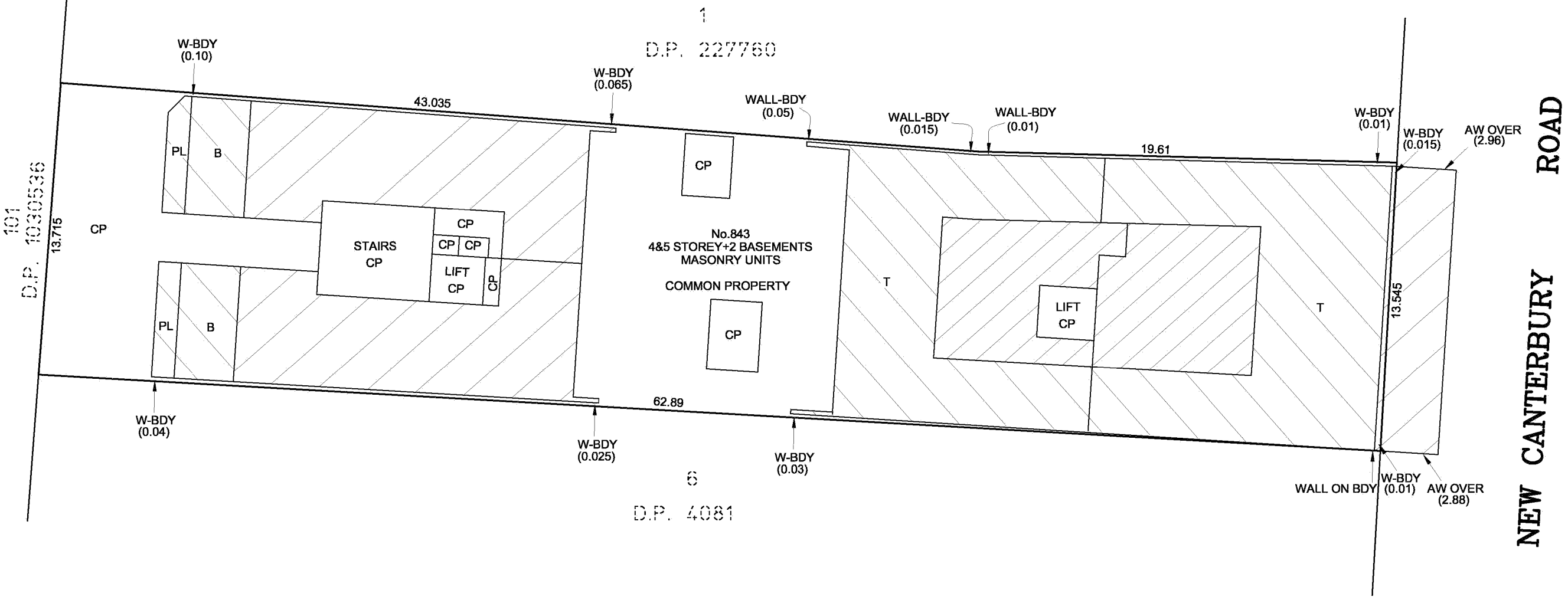
Copyright © Office of the Registrar-General 2026

Received: 07/10/2026 10:58:27

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 12:09 /Seq:1 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

NOTES:

1. CP. DENOTES COMMON PROPERTY
   T. DENOTES TERRACE
   B. DENOTES BALCONY
   PL. DENOTES PLANTER



LOCATION PLAN

I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

Surveyor Registered under
Surveying and Spatial Information Act 2002

SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

Prt:24-Nov-2021 12:09 /Seq:2 of 12
Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:2 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

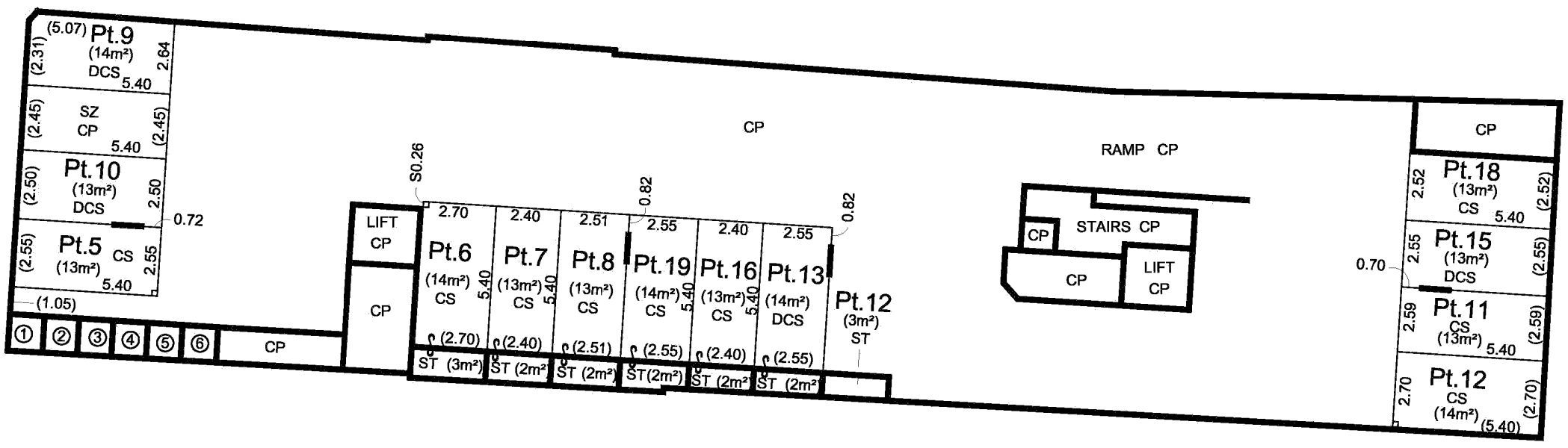
STORAGE SCHEDULE		
No.	AREA (m²)	Pt.No.
①	(2m²)	Pt.5
②	(2m²)	Pt.10
③	(2m²)	Pt.9
④	(2m²)	Pt.18
⑤	(2m²)	Pt.15
⑥	(2m²)	Pt.11

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
   SZ. DENOTES SHARED ZONE
   ST. DENOTES STORAGE
   CS. DENOTES CAR SPACE
   DCS. DENOTES DISABLED CAR SPACE
3. S. DENOTES PROLONGATION OF SOUTHERN FACE OF WALL

⊾ DENOTES 90°

DENOTES CENTERLINE OF WALL/COLUMN



I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

Surveyor Registered under
Surveying and Spatial Information Act 2002

LOWER BASEMENT PLAN

SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

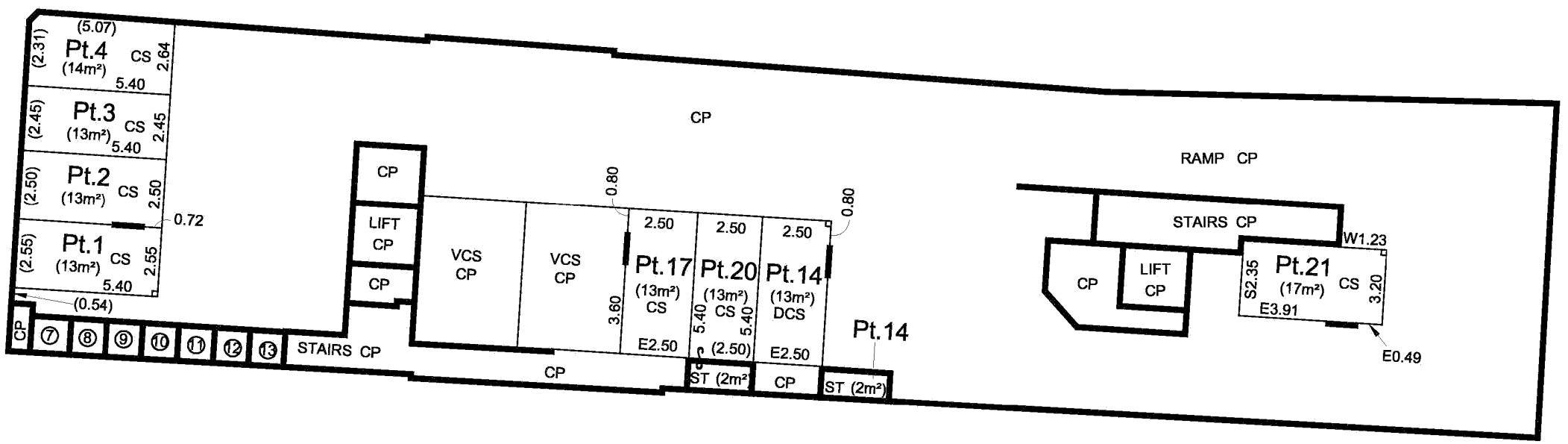
STORAGE SCHEDULE		
No.	AREA (m²)	Pt.No.
⑦	(1m²)	Pt.1
⑧	(2m²)	Pt.1
⑨	(2m²)	Pt.2
⑩	(2m²)	Pt.3
⑪	(2m²)	Pt.4
⑫	(2m²)	Pt.17
⑬	(2m²)	Pt.21

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
   ST. DENOTES STORAGE
   VCS. DENOTES VISITOR CARSPACE
   CS. DENOTES CAR SPACE
   DCS. DENOTES DISABLED CAR SPACE
3. S. DENOTES PROLONGATION OF SOUTHERN FACE OF WALL
   E. DENOTES PROLONGATION OF EASTERN FACE OF WALL
   W. DENOTES PROLONGATION OF WESTERN FACE OF WALL

⊾ DENOTES 90°

▬▬ DENOTES CENTERLINE OF WALL/COLUMN



I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

Surveyor Registered under
Surveying and Spatial Information Act 2002

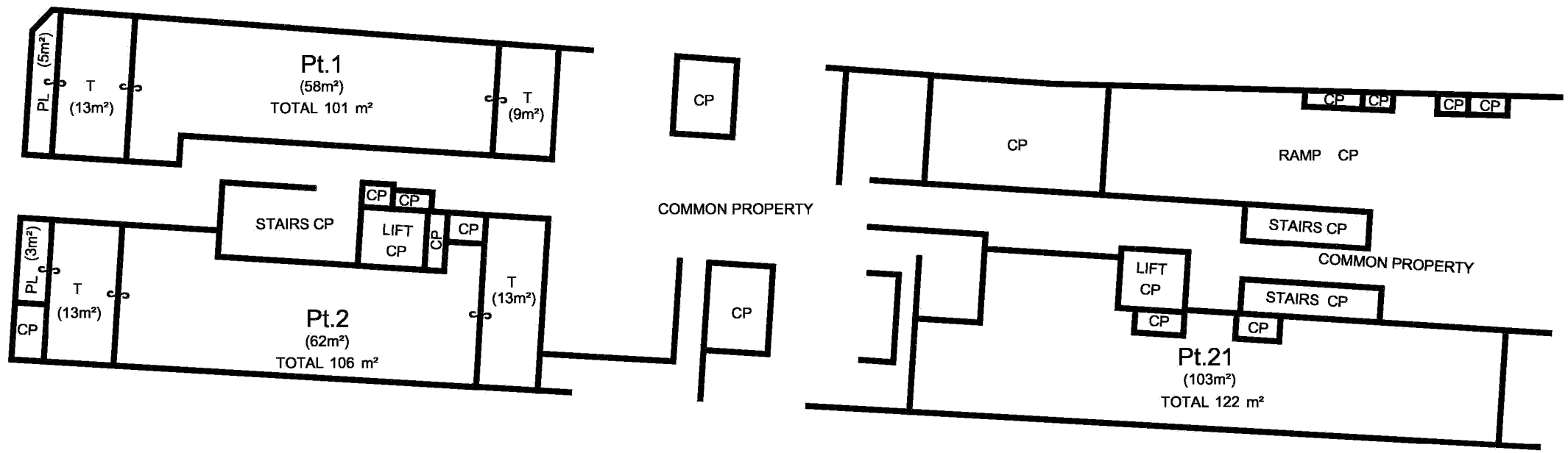
UPPER BASEMENT PLAN

SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:3 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
   T. DENOTES TERRACE
   PL. DENOTES PLANTER
3. THE STRATUM OF THE TERRACES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT
5. THE STRATUM OF PLANTERS ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS WATER PROOF MEMBRANE COVERING CONCRETE FLOOR EXCEPT WHERE COVERED, WHITIN THIS LIMIT



GROUND FLOOR PLAN

I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

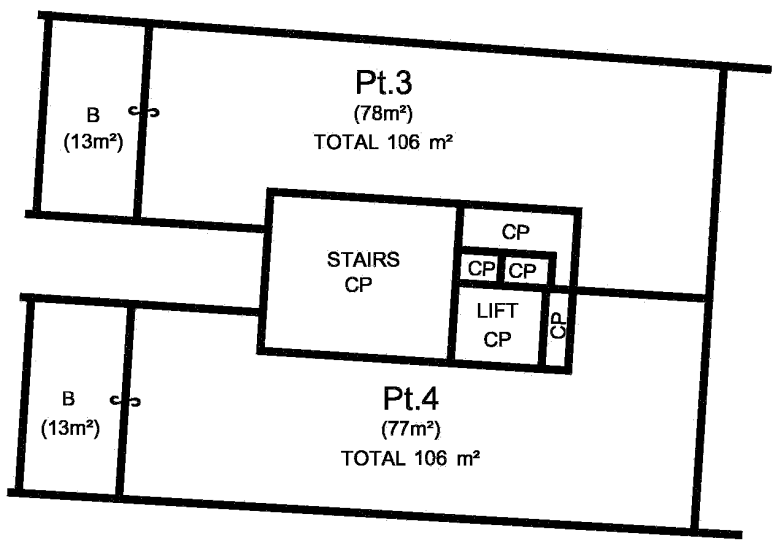
Surveyor Registered under
Surveying and Spatial Information Act 2002

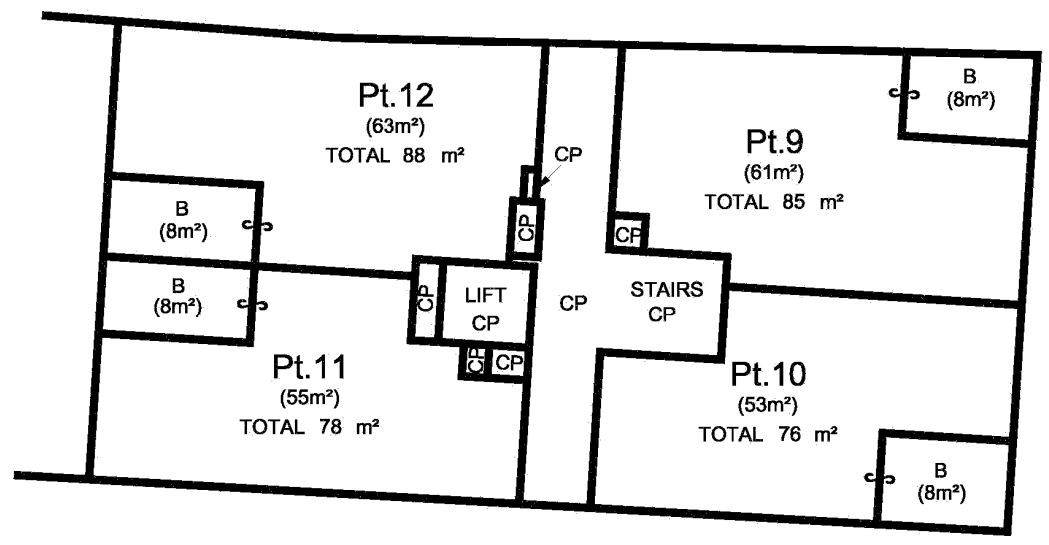
SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:4 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
   B. DENOTES BALCONY
3. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT





LEVEL 1

I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

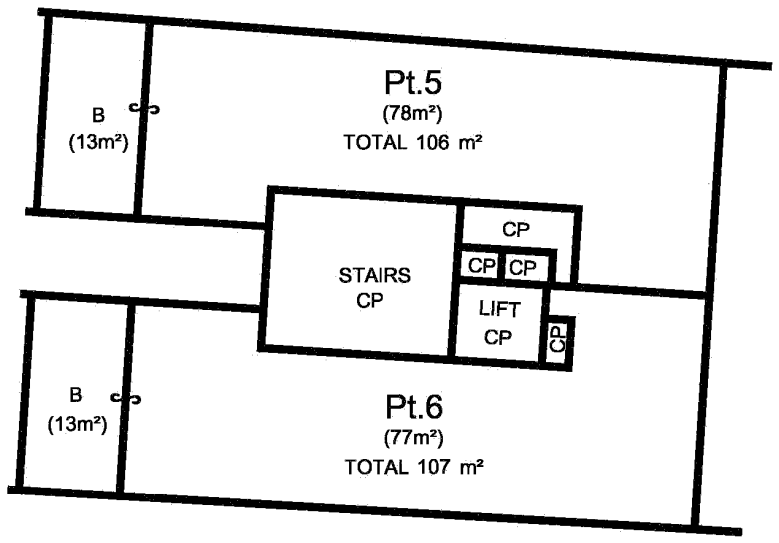
Surveyor Registered under
Surveying and Spatial Information Act 2002

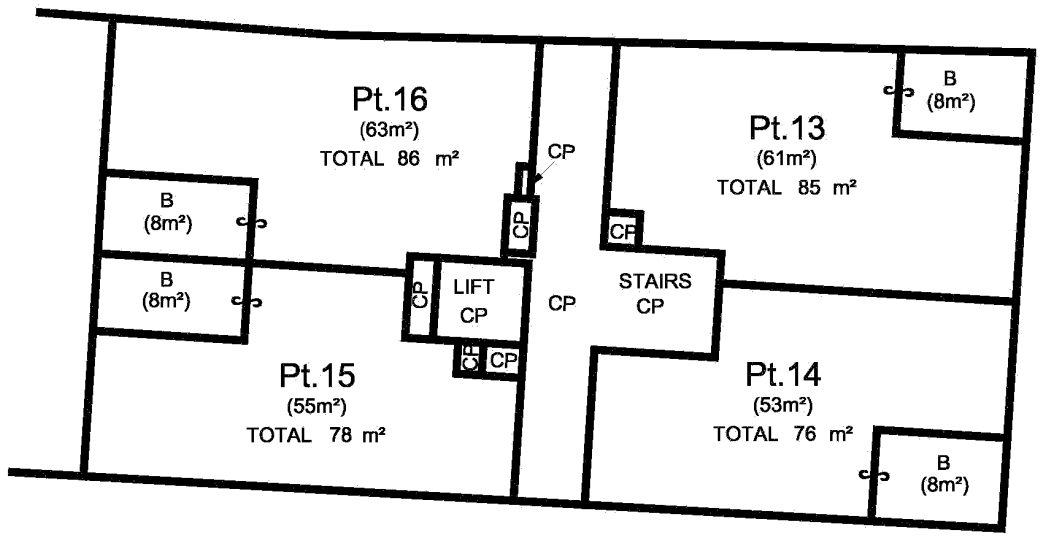
SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:5 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
   B. DENOTES BALCONY
3. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT





LEVEL 2

I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

Surveyor Registered under
Surveying and Spatial Information Act 2002

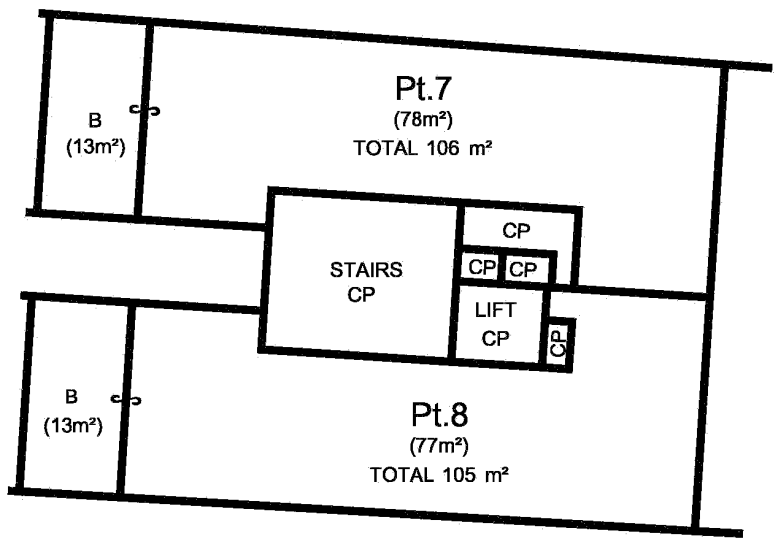
SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

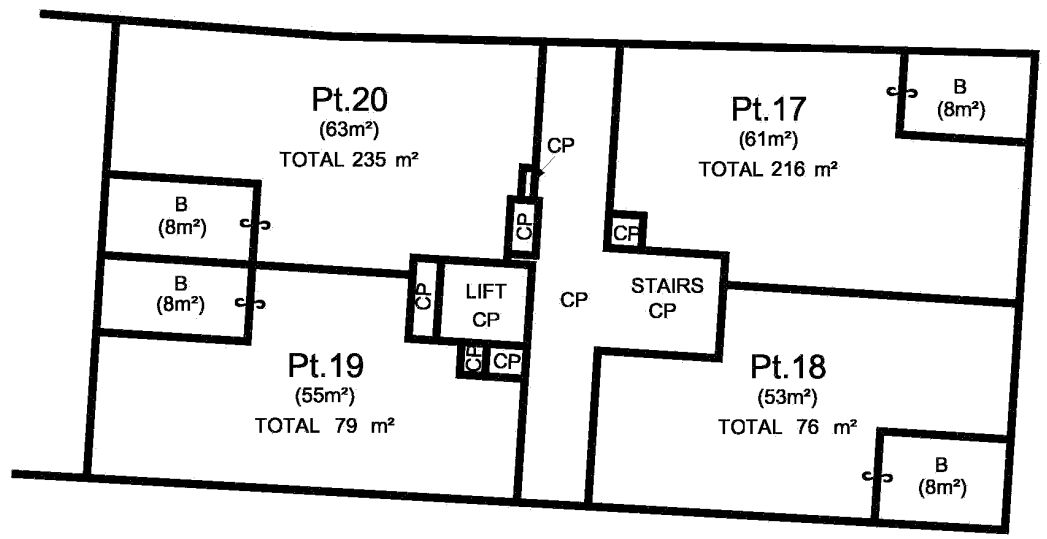
Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:6 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:7 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
   B. DENOTES BALCONY
3. THE STRATUM OF THE BALCONIES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT





LEVEL 3

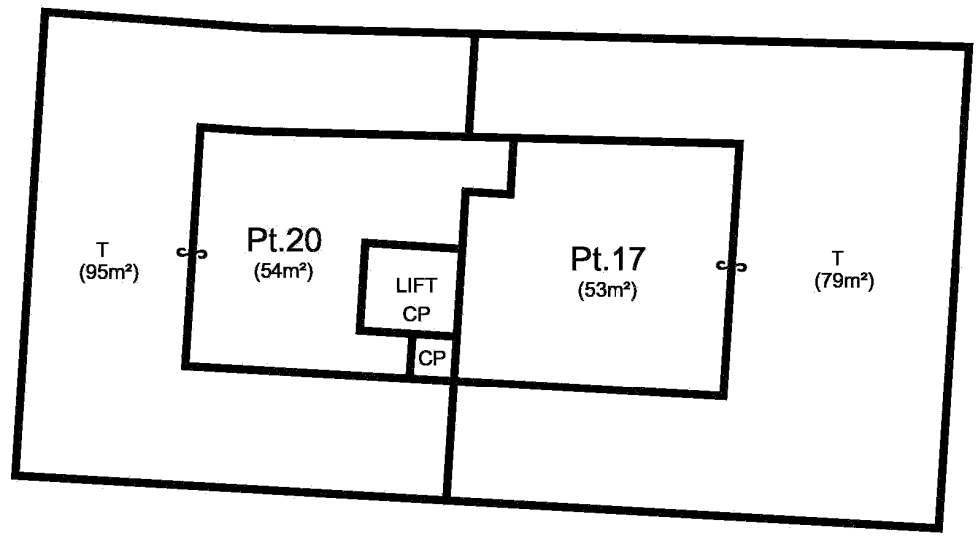
I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

Surveyor Registered under
Surveying and Spatial Information Act 2002

SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
   T. DENOTES TERRACE
3. THE STRATUM OF THE TERRACES EXTEND 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE PAVED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT



LEVEL 4

I, Simon Paul Cheng have undertaken and completed all necessary work to enable registration of strata plan SP 103749 in accordance with Certificate under Section 9B of the Surveying and Spatial Information Act 2002

Surveyor Registered under
Surveying and Spatial Information Act 2002

SURVEYOR Name: ROLF CAMBRIDGE Date: 26/10/2020 Reference: 10467-SP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1278133	L.G.A.: INNER WEST Locality: DULWICH HILL Reduction Ratio: 1:200 Lengths are in metres	Registered 24/11/2021	SP103749

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:8 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Sc
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 24/11/2021

Office Use Only

SP103749

PLAN OF SUBDIVISION OF: 100 IN DP1278133

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

This is a ***FREEHOLD/*~~LEASEHOLD~~** Strata Scheme

Address for Service of Documents
843 NEW CANTERBURY ROAD,
DULWICH HILL 2203
Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:
* Model by-laws for residential strata schemes together with:
Keeping of animals: Option *A/*~~B~~
Smoke penetration: Option *A/*~~B~~
(see Schedule 3 *Strata Schemes Management Regulation 2016*)
*~~The strata by-laws lodged with the plan.~~

Surveyor's Certificate

I Rolf Cambridge, ATS Land & Engineering Surveyors P/L, of 3/75 Ryedale Road West Ryde 2114, being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*(a) a public place

*~~(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~

Signature: RK Cambridge

Date: 26-10-2020

Surveyor ID: 720

Surveyor's Reference: 10467-strata

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Registered Certifier)

I DENNIS LINKER being a Registered Certifier, registration number BDC 0232, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

*~~(a) This plan is part of a development scheme~~.

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*~~(c) This certificate is given on the condition contained in the~~ relevant planning approval that lot(s) ^ will be created as ~~utility lots~~ and restricted in accordance with ~~section 63 *Strata Schemes Development Act 2015*~~.

Certificate Reference: 172021

Relevant Planning Approval No.: 17/CDC 23/21

issued by: IAN BAKER (BDC 0017)

Signature:

Date: 26 JUNE 2021

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Sc
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

SP FORM 3.07 (2019)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 4 sheet(s)

Office Use Only	Office Use Only
Registered: 24/11/2021	SP103749

VALUER'S CERTIFICATE

I, Paul Michael Woodbury ..... of woodburyAU .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute.....
Class of membership: Fellow (FAPI).....
Membership number: 68091.....

certify that the unit entitlements shown in the schedule herewith were apportioned on 16 June 2021..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: ...P M Woodbury..... Date ...16 June 2021.....

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	Unit Entitlement
1	41
2	45
3	54
4	54
5	56
6	56
7	56
8	56
9	43
10	41
11	41
12	45
13	44
14	42
15	42
16	45
17	65
18	43
19	43
20	65
21	23
AGGREGATE	1000

Surveyor's Reference: 10467-SP

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Sc
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 24/11/2021

Office Use Only

SP103749

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
CP		843	NEW CANTERBURY	ROAD	DULWICH HILL
1		843	NEW CANTERBURY	ROAD	DULWICH HILL
2		843	NEW CANTERBURY	ROAD	DULWICH HILL
3		843	NEW CANTERBURY	ROAD	DULWICH HILL
4		843	NEW CANTERBURY	ROAD	DULWICH HILL
5		843	NEW CANTERBURY	ROAD	DULWICH HILL
6		843	NEW CANTERBURY	ROAD	DULWICH HILL
7		843	NEW CANTERBURY	ROAD	DULWICH HILL
8		843	NEW CANTERBURY	ROAD	DULWICH HILL
9		843	NEW CANTERBURY	ROAD	DULWICH HILL
10		843	NEW CANTERBURY	ROAD	DULWICH HILL
11		843	NEW CANTERBURY	ROAD	DULWICH HILL
12		843	NEW CANTERBURY	ROAD	DULWICH HILL
13		843	NEW CANTERBURY	ROAD	DULWICH HILL
14		843	NEW CANTERBURY	ROAD	DULWICH HILL
15		843	NEW CANTERBURY	ROAD	DULWICH HILL
16		843	NEW CANTERBURY	ROAD	DULWICH HILL
17		843	NEW CANTERBURY	ROAD	DULWICH HILL
18		843	NEW CANTERBURY	ROAD	DULWICH HILL
19		843	NEW CANTERBURY	ROAD	DULWICH HILL
20		843	NEW CANTERBURY	ROAD	DULWICH HILL
21		843	NEW CANTERBURY	ROAD	DULWICH HILL

Surveyor's Reference:10467-STRATA

Req:R965744 /Doc:SP 0103749 P /Rev:24-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Se
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 4 sheet(s)
Office Use Only Registered: 24/11/2021		Office Use Only SP103749

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

ACN
GJS GROUP PTY LTD (~~CAN~~: 626 972 790)

GEORGE SARKIS
Sole Director/Secretary
PURSUANT TO S.127 CORPORATION ACT 2001

SIGNED SEALED AND DELIVERED for and on behalf of ST.GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 registration No. 332 Book 4299 in the

Presence of:

Witness (signature)

KARTIKA PANDYA
Name of Witness (Print)
L3, 25 RESTWELL ST
BANKSTOWN NSW

By executing this document the attorney states that they have received no notice of revocation of the power of attorney

ATTORNEY
Name: DIPIN SAINI
Title: 3
Date: 17/8/2021

Surveyor's Reference: 10467-strata

PLAN FORM 2

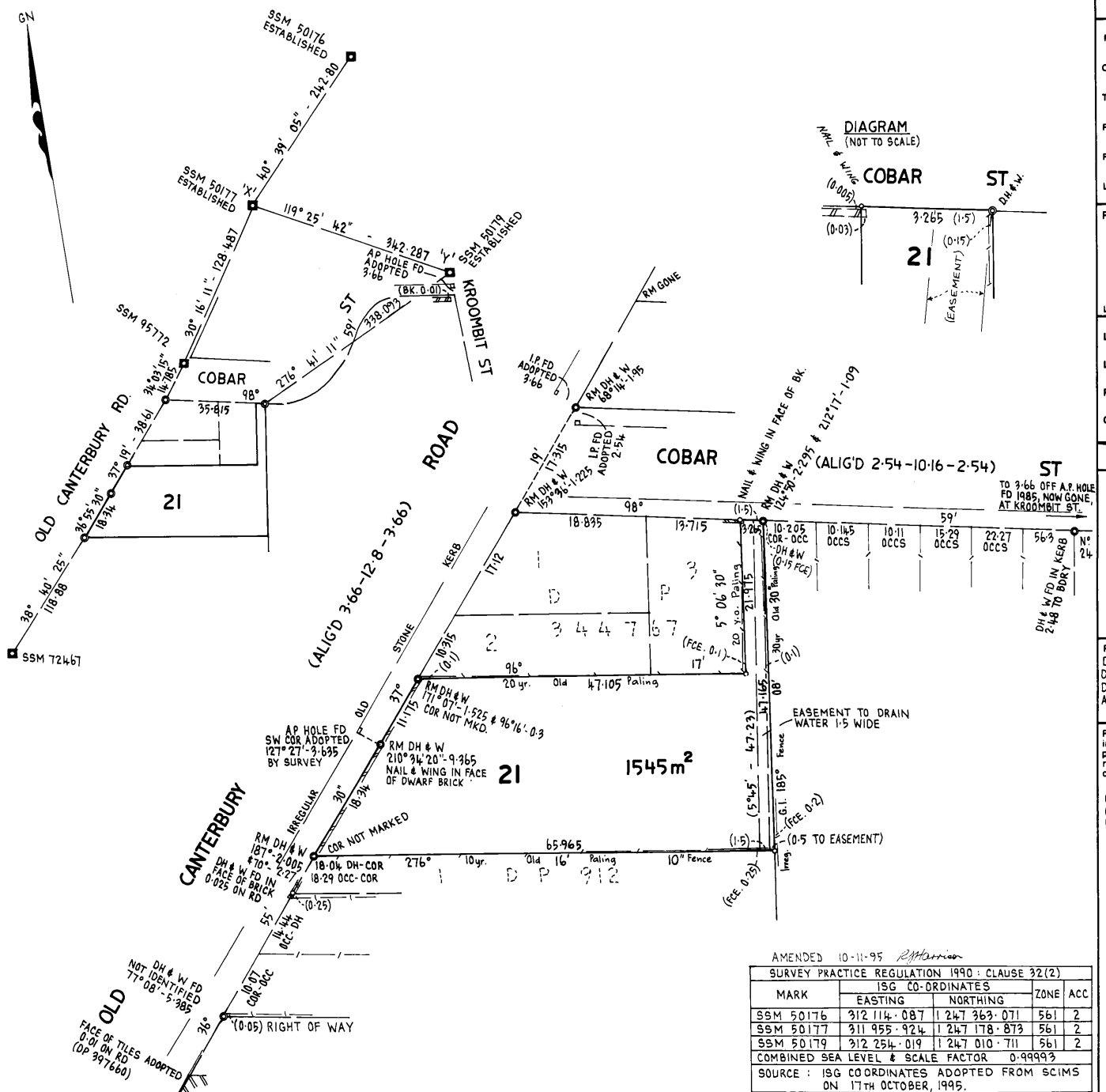
Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

E. Jaud
DIRECTOR

H. Jaud
SECRETARY



AMENDED 10-11-95 RHarrison

SURVEY PRACTICE REGULATION 1990 : CLAUSE 32(2)				
MARK	ISG CO-ORDINATES EASTING	ISG CO-ORDINATES NORTHING	ZONE	ACC
SSM 50176	312 114 · 087	1 247 363 · 071	561	2
SSM 50177	311 955 · 924	1 247 178 · 873	561	2
SSM 50179	312 254 · 019	1 247 010 · 711	561	2
COMBINED SEA LEVEL & SCALE FACTOR 0.999993				
SOURCE : ISG CO-ORDINATES ADOPTED FROM SCIMS ON 17TH OCTOBER, 1995.				

Crown Lands Office Approval

AN APPROVED .....
Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

Council's Certificate

I/We hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of 1 Part 3 Division 2 of the Water Board Act 1987, or 1 Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991,

have been complied with by the applicant in relation to the proposed .....
(Insert "new road", "subdivision" or "consolidated lot") set out herein

*Subdivision No. .....

Date .....

(Signature) .....
General Manager/Authorised Person

Council File No. .....

*Strike out this part of certificate to be deleted where the application is only for consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

*Delete if inapplicable

SURVEYOR'S REFERENCE: 14092 OLDCANT (CHECKLIST) REPORT

DP 854228

Registered: 13·11·1995

C.A: _____

Title System: TORRENS

Purpose: CONSOLIDATION

Ref. Map: PETERSHAM SH. 13

Last Plan: DP 912, DP 180869

PLAN OF CONSOLIDATION OF LOT B, D.P. 180869 & LOT 2, D.P. 912.

Lengths are in metres. Reduction Ratio 1: 400

LGA: MARRICKVILLE

Locality: DULWICH HILL

Parish: PETERSHAM

County: CUMBERLAND

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

I, ROBERT GORDON HARRISON of HARRISON, FRIEDMANN & ASSOC. P/L of P.O. BOX 44 JANNALI NSW 2226

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 26TH Oct 1995

(Signature) _____ Surveyor registered under the Surveyors Act 1929

Datum Line of Azimuth 'X' - 'Y'

Plans used in preparation of survey/compilation
DP 912, DP 17772, DP 17945, DP 39381, DP 180869, DP 202273, DP 338550, DP 397660, DP 344767, DP 707623, ALIG'T 47·2140.

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88 B OF THE CONVEYANCING ACT, 1919 & AS SET OUT IN THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE :
1. EASEMENT TO DRAIN WATER 1·5 WIDE.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R965750 /Doc:DP 0854228 P /Rev:14-Nov-1995 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Req:R965751 /Doc:DL AR417772 /Rev:23-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:1 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Lodger Details

Lodger Code	501746Y
Name	SPARKE HELMORE LAWYERS
Address	L 29, 25 MARTIN PL SYDNEY 2000
Lodger Box	42G
Email	PROPERTY.REGISTRATION@SPARKE.COM.AU
Reference	INN010-00021 -

Land Registry Document Identification

AR417772

STAMP DUTY:

Positive Covenant

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
A/320960	N	

Registered Proprietor

GJS GROUP PTY LTD ACN 626972790

Registered company

Prescribed Authority

INNER WEST COUNCIL

Local government or body

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 Terms and Conditions

Execution

The Certifier has taken reasonable steps to verify the identity of the relinquishing party 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	GJS GROUP PTY LTD
Signer Name	MATTHEW SHAD
Signer Organisation	SHAD LEGAL SERVICES PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	09/09/2021

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	INNER WEST COUNCIL
Signer Name	LEON SAKARIS
Signer Organisation	PARTNERS OF SPARKE HELMORE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	10/09/2021

Req:R965751 /Doc:DL AR417772 /Rev:23-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:2 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

AR417772R

Form: 13PC
Release: 3.1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919

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** A/320960

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
42G	SPARKE HELMORE 501746Y Reference:	PC

(C) **REGISTERED PROPRIETOR** Of the above land
GJS GROUP PTY LTD (ACN:626 972 790)

(D) **LESSEE MORTGAGEE or CHARGEE** Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AN965266	WESTPAC BANKING CORPORATION

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
INNER WEST COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900

DATE 1/10/2019

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: Neal Barker
Address of witness: Inner West Council 7-15 Wetherill St Leichhardt.

Signature of authorised officer: K Hunt
Name of authorised officer: Kerry Hunt
Position of authorised officer: Building Certification Manager
Pursuant to s.379 of the Local Government Act

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: GJS GROUP PTY LTD (ACN: 626 972 790)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: GEORGE SARKIS
Office held: Sole Director/Secretary

Signature of authorised person:
Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No AN965266 agrees to be bound by this positive covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: DANIEL REMAILI
Address of witness: 106A DERBY ST, SILVERWATER NSW, 2128

Signature of mortgagee:
See Annexure A for execution

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Electronic signature of me Kerry Hunt affixed by me on 17/11/2021

Req:R965751 /Doc:DL AR417772 /Rev:23-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:3 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

ANNEXURE A

Property Address: 843 NEW CANTERBURY ROAD, DULWICH HILL.
Lot No,: A DP: 320960

1. Terms of Positive Covenant

The registered proprietors covenant with the Council that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

I. the Registered Proprietor will –

(a) Keep the structure and works clean and free from silt, rubbish and debris

(b) Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

(c) Refer to the maintenance schedule prepared by PTC Consulting Engineers and held at Council offices under DA 201600564. A copy of this schedule is available to all owners and occupiers of the burdened lot(s).

II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the; structure and works and that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

Electronic signature of me Kerry Hunt affixed by me on 17/11/2021.

Req:R965751 /Doc:DL AR417772 /Rev:23-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:4 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

ANNEXURE A (cont'd)

Property Address: 843 NEW CANTERBURY ROAD, DULWICH HILL.
Lot No,: A DP: 320960

IV. Pursuant to section 88F(3) of the Act the authority 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 equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in III hereof.

ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(a) any expense reasonable incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of 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.

iii) Indemnify the Council and any adjoining land owners against o their land arising from the failure of any component of the OSD/OSR system, or failure to clean, maintain, and repair the system.

Electronic signature of me Kerry Hunt affixed by me on 17/11/2021

Req:R965751 /Doc:DL AR417772 /Rev:23-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:5 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

ANNEXURE A (cont'd)

Property Address: 843 NEW CANTERBURY ROAD, DULWICH HILL.
Lot No,: A DP: 320960

V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the As-built Plan No. 10467 by Ats Land & Engineering Surveyors, dated 19th July 2019, of plan by PTC Consulting Engineers, drawing number S18220301 in Inner West Council Development Consent No. 201600564 including all gutters, pipes, drains walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces designed to temporarily detain stormwater on the land.

For the purposes of this document:

1. The Act shall mean the Conveyancing Act 1919.
2. The Council means the Inner West Council

Name of authority empowered to release, vary or modify the Positive covenant:
Inner West Council.

Electronic signature of me Kerry Hunt affixed by me on 17/11/2021

Req:R965751 /Doc:DL AR417772 /Rev:23-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:6 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

ANNEXURE A (cont'd)

Property Address: 843 NEW CANTERBURY ROAD, DULWICH HILL.
Lot No,: A DP: 320960

Inner West Council by its authorised delegate pursuant to s.377 Local Government Act 1919 ..... (name of delegate).

.....
Signature of delegate

.....
Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence.

.....
Signature of witness

.....
Name of witness

.....
.....
.....
.....
Address of witness

Electronic signature of me Kerry Hunt affixed by me on 17/11/2021

Req:R965751 /Doc:DL AR417772 /Rev:23-Nov-2021 /NSW LRS /Prt:24-Nov-2021 12:09 /Seq:7 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

ANNEXURE A (cont'd)

Property Address: 843 NEW CANTERBURY ROAD, DULWICH HILL.
Lot No,: A DP: 320960

GJS GROUP PTY LTD (ACN: 626 972 790)

GEORGE SARKIS
Sole Director/Secretary

DANIEL REMAILI
NAME OF WITNESSS

.....

.....

106A DERBY ST, SILVERWATER NSW, 2128
ADDRESS

Signature of Witness

SIGNED SEALED AND DELIVERED for and on behalf of ST.GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 registration No. 332 Book 4299 in the

By executing this document the attorney states that they have received no notice of revocation of the power of attorney

Presence of:

Witness (signature)

KAPINJAL PANDYA
Name of Witness (Print)
L3, 25 RESTWELL ST
BANKSTOWN NSW

ATTORNEY
Name: DIPINSAIN
Tier: 3
Date: 17/8/2021

Electronic signature of me Kerry Hunt affixed by me on 17/11/2021

Req:R965748 /Doc:DP 1030536 B /Rev:03-Jul-2001 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

DP1030536

Lot 1 in DP 912

PART 1

Full name and address of the registered proprietors of the land:	Aldon Design & Construction Pty Limited 5 Kingston Street Haberfield 2045
1. Identity of easement firstly referred to in abovementioned plan:-	Easement to drain water 1.5 wide.

Schedule of lots affected etc.

Lot burdened	Lots benefited
101	1 and 2 DP 227760 (F.I. 1/227760 and 2/227760) A DP 320960 (F.I. A/320960) 6 DP 4081 (F.I. 6/4081) A and B DP 338550 (F.I. A/338550 and B/338550)

PART 2

The Common Seal of ALDON DESIGN & CONSTRUCTION PTY LIMITED was hereunto affixed by resolution of the directors in the presence of:

Secretary

Common
ALDON DESIGN & CONSTRUCTION PTY. LIMITED
A.C.N. 001 105 675
Seal

Director

WESTPAC BANKING CORPORATION
ARBN 007 457 141
BY ITS ATTORNEY ALEX OMRAN
UNDER POWER OF ATTORNEY NO. 831 BOOK 4059

SENIOR RELATIONSHIP MANAGER
PROPERTY FINANCE NSW 6 JUNE 2001

CAROL PAYNE, LEVEL 10, 60 CARRINGTON STREET SYDNEY 2000.

LLH-winword\88b\56094-24.8.2000

REGISTERED 29.6.2001

Req:R965749 /Doc:DL AJ046576 /Rev:19-Feb-2015 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Form: 01TG
Release: 3·1

TRANSFER
GRANTING EASEMEN

New South Wales
Real Property Act 1900

AJ46576H

Authorised to Amend Regn Uong 12/2/15

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**

Servient Tenement	Dominant Tenement
FOLIO IDENTIFIER : 21/854228	FOLIO IDENTIFIER : ~~101/1030536~~. A/320960

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
312D	Lawagents 123202Y Reference: Milena - Strbac	TG

(C) **TRANSFEROR**

EMILE SAAD PTY LIMITED A.C.N. 002 627 241

(D) The transferor acknowledges receipt of the consideration of $ NIL

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement to drain water ~~through the existing line of pipes~~ situated within the easement to drain water created on the registration of DP854228

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

SPASE STRBAC and JELENA STRBAC

Amended to Regn Uong 12/2/15

DATE 12 - 11 - 2014

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: EMILE SAAD PTY LIMITED
Authority: SECTION 127 OF THE CORPORATIONS ACT 2001

Signature of authorised person:
Name of authorised person: HACERY SAAD
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: JOSEPH SAAD
Office held: DIRECTOR

RELODGED
13 FEB 2015
TIME: 11.50

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:
Signatory's name: MILENA MIJATOVICH
Signatory's capacity: solicitor

* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

CT 21/854228 Prod 9430 NSLS 4/4/14 TG

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

Common
ALDON DESIGN & CONSTRUCTION PTY. LIMITED
A.C.N. 001 105 875
Seal

WESTPAC BANKING CORPORATION ABN 007 457 141
BY ITS ATTORNEY ALEX DONKAN
UNDER POWER OF ATTORNEY NO 831 BOOK 4059

SENIOR RELATIONSHIP MANAGER
PROPERTY FINANCE NSW 6 JUNE 2001

CAROL PAYNE
LEVEL 10, 60 MARKET STREET SYDNEY 2000

Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

.....set out herein
(Insert 'subdivision' or 'new road'

†Authorised Person/General Manager/Accredited Certifier

Consent Authority:.....

Date of endorsement:.....

Accreditation No.:.....

Subdivision Certificate No.:.....

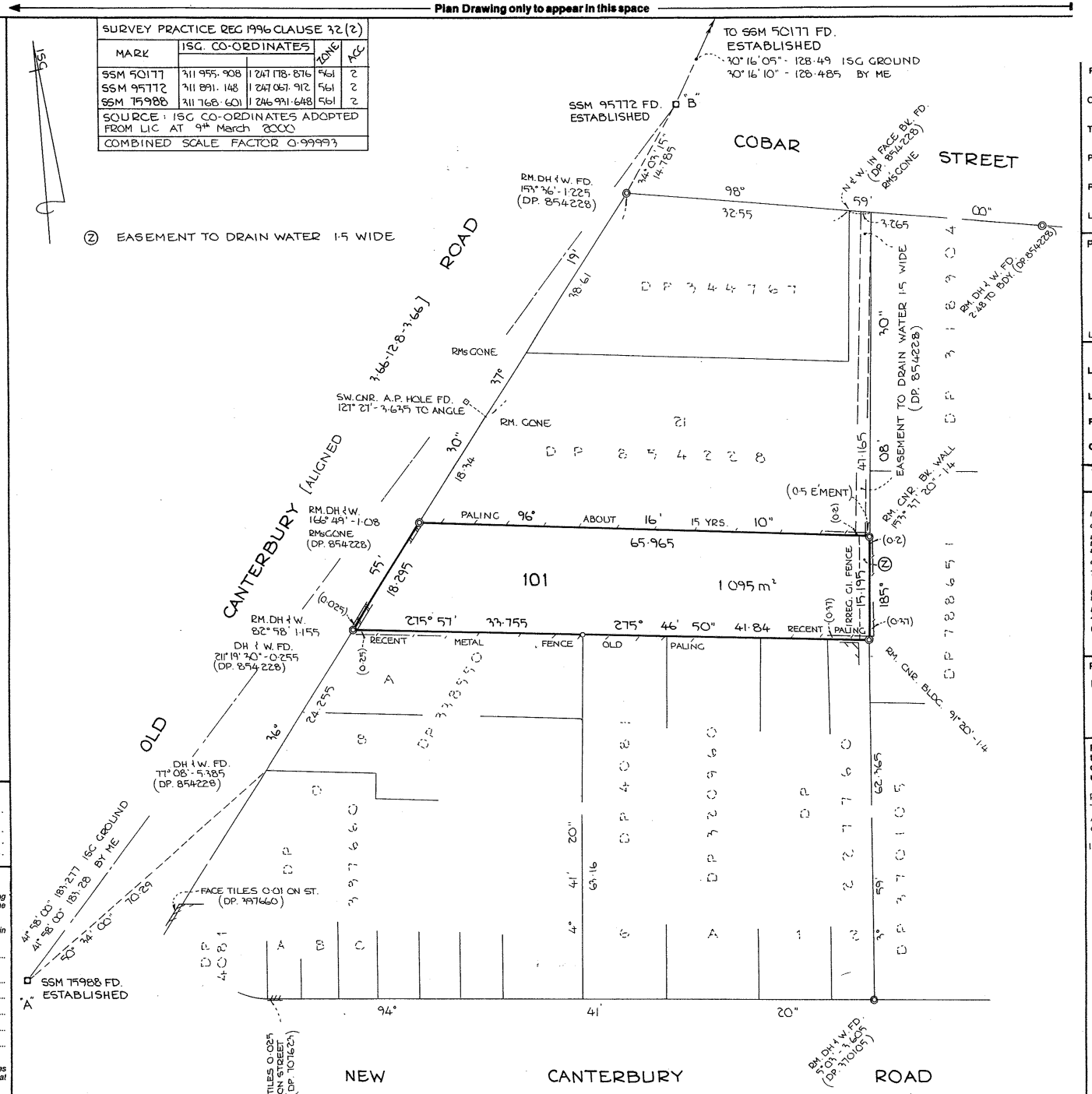
File No.:.....

Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

†Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 56094/Checklist

SURVEY PRACTICE REG 1996 CLAUSE 32(2)				
MARK	ISG. CO-ORDINATES		ZONE	ACC
SSM 50177	311 955·908	1 247 178·876	561	2
SSM 95772	311 891·148	1 247 067·912	561	2
SSM 75988	311 768·601	1 246 991·648	561	2
SOURCE: ISG CO-ORDINATES ADOPTED FROM LIC AT 9th March 2000				
COMBINED SCALE FACTOR 0·99993				



DP1030536

Registered: 29.6.2001

C.A:

Title System: TORRENS

Purpose: REDEFINITION

Ref. Map: PETERSHAM SHT 13

Last Plan: D.P. 912

PLAN OF LOT 1 IN DP. 912

Lengths are in metres. Reduction Ratio 1:400

LGA MARRICKVILLE

Locality: DULWICH HILL

Parish: PETERSHAM

County: CUMBERLAND

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

Surveyors (Practice) Regulation 1996

I, IAN J. LACKENBY
of LEAN LACKENBY & HAYWARD L'POOL
249 NORTHUMBERLAND ST LIVERPOOL 2170
a surveyor registered under the Surveyors Act, 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 29th May 2000

The survey relates to lot 101 only
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Datum Line: "A" ~ "B"
Zone: Suburban Survey
(Signature) .....
Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/compilation.

DPs 912, 854228, 398550, 4081, 997660, 707623, 227760, 788651, 820960 370105

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1·5 WIDE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R965747 /Doc:DP 1030536 P /Rev:03-Jul-2001 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Req:R965746 /Doc:DL B691536 /Rev:13-May-2010 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:1 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

(REAL PROPERTY ACT, 1900.)

B691536U

B691536

IUL 16 2 56 1928

I, EDWIN TYLER of Homebush, Public School Master (now retired)

(herein called transferror)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE THOUSAND FOUR HUNDRED AND THIRTY TWO POUNDS FOURTEEN SHILLINGS (£1432.14.0) the receipt whereof is hereby acknowledged) paid to me by

MORGAN EDWARD THOMAS of Cremorne near Sydney, Retired Company Secretary

(herein called transferree)

do hereby transfer to the said transferree[b]

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Petersham (M. P.) 20960	Part being the whole of Lot 7 and part of Lot 8 as shown on D.P. No.4081 and being the land marked "A" as shown on the plan annexed hereto and marked with the letter "Z".	1490	101

And the transferree covenants with the transferror[d] that during such time as the house the property of the Transferror and known as "Silverhill" at present erected on the land of the Transferror and adjoining the land the subject of the within transfer shall continue to be in existence and occupied he the transferree will not on the land marked brown on the said plan hereunto annexed and marked with the letter "Z" and which land is nearest to the Transferror's said house "Silverhill" erect or permit to be erected any building whatsoever but it is hereby agreed between the Transferror and the Transferree that upon the said house now called "Silverhill" being demolished or being unoccupied for a period of twelve consecutive months this covenant shall be deemed to be at an end and immediately cease to be binding on the Transferree and the land the subject of this Transfer IT IS HEREBY FURTHER AGREED AND DECLARED that the lan which is subject to the burden of this covenant is the land hereby transferred and that the land which is to have the benefit of this covenant is the balance of the land in Certificate of Title Volume 1490 Folio 101 and that this covenant shall be deemed to be at an end and cease to be binding immediately upon the said house "Silverhill" being demolished or being unoccupied for a period of twelve consecutive ~~ENCUMBRANCES &C., REFERRED TO:~~ months and further this covenant may be varied or released by the Transferror his executors administrators or assigns.

ENCUMBRANCES &C., REFERRED TO:

Nil

Signed at Gulgong Hill the 29th day of June 1928.

Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

Transferror

[e]Signed

PLAN REFERRED TO IN BOOK 320960

†Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferree

WHO IS PERSONALLY KNOWN TO ME

Transferree.

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

hust not be disclosed in ufer)

ss estate, strike out " in *ple*," and interline the ed alteration.

wo or more, state er as joint tenants or ts in common.

the references cannot nveniently inserted, a of annexure (obtainable T.O.) may be added. nnexure must be signed ie parties and their sig- es witnessed. references will suffice if hole land in the grant or icate be transferred. rt only add " and being sec. D.P. " or ng the land shown in lan annexed hereto," or ng the residue of the in certificate (or grant) tered Vol. Fol. "

re the consent of the council is required to ubdivision the certificate plan mentioned in .G. Act, 1919, should mpany the transfer.

e out if unnecessary. nants should comply Section 89 of the eyancing Act, 1919. also should be set forth ight-of-way or easement ception. provision in addition to odification of the nants implied by the nay also be inserted.

ry short note will suffice.

xecuted within the State Instrument should be ed or acknowledged before Registrar-General, or uty Registrar-General, or otary Public, a J.P., or mmissioner for Affidavits, whom the Transferror is wn, otherwise the attest- witness must appear re one of the above func- naries to make a declara- in the annexed form. o instruments executed where, see page 2.

eat attestation if ssary.

he Transferror or Trans- ee signs by a mark, the station must state " that instrument was read over explained to him, and t he appeared fully to erstand the same."

Req:R965746 /Doc:DL B691536 /Rev:13-May-2010 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:2 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Solicitors
18/20 Martin Pl
Sydney.

CONSENT OF MORTGAGEE.

I, ... mortgagee under Mortgage No. ..... release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at ..... this ..... day of ..... 192 .
Signed in my presence by .....
who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. ..... Miscellaneous Register under the authority of which he has just executed the within transfer.[j]

Signed at ..... the ..... day of ..... 192 .

Signed at the place and on the date above-mentioned, in the presence of— .....

i. This form is no appropriate in delegation und Trustees Deleg Powers Act, 19 the Execution (War Facilities 1917.

j Strike out unn words. Add a matter necessa show that the effective.

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

Appeared before me at ....., the ..... day of ....., one thousand nine hundred and twenty ..... the attesting witness to this instrument, and declared that he personally knew ..... the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said ..... is ..... own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k May be made b either Registra General, Depu Registrar-Gene Notary Public, Commissioner Affidavits. Not required i instrument itse made or ackno before one of t parties.

E.J.L

MEMORANDUM OF TRANSFER of

~~Acres~~ ..... ~~Roods~~ 33 perches.
Lot A in plan annexed hereto being lot 7 and pt of lot 8 D.P. 4081
~~Shire~~ Municipality ..... Petersham
Parish Petersham County .....
(subject to covenant)
Morgan Edward Thomas ..... Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Rep'd Propr., M't'gor, etc

Particulars entered in Register Book, Vol. 1490 Fol. 101.

the 9th day of August 1928,
at ~~minutes~~ 4 o'clock in the after noon.

Registrar General.

B 691536

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...		
Received from Records		30/7
Draft written ...	206	1/8
Draft examined ...		8/8
Diagram prepared ...		7/8/28
Diagram examined ...		7.8.28
Draft forwarded ...		
Supt. of Engrossers	13 AUG 1928	
Cancellation Clerk ...		
VOL. 4179 FOL. 9		
Diagram Fees		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of an municipal or local government corporation of such part, or the Governor, Government Residen or Chief Secretary of such part or such other person as the Chief Justice of New South Wale may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporatio or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a Britis Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legatio Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who shoul affix his seal of office, or the attesting witness may make a declaration of the due executio thereof before one of such persons (who should sign and affix his seal to such declaration), or suc other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 fo each additional certificate included in the Transfer, and £1 for every new Certificate of Title issue unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additiona fees, however, may be necessary in cases involving more than a simple diagram or more tha six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificat may remain in the Office, or the Transferor may take out a new Certificate for the residue.

M 149 St4051

Req:R965746 /Doc:DL B691536 /Rev:13-May-2010 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:1
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

PLAN

Showing proposed subdivision at

HURLSTONE PARK

Municipality of Petersham

Scale : 30 ft. to 1 inch



} Land coloured Brown not to be built upon during life of Cottage "Silver Hill"

[illegible] WEST
SURVEYORS
[illegible] BREACH ST., [illegible]
T[illegible] B 1276 AND AT [illegible]

Req:R965746 /Doc:DL B691536 /Rev:13-May-2010 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:4 o
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Phones:
Town Clerk ... Petersham 68
Engineer, Health and Building Inspector ... Petersham 2429

MUNICIPALITY OF PETERSHAM INCORPORATED 1871

Town Hall,

Petersham 20th June 1928.

TOWN CLERK'S CERTIFICATE TO SUBDIVIDE.

Local Government Act 1919 - Sec. 327 (2) (b)

Certificate No. 8

Owner;- Mr G. Tyler of Petersham.

Applicant;- Messrs P. W.,Rygate & West, 11c Castlereagh Street SYDNEY.

Subdivision;- Land situated in the Municipality of Petersham, Parish of Petersham, County of Cumberland, being lots 7 & 8 of Section D.P. 4081. having a frontage of 100 feet to New Canterbury Road. as set out on the accompanying plan bearing the Council's stamp of approval.

To be subdivided into 2 lots of the dimensions as shown on the plan covered by this Certificate.

I hereby certify that the requirements of the Local Government Act 1919 (other than the requirements for the registration of plans) have been complied with by the above named applicant in relation to the proposed subdivision above described and more particularly set out on the accompanying plan bearing the Council's stamp of approval and marked "Covered by Town Clerk's Certificate" No. 8 Dated 20th. June 1928.

Town Clerk.

Req:R965746 /Doc:DL B691536 /Rev:13-May-2010 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 12:09 /Seq:5 o:
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

B691536

NSW GOVERNMENT | NSW legislation

Strata Schemes Management Regulation 2016

Current version for 25 August 2021 to date (accessed 24 November 2021 at 15:26)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note—

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

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

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation—

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

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

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

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

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must—

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

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

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

4 Obstruction of common property

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

5 Keeping of animals

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

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

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

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

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

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

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

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

9 Smoke penetration

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

Option B

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

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

12 Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

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

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

14 Hanging out of washing

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

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law—

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

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

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

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

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

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

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

18 Compliance with planning and other requirements

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

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

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 854228

SIGNATURE AND SEALS ONLY.

Registered: 13·11·1995

C.A:

Title System: TORRENS

Purpose: CONSOLIDATION

Ref. Map: PETERSHAM SH.13

Last Plan: DP 912, DP 180869

PLAN OF CONSOLIDATION OF LOT B, D.P. 180869 & LOT 2, D.P. 912.

Lengths are in metres. Reduction Ratio 1: 400

LGA: MARRICKVILLE

Locality: DULWICH HILL

Parish: PETERSHAM

County: CUMBERLAND

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

I, ROBERT GORDON HARRISON of HARRISON, FRIEDMANN & ASSOC. P/L, P.O. BOX 44 JANNALI NSW 2226

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 26TH Oct 1995

(Signature) Surveyor registered under the Surveyors Act 1929

Datum Line of Azimuth 'X' - 'Y'

Plans used in preparation of survey/compilation
DP 912, DP 17772, DP 17945, DP 39381, DP 180869, DP 202279, DP 338550, DP 397660, DP 344767, DP 707623, ALIG'T 47·2140.

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88 B OF THE CONVEYANCING ACT, 1919 & AS SET OUT IN THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 1·5 WIDE.

Crown Lands Office Approval

APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council's Certificate

I certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of † Part 3 Division 2 of the Water Board Act 1987, or † Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991,

have been complied with by the applicant in relation to the proposed .....

† "new road", "subdivision" or "consolidated lot") set out herein

Division No. .....

.....

(Signature) .....

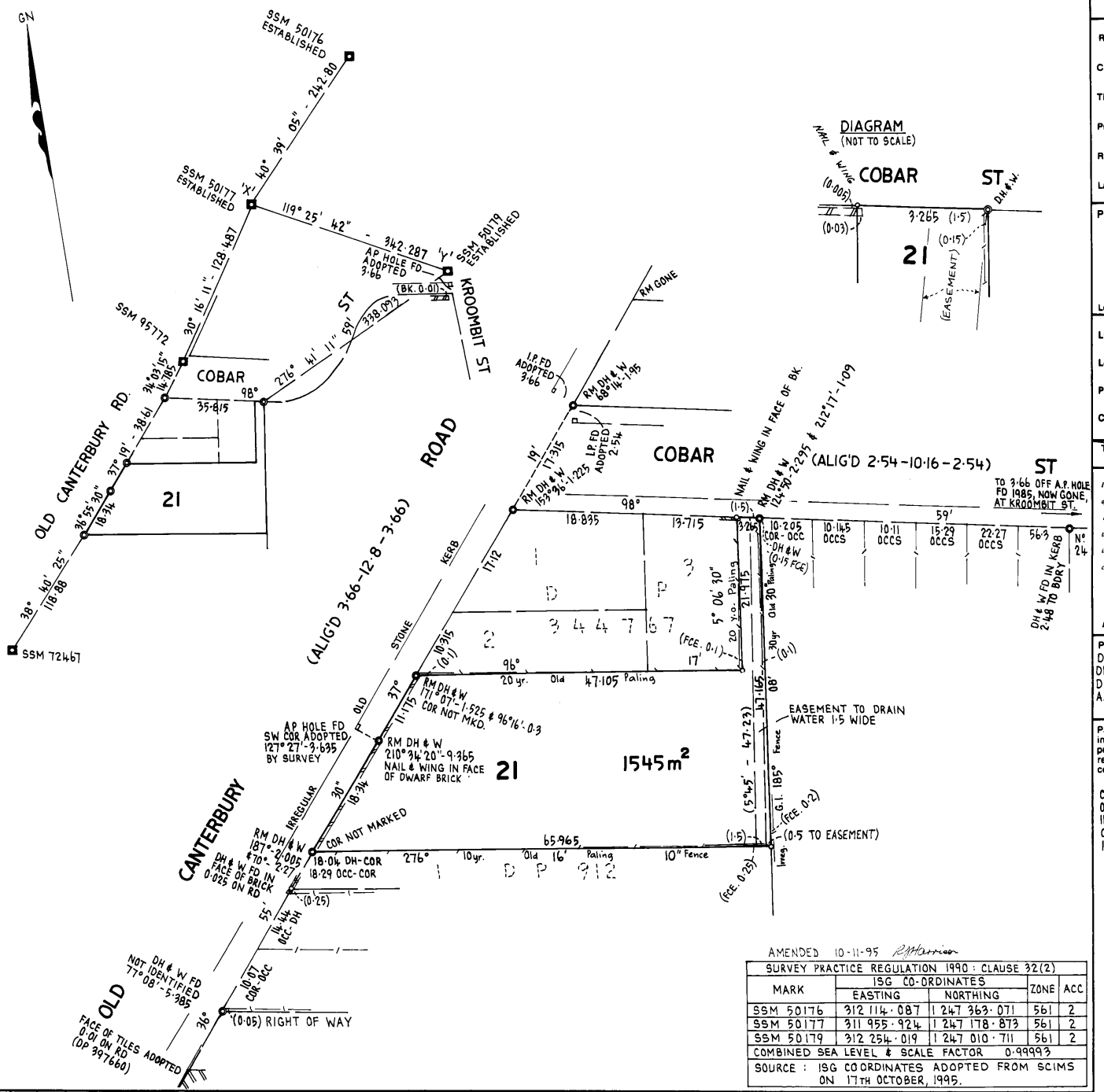
General Manager/Authorised Person

Council File No. .....

† part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

† delete if inapplicable

SURVEYOR'S REFERENCE: 14092 OLDCANT (CHECKLIST) REPORT



SURVEY PRACTICE REGULATION 1990 : CLAUSE 32(2)				
MARK	ISG CO-ORDINATES EASTING	NORTHING	ZONE	ACC
SSM 50176	312 114·087	1 247 363·071	56	2
SSM 50177	311 955·924	1 247 178·873	56	2
SSM 50179	312 254·019	1 247 010·711	56	2
COMBINED SEA LEVEL & SCALE FACTOR 0·99993				
SOURCE : ISG CO-ORDINATES ADOPTED FROM SCIMS ON 17TH OCTOBER, 1995.				

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R788262 /Doc:DP 0854228 P /Rev:14-Nov-1995 /NSW LRS /Pgs:ALL /Prt:13-Oct-2020 10:46 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /Ref:98306

Req:R955306 /Doc:DP 0854228 B /Rev:14-Nov-1995 /Sts:OK.OK /Prt:20-Jul-2015 17:25 /Pgs:ALL /Seq:1 of 1
Ref:2015252 /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

PART 1

DP 854228

Consolidation of Lot B DP 180869 and Lot 2 in DP 912

Full name and address of proprietor of the land.	Emile Saad Pty Ltd ACN 002 627 241 4 Tiptree Avenue, STRATHFIELD 2135
1. Identity of easement or restriction firstly referred to in abovementioned plan.	Easement to drain water 1.5 wide

Schedule of lots etc. affected

Lots burdened	Lots name of road or authority benefited.
21	Lot 1 DP 912

The COMMON SEAL of EMILE SAAD PTY LTD was hereunto affixed by authority of the Board in the presence of:

Common Seal
EMILE SAAD PTY. LTD.
A.C.N. 002 627 241

E. Saad
Director

N Saad
Secretary

REGISTERED 13.11.1995

KINGSTON KNIGHT

Ref no: 16262L7

March 13th, 2020

The General Manager
Inner West Council
PO Box 14
Petersham NSW 2049

Attention: Planning Department

Dear Sir/Madam,

RE: Occupation Certificate – Final
DA No.: 201600564
843 New Canterbury Road, Dulwich Hill NSW 2203
Lot A; DP 320960

Please find attached a copy of the Occupation Certificate - Interim (Certificate No.16262-07) for the proposed development that has been granted by the Accredited Certifier, Mr. Maurice Freixas.

The certificate relates to the above development consent 'Demolition of existing improvements and construct a mixed use development containing 1x5 storey building fronting New Canterbury Rd and 1x4 storey building towards the rear of the site comprising a total of 1 commercial tenancy and 20 dwellings with basement car parking'.

Attached is a 'Change of PCA form'.

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

If you have any queries regarding the above, please do not hesitate to contact the undersigned on 9460 2888 during business hours, or email (admin@kknight.com.au).

Thanking you.
KINGSTON KNIGHT PTY LTD

Taresa Cooper
Office Manager

Cc: GJS Property Pty Ltd

Level 3, 619 Pacific Highway, St Leonards
PO BOX 359, St Leonards NSW 2065
Tel: +61 2 9460 2888
Email: admin@kknight.com.au
Kingston Knight ACN: 154 217 884

www.kknight.com.au

KINGSTON KNIGHT

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979 Sections 109C (1) (c) and 109H

Certificate No.:	16262-07
Subject Land: **Lot & DP:**	843 New Canterbury Road, Dulwich Hill NSW 2203 Lot A; DP 320960
Applicant: **Address:** **Contact:**	GJS Property Pty Ltd 106A Derby Street, Silverwater NSW 2128 0405 245 492; info@cordellconstructions.com.au
Owner:	GJS Property Pty Ltd
Type of Certificate:	Final
Determination:	Approved
Attachments:	☐ Other documentation relied upon ☐ Final Fire Safety Certificate ☐ Fire Safety Schedule
Whole/Part of Building Works: **Description of part (if applicable):** **BCA Classification:**	Whole Class 2, 6 & 7a
DA No.: **Determination Date:**	201600564 23/02/2018
Consent Authority:	Inner West Council
Construction Certificate No's.: **Determination Date:**	16262-01, 16262-02, 16262-03, 16262-04, 16262-05 18/07/2019, 31/08/2018, 05/04/2019, 11/09/2019, 02/10/2019
Accreditation Level: **Registration No.:** **Accreditation Body:**	A1 – Accredited Certifier – Building Surveyor Grade 1. BPB2515 Building Professionals Board

I certify that:

- The health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- A current development consent or complying development certificate is in force for the building, and
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specification for the building, and
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- a fire safety certificate has been issued for the building, and
- a report from the Fire Commissioner has been considered (if required).

Signed:

Determination Date: 13/03/2020

Maurice Freixas
Accredited Certifier

Level 3, 619 Pacific Highway, St Leonards
PO BOX 359, St Leonards NSW 2065
Tel: +61 2 9460 2888
Email: admin@kknight.com.au
Kingston Knight ACN: 154 217 804

www.kknight.com.au

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/4367

Fee: $62.00

Certificate Date: 12/10/2026

Applicant	Owner (as recorded by Council)
M D Di Re Solicitor & Attorney 4/12 Nelson Street Fairfield NSW 2165 ONORINA@MDDIRE.COM.AU	B J Montgomery & I M Rose

Subject property address (if applicable)	Legal description
U 201/843 New Canterbury Road DULWICH HILL NSW 2203	Lot 9 SP 103749

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

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

1. Names of relevant planning instruments and Development Control Plans

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

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

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Marrickville Development Control Plan 2011

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

NONE APPLICABLE

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

- Draft Inner West Development Control Plan

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

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone E1 Local Centre

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Hotel or motel accommodation; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

4 Prohibited

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

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

Do any additional permitted uses apply to the land?

YES

See Inner West LEP Additional Uses Map for further information.

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

NO

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

NO

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

NO

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

NO

3. Contributions plans

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

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

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

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

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

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

Pattern Book Development Code

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

Greenfield Housing Code

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

Inland Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

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

Can exempt development be carried out on the land?

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

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

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

6. Affected building notices and building product rectification orders

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

NO

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

NO

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

NO

7. Land reserved for acquisition

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

NO

8. Road widening and road realignment

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

NO

9. Flood related development controls

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

NO

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

NO

In this section—

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

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

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

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

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

11. Bush fire prone land

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

NO

12. Loose-fill asbestos insulation

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

NO

13. Mine subsidence

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

NO

14. Paper subdivision information

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

NO

15. Property vegetation plans

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

NO

16. Biodiversity stewardship sites

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

NO

17. Biodiversity certified land

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

NO

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

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

NO

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

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

NO

20. Western Sydney Aerotropolis

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

NO

21. Development consent conditions for seniors housing

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

NO

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

NO

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

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

   NO

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

   NO

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

   NO

23. Water or sewerage services

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

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

24. Special Entertainment Precincts

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

NO

25. Interim development in future infrastructure corridors

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

NO

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

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

Is the land:

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

NO

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

NO

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

NO

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

NO

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

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.

Awnings - structure or work in or over a public road

Council advises there is a structure or work in or over the public road adjoining the Property, the benefit of which resides with the person in control of the Property. Under section 142 of the *Roads Act 1993*, the structure or work is to be maintained in a satisfactory state of repair. Council encourages the person with control of the structure or work to obtain regular certification of its state of repair by a suitably qualified engineer.

Note: A structure or work may include a traditional shop awning, posted balconies, or cantilevered awnings or balconies.

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.

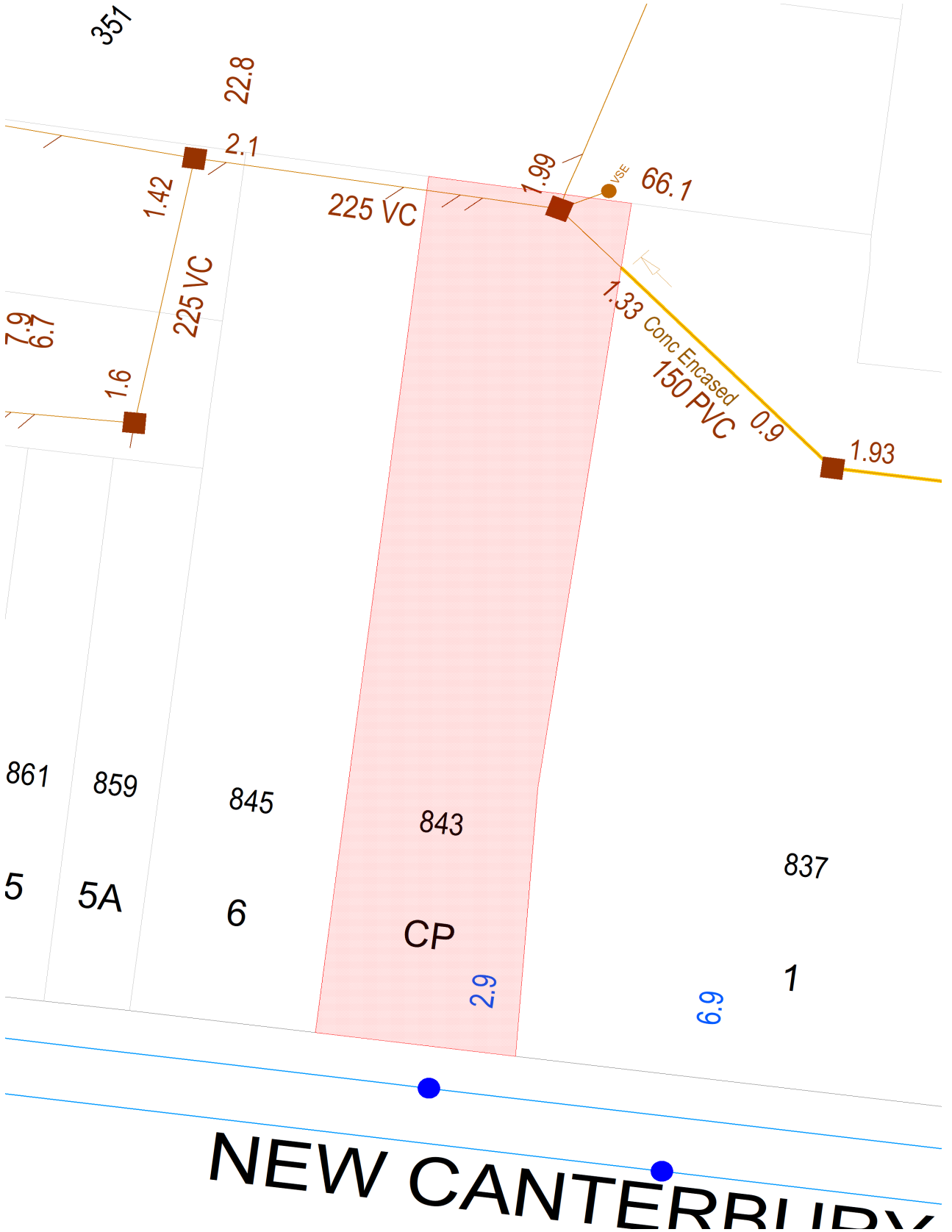
Please contact Council's Strategic Planning section for further information about this Planning Certificate.



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Service Location Print

Application Number: 8005597053



Document generated at 07-10-2026 12:41:08 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

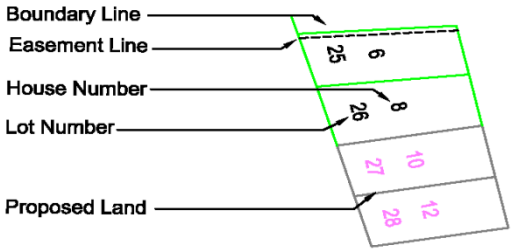
Vacuum Sewer

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.

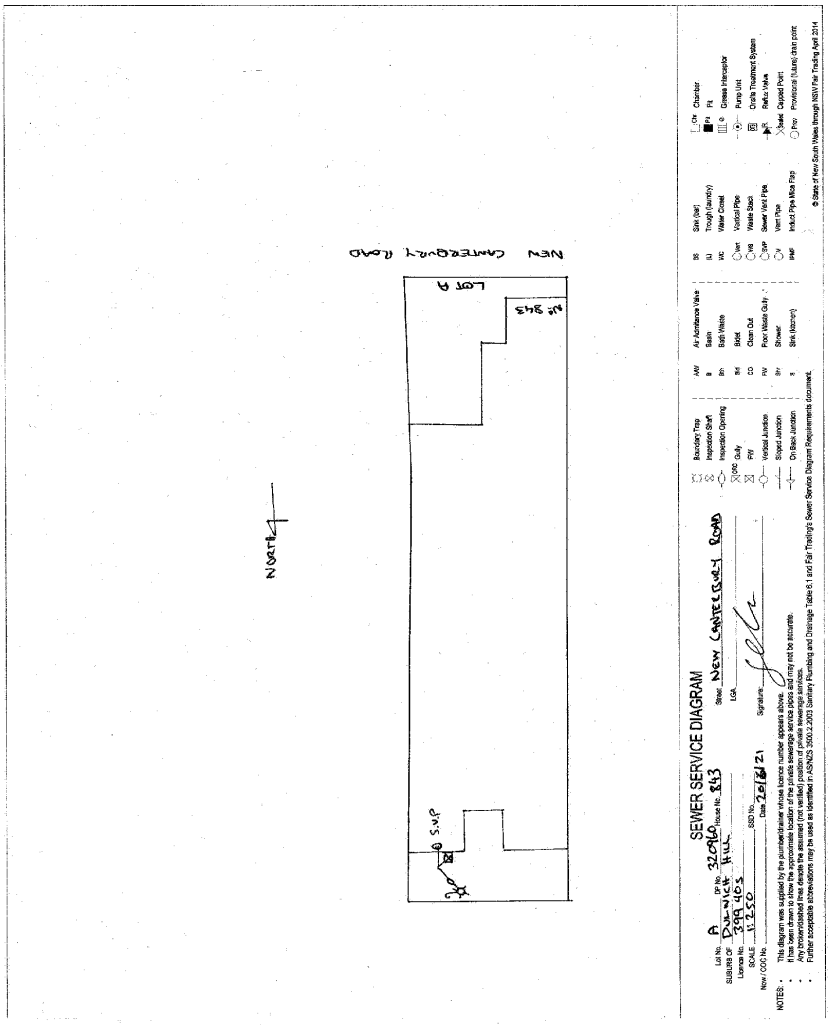
For general enquiries please call the Customer Contact Centre on 132 092

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: 8005597054



Document generated at 07-10-2026 12:41:13 PM

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**.

Australian Government
Australian Taxation Office

MISS INDIA M ROSE
C/- ONORINA DI RE
4/12 NELSON STREET
FAIRFIELD NSW 2165

Our reference: 7172875998461
Phone: **13 28 66**

29 July 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello INDIA,

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

Notice number	2411242876912
Vendor name	INDIA MAY ROSE
Clearance Certificate Period	29 July 2026 to 29 July 2027

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

Yours sincerely,
Ben Kelly
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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

Australian Government
Australian Taxation Office

MR BRENT J MONTGOMERY
C/- ONORINA DI RE
4/12 NELSON STREET
FAIRFIELD NSW 2165

Our reference: 7172876018384
Phone: **13 28 66**

29 July 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello BRENT,

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

Notice number	2411242878596
Vendor name	BRENT JOHN MONTGOMERY
Clearance Certificate Period	29 July 2026 to 29 July 2027

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

Yours sincerely,
Ben Kelly
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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