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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King Street, Newtown, NSW 2042	**phone**: 0403 938 997 **email**: norman@adrianwilliam.com.au **ref**: Norman Tran
co-agent		
vendor	Steven David Rezkalla and Rebecca Ruth Malek	
vendor's solicitor	Paul Marsh & Associates PO Box 422, Strathfield NSW 2135	**phone**: (02) 9715 6500 **email**: office@paulmarsh.com.au **ref**: 262412
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	17/162 Croydon Ave, Croydon Park, NSW 2133 LOT 17 STRATA PLAN SP4624 Folio Identifier 17/SP4624	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

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

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	PURCHASER
Signed by Steven David Rezkalla _____ Vendor Rebecca Ruth Malek _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

Strata Lifestyle
Strata Lifestyle Pty Ltd, PO Box 194, Five Dock NSW 2046
lola@stratalifestyle.com
0414 491 718

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

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

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

30 Manual transaction

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

• Transfer

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

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

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

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

• Place for completion

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

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

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

• Payments on completion

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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SPECIAL CONDITIONS

1. Discrepancies

1.1. In the event of any discrepancy between these special conditions and the printed form of this contract, these special conditions will prevail.

2. Amendments to Contract

2.1. The terms of the printed form of this contract are amended as follows:

2.1.1. Delete clause 7.1.1.
2.1.2. Amend clauses 23.13 and 23.14 by deleting the word '7 days' replacing it with '3 days'.

3. Claims by Purchaser

3.1. Notwithstanding provisions of clause 7 of printed contract, with parties expressly agreeing that a claim for compensation shall be deemed to be an objection or requisition for the purposed of clause 8 of printed contract.

4. Unauthorised access to the property

4.1. Apart from the authority given by the vendor to the purchaser in clause 12 of the contract, the purchaser must not without the vendor's written authority do any of the following:

4.1.1. enter the property.
4.1.2. occupy the property.
4.1.3. take possession of the property.
4.1.4. carry out any work to or on the property.

4.2. If the purchaser without the vendor's written permission does any of those things referred to in special condition 4.1.1 to 4.1.4 (inclusive) at any time between the date of this contract and it's completion, the purchaser must pay the vendor on completion a fee calculate at the rate of ten per centum (10%) per annum on the balance of the purchase money from the date of the contract to the date of completion:

4.2.1. The purchaser agrees that the vendor's obligation to complete the contract is interdependent on the purchaser's payment to the vendor of this fee on completion.

4.3. If interest is payable under special condition 10 of this contract, the fee payable under this special condition will only be paid up until the date of completion nominated in this contract.

5. Condition of the property

5.1. The purchaser accepts the property in its current condition as at the contract date and cannot make a claim (whether for compensation or not), objection, requisition, delay completion, or rescind or terminate this contract in respect of:

5.1.1. The state of repair or condition of the property and all inclusions.
5.1.2. Any existing infestation, dilapidation, and decay
5.1.3. All defects latent and patent.
5.1.4. The form of or lack of water, sewerage, drainage and plumbing services and connections.
5.1.5. Any encroachment by or upon the property
5.1.6. Any latent or patent contamination affecting or emanating from the property and any environmental liability affecting the property at any time.
5.1.7. The presence in or on the property of asbestos or other hazardous substances
5.1.8. The form of or lack of access to the property; and
5.1.9. Any non-compliance with the Swimming Pools Act 1992, Local government Act 1993 or any associated ordinance pursuant to that Act in respect of any building on the land.

6. Additional rights of vendor to rescind.

6.1. The vendor can by notice in writing rescind this contract if:

6.1.1. The purchaser (or where there is more than one purchaser, any one of them) prior to completion dies, becomes mentally ill or is declared bankrupt or.
6.1.2. The purchaser being a company, resolves to go into liquidation, enter any scheme or arrangement with creditors, be the subject of a petition for winding up or the appointment of a receiver, liquidation, or official manager.

6.2. The provisions of clause 19 will apply to these additional rights of the vendor to rescind.

7. Purchaser's warranties

7.1. The purchaser acknowledges and warrants that:

7.1.1. It does not rely on any letters, documents, correspondence, or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties, and arrangements set out in this contract.
7.1.2. It has made its own enquiries in respect of the property.
7.1.3. It does not rely on any representation of the vendor, the vendor's agent, the vendor's solicitor, or anyone on their behalf; and
7.1.4. This contract comprises the whole agreement between the parties in respect of the property or its purchase.

8. No representation

8.1. The vendor makes no representation or warranty about:

8.1.1. The condition and state of repair, including the structural condition, of the property and the inclusions.
8.1.2. The used of the property or the suitability of the property for the purchaser's future use.
8.1.3. The potential for future development of the property; and/or
8.1.4. The value of the property

8.2. The purchaser relies solely on its own enquiries' inspection and examination in respect of the above.

8.3. The purchaser acknowledges that it has had the opportunity to undertake due diligence in relation to the property including, without limitation, the matters referred to in this contract and any other matter which a prudent purchaser would investigate prior to purchasing this property.

9. Notice to complete.

9.1. If a notice to complete (notice) is served, it is agreed by the vendor or purchaser (s) that:

9.1.1. The notice will not give less than 14 days after the day immediately following the day on which the Notice is received by the recipient of the notice.
9.1.2. The Notice may specify an hour of the day at or before which time settlement is to take place.
9.1.3. The notice will make time for completion essential
9.1.4. The notice is deemed reasonable and sufficient to render the time for completion essential; and
9.1.5. Should the vendor serve a Notice the purchaser will be liable for a fee of $300.00 plus GST, payable on completion.

10. Interest on balance of purchase money

10.1. If the purchaser (s) does not complete this purchase by the completion date, without default by the vendor:

10.1.1. The purchaser(s) must pay to the vendor completion an amount calculated, as 10% per annum interest on the balance of the purchase money.

10.1.2. This interest will be calculated at a daily rate from the day immediately after the completion date to the day when the sale is completed; and

10.1.3. This in is payable in addition to the balance of the purchase money and in aaddition to any fee payable under special condition 3 of this contract.

10.2. It is agreed that the amount payable under this special condition is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

11. Agent

11.1. The purchaser warrants to the vendor that it was not introduced that to the vendor or the property directly or indirectly by any real estate agent or other person who may be entitled to claim commission from the vendor because of this sale other than the vendors agent, if any, referred to in this contract.

11.2. The purchase indemnifies the vendor in respect of any claim which the vendor may incur or became liable for as a result of a breach by the purchaser of the warranty in this clause.

12. Guarantee and indemnity if the Purchaser is a Company

12.1. If the purchaser of the property is a company, the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract:

12.1.1. Jointly and separately guarantee all obligations of the purchaser under this ccontract including the payment of the purchase price; and

12.1.2. Jointly and separately indemnify the vendor in respect of any default of the pppurchaser under this contract.

12.2. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this contract between the vendor and the purchaser.

13. Requisitions on title

13.1. Notwithstanding anything to the contrary contained in this contract or implied at common law, the purchaser acknowledges that:

13.1.1. The purchaser's rights to raise requisitions on title in respect of this contract and tthe property the subject of this contract will be limited to raising requisitions in the form annexed to this Contract; and

13.1.2. The purchaser will have no right or entitlement to raise any further or other rrequisitions on title other than those in form annexed to this contract.

14. Deposit by Instalments

14.1. If agreed by the vendor in writing and notwithstanding clause 2.2 of the printed form of the contract, the purchaser will pay the total deposit being 10% of the purchase price as specified in on the front page of the contract in the amounts and upon the dates as follow:

14.1.1. 5% of the purchase price – upon the date of this contract, and

14.1.2. The balance of the 10% deposit upon the first to occur of:

(i) Completion of this contract, and
(ii) The date upon which the vendor terminates this contract due to default by the purchaser.

14.2. Notwithstanding clause 2.2, the purchaser will pay the instalment of the deposit payable by completion. As provided for in clause 2.3, time is essential in the due payment of this instalment of the deposit.

14.3. The purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and, in particular, from the Agent or any representative of the vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the purchaser's obligations pursuant to this contract.

15. Building certificate and Survey

15.1. The purchaser acknowledges that in respect of this property:

15.1.1. The vendor does not have a survey report, or a building certificate issued under tthe Environmental Planning and Assessment Act 1979 (Building Certificate),

15.1.2. The vendor does not authorise the purchaser to have the property inspected to obtain a Building Certificate.

15.1.3. The vendor is not required to a local authority for a building certificate.

15.1.4. The purchaser must not raise any requisition, objection, claim for compensation, ddelay completion, or rescind or terminate this contract because there is no survey or Building certificate available for the property.

16. Sewerage service and sewer location diagrams

16.1. If sewerage service and sewer location diagrams are attached to this contract, the purchaser must not make any objection, requisition, or claim for compensation in respect of anything referred to or disclosed in the diagrams or due to lack of accuracy or completeness of the diagrams.

17. Release of the Deposit

17.1. Notwithstanding any other provision in this Contract, in the event that the Vendor, either solely or with other person/s, prior to settlement requires a release of the deposit paid herein for any of the following reasons:

17.1.1. to pay the deposit for the purchase or lease of another property in Australia; OR

17.1.2. to pay the stamp duty in relation to the purchase of another property;

then the Purchaser herein agrees to release so much of the deposit as is required by the Vendor on the request of the Solicitor for the Vendor without delay, and the Purchaser herein authorises the stakeholder (if any) when requested by the Vendor's Solicitor to release part or all of the deposit without

production of any further authority than a copy of this Special Condition. No further authority or consent will be required from the Purchaser.

SOLICITOR'S CERTIFICATE

I, of

New South Wales, Solicitor, certify as follows:

(a) I am a solicitor currently admitted to practice in New South Wales.

(b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919, with reference to a Contract for Sale of property known as

from

to

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

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

(d) I have explained to the Purchasers

(i) the effect of the Contract for the purchase of

(ii) the nature of this Certificate; and

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

DATED this

.....

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What is the nature of any tenancy or occupancy?
   (b) If it is in writing, all relevant **documentation** should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any **existing** breaches.
   (d) What is the current rent payable?
   (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
   (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
   (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
   (h) If the bond money is held by a government entity pursuant to legislation then the **appropriate documentation** should be handed over on completion to enable the purchaser to acquire the vendor's rights.
   (i) Please provide details of any bank **guarantees** or any personal guarantees which are held by the vendor.
   (j) **Appropriate transfer** documentation duly signed should be handed over on completion assigning the vendor's interest in the bank **guarantees** and any personal **guarantees**.
   (k) Are there any sub-leases? If so, copies should be **provided**.
   (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
   If so:
   (a) complete copies of the disclosure **statements** as required by that Act should be provided;
   (b) evidence to confirm that Section 16 would not apply to the lease should be **provided**;
   (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure **statement** or any lease which has been entered into in **contravention** of that Act?
   (d) Are there any retail tenancy disputes on foot? If so, please provide details;
   (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
   (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010 (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be **registered** as proprietor in fee simple of the Property free from all encumbrances and **notations** and recorded as the owner of the Property on the strata roll, free from all other **interests**.
8. On or before **completion**, any mortgage, caveat writ or priority notice must be **discharged, withdrawn**, cancelled or **removed** as the case may be or, in the case of a **mortgage**, caveat or priority notice, an executed discharge or **withdrawal** or **removal** handed over on **completion** together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (*Act*).
9. Are there any **proceedings pending** or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

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10.

(a) In these requisitions, *personal property*, *secured party*, *security agreement*, *security interest* and *verification certificate* have the same meanings as in the *Personal Property Securities Act 2009* (Cth).

(b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.

(c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Release and Undertaking to Amend Registration* in the form recommended by the Australian Banking Association).

11. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.

12. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* (NSW), *Access to Neighbouring Land Act 2000* (NSW), Section 88K of the *Conveyancing Act 1919* (NSW), Section 40 of the *Land and Environment Court Act 1979* (NSW) or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is *yes*, please provide full details.

Rates and taxes

13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.

14. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
(a) to what year has a return been made?
(b) what is the taxable value of the Property for land tax purposes for the current year?

15. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

16. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.

17. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

18. In respect of the Property and the common property:
(a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations and instruments or former instruments been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 6 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
(g) Has any work been carried out by the vendor on the Property or the common property? If so:
(i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
(ii) does the vendor have any continuing obligations in relation to the common property affected?

19. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?

(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?

(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

20.

(a) Is the Property or the common property affected or have they been previously affected by:
  (i) termite infestation, treatment or repair?
  (ii) flooding or dampness?
  (iii) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?

If so, please provide full details.

(b) Has asbestos, fibreglass or polyethylene or other flammable or combustible material such as cladding been used in the construction of any of the improvements on the Property or the common property
If so, please provide full details.

(c) If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

21.

(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

22. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992* (NSW) applies? If so:

(a) did its installation or construction commence before or after 1 August 1990?

(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?

(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;

(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?

(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;

(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

23.

(a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?

24. Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

25. In respect of the Property and the common property:

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?

(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?

(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them such as underground pipes or structures?

(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  (iv) any realignment or proposed realignment of any road adjoining them?
  (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?

(e) If the answer to any part of Requisition 25(d) is *yes*, please:
(i) provide full details;
(ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
(iii) provide full details regarding the extent of any non-compliance.

26.

(a) If a licence benefits the Property please provide a copy and indicate:
(i) whether there are any existing breaches by any party to it;
(ii) whether there are any matters in dispute; and
(ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

27. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

28. Are there any mediations currently being conducted by the Commissioner for Fair Trading, Department of Customer Service in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

29. Are there any:
(a) orders of the Tribunal;
(b) notices of or investigations by the Owners Corporation;
(c) notices or orders issued by any Court; or
(d) notices or orders issued by the Council or any public authority or water authority,
affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

30. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

31. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
(a) a collective sale of the strata scheme; or
(b) a redevelopment of the strata scheme (including a strata renewal proposal)?
If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

32. Has the initial period expired?

33. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

34. If the Property includes a utility lot, please specify the restrictions.

35. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

36. Has an appointment of a strata managing agent and/or a building manager been made? If so:
(a) who has been appointed to each role;
(b) when does the term or each appointment expire; and
(c) what functions have been delegated to the strata managing agent and/or the building manager.

37. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

38. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

39. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.

40. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?

41. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have then been consolidated? If so, please provide particulars.

42. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

43. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.

44. Has the Owners Corporation met all of its obligations under the Act relating to:
(a) insurances;
(b) fire safety;
(c) occupational health and safety;
(d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
(e) the preparation and review of the 10 year plan for the capital works fund; and
(f) repair and maintenance.

45. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount been made?
46. Has an internal dispute resolution process been established? If so, what are its terms?
47. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

48. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Warranties and service contracts

49. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
50. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

51. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
52. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
53. If the transfer or any other document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
54. Searches, surveys and enquiries must prove satisfactory.

Completion

55. Please confirm that on completion you will provide to us:
    (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
    (b) Transfer populated and digitally signed by the vendor (if conducted as an electronic transaction) or original Transfer executed by the vendor (if conducted as a manual transaction) and Section 22 Notice;
    (c) the vendor's copies of all leases and disclosure statements;
    (d) notices of attornment;
    (e) all keys in the possession of the vendor;
    (f) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
    (g) instruction manuals and warranties for any plant belonging to the vendor;
    (h) any third party guarantees together with appropriate assignments;
    (i) any documents required for the purchaser to have benefit of any bonds;
    (j) tax invoice;
    (k) depreciation schedule;
    (l) any documents required for the purchaser to have good title to any fixtures, fittings or personal property or licence; and
    (m) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
56. The purchaser reserves the right to make further requisitions prior to completion.
57. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

58. If the Contract is an off the plan contract:
    (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 17/SP4624

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2026	3:48 PM	13	22/1/2024

LAND

LOT 17 IN STRATA PLAN 4624
AT CROYDON PARK
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

REBECCA RUTH MALEK
STEVEN DAVID REZKALLA
AS JOINT TENANTS (T AT778935)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP4624
2 AT778936 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

262412... PRINTED ON 20/10/2026

* 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.

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Received: 20/10/2026 15:48:25

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP4624

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2026	3:22 PM	6	16/9/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 4624 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CROYDON PARK
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP4624

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 4624
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 194
FIVE DOCK
NSW 2046

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
3 AP543149 INITIAL PERIOD EXPIRED
4 AW450897 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 18)

STRATA PLAN 4624

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	1	2	1	3	1	4	1
5	1	6	1	7	1	8	1
9	1	10	1	11	1	12	1
13	1	14	1	15	1	16	1
17	1	18	1				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

262412... PRINTED ON 20/10/2026

* 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.

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(a) State if whole or part.

(b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises(a) *Part* of(b) *Lot 15 Sec. I. D.P. 363.*

Reference to Title Vol. *2464* Fol. *64*

Mun./~~Shire~~/~~City~~ *Canterbury.*

Locality *Croydon Park*

Parish *Concord* County *Cumberland.*

Scale *50 feet to an inch.*

STRATA PLAN No 4624 (E)

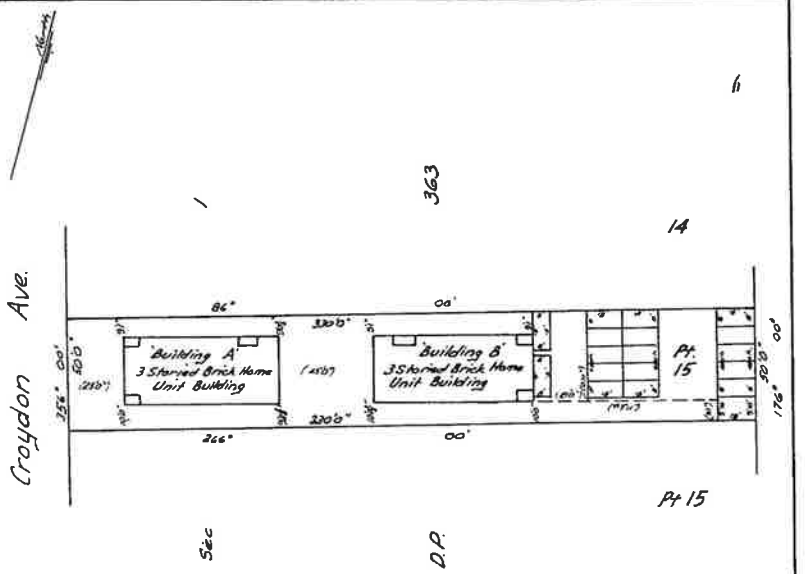
Registered: *Pf. 21. 4. 70*

C.A.: No 7577 of 16-4-1970

Ref Map: Canterbury Sh 2

Last Plan: D P 363

External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.



(c) Additional facts should be shown in an annexure.

(d) Delete if inappropriate.

Schedule of Unit Entitlement(c)		OFFICE USE ONLY Current C's of T	
Lot No.	Unit Entitlement	Vol.	Fol.
AGGREGATE			

I, *Barry Anthony Homann*
B.A. Homann & Associates
of *P.O. Box 142 Liverpool*
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel(d) ~~subject to clause (2) of this certificate~~;

(d)(2) eaves or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of ~~the parcel by registered Transfer No.~~

Dated *4th March, 1970.*

Signature *Barry A Homann.*

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

Date *16th April 1970*

Subdivision No. *7577*

J. Authers
Council Clerk

The address for service of notices on the body corporate is:— *The Proprietors Strata Plan No 162 Croydon Avenue Croydon Park.*

61021 11.66 K 1212 V. C. N. Blight, Government Printer

Surveyor's Reference: *950/7363*

Req:R463728 /Doc:SP 0004624 P /Rev:24-Feb-2000 /NSW LRS /Pgs:ALL /Prt:02-Nov-2023 15:06 /Seq:2 of 6
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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 4624

FEET	INCHES	METRES
-	10	0.255
1	6	0.455
1	9 5/8	0.55
2	-	0.61
2	10	0.865
8	-	2.44
8	6	2.59
9	0 3/4	2.76
9	1	2.77
9	10	2.995
9	11 1/4	3.03
9	11 3/4	3.04
10	-	3.05
10	0 3/4	3.065
18	- -	5.485
21	- -	6.4
25	- -	7.62
33	- -	10.06
50	- -	15.24
60	- -	18.29
85	11	26.185
330	-	100.58

SQ FT	SQ M
144	13.4
177	16.4
682	63.4
764	71
826	76.7
908	84.4
941	87.4

Locality Croydon Park

Parish Concord County Cumberland.

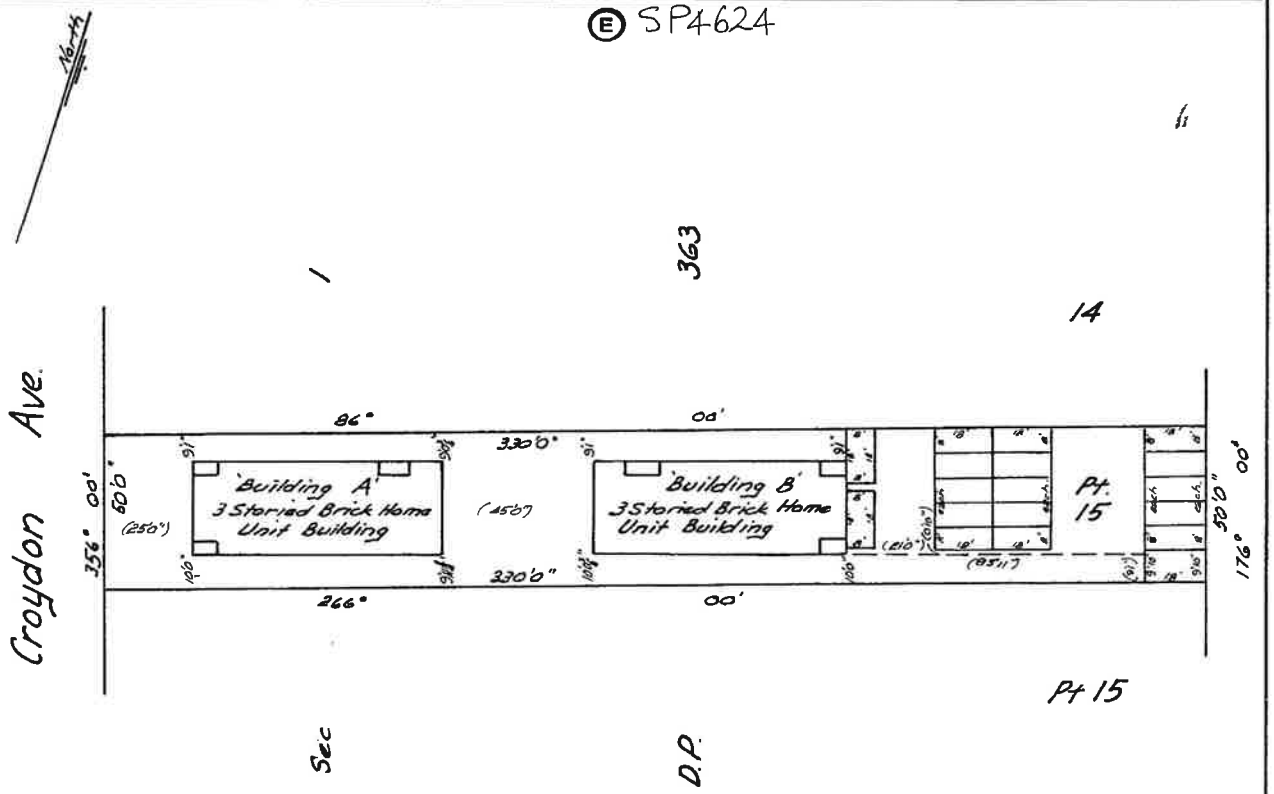
Scale 50 feet to an inch.

C.A.: No. 7577 of 16-4-1970

Ref Map: Canterbury Sh 2

Last Plan: D P 363

(E) SP4624



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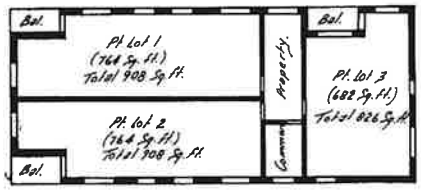
STRATA PLAN No. 4624 (E)

(Part Lot 15 Sec. 1, D.P. 363)

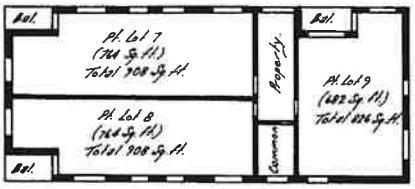
Scale: 20'/o 1"



Ground Floor Plan
Building A



First Floor Plan
Building A



Second Floor Plan
Building A

1. Floor plan areas are approximate.
2. Lot areas include balcony areas.
3. Balconies are limited to a height of 8'6" above lot floor level.

J.D. Wheeler
Council Clerk.

Req:R463728 /Doc:SP 0004624 P /Rev:24-Feb-2000 /NSW LRS /Pgs:ALL /Prt:02-Nov-2023 15:06 /Seq:4 of 6
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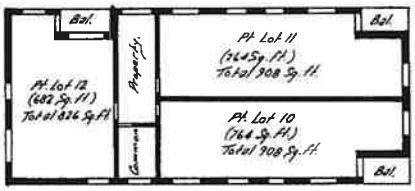
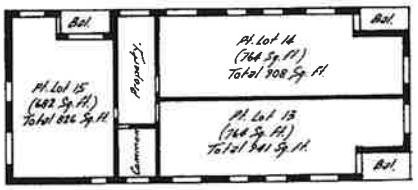
STRATA PLAN No. 4624 (E)

Part
(Lot 15 Sec. 1, D.P. 363)
Scale:- 20 ft to 1"

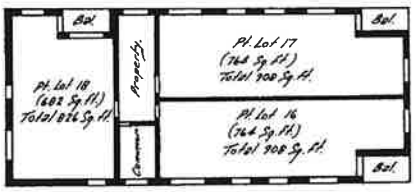
North



Ground Floor Plan
Building B



First Floor Plan
Building B



Second Floor Plan
Building B

1. Floor plan areas are approximate.
2. Lot areas include balcony area.
3. Balconies are limited to a height of 8'6" above lot floor level.

J D Wheeler
Council Clerk.

Req:R463728 /Doc:SP 0004624 P /Rev:24-Feb-2000 /NSW LRS /Pgs:ALL /Prt:02-Nov-2023 15:06 /Seq:5 of 6
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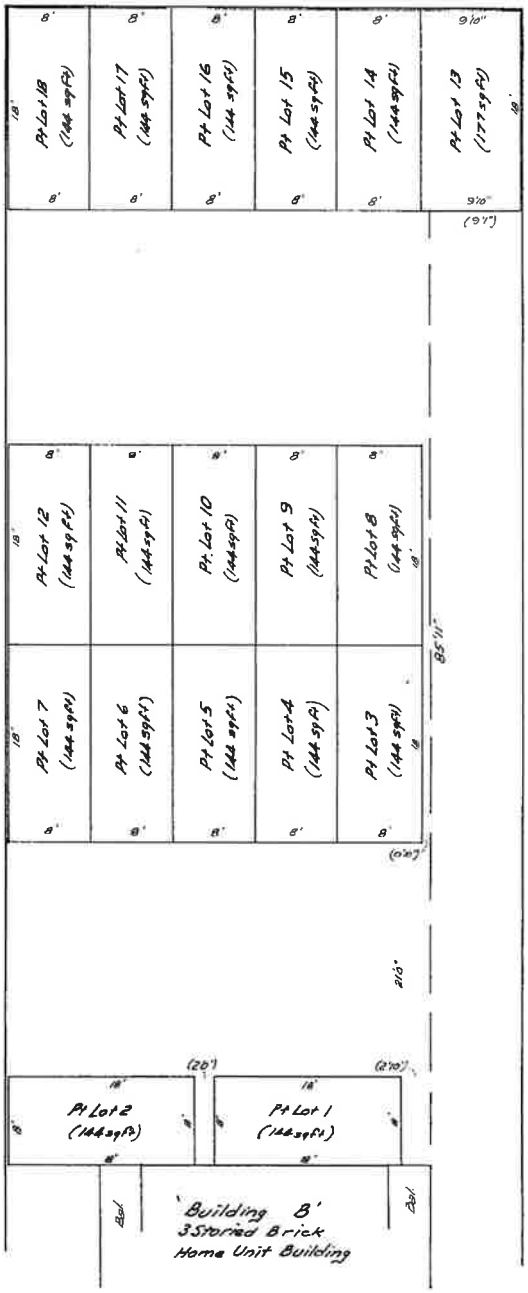
STRATA PLAN No. 4624 (E)

(Pt. Lot 15 Sec 1 DP 363)

Scale 10 to 1"



1 Floorareas are approximate.
2 Carspaces are limited in height to 96" above the pavement.

J. D. Wheeler
Council Clerk.

Req:R463728 /Doc:SP 0004624 P /Rev:24-Feb-2000 /NSW LRS /Pgs:ALL /Prt:02-Nov-2023 15:06 /Seq:6 of 6
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STRATA PLAN No. 4624 (E)

(Part Lot 15 Sec 1, D.P. 363)

Schedule of Unit Entitlement (3)		OFFICE USE ONLY
		Current C^s of T.
Lot N°	Unit Entitlement	Vol. Fol.
1	1	11331 232
2	1	11331 233
3	1	11331 234
4	1	11331 235
5	1	11331 236
6	1	11331 237
7	1	11331 238
8	1	11331 239
9	1	11331 240
10	1	11331 241
11	1	11331 242
12	1	11331 243
13	1	11331 244
14	1	11331 245
15	1	11331 246
16	1	11331 247
17	1	11331 248
18	1	11331 249
AGGREGATE	18	

J.P. Wheeler
Council Clerk.

Req:R001947 /Doc:DL AW450897 /Rev:16-Sep-2026 /NSW LRS /Prt:20-Oct-2026 15:52 /Seq:1 of 27
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Lodger Details

Lodger Code	505127H
Name	BANNERMANS, LAWYERS
Address	L 3, 65 BERRY ST NORTH SYDNEY 2059
Lodger Box	1W
Email	JCHAU@BANNERMANS.COM.AU
Reference	26273

Land Registry Document Identification

AW450897

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
CP/SP4624	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP4624

Other legal entity

Meeting Date

17/08/2026

Added by-law No.	
Details	Special By-law 5
Repealed by-law No.	
Details	N/A
Amended by-law No.	
Details	N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP4624
Signer Name	JOSHUA LEE
Signer Organisation	DAVID SUTHERLAND BANNERMAN
Signer Role	PRACTITIONER CERTIFIER
Execution Date	14/09/2026

ANNEXURE 1

CONSOLIDATED BY-LAWS

STRATA SCHEME 4624

162 Croydon Avenue
CROYDON PARK NSW 2133

The seal of The Owners – Strata Plan No. 4624 was affixed on 04.09.26 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): .....

Name(s) [use block letters]: LOLA TASENDE

Authority: STRATA MANAGER

PROPRIETORS STRATA PLAN No. 4624 Common Seal

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1 Noise

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

Note.
This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

2 Vehicles

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

Note.
This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note.
This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

(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.

Note.
This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note.
This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015.*

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

(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders, or
(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.

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note.
This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 Behaviour of owners and occupiers

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

Note.
This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

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

Note.
This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 Behaviour of invitees

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

Note.
This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note.
This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

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

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Note.
This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note.
This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing 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.

Note.
This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note.
This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

14 Floor coverings

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

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

Note.
This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986.*

15 Garbage disposal

An owner or occupier of a lot:

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

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(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

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

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

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

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

Note.
This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note.
This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note.
This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note.
This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of

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use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By-law 1 – Parking Lot 1 and Lot 2

The proprietors for the time being of Lots 1 and 2 shall be entitled to the exclusive use and enjoyment of the common property area situated between the two buildings of residential apartments erected on the parcel (but only between the line connecting the northernmost wall of each of those buildings and the line connecting the southernmost wall of each of those buildings) for the purpose of parking one motor vehicle on that portion of the common property in respect of Lot 1 and another in respect of Lot 2, on the basis that the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good repair of that portion of the common property.

Special By-law No. 2 - Carport

(a) DEFINITIONS

(i) In this bylaws, unless the content indicates otherwise, the following terms and expressions are defined to mean:
(A) "Act" means the Strata Schemes Management Act 1996;
(B) "Adjacent Common Property" means, that part of the common property of the strata plan which is within 30cm of the Carport or any part thereof, as defined;
(C) "Carport", a carport means (including its roof, supporting posts and all parts) erected over, and within the boundaries of the carspace of a lot.

(ii) Where any terms are used in this bylaw are defined in the Act they will have the same meanings as those words have in the Act;

(b) RIGHTS AND OBLIGATIONS

The owner for the time being of the Lot number specified in the Schedule (called "the Owner") is conferred with the special privilege and entitlement in respect of the common property of the Lot's carspace to undertake installation of a Carport SUBJECT TO the due observance and performance by the owner with the following conditions:

(a) EXECUTIVE COMMITTEE APPROVAL

(i) Prior to seeking local council approval or commencement of construction of the Carport, the Owner shall submit to the executive committee plans and (if any) specifications of the Carport showing:

(A) the dimensions;
(B) materials;
(C) design; and
(D) colour
of the Carport in order to obtain written approval for construction of the Carport.

(ii) The executive committee may only give approval to an Owner for the Carport if the:

(A) dimensions;
(B) materials;
(C) design; and
(D) colour,
of the proposed Carport is identical to a Carport or Carports previously approved by the executive committee;

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(iii) If the proposed Carport does not satisfy (a)(ii) as to being identical in all respects to previous approvals, then only the owners corporation in a general meeting may give its approval and may in its absolute discretion make such reasonable amendments to the proposed Carport including:

(A) dimensions;
(B) materials;
(C) design; and
(D) colour

as it thinks fit and the Owner shall comply with such amendments, subject to the local council approval;

(b) LOCAL COUNCIL

At least seven days before commencement of construction of the Carport, the Owner shall furnish the secretary or strata manager with a copy of:
(i) the plans and (if any) specifications duly stamped and approved by the local council; and
(ii) the conditions of local council building approval
which the owners corporation may retain;

(c) LICENSED TRADESMAN

The Carport shall ensure the Carport is built:
(i) by a licensed contractor;
(ii) in a good and tradesperson like manner using new materials; and
(iii) in compliance with the plans, specifications and conditions of the building approval;

(d) COSTS

The Carport shall be built at the expense of the Owner without claim on the owners corporation;

(e) APPEARANCE

Statutory bylaw no 17 (re appearance) must be complied with at all times;

(f) CARPORT MAINTENACE

(i) The Owner must maintain and keep the Carport in a state of good, clean and serviceable repair at all times and renew or replace it whenever reasonably necessary or whenever the owners corporation may reasonably require such;
(ii) The owners corporation may require the Owner to carry out any maintenance or repair to the Carport and whenever reasonably necessary, renewal or replacement of the Carport or any part thereof;

(g) COMMON PROPERTY MAINTENANCE

The Owner shall maintain and repair:

(i) the common property to which the Carport is affixed; and
(ii) all Adjacent Common Property;

(h) OWNER'S FIXTURE

The Carport shall be and remain an Owner's fixture;

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(i) EXTRA INSURANCE

The Owner shall not do or suffer anything to be done on the carspace or to the Carport any act or thing by reason of which any increase or extra premium of insurance may be payable by the owners corporation for the insurance of the parcel;

(j) INDEMNITY

The Owner shall keep the owners corporation indemnified against injury, death or damage to common property or a lot caused during construction of the Carport and at all times thereafter;

(k) REPLACEMENT

In the event the Owner undertakes renewal or replacement of the Carport or any part thereof, it shall be renewed or replaced with an identical carport and replacement and renewal parts (of the same materials, design, colour, style, height and dimensions) but in the event identical replacement or renewal cannot be achieved, the owner shall in writing request the executive committee to resolve that variations may occur prior to the replacement or renewal occurring;

(l) NO ADDITIONS

No additions shall be made to the carports or any part thereof nor shall anything be hung from either of them;

(m) BYLAWS GENERALLY

Nothing in this bylaw shall be construed so as to relieve any owner or occupier of any of the lots from the obligation to comply with the Strata Schemes Management Act 1996, the regulations or bylaws;

(n) BYLAW BREACH

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

SCHEDULE OF LOTS TO WHICH THIS BYLAW APPLIES

Lot numbers (who has supplied consent forms):
No 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18
(No 8 has been intentionally omitted as no consent form was received)

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Operation of by-law

1. The Owner under this by-law is the owner or owners of lot 15.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 4624, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has the special privilege to perform the Works and keep the Works on the common property pursuant to the terms set out in this by-law.

Definitions

4. In this by-law, unless the context otherwise requires:
   - (a) **Act** means the *Strata Schemes Management Act, 2015.*
   - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
   - (c) **Building** means the building situated at 162 Croydon Avenue, Croydon.
   - (d) **Council** means Inner West Council.
   - (e) **Insurance** means:
     - (i) contractors all risk insurance (including public liability insurance) in the sum of $10,000,000;
     - (ii) workers compensation insurance; and
     - (iii) insurance required under the *Home Building Act, 1989* (if any).
   - (f) **Lot** means lot 15 in strata scheme 4624.
   - (g) **Owner** means the owner or owners of the Lot.
   - (h) **Owners Corporation** means The Owners – Strata Plan No. 4624.
   - (i) **Plans** means for the works the document titled "Technical Report in Letter Form" by Tyrells Property Inspections dated 10 April 2019 which is attached to this by-law and the minutes of the meeting at which this by-law is considered.
   - (j) **Works** means the Owner's renovation works to the Lot and the common property to be carried out for and in connection with:
     - i. the removal of existing bathroom fittings and fixtures and replacement with new bathroom fittings and fixtures;
     - ii. the removal of existing bathroom wall tiles and floor tiles and replacement with new bathroom wall tiles and floor tiles including the installation of a new waterproofing membrane;
     - iii. the connection of the waste pipe servicing the shower in the bathroom part of the Lot to the main waste line including accessing the ceiling space located immediately above lot 12;
     - iv. the removal of the existing water pipe servicing the shower and replacement with a new waste pipe; and
     - v. the installation of a waste stop angle to service the bathroom door threshold,

     as set out in the Plans together with:
     - (A) ancillary works to facilitate the works referred to above; and
     - (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,

     and to be conducted strictly in accordance with the Plans and the provisions of this by-law.
5. In this by-law, unless the context otherwise requires:
   - (a) the singular includes the plural and vice versa;
   - (b) any gender includes the other gender;
   - (c) any terms in the by-law will have the same meaning as those defined in the Act;
   - (d) references to legislation include references to amending and replacing legislation;
   - (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
   - (f) references to any Works under this by-law include any ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment and fittings.

Conditions

6. Before the Works commence, the Owner must:

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(a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
(b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
(c) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation); and
(d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

7. To be compliant under this by-law, the Works (if approved) must:
(a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
(b) be manufactured and designed to specifications for domestic use;
(c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
(d) comply with the *Home Building Act, 1989* (where relevant); and
(e) comprise materials that are new and suitable for the purpose for which they are used.

8. While the Works are in progress the Owner of the Lot must:
(a) use duly licensed employees, contractors or agents to conduct the Works;
(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
(c) ensure that the Works are carried out expeditiously and with a minimum of disruption;
(d) only carry out the Works at times reasonably approved by the Owners Corporation;
(e) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
(f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
(g) protect all affected areas of the Building outside the Lot from damage relating to the Works;
(h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
(i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
(j) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.

9. After the Works have been completed, the Owner must:
(a) notify the Owners Corporation that the Works have been completed;
(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
(c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time; and
(d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.

10. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clauses 8 and 9 above have been complied with.

11. The Owner:
(a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
(b) must properly maintain and upkeep the Works;
(c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
(d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
(e) must ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
(f) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;

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

(h) must comply with all directions, orders and requirements of any Authority and the reasonable directions of the Owners Corporation relating to Works; and

(i) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.

12. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

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

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

(c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

13. The Works will always remain the property of the Owner

14. In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.

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10 April 2019

Our ref: 117186

Mr. Domenic Pulone
Unit 15/162 Croydon Avenue
Croydon Park NSW 2133

Dear Domenic,

TECHNICAL REPORT IN LETTER FORM
UNIT 15/162 CROYDON AVENUE CROYDON PARK NSW 2133

As instructed, we inspected those parts of the property necessary to form views about the issues that concern you on 21 March 2019. We have prepared our advice in letter form because this is usually a clear starting point.

1.0 Background

1.1.1 The owners of the home unit purchased the sole occupancy unit with a newly renovated bathroom undertaken by the previous owners.

1.1.2 The newly renovated bathroom allowed for water egress from the wet area to the bathroom in the unit below being unit 12.

1.1.3 The managing agents engaged a tradesman to cut a hole in the bathroom ceiling to unit 12 and to replace and paint due to the water damage.

2.0 Issues

2.1.1 There is a waterproofing failure to the newly constructed bathroom.

2.1.2 There is a leaking pipe which appears to have been temporarily sealed by others.

3.0 Summary

3.1.1 At the time of my site inspection, the ceiling in unit 12 did not show water staining even though the tenants in unit 15 have been using the bathroom to its full capacity.

3.1.2 It then follows that the trade engaged by the managing agents saw the leaking pipe and installed a silicone sealant.

4.0 Recommendations

4.1.1 The ceiling to unit 12 is to be cut open to allow access to the waste pipe of the shower connection to the main waste line. The pipe is to be properly connected into the main waste line.

4.1.2 The waste pipe from the shower is to be replaced and connected to avoid further leaking.

4.1.3 A water stop angle is to be installed to the bathroom door threshold to unit 15.

4.1.4 The floor tiles will require removal to allow for adequate falls in the floor tiles to the floor waste.

TYRRELLS PROPERTY INSPECTIONS PTY LIMITED
ABN 96 164 771 644
PO Box 337 Clarksville NSW 1625 P 1300 131 270
www.tyrrells.com ask@tyrrells.com

Quality Management System
ISO 9001 Certificate

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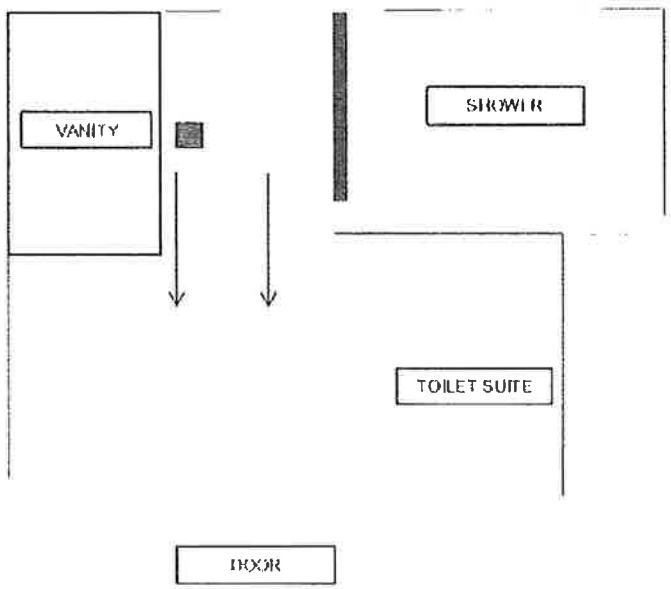
5.0 Observations

The bathroom layout for unit 15 is shown below



FLOOR WASTE

SHOWER CHANNEL DRAIN

FALL OF TILES AWAY FROM FLOOR WASTE

5.1 DOOR THRESHOLD

Item	*Description*
5.1.1	The door threshold to the bathroom has not been provided with a water stop angle incorporated with the waterproof membrane system A waterstop angle is required under AS3740 "Waterproofing of domestic wet areas" The failure to install a waterstop angle is that water from the wet area more than likely will migrate to the door threshold and exit under the tile angle installed of only 12mm in height.

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5.2 FALL OF TILES

Item	Description	Photographic Record

Item	Description
5.2.1	The fall of the floor tiles to the surrounds of the floor waste have been installed with a reverse fall of up to 5mm. That is, the floor tiles, in areas, have been installed with fall towards the door and not the designated floor waste. This contravenes AS 3958.1 "Guide to the installation of tiles" and AS3740 "Waterproofing of domestic wet areas". The failure to construct a wet area floor with fall to a designated waste is that if the floor becomes flooded, water will migrate to the door and not into the floor waste. The red arrows in the bathroom layout above show the direction of the fall in the floor tiles.

5.3 WASTE PIPES AND TEMPORARY SEALANT

Item	Description	Photographic Record
5.2.1	The fall of the floor tiles to the surrounds of the floor waste have been installed with a reverse fall of up to 5mm. That is, the floor tiles, in areas, have been installed with fall towards the door and not the designated floor waste. This contravenes AS 3958.1 "Guide to the installation of tiles" and AS3740 "Waterproofing of domestic wet areas". The failure to construct a wet area floor with fall to a designated waste is that if the floor becomes flooded, water will migrate to the door and not into the floor waste. The red arrows in the bathroom layout above show the direction of the fall in the floor tiles.	

5.3 WASTE PIPES AND TEMPORARY SEALANT

Item	Description	Photographic Record

Item	Description
5.3.1	I have been advised that a section of the ceiling to the bathroom of unit 12 was removed and replaced due to water damage. The ceiling in the bathroom to unit 12 has had works undertaken as the patching to the ceiling is clearly visible I was able to remove a ceiling access hatch above the toilet suite in unit 12. From this point, I was able to take photographs of the pipe work servicing unit 15 above. It appears that a bead of silicone has been installed to the base of the shower waste pipe which is located above the patching undertaken to the ceiling area. I am of the opinion that this is a temporary seal only.

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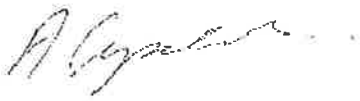
We may need to amend our advice or prepare a more detailed Report at an additional cost if:
- the other party does not resolve, complete or rectify the issues,
- other factors/information becomes available that effects our advice,
- the parties proceed to the NCAT or Courts.

Please do not hesitate to contact the writer should any clarification or further information be required. The easiest way to contact him is by email acapaldi@tyrrells.com

Thank you for your instructions.

Yours faithfully,
TYRRELLS PROPERTY INSPECTIONS PTY LIMITED
per



Anthony Capaldi
0418 472 262
encl.

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Appendix A

Building Consultant's CV

Building Consultant's CV

Anthony Capaldi

Building & Timber Pest Consultant

Over 19 years professional experiance in Property & Timber Pest Reports, Expert Reports and Schedules in all Court Jurisdictions. I have undertaken over 1,600 Pre-Purchase inspections and I am able to comment, assess damage and quantify the damage to rectify as required, assist clients with determining the appropriate treatments and barriers that accommodate a budget, and more importantly effective termite Management Systems, provided expert evidence in the Consumer, Trader and Tenancy Tribunal, District Court and the Supreme Court, and have successfully mediated many disputes between home owners, contractors and builders.

Qualifications

2016	Asbestos Awareness Course (Alert force)
2014	Mould & Asbestos Identification (House Safe)
2013	Accredited Building Consultant (MBA)
2011	Certificate IV in Training & Assessment (TAA40104)
2006	Building Code of Australia Compliance - Housing Industry Association
2004	Certificate of Accredited Certifier Program (BSAP)
2004	Institute of Arbitrators and Mediators Expert Witness and Report Writing Workshop
2004	Rapid Insurance Report Writing Workshop
2002	Certificate in Dispute Resolution at Housing Industry Association
2002	Certificate of Pest Inspection Timber at OTEN – Strathfield
1993	Building Licence No. 46719 (Current)
1992	Statement of Attainment in Building Surveying and Qualifying at Granville TAFE
1992	Associate Diploma of Applied Science (Building) at Granville TAFE

Professional Membership

- Housing Industry Association - Home Building Consultants
- Master Builders Association
- PPI Registry
- Australian Society of Building Consultants
- Australian Society of Building Consultants Committee
- Institute of Arbitrators and Mediators of Australia
- Director APOPA
- Convenor of APOPA Pest Management
- APOPA Preferred Professional
- Resolution Institute (combining IEADR & IAMA)

Professional Experience

2015 – Current	Tyrrells Property Inspections Pty Limited • Progress & Final Inspections • Property & Timber Pest Inspections • Technical Reports • Expert Witness Reports
2013 – 2015	Australian Building & Construction Consultants P/L – Senior Consultant • Expert Witness and Reports – Building • Litigation Support - Building • Expert Witness and Reports - Pest • Litigation Support - Pest • Progress Inspections - New Dwelling • Progress Inspections – Remedial works • Home Warranty Insurance Reports • Dilapidation reports • Scott Schedules • Detailed Reports for Costs to Rectify • Detailed Reports for Costs to Complete New Building Defects • Contracts Review • Contract Reconciliation • Determination of Contract Variations
2011 – 2013	G. L. Zahos & Associates Pty Limited – Senior Consultant
2003 – 2011	Capaldi King Building Consultants Pty Ltd – Director
1999 – 2003	CBS Consulting – Director
1987 – 1999	North Rocks Concrete – Business Partner specialising in concrete placement, concrete finishing, steel fixing and formwork
1987 – 1999	Capaldi Constructions – Business Partner in construction of new homes, extensions, renovations, domestic and commercial

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Appendix B — Terms & Conditions

We wish to clarify the terms and conditions applying to the provision of our Services.

If the "fine print" is too small please call our office for an enlarged copy.

In the unlikely event of a misunderstanding or mistake we will strive to resolve all your reasonable queries and complaints quickly and efficiently.

1 Subject to the terms of the Fee Agreement You will pay Us the Fee and We will deliver our services to You on the terms set out below.

2 **Scope of Services**

2.1 Report

2.1.1 The Report shall, as far as is practicable and possible, answer the questions You have raised in Your Instructions.

2.1.2 It may be necessary to revise, edit and/or add to our Report when further information becomes available or if our advice causes You to amend Your Instructions.

2.2 Inspection

2.2.1 We will visually inspect such parts of the Property we need to inspect which are reasonably accessible as defined in AS 4349.1

2.2.2 Unless otherwise instructed in writing, we do not, for the purposes of the Inspection, remove, move, dismantle, unscrew or break apart any components including, but not limited to floor coverings, wall, ceiling or roof linings, insulation, debris, stored goods, furniture, soil or vegetation. Nor do we test services, installations and appliances.

2.3 Documents

2.3.1 We will assess relevant documents and records provided by You or other parties.

2.4 Report

2.4.1 Our Report is provided subject to the qualifications and disclosures stated in it and in Our Fee Agreement.

2.5 Advice and attendance

2.5.1 We will attend Court, Tribunal, Reference, Arbitration, Mediation and other meetings as instructed by You or Your instructed representatives.

2.6 Liability

2.6.1 Our liability is limited by these terms. We may not report defects or issues:

2.6.1.1 Which are unrelated to the issues You have raised in Your instructions.

2.6.1.2 Not visible at time of inspection.

2.6.1.3 Cost estimates for remedial work may change after detailed measurement, investigation and quotation by a licensed contractor or quantity surveyor.

2.7 Advice

2.7.1 We are bound the Expert Witness Codes of Conduct. This means:

2.7.1.1 Our opinions must be objective and impartial.

2.7.1.2 We may not agree with other parties' advice or Your opinions.

2.7.1.3 Where new evidence or information becomes available We may need to revise or add to our Report.

3 **Cancellation and Access to Property**

3.1 If We are denied access to the Property or are advised we do not have to attend a Court or Tribunal hearing or You cancel the Report, or We cannot reasonably gain access to the Property without danger of injury or without trespass to Property, We are not bound to deliver the Report.

3.2 We shall be entitled to receive from You our reasonable expenses, including for preliminary investigations, review of documents and costs incurred travelling or other time expended by us, or such cancellation fees as We may determine from time to time.

4 **Payment**

4.1 The Report Fee shall be the Report Fee recorded in the Fee Agreement and shall be paid when booking the Inspection or, at our discretion,

4.2 Fees not fully paid shall incur an administration fee of 2% of the unpaid balance of those fees per month for each month such fees are outstanding. You expressly agree that such administration fees are a fair estimate of our labour and expenses incurred in the review and collection of any such unpaid balance.

5 **Concerns, Further Clarification and other issues**

5.1 Where any concern, further clarification or other issues might lead to a claim against Us, You must:

5.1.1 Notify Us in writing, attaching copies of any relevant documents in Your control, within 14 days of becoming aware of the basis of the claim.

5.1.2 Allow us to edit, revise or add to our Report as We see fit.

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6 **Claims and Excess**

6.1 You must allow Us to do all things that We deem necessary to investigate any claim against us including, but not limited to re-inspecting the Property, taking of samples and access to any relevant documents.

6.2 You must promptly take all necessary steps in liaison with Us to mitigate the cost of any associated repairs or claims.

6.3 You must allow Us to appoint a licensed contractor of our choice to make any repairs where We consider the repairs are necessary, and You must pay Us the cost of any enhancement to the Property or any repairs not our responsibility under this Agreement.

6.4 You must, at our request, pursue any claim against a third party to recover any loss or damage suffered by You where possible.

6.5 If any claim by You or Us remains in dispute for more than 7 (seven) days, it shall be expeditiously resolved by a member of the Institute of Building Consultants acting as an expert and not as an arbitrator. You and We agree to brief the expert fully within 7 (seven) days of a Notice of Dispute by either of Us, and to be finally bound by the expert determination. The costs of such expert determination shall be shared equally by You and Us.

6.6 In the unlikely event that any claim is made against Us, We will cover the full cost of any reasonably necessary repairs, subject to the following:

6.7 An initial excess of $3,000.00 is payable by You for any such claim.

6.8 We will pay costs of repairs to a maximum $25,000. And thereafter pay 50% of the cost of repairs from $25,000 to $50,000.

6.9 You agree that all claims arising out this agreement will be brought solely against Us, and You indemnify all of our agents, subcontractors and employees in respect of any claim You may bring against them arising out of this agreement including, but not limited to reimbursement of any legal costs incurred by them or Us in defending such claim/s.

7 **General**

7.1 You agree that the law applicable to this agreement is the law of New South Wales.

7.2 If the services provided by Us do not constitute services of a kind ordinarily acquired for personal, domestic or household use, or consumption pursuant to the Trade Practices Act and Civil Liabilities Act or equivalent or similar legislation, then our liability to You shall in the case of any and all loss sustained by You be limited, in our absolute discretion, to supplying our services again, or the payment of the cost of resupplying our services. We shall in no way be liable for any alleged consequential loss, damage, destruction, injury or harm of any nature whatsoever that may be caused to persons or property, arising directly or indirectly, from the use of the Report.

7.3 All conditions and warranties implied by Statute, whether State, Commonwealth and/or at common law are hereby excluded so far as the law permits.

7.4 You warrant that You will read our Report fully, and will not rely instead on any oral advice received from us.

7.5 These Terms may only be varied in writing and constitute the entire agreement between the parties, and supersede and take precedence over all other communications between the parties, whether oral or written.

7.6 In the event of a conflict between the terms of this Schedule and the terms of the Main Agreement, the Fee Agreement will prevail.

7.7 This Report remains our property and We retain full copyright.

8 **Legal and Expert Advice**

8.1 You should obtain Your own independent legal advice in respect of this contract. In respect of any claim arising out of or associated with the Agreement, each party pays its own legal and expert costs.

8.2 In the unlikely event that any dispute over our report or advice arises we will pay the cost of obtaining independent legal advice (from an agreed expert panel) on a "without prejudice" basis and have that advice provided to you in order to facilitate the resolution of the dispute.

9 **No Liability to Third Parties**

9.1 The Report is made solely for Your use and benefit, and no liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Further you agree not to copy either report in any form including email or hard copy. Any third party acting or relying on this Report, whether in whole or in part, does so at their own risk.

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Special Bylaw 4 - Renovation Lot 14

Bylaw to authorise the Lot Owner to add to, alter and erect new structures on the common property and exclusive use

PART 1
DEFINITIONS & INTERPRETATION

1.1 In this bylaw:

(a) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) Insurance means:
  (i) Contractors all risk insurance and if permissible by the insurer noting the Owners Corporation as an interested party;
  (ii) Insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  (iii) Workers compensation insurance, if required.

(c) Lot means Lot 14 in the strata scheme 4624.

(d) Owner means the owner of the Lot 14, from time to time.

(e) Owners Corporation means the owners corporation created by the registration of strata plan registration number 4624.

(f) Works means the following:
  (i) Renovation of bathroom and installation of waterproofing membrane.
  (i) The removal of existing kitchen fittings and fixtures and replacement with new kitchen fittings and fixtures;
  (ii) The removal of existing kitchen wall tiles and floor coverings and replacement with new kitchen wall tiles and floor coverings;
  (ii) The removal of existing bathroom fittings and fixtures and replacement with new bathroom fittings and fixtures;
  (iii) The removal of existing bathroom wall tiles and floor tiles and replacement with new bathroom wall and floor tiles including the installation of new waterproofing membrane;
  (iv) Internal alternation of plumbing work affecting only the lot and no external plumbing to be visible;
  (v) No changes to the Common property pipes externally.
  (vi) Installation of Blinds & Shutters not affecting appearance of the Lot.
  (vii) Installation of LED Downlights to ceiling space, providing evidence of safety and fire compliance and electrical upgrades.
  (viii) Installation of Air-Conditioning wherein Works must comply with all relevant Standards and any applicable law. Any external appliance, including any external condenser unit, forming part of the Air- conditioning must:
    (i) be of good energy efficiency;
    (ii) not produce any noise that is likely to interfere with the peaceful enjoyment of the owner of occupier or another lot or any person lawfully using the common property;
    (iii) be of an appearance in keeping with the general appearance of the scheme, including any other such units; and
    (iv) Any by-product or waste related to the Air-Conditioning Works, and any condensation run-off related to the Air-Conditioning Works must be drained through a conduit pipe which connects into a drainage pipe.

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(ix) **Flooring Works** means all building works and all related services supplied to effect the installation of hard surface flooring.

(x) **Acoustic** Standard means acoustic rating of 5 stars in accordance with AAAC for transmission of impact sound generated by footfall noise not exceeding LnTw 62 decibels (dB(A)).

(g) Exclusive Use Area means the common property areas reasonably required to keep the Works.

1.2 In this bylaw a work which denotes:

(a) The singular includes plural and vice versa;

(b) Any gender includes the other gender;

(c) Any terms in the bylaw will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

PART 2 - GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property in accordance with the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area once the Works have been completed.

PART 3 - CONDITIONS

PART 3.1

Before Commencement

3.1 Before commencement of the Works the Owner must:

(a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and

(b) effect and maintain Insurance and provide a copy to the Owners Corporation.

PART 3.2

During Construction

3.2 Whilst the Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commencing their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during times reasonably approved by the Owners Corporation and in compliance with Local Council;

(e) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(f) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(g) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this bylaw and if this happens the Owner must rectify the interference or damage within a reasonable period of time; and

(h) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

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PART 3.3

After Construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by law have been rectified;

(c) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this bylaw.

PART 3.4

Enduring rights and obligations

3.4 The Owner:

(a) is responsible for the ongoing maintenance of the common property affected by the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

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

(d) must make good any damage to lot or common property arising out of the Works; and

(e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

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Special Bylaw 5 - Renovation Lot 10

Bylaw to authorise the Lot Owner to add to, alter and erect new structures on the common property and exclusive use

PART 1
DEFINITIONS & INTERPRETATION

1.1 In this bylaw:

(a) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) Insurance means:
  (i) Contractors all risk insurance and if permissible by the insurer noting the Owners Corporation as an interested party;
  (ii) Insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  (iii) Workers compensation insurance, if required.

(c) Lot means Lot 10 in the strata scheme 4624.

(d) Owner means the owner of the Lot 10, from time to time.

(e) Owners Corporation means the owners corporation created by the registration of strata plan registration number 4624.

(f) Works means the following:
  (i) Renovation of bathroom and installation of waterproofing membrane.
  (ii) The removal of existing kitchen fittings and fixtures and replacement with new kitchen fittings and fixtures;
  (iii) The removal of existing kitchen wall tiles and floor coverings and replacement with new kitchen wall tiles and floor coverings;
  (iv) The removal of existing bathroom fittings and fixtures and replacement with new bathroom fittings and fixtures;
  (v) The removal of existing bathroom wall tiles and floor tiles and replacement with new bathroom wall and floor tiles including the installation of new waterproofing membrane;
  (vi) Internal alternation of plumbing work affecting only the lot and no external plumbing to be visible;
  (vii) No changes to the Common property pipes externally;
  (viii) Upgrade and reposition electrical circuit and board;
  (ix) Installation of Blinds & Shutters not affecting appearance of the Lot;
  (x) Installation of LED Downlights to ceiling space, providing evidence of safety and fire compliance and electrical upgrades;
  (xi) Installation of Air-Conditioning wherein Works must comply with all relevant Standards and any applicable law. Any external appliance, including any external condenser unit, forming part of the Air- conditioning must:
    (i) be of good energy efficiency;
    (ii) not produce any noise that is likely to interfere with the peaceful enjoyment of the owner of occupier or another lot or any person lawfully using the common property;
    (iii) be of an appearance in keeping with the general appearance of the scheme, including any other such units; and
    (iv) Any by-product or waste related to the Air-Conditioning Works, and any condensation run-off related to the Air-Conditioning Works must be drained through a conduit pipe which connects into a drainage pipe.

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(xii) **Flooring Works** means all building works and all related services supplied to effect the installation of hard surface flooring.

(xiii) **Acoustic** Standard means acoustic rating of 5 stars in accordance with AAAC for transmission of impact sound generated by footfall noise not exceeding LnTw 62 decibels (dB(A)).

(g) Exclusive Use Area means the common property areas reasonably required to keep the Works.

1.2 In this bylaw a work which denotes:

(a) The singular includes plural and vice versa;

(b) Any gender includes the other gender;

(c) Any terms in the bylaw will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

PART 2 - GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property in accordance with the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area once the Works have been completed.

PART 3 - CONDITIONS

PART 3.1

Before Commencement

3.1 Before commencement of the Works the Owner must:

(a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and

(b) effect and maintain Insurance and provide a copy to the Owners Corporation.

PART 3.2

During Construction

3.2 Whilst the Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commencing their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during times reasonably approved by the Owners Corporation and in compliance with Local Council;

(e) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(f) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(g) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this bylaw and if this happens the Owner must rectify the interference or damage within a reasonable period of time; and

(h) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

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PART 3.3
After Construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by law have been rectified;

(c) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this bylaw.

PART 3.4
Enduring rights and obligations

3.4 The Owner:

(a) is responsible for the ongoing maintenance of the common property affected by the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

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

(d) must make good any damage to lot or common property arising out of the Works; and

(e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

The seal of The Owners – Strata Plan No. 4624 was affixed on 04.09.26 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): .....

Name(s) [use block letters]: LOLA TASENDE

Authority: STRATA MANAGER



Req:R001947 /Doc:DL AW450897 /Rev:16-Sep-2026 /NSW LRS /Prt:20-Oct-2026 15:52 /Seq:26 of 27
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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 4624 was affixed on ^ 04.09.2026 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: LOLA TASENDE Authority: Strata Managing Agent

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

^ Insert appropriate date

PROPRIETORS STRATA PLAN No. 4624 Common Seal

Updated April 2009

Req:R001947 /Doc:DL AW450897 /Rev:16-Sep-2026 /NSW LRS /Prt:20-Oct-2026 15:52 /Seq:27 of 27
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262412:180407

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Certificate No: 20267502
20 October 2026

Land which Certificate is issued for:

Lot 17 SP 4624

17 / 162 Croydon Avenue, CROYDON PARK NSW 2133

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

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

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

CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN

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

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments
Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans
Canterbury Bankstown Development Control Plan 2023

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

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

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

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

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

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

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

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

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2 Zoning and Land Use Under Relevant Planning Instruments

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

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE R4 HIGH DENSITY RESIDENTIAL

1. Permitted without consent
Home occupations

2. Permitted with consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dwelling houses; Early education and care facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home businesses; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

3. Prohibited
Any development not specified in item 1 or 2

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

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

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

2.4 Area of Outstanding Biodiversity Value
Not applicable

2.5 Conservation Area and/or Environmental Heritage
The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 Contribution Plans
Canterbury Bankstown Local Infrastructure Contributions Plan 2022

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This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

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

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

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

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

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

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Building and Alterations) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

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

4.1 Variation of Complying Development Codes

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

5 Exempt Development

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

General Exempt Development Code
Yes

Advertising and Signage Exempt Development Code
Yes

Temporary Uses and Structures Exempt Development Code
Yes

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

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

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

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

8 Road Widening and Road Realignment

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

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

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

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

9 **Flooding**

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

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

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

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.2 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (https://cb.city/flooding).

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

10 **Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

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

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

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

Acid Sulfate Soils
The land is affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning and Environment and the NSW Office of Environment & Heritage and notified to the Council that restricts the development of the land because of the likelihood of acid sulfate soils.

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

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

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

Salinity
Not applicable

Coastal Hazards

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Not applicable

Sea Level Rise
Not applicable

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

Any Other Risk (including Aircraft Noise)
Not applicable

11 **Bush Fire Prone Land**
Not applicable

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

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

14 **Paper Subdivision Information**
Not applicable

15 **Property Vegetation Plans**
Not applicable

16 **Biodiversity Stewardship Sites**
Not applicable

17 **Biodiversity Certified Land**
Not applicable

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

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

20 **Western Sydney Aerotropolis**
Not applicable

21 **Development Consent Conditions for Seniors Housing**
Not applicable

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

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

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

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should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24 Special entertainment precincts

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

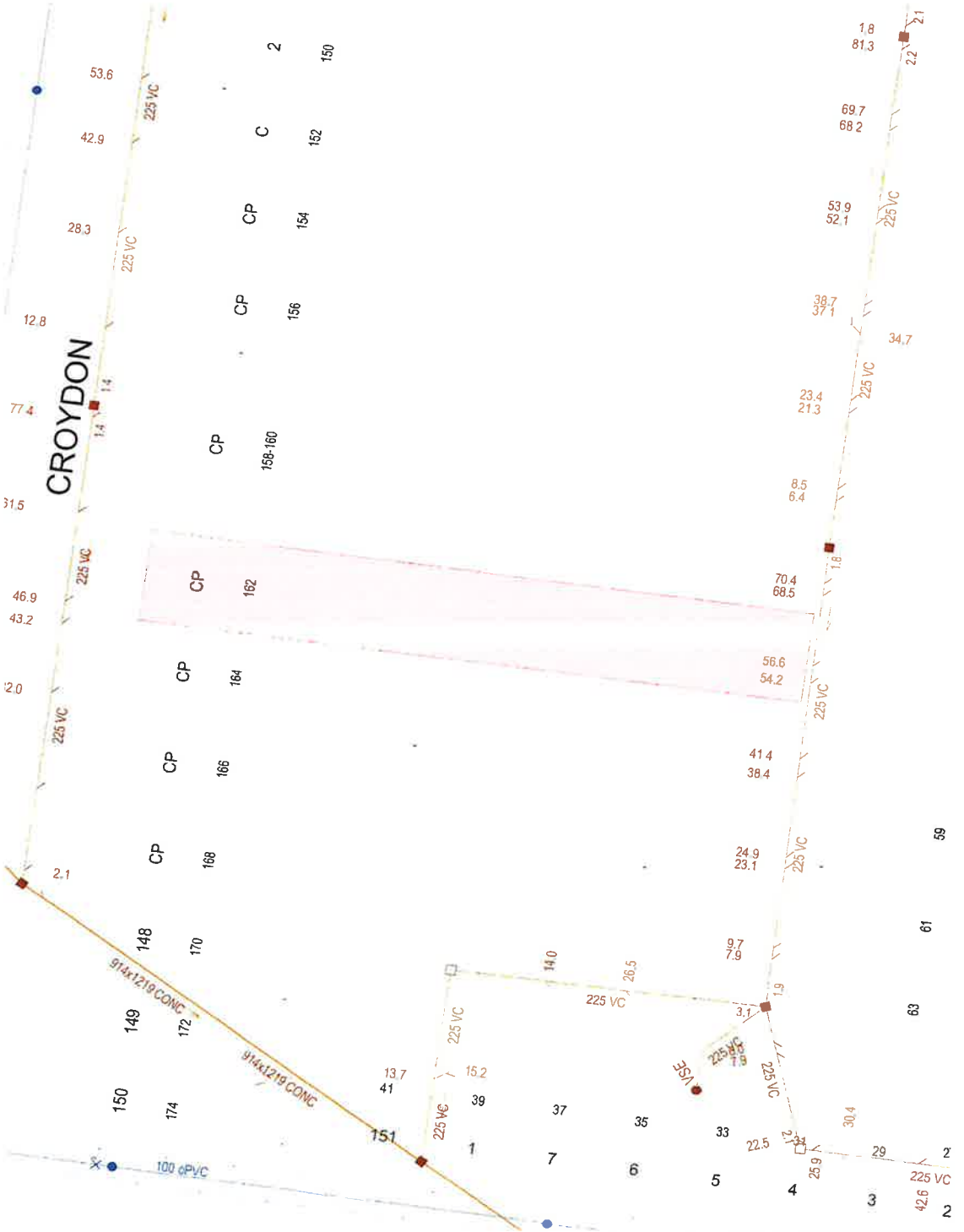
25 Interim development in future infrastructure corridors

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

Sydney WATER

Service Location Print

Application Number: 8002926268



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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
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.3
- 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

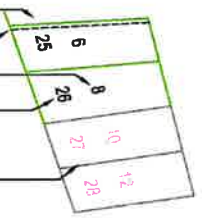
- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land



- 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
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Sydney WATER

Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8002926267

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of CANTERBURY **No.** 200297

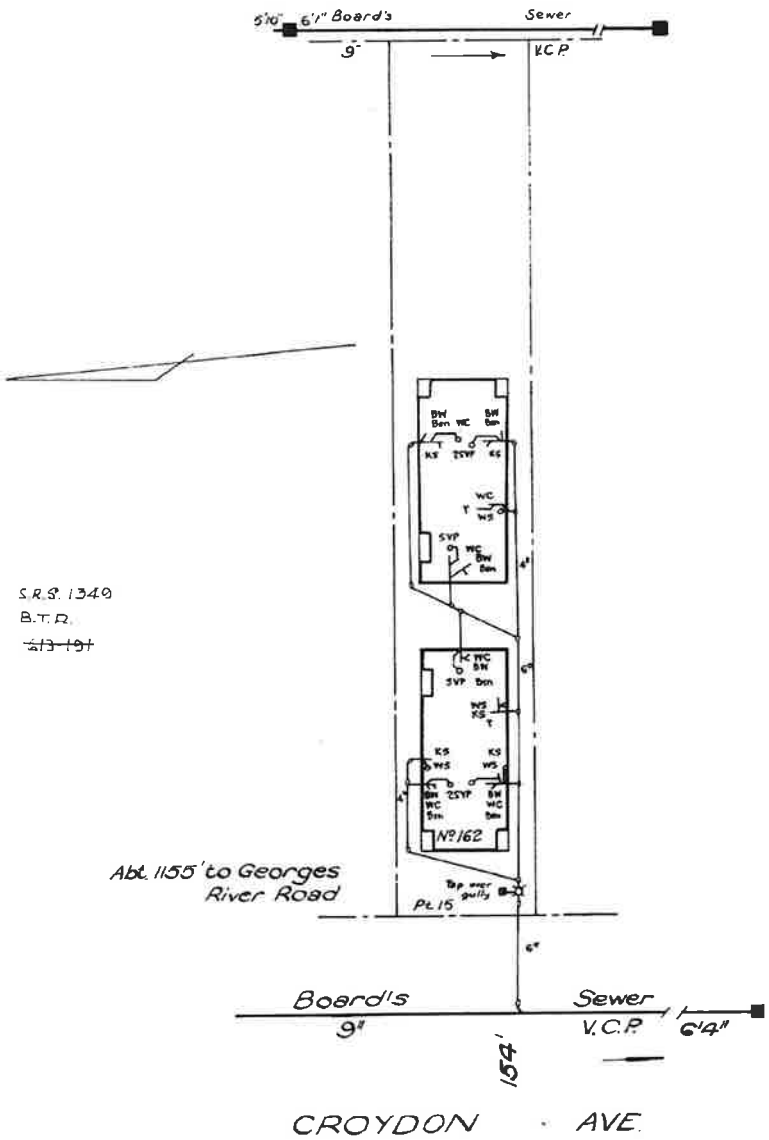
SYMBOLS AND ABBREVIATIONS

□	Boundary Trap	R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit		Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
G.I.	Grease Interceptor	Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊗	Gully	V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F. W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



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