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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**<br>**270-276 King Street, Newtown NSW 2042**<br>**Email: denny@adrianwilliam.com.au** | **Phone: 1300 008 585**<br>**Ref: Denny Barros** |
| co-agent | | |
| vendor | **Anna Margareta Rex** | |
| vendor's solicitor | Dott & Crossitt Conveyancers Sydney Metro | **Phone: (02) 8315 3118**<br>**Address: PO BOX 6206 NORWEST NSW 2153**<br>**Email: metro@dottandcrossitt.com.au**<br>**2631786M NSW** |
| date for completion | **42nd day after the contract date** (clause 15) | |
| land (address, plan details and title reference) | **7/175-183 Darlinghurst Road, Darlinghurst NSW 2010**<br>**Lot 7 in Strata Plan 15828**<br>**Folio Identifier 7/SP15828** | |
| | ☐ VACANT POSSESSION ☒ subject to existing tenancies | |
| improvements | ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| attached copies | documents in the List of Documents as marked or numbered:<br>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: Upright Piano; Queen Bed Frame & Mattress; Washing Machine; Ikea Mirrored Wardrobe; Chairs; Table, | | |
| 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<br><br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed** by<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |
| **VENDOR (COMPANY)** | **PURCHASER (COMPANY)** |
| **Signed** by _____<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held | **Signed** by _____<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held |

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**Choices**

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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**List of Documents**

**General**

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

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

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

**Other**

- ☐ 61

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

Bright & Duggan
PO Box 281, Crows Nest NSW 1585
Email: customercare@bright-duggan.com.au
Tel: 02 9902 7100

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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** |
| | **Owner of adjoining land** |
| **Department of Primary Industries and Regional Development** | **Privacy** |
| | **Subsidence Advisory NSW** |
| **Electricity, gas and telecommunications** | **Transport agencies** |
| **Homes NSW** | **Water, sewerage or drainage authority** |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>● the issuer;<br>● the expiry date (if any); and<br>● 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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## SECTION 66W CERTIFICATE

I, ..... of
..... certify as follows:

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

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 7/175-183 Darlinghurst Road, Darlinghurst, NSW, 2010, from **Anna Margareta Rex** to
   .....
   ..... in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Anna Margareta Rex** and am not employed in the legal practice of a solicitor acting for **Anna Margareta Rex** nor am I a member or employee of a firm of which a Solicitor acting for **Anna Margareta Rex** is a member or employee.

4. I have explained to
   .....
   .....:
   (a) The effect of the Contract for the purchase of that property;
   (b) The nature of this Certificate; and
   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

.....
Licensed Conveyancer / Solicitor

# SPECIAL CONDITIONS

**These are the special conditions to the contract for the sale of 7/175-183 Darlinghurst Road, Darlinghurst, NSW, 2010**

**BETWEEN** **Anna Margareta Rex** **(Vendor)**

**AND** **(Purchaser)**

## 1. Notice to complete

(a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time after 4:00 pm on the Completion date to serve a notice to complete, requiring the other to complete on a date which is no less than 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

(b) Despite any other provision of this contract, if the Purchaser fails to complete this contract and a notice to complete is served by the Vendor's solicitor then the Purchaser shall be liable for the Vendor's legal costs for preparation and service of the notice to complete in the agreed sum of $440.00 (inclusive of GST). The Purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract.

(c) A party may withdraw a Notice to Complete by giving written notice of the same to the person on whom it was served on.

## 2. Purchaser acknowledgments

The purchaser acknowledges that they are purchasing the property and its improvements:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

In particular and without limitation to the above, the Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this contract. The Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of the contract. The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

## 3. Liquidated Damages

If for any reason whatsoever, other than default of the vendor, completion of this contract does not take place on or before the date nominated in this contract, then on completion the purchaser must pay the vendor the following amounts:

(a) interest on the balance purchase price at the rate of 10% per annum. The interest is to be computed from but excluding the completion date to and including the actual date of completion calculated on a daily basis; and

(b) the sum of $ 275.00 (incl GST) to cover additional legal costs and other expenses incurred as a consequence of the purchasers delay;

and these sums are agreed as genuine pre-estimates of the additional expense that will be incurred by the vendor as a result of the purchaser’s default, and same are agreed to be allowed upon completion by the purchaser and this clause is acknowledged by the purchaser as an essential term of the contract.

## 4. Purchaser indemnity

The purchaser acknowledges that the vendor may enter into a contract for the purchase of real estate or other legal obligation based on the vendor's reliance on the purchaser's performance of this contract and that it will suffer damages if the purchaser does not complete this contract on the date for completion or does not proceed to completion.

The purchaser indemnifies the vendor against any liability or loss arising from and any costs or charges including legal costs incurred by the vendor, as a result of or in connection with the purchaser's default under this contract or a breach of warranty by the purchaser.

## 5. Agent

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

## 6. Purchaser Warranty

The Purchaser warrants that it does not rely on any statement, representation or warranty made by or on behalf of the Vendor in relation to the property.

The Purchaser relies on its own inspection and enquiries and has sought legal advice and is satisfied as to its obligations under this contract.

## 7. Entire Agreement

The Purchaser acknowledges that this contract for sale constitutes the entire agreement between the parties in this matter. The parties agree that there are no other conditions, warranties or agreements other than those explicitly stated and contained in this contract for sale.

## 8. Adjustments

Each party agrees that if on completion an apportionment of outgoings required to be made under the contract is overlooked or incorrectly calculated, he will forthwith upon being so requested by the other party make the correct calculations and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

Should any amounts owing under this clause not be paid on demand, then the party owed those amounts make seek to recover them in the Local Court of New South Wales, in relation to which both parties hereby submit to that jurisdiction for that purpose.

## 9. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor’s agent to release to the vendors (or any of them) such part of the deposit moneys as the vendors (or any of them) shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate (including an ingoing contribution for a retirement village lease) that the vendors (or any of them) negotiate to purchase between the date hereof and the date of settlement hereof.

## 10. Release of deposit if required at settlement

If the vendor requires the deposit to be available on completion the purchaser authorises the depositholder to make available the deposit, or so much as may be required by the vendor, in readiness for settlement for the purpose of releasing the property from any mortgage, charge or other encumbrance secured over the property or for the purpose of effecting completion of the vendor's purchase of another property.

## 11. Amendments to the printed form

The Vendor and the Purchaser agree that the provisions of the printed form of the contract are amended as follows:

(a) Clause 1 –

(i) definition of "work order"- after "order" insert "in writing issued by a competent authority";

(ii) definition of "settlement cheque" - replace with: "an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque";

(b) Clause 4 should be amended as follows:-

(i) Clause 4.2 is amended by inserting the words "and settlement takes place on the due date" after the words "manual transaction" on the 2nd line.

(ii) Clause 4.7.2 is amended by inserting the words "and ensure that the transfer is prepared and able to be signed by the vendor at least 14 days prior to settlement" at the end of the sentence.

(c) Clause 5.2.3 – replace "a reasonable time" with "21 days after the date of this contract";

(d) Clause 6.2 - deleted;

(e) Clause 7.1.1 - "5%" is deleted and replaced with "0.01% ";

(f) Clause 7.2.1 – replace "10%" with "$10,000";

(g) Clause 7.2.2 – deleted;

(h) Clause 10.1.1 - insert "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act.";

(i) Clause 10.1.8 and 10.1.9:

(i) replace "substance" with "existence"; and

(ii) replace "disclosed" with "noted"; and

(iii) insert the following at the end of clause 10.1: "For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."

(j) Clause 12.1 and 12.2 – deleted;

(k) Clause 14.2.2 - is amended by deleting the words “at least 1 business days before the completion date” and inserting in its place “at least 2 hours prior to the completion time”.

(l) Clause 14.4.2 – deleted;

(m) Clause 23.9.1 – deleted;

(n) Clause 30.7 – delete all words after “NSW”;

(o) Clause 30.11 – deleted;

(p) Clause 23.6.1 - amended by replacing all words with “the vendor is liable for all contributions due before the contract date”.

(q) Clause 23.6.2 - amended by replacing all words with “the purchaser is liable for all contributions due after the contract date”.

(r) Clauses 23.13-23.14: delete and replace with “the purchaser shall be responsible for obtaining an Information Certificate at its own expense.”

(s) Clause 25 – deleted;

(t) Clause 31.2 – deleted.

## 12. Requisitions on title

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make pursuant to clause 5 shall be the Requisitions on Title annexed hereto and marked “B”.

## 13. Special Levy

If an applicable contribution is not a regular periodic contribution then the purchaser is liable for the contribution from the date of the contract even if it is not disclosed in this contract and is payable by instalments whether or not it was levied before the contract date

## 14. Guarantee

In the event that the Purchaser being a company and in consideration of the Vendor entering into this contract with the Purchaser, the director(s) of the Purchaser ('the **Guarantor**') jointly and severally hereby guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and hereby indemnifies the Vendor from and against all damages including losses and liabilities resulting from any failure by the Purchaser to perform or observe its obligations in this contract. This guarantee will be a continuing guarantee and will not be prejudiced or discharged by any waiver by the vendor and will be deemed to constitute a principal obligation between the Guarantor and the Vendor.

The Deed of Guarantee and Indemnity annexed hereto and marked "A" forms part of this contract ('the **Guarantee**'), the benefit of which will endure to the vendor notwithstanding completion of this contract. The Purchaser must deliver to the Vendor on the date of this contract the Guarantee duly executed by two of the directors or principal shareholders of the purchaser company.

## 15. Conveyancer's alterations

Notwithstanding any rule of law or equity to the contrary, each party authorises the conveyancer/solicitor, or any employee of such conveyancer/solicitor to make any alterations to this contract after it is signed by such party but prior to the making of this Contract, and any such alterations shall be binding on the party so authorising.

## 16. No additional information

The Purchaser acknowledges that all information of the type referred to in Clause 30.3 is set out in this contract and the Purchaser by execution of this contract will be deemed to have waived the necessity for any additional information of that type to be served on the purchaser by the Vendor.

## 17. DEPOSIT & "COOLING OFF" PERIOD

This clause does not apply in cases where "cooling off" rights are excluded by law, such as sales by auction. In the event that the purchaser: -

a. has failed to give the vendor a certificate in accordance with s.66W Conveyancing Act, 1919, and

b. has partly paid the deposit by at least 0.25 % of the price and has done so by way of cash or bank cheque,

the purchaser must supply the balance of the deposit before expiry of the "cooling off" period prescribed by law (normally 5 business days after date of making of this contract unless extended by mutual agreement - refer to the notice in this contract **"COOLING OFF PERIOD (PURCHASER'S RIGHTS)"**), and in that respect time will be of the essence.

## 18. Exchange on less than 10% deposit

If the purchaser has requested to pay a sum equal to 5% of the purchase price on exchange and the vendor or it's representative have agreed to that request in writing prior to exchange, then the following condition applies: The deposit payable is the full 10% but the vendor has agreed to allow the purchaser to only pay part of the deposit at the time of exchange, being an amount equal to 5% of the purchase price. The remaining 5% deposit is a payable upon demand by the vendor but such demand shall not be made prior to the scheduled settlement date.

NB: The full 10% deposit is to be inserted on the front page of the contract.

## 19. Christmas/New Year Closure Period

Notwithstanding the Completion Date on the front page of the Contract, the parties agree settlement shall not be required to take place between 21 December 2026 and 8 January 2027 (inclusive) (“Christmas Closure Period”).

(a) In the event that any event, notice or condition becomes due during the Christmas Closure Period, then the parties agree that the event, notice or condition will be deemed to occur on 11 January 2027.

(b) If Completion was due to take place prior to the Christmas Closure Period and completion is delayed solely as a result of the Purchasers default, then interest will be payable by the Purchaser in accordance with these Special Conditions.

## 20. Execution via DocuSign

The parties agree that this contract may be executed digitally using software such as DocuSign or a similar application. Should the parties proceed to exchange in this method, the parties agree that the contracts may not necessarily be signed in counterpart but that both signatures may appear be inserted on the front page or other execution page (as the case may be) and that the single document shall comprise the exchanged contract. Further the parties agree that if the contract is exchanged in this method, no 'original' physical contract is required to be sent via post following exchange. However the parties may require a Certificate of Completion as generated by the software application as confirmation of exchange.

## 21. Order on the Agent

It is an essential term of this contract that the Purchaser must provide to the Vendor one (1) day prior to completion, an authority in writing to the deposit holder for the release of the deposit. The authority will be held in escrow by the solicitor or conveyancer for the Vendor until settlement is affected.

**22. Purchaser not prohibited from purchasing Australian property**

Each purchaser represents and warrants to the vendor that they are either an Australian citizen or a permanent resident of Australia who is not prohibited from purchasing Australian property following the announcement by the Treasurer and Housing Minister on 16 February 2025 of a two year ban on foreign citizens buying property in Australia.

**23.** These Special Conditions prevail where an inconsistency exists between the Printed Terms of the Contract and these Special Conditions.

## ANNEXURE "A" TO SPECIAL CONDITIONS

1. **Guarantee for Corporate Purchaser**

In consideration of the vendor contracting with the corporate purchaser ……
…… (the **Guarantors**), as is evidenced by the Guarantors' execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the Guarantors before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the Guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

| | |
|---|---|
| **SIGNED** by ) the Guarantors in the presence of: | ..... Signature |
| ..... Signature of Witness | |
| ..... Print Name of Witness | |

# Conditions of Sale by Auction

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

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock.

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock: The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

**ANNEXURE “B” TO SPECIAL CONDITIONS – REQUISITIONS ON TITLE**

*[See overleaf]*

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Anna Margareta Rex**
Purchaser:
Property: **Unit 7/175-183 Darlinghurst Road, Darlinghurst, NSW, 2010**

---

**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 are the nature and provisions of any tenancy or occupancy?
   (b) If they are 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) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy ( tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948.*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

**Title**

6. 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.
7. 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* (*Act*).
8. 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.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

**Adjustments**

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. 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?
   (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

**Survey and building**

13. 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 and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations 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?

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(c) Has the vendor 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 issued under the *Environmental Planning and Assessment Act 1979* 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 7 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 under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. In relation to any swimming pool on the property or the parcel:
(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* and *Local Government Act 1993*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* 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* 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.

18.
(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* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them 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?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any resumption or acquisition or proposed resumption or acquisition?
  (ii) 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.
  (iii) 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?
  (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  (v) any realignment or proposed realignment of any road adjoining them?
  (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

25. 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 7 days prior to completion.
26. If the transfer or any other document to be handed over on 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.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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 completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP15828

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 26/10/2026 | 10:24 AM | 5 | 16/5/2022 |

LAND

LOT 7 IN STRATA PLAN 15828
AT DARLINGHURST
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ANNA MARGARETA REX (T AS132504)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP15828

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2631786M NSW... PRINTED ON 26/10/2026

* 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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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP15828

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 26/10/2026 | 10:24 AM | 7 | 5/4/2022 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 15828
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLINGHURST
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP15828

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 15828
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BRIGHT &DUGGAN
37-43 ALEXANDER STREET
CROWS NEST
NSW 2065

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AN822270 INITIAL PERIOD EXPIRED
3 AS16748 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 15828

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 1 | 65 | 2 | 45 | 3 | 180 | 4 | 33 |
| 5 | 33 | 6 | 35 | 7 | 34 | 8 | 34 |
| 9 | 34 | 10 | 34 | 11 | 36 | 12 | 35 |
| 13 | 35 | 14 | 36 | 15 | 36 | 16 | 39 |
| 17 | 36 | 18 | 36 | 19 | 36 | 20 | 36 |
| 21 | 40 | 22 | 36 | 23 | 36 | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2631786M NSW... PRINTED ON 26/10/2026

* 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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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the *City ~~*Municipality~~ ~~*Shire~~ of SYDNEY having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed
* strata plan
* ~~strata plan of subdivision~~
illustrated herein.
*Council does not object to the encroachment of the building beyond the alignment of
Darlinghurst Road and Kirketon Road
* ~~This approval is given on the condition that lot(s)~~

~~is/are subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973.~~

Date 13th August, 1980

Subdivision No. 60/1980

Deputy Town ~~Council~~ Clerk.

*Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

I, MARINUS T.J. VAN GEND
of G.H. MARTIN & CUTLER
147A KING ST., SYDNEY 2000
a surveyor registered under the Surveyors Act, 1929, hereby certify that—

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * subject to subparagraphs (a) and (b) —

*(a) except to the extent that the building encroaches on a public place;

*(b) ~~eaves and guttering of the building encroach on land other than a public place, in respect of which eaves and guttering an appropriate easement has been created by registered f~~

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

Signature

Date 6TH JUNE 1980

* Delete if inapplicable
† State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in 2 sheets.

PLAN OF LOT 1 IN D.P. 611590

~~Man/Shire~~ City : SYDNEY

Locality : DARLINGHURST

Parish : ALEXANDRIA

County : CUMBERLAND

Reduction Ratio 1:250

Lengths are in metres

STRATA PLAN 15828 *

Registered : 5-9-1980

C.A. : No 60/1980 OF 13.8.80

Purpose : STRATA PLAN

Ref. Map : D.P. 977299 #

Last Plan : D.P. 611590

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS, STRATA PLAN NO. 15828
175-183 DARLINGHURST ROAD,
DARLINGHURST, N.S.W. 2010.

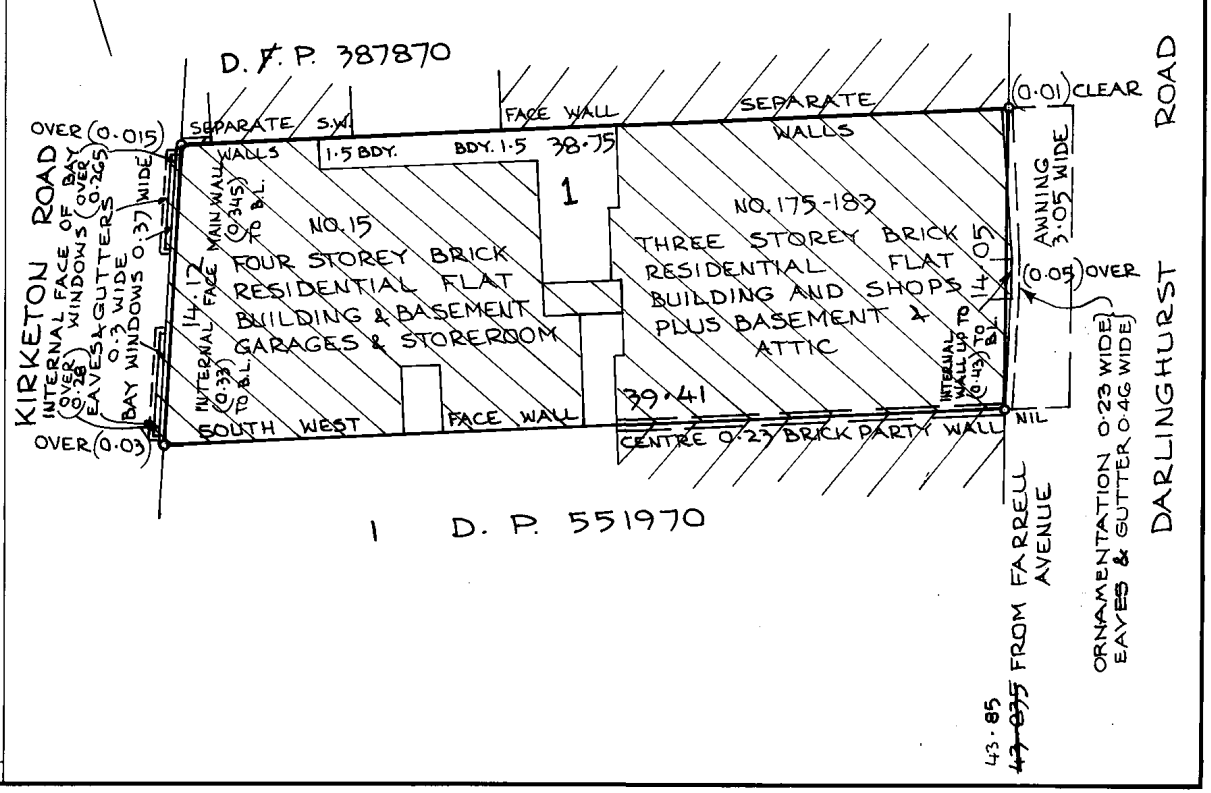
Signatures, seals and statements of intention to create easements or restrictions as to user.

McDONALD INDUSTRIES LIMITED Common Seal

THE COMMON SEAL of McDONALD INDUSTRIES LIMITED was hereto affixed by authority of the Board of Directors in the presence of :-

Directors

Secretary




10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

M.P.D.

SURVEYOR'S REFERENCE: 239/79

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Z 2 0 W 3 2 0 N

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© Office of the Registrar-General /Src:TRISearch /Ref:2631786M NSW

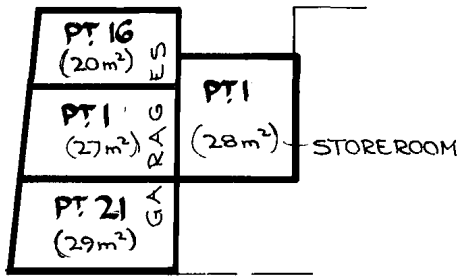
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

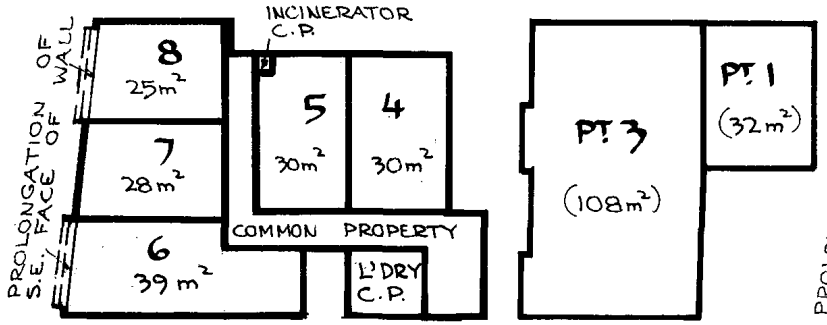
Sheet No. 2 of 2 Sheets

# STRATA PLAN 15828

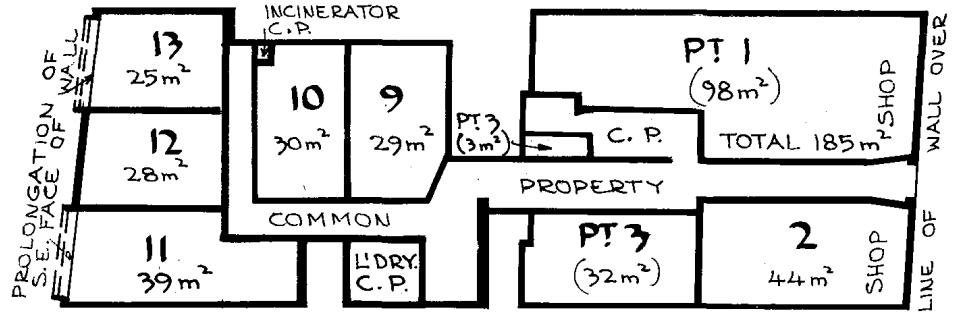
## LEVEL 1



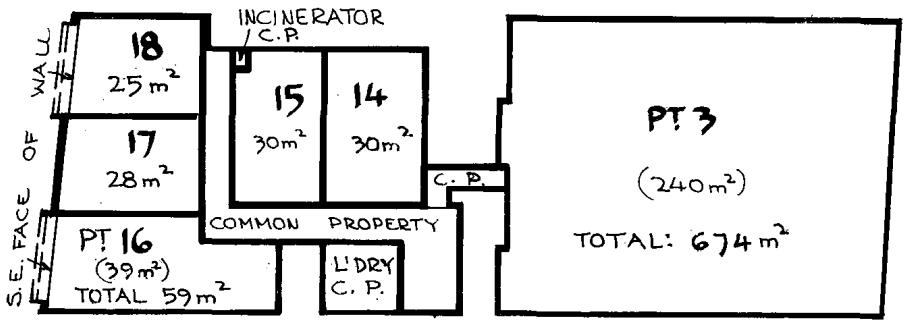

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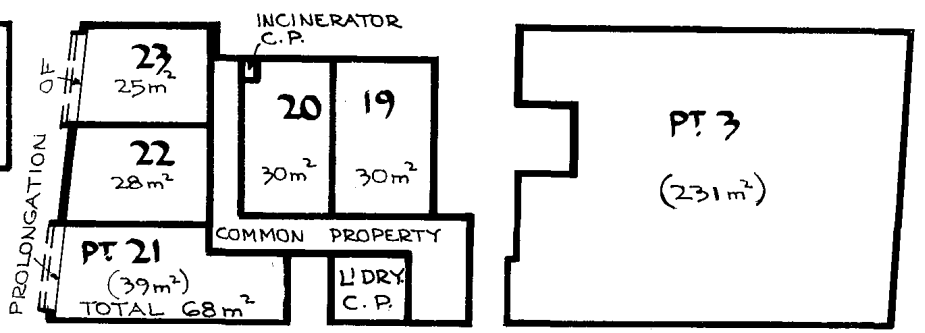

## LEVEL 3



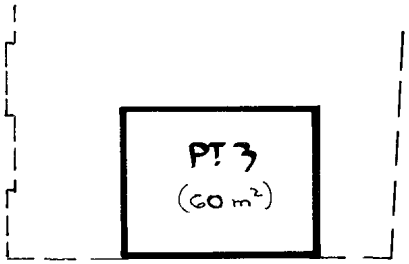

## LEVEL 4




## LEVEL 5




## LEVEL 6




## SCHEDULE OF UNIT ENTITLEMENT

| LOT No. | UNIT ENTITLEMENT |
|---|---|
| 1 | 65 |
| 2 | 45 |
| 3 | 180 |
| 4 | 33 |
| 5 | 33 |
| 6 | 35 |
| 7 | 34 |
| 8 | 34 |
| 9 | 34 |
| 10 | 34 |
| 11 | 36 |
| 12 | 35 |
| 13 | 35 |
| 14 | 36 |
| 15 | 36 |
| 16 | 39 |
| 17 | 36 |
| 18 | 36 |
| 19 | 36 |
| 20 | 36 |
| 21 | 40 |
| 22 | 36 |
| 23 | 36 |

AGGREGATE: 1000

THE BAY WINDOWS ARE NOT INCLUDED WITHIN LOTS 6, 8, 11 & 13, 16, 18, 21 & 23
C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Deputy Town ~~Council~~ Clerk

SURVEYOR'S REFERENCE: 239-79

* OFFICE USE ONLY

Req:R025646 /Doc:SP 0015828 P /Rev:02-Jun-2008 /NSW LRS /Pgs:ALL /Prt:26-Oct-2026 10:37 /Seq:2 of 2
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Req:R025644 /Doc:DL AN822270 /Rev:01-Nov-2018 /NSW LRS /Pgs:ALL /Prt:26-Oct-2026 10:37 /Seq:1 of 23
© Office of the Registrar-General /Src:TRISearch /Ref:2631786M NSW

Form: 15CH
Release: 2·1

# CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act
Real Property Act 1900

AN822270H

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

(A) **TORRENS TITLE**

For the common property
CP/SP15828

(B) **LODGED BY**

| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
|---|---|---|
| 1W | Bylaws Assist<br>PO Box: 8274, Baulkham Hills, NSW, 2153<br>+61 411 777 557 (LRS Customer Account Number:135632E)<br>Reference: BLA/1826 | CH |

(C) The Owners-Strata Plan No. 15828 certify that a special resolution was passed on 23/7/2018

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

(E) Repealed by-law No.

Added by-law No. Special By-law No.3, 4 & 5

Amended by-law No.

as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 15828 which includes new Added Special By-law No.3, 4 & 5 starting from Page 9 of 23 respectively.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1

(G) The seal of The Owners-Strata Plan No. 15828 was affixed on 18/10/2018 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: TREVOR KNIGHT

Authority: STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN No. 15828 Common Seal

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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## ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

## STRATA SCHEME 15828

**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.

**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.

**3 Obstruction of Common Property**

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

**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.

**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.

(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.

(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.

**6 Behaviour of Owners and Occupiers**

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

**7 Children Playing on Common Property in Building**

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

**8 Behaviour of Invitees**

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

The seal of The Owners-Strata Plan No 15828 was affixed on ...18 October 2018..... 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]: ...TREVOR BRIGHT.....

Authority:...STRATA MANAGING AGENT.....

THE OWNERS - STRATA PLAN No. 15828 Common Seal

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**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.

**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.

**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.

**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.

**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.

**14 Floor Coverings**

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

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

**15 Garbage Disposal**

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

(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.

**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.

**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.

**18 Notice-board**

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

**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 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).

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**Added By-Law 28 – Signage – Lots 1 and 2**

The owners of Lots 1 and 2 shall each be entitled to affix to the common property a sign identifying and/or advertising the business conducted on each of the said lots.

**Special By-Law 1 – Exclusive Use (Storage Area) – Lot 3**

**PART 1**

**Part 1.1 - GRANT OF RIGHT**

1.1 The Owner has the special privilege to and the exclusive use of the Exclusive Use Area for the Permitted Use subject to the conditions contained in Part 3

**Part 1.2 - THIS BY-LAW TO PREVAIL**

1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

**PART 2 - DEFINITIONS & INTERPRETATION**

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

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

(b) **Exclusive Use Area** means the common property area located on Level 3 on the registered strata plan measuring 2.9m x 3.1m = 9.0m2 and bounded by the upper surface of any floor, the inner surface of any wall and the under surface of any ceiling, and where there are no walls, the inner dimensions of the lines indicated on the diagram annexed to this by-law and marked **Annexure "A"**.

(c) **Lot** means Lot 3 in strata plan no. 15828.

(d) **Owner** means the owner of the Lot.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 15828.

(f) **Permitted Use** means the use of the Exclusive Use Area for the purposes of the storage of goods only (not including any food, flammable goods, toxic chemicals and any other such noxious goods).

2.2 In this by-law, unless the context otherwise requires, a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996* (NSW); and

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

**PART 3 - CONDITIONS**

3.1 The Owner must:

(a) only use the Exclusive Use Area for the storage of goods (not including any food, flammable goods or toxic chemicals);

(b) not carry out any alterations, or additions or do any works in the Exclusive Use Area (other than those approved under this by-law);

(c) provide the Owners Corporation with a once off payment of $17,500 as compensation for the Exclusive Use Area to be paid within 7 days of registration of the by-law;

(d) obtain the approval of the Owners Corporation if the use of the Exclusive Use Area is be changed;

(e) keep the Exclusive Use Area clean, tidy and well-ordered condition at all times;

(f) properly maintain and upkeep the Exclusive Use Area in a state of good and serviceable repair. Such responsibilities will only extend to the surface of the area. The Owners Corporation will be responsible for all maintenance and repair of a structural nature;

(g) use reasonable endeavours to cause as little disruption as possible when using the Exclusive Use Area;

(h) remain liable for any damage to lot or common property arising out of the use of the Exclusive Use Area and will make good that damage immediately after it has occurred;

(i) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Area;

(j) ensure that the contents of the Exclusive Use Area are insured at all times. The Owners Corporation will not be liable for damage to any property kept within the Exclusive Use Area;

(k) allow the Owners Corporation (its servants or agents) and any statutory authority access to the Exclusive Use Area for the purposes of carrying out repair or maintenance of the common property or certification or registration of common property plant and equipment that adjoin the Exclusive Use Area;

(l) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Permitted Use of the Exclusive Use Area, including any liability in respect of the property of the Owner; and

(m) for the avoidance of doubt, the Owner indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Exclusive Use Area and/or personal property of the Owner caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any repair or maintenance pursuant to paragraph (k).

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3.2 If the Owner does not comply with any obligation under this by-law, then the Owners Corporation may:

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

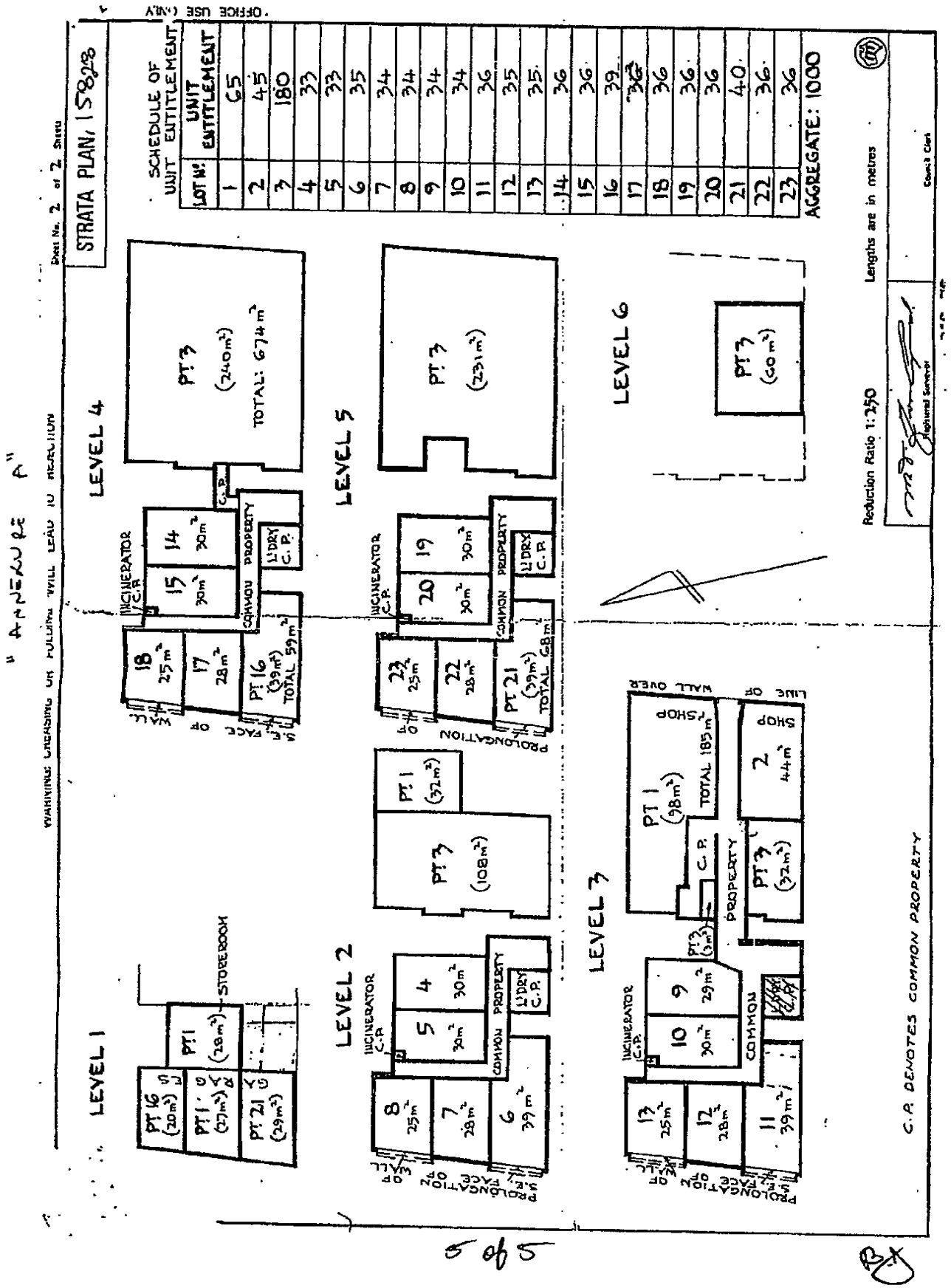
(b) enter upon the Exclusive Use Area to carry out the work; and

(c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.

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## Special By-Law 2 – Lot 6 Works

## PART 1

### 1. DEFINITIONS

In this by-law the following terms are defined to mean:
**"Builder"** means Reno Pack Pty Ltd ABN 75 141 702 285
**"Executive Committee"** means the executive committee of the Owners Corporation.
**"Lot 6"** means lot 6 in Strata Plan No.15828.
"**Owner**" means the owners and occupiers of Lot 6, their invitees, assignees and successors in title.
"**Owners Corporation**" means the Owners Corporation Strata Plan No.15828.
**"Plans and Specifications"** means the plans and specifications forming Part 2 of this Special By-Law".
**"Works"** means the works referred to in Part 3 of this Special By-Law.

### 2. PERMISSION TO CARRY OUT WORKS

The Owners Corporation grants the Owner permission to carry out the Works subject to clause 3 of this Special By-Law.

### 3. CONDITIONS

(a) Prior to the commencement of the Works the Owner must submit a copy of the following to the Executive Committee:
  (i) Plans and Specifications;
  (ii) The Builder's building licence;
  (iii) The Builder's public liability insurance;
  (iv) The Builder's Home Warranty Certificate of Eligibility;
  (v) A duly qualified engineer's report certifying that the Works can be carried out without compromising the structural integrity of the building; and
  (vi) A dilapidation report documenting the existing conditions of the unit beside Lot 6 (being Lot 11), the unit beside Lot 6 (being Lot 7) and the garage below Lot 6 (being Lot 21)

(b) The Works must be done in a proper and workmanlike manner and completed in accordance with the Plans and Specifications;

(c) The Owner indemnifies the Owners Corporation and all members of it and any resident of the strata scheme against any legal liability, loss claim or proceedings in respect of any injury, loss or damage whatsoever to any person, the common or other property in so far as that injury loss or damage arises out of the carrying out of the Works.

(d) The Owner is responsible to maintain the Works and that part of the common property to which it is connected in good and serviceable condition; and

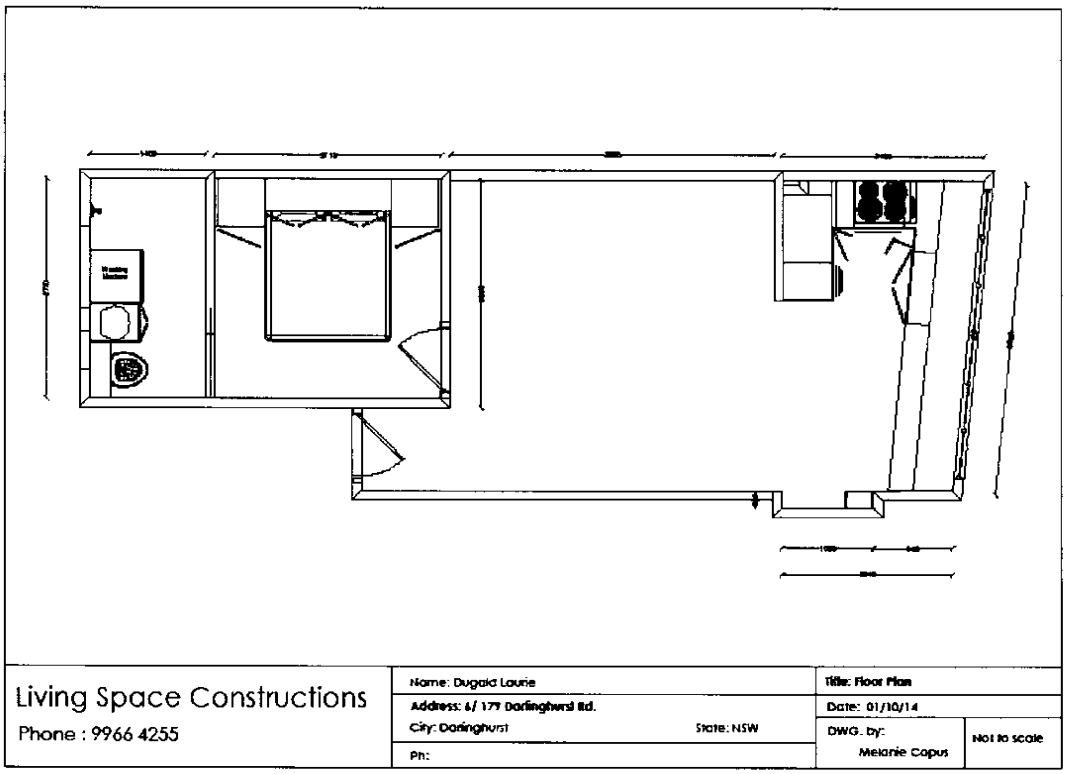
(e) The Owner must repair and rectify any damage arising as a result of the Works.

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## PART 2

### 4. PLANS AND SPECIFICATIONS




## PART 3

### 5. WORKS

*Wall Removal/Partition walls*

- Disconnect/Terminate electrical as necessary
- Remove and dispose of existing window and nib wall to Lounge/Kitchen wall
- Remove and dispose of half height partition walls to bathroom
- Remove and dispose of existing bathroom/lounge wall
- Supply/install new steel beam and posts
- Supply/install new fire rated bulk head
- Adjust 1 x sprinkler head to suit new layout
- Supply/install new timber framed plasterboard partition walls to suit new lay out
- Supply/install fixed high lite glass panels to bathroom/bedroom wall
- Supply/install 2 x new internal hollow core doors with frames to new partition wall
- Supply/install 1 x new GPO, 1 x new light switch and 1 x wall light to proposed bedroom
- Patch repair rendered brick walls

*Kitchen*

- Remove and dispose of existing kitchen
- Remove and dispose of existing kitchen flooring
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works
- Supply/Install new kitchen with natural finish laminated doors & panels (10.5 lineal metres of Kitchen joinery up to 2250mm), 4 x soft close drawers and 4.0m2 of 20mm
  Caesar stone Bench top
- Supply/install new sink and mixer
- Supply/Install new Fisher & Paykel loft pack appliances

- Supply/install tile bed to pack up floor level
- Supply/Install new tiles to kitchen floor

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- Supply/Install new tiles to kitchen splash back

*Bathroom/ Laundry*

- Remove and dispose of existing floor and wall tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of existing bath
- Remove render to footprint of existing tiles
- Relocate bath plumbing to suit new shower
- Relocate plumbing to suit new concealed cistern toilet
- Supply/install new washing machine taps to under bench location
- Supply/install new false wall to conceal new plumbing
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling
- Supply/Install new custom made laminate vanity with 20mm Caesar stone bench top
- Supply/install new basin and mixer
- Supply/install new fixed frameless shower panel
- Supply/Install new concealed cistern toilet
- Supply/Install new fixed mirror (to suit length of vanity)
- Supply/Install new accessories

*General*

- Sand and polish existing floor boards in living area
- Supply/install carpet
- Remove and replace all GPOs and light switches to existing locations
- Replace existing light fittings with new to existing locations
- Supply/install new built in robe with sliding mirror doors melamine internal shelving and hanging space
- Supply/install new roller blinds to kitchen windows
- Prepare and paint all walls, ceilings, doors and frames (windows and external doors excluded)
- Remove trade related rubbish and clean site

**Special By-Law 3 – Lot 10 – Minor Renovation**

Introduction

This by-law gives the owner of the lot special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

1. Definitions

In this by-law:

**"lot"** means lot 10 in Strata Plan No. 15828 also being 10/175-183 Darlinghurst Rd., Darlinghurst., also known as Haddon Hall.

**"owner"** means the owner for the time being of the lot (being the current owner and all successors),

**"plans"** means the plans attached to this by-law,(HH02-1 and 2 of 2018)

**"works"** means the alterations and additions to the lot and the adjacent common property described in the plans generally being the refurbishment of the bathroom, relocation of kitchen cabinets, restoration of original timber floor and installation of wardrobes.

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2. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

(a) authorises the works, and

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property.

subject to the conditions set out in this by-law.

3. The Conditions

(a) The work must be completed in accordance with the plans, within a reasonable time and carried out in a competent and proper manner by licensed tradespersons,

(b) Before commencing work, the owner must provide a copy of the tradespersons licence and public liability insurance,

(c) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable for the works, Work Health & Safety Act 2010, Building Code of Australia and any applicable Australian Standard),

(d) During the works, the owner must minimise disturbance to the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property,

(e) The owner must pay all costs associated with the planned works and properly maintain the works,

(f) The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation,

(g) The owner must rectify at their own cost any work that does not comply with the Building Code of Australia and any applicable Australian Standard,

(h) As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed,

(i) As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works,

(j) The owner must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

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# RENOVATION PROPOSAL SP15828

**HADDON HALL**
**10/175 – 183 Darlinghurst Road,**
**Darlinghurst 2010**

17th June, 2018

**OWNER**
NOBLE WISE SOLUTIONS PTY LTD
Itf KEYS FAMILY TRUST

**OWNER CONTACT**:
Denis Keys 0400 226 462
deniskeys@live.com.au

**REQUESTED INFORMATION**

1 Plans attached are amended: Original Plans submitted 24th April, 2018

2 Duration of works is expected to be 4 weeks

3 Anticipated Sub-Contractors for the works are:

Trinity Plumbing, Bexley
KGF Carpentry, Banksia
Sydney Electrical Services, Waverley
Xu Yum Tiling, Hurstville
Moon Painting Service, Oatlands

4 Waste material will be carried to the rear entrance and placed immediately into a ute or small truck to be removed to Waste Transfer Station at Rockdale.
(**NB** small, loose & dusty material will be bagged prior to removing from Unit.)

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S.P. 15828

# PROPOSED RENOVATION

10/175-183 DARLINGHURST RD
DARLINGHURST
"Haddon Hall"

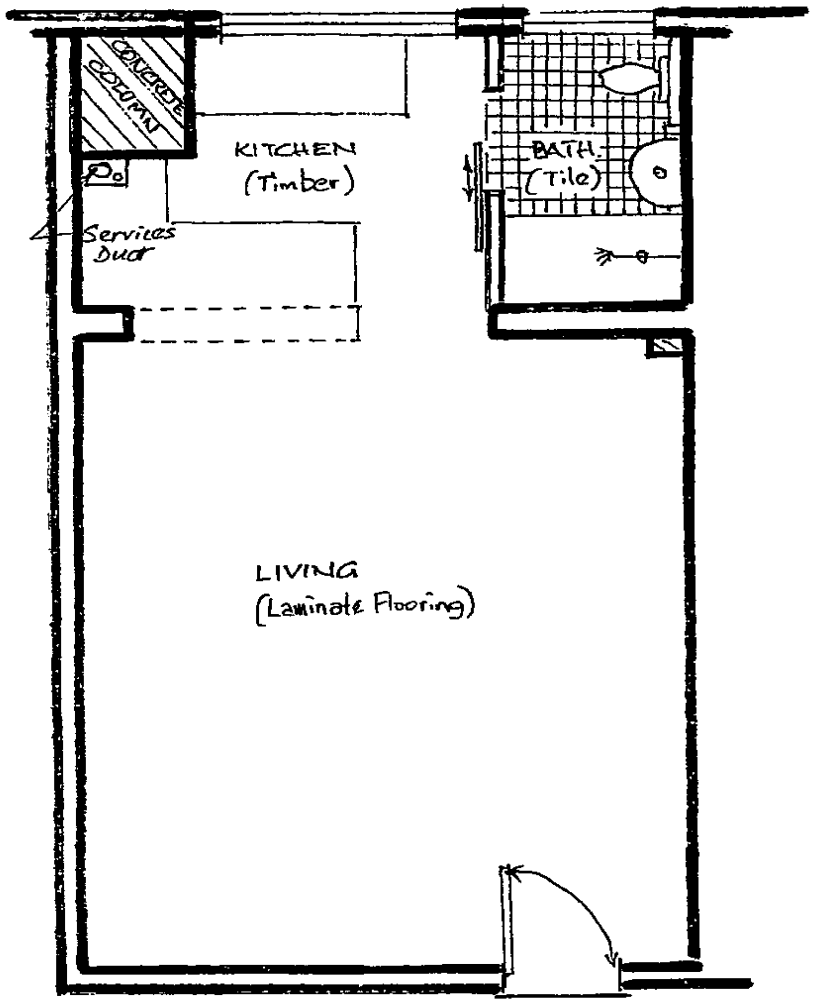



DIAGRAM 1:

- EXISTING FLOOR PLAN

SCOPE OF WORKS - PART 1

1 Remove kitchen cabinetry, appliances & services
2 Remove bath, toilet suite & basin
3 Remove 1m high wall between kitchen & living room
4 Remove laminate flooring in living room to reveal original timber flooring
5 Remove existing pendant light fittings

for: NOBLE WISE SOLUTIONS PTY LTD
:tf KEYS FAMILY TRUST TB

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S.P. 15828

# PROPOSED RENOVATION

10/175-183 DARLINGHURST RD
DARLINGHURST
"Haddon Hall"

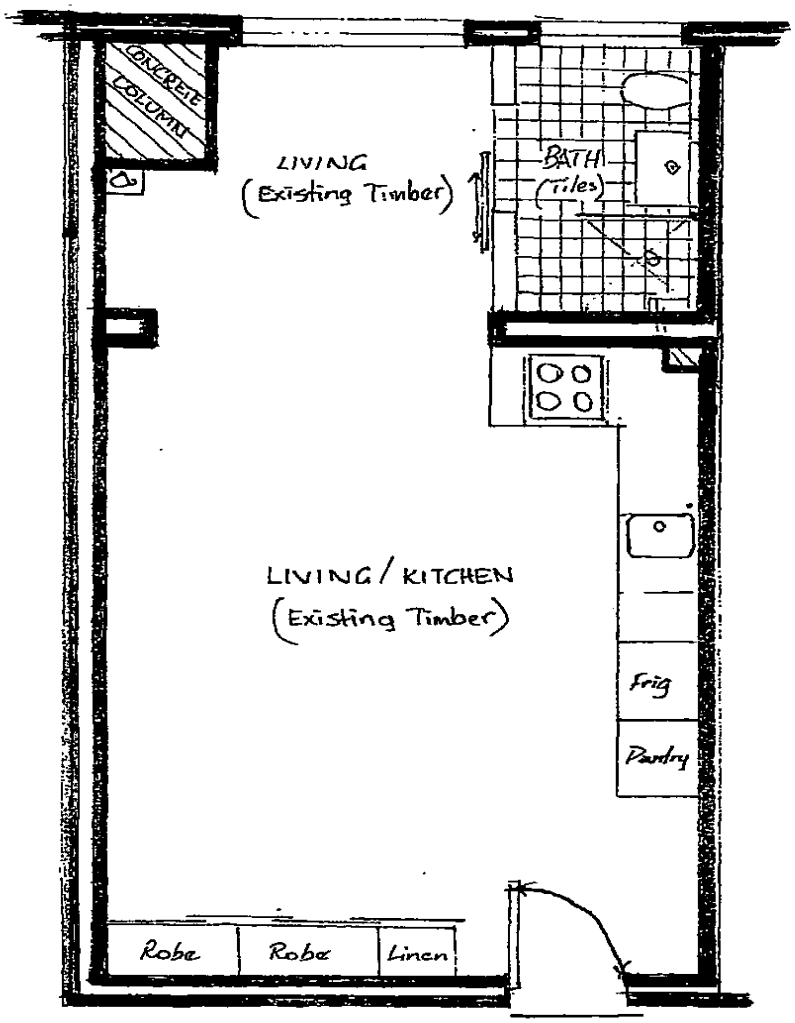



DIAGRAM 2:

- PROPOSED FLOOR PLAN

SCOPE OF WORKS - PART 2

1 Construct 300mm high timber-framed hob as shown to conceal services to & from sink
2 Install following as shown :-
*new kitchen cabinetry, appliances & services; linen & wardrobe
*toilet suite, vanity, shower glass & tapware
*ceramic wall & floor tiles over existing
*new pendant light fittings throughout
3 Sand, stain & polycoat original timber floor
4 Paint ceiling, walls & woodwork throughout

for: NOBLE WISE SOLUTIONS PTY LTD
AS KEYS FAMILY TRUST

TB

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## SPECIAL BY-LAW 4 – WORKS TO LOT 15

### PART 1

### PREAMBLE

1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act* 2015.

1.2 The purpose of the by-law is to confer on the owner the right to carry out works to their lot and common property as set out in this by-law.

1.3 The rights conferred by this by-law shall endure for the benefit of the owner.

### PART 2

### DEFINITIONS & INTERPRETATION

**Definitions**

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

(a) **Act** means the *Strata Schemes Management Act 2015*;

(b) **Authority** means any government, semi-government, statutory, judicial, quasi- judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal;

(c) **Building** means the building situated at 179 Darlinghurst Road, Darlinghurst NSW 2010;

(d) **Lot** means lot 15 in Strata Plan No 15828; and

(e) **Works** means the works to be undertaken by the owner as indicated in quotations and scope of works by Bathroom King, Tilecraft and Just Bathroomware collectively marked **Annexure A** hereto, including but not limited to the following:

(i) replacement of existing bathroom, including:

(I) adding of new fittings and finishes such as tapware, joinery, toilet cistern, shower screen and bathtub;

(II) replacement of floor tiles, wall tiles and waterproofing membrane;

(III) associated plumbing work (including the relocation of drainage pipes);

(IV) associated electrical work;

(V) installation of new false gyprock ceiling;

(VI) new coat of paint; and

(VII) any ancillary work to the above.

**Interpretation**

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

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

(b) any gender includes the other genders;

TB

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

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

(e) references to legislation include references to amending and replacing legislation;

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

(g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 15828 and this by-law, the provisions of this by-law shall prevail; and

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

## PART 3

## GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the owner shall have:

(a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and

(b) a special privilege to carry out the Works to and on the common property.

## PART 4

## CONDITIONS

**Before commencement**

4.1 Before commencing the Works, the owner must submit the following to the owners corporation, for the owners corporation's approval:

(a) details of the proposed dates of commencement and completion of the Works;

(b) all completed plans for the Works;

(c) a copy of all certificates of insurances by the owner's contractor, including but not limited to:

(i) Contractor's All Risk insurance with public liability in the sum of $20,000,000.00;

(ii) Insurance under the *Home Building Act 1989* (NSW) where applicable (nominating the owners corporation as a beneficiary); and

(iii) Workers compensation insurance;

(d) a copy of the licence details and certification of the contractor engaged by the owner to carry out the Works;

(e) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*; and

(f) upon request by the owners corporation, a dilapidation report:

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(i) in writing;

(ii) prepared by a structural engineer who is approved by the owners corporation; and

(iii) incorporating photographs of all areas of the Building which may be affected by the Works; and

(g) upon request by the owners corporation, a report from a suitably qualified consultant approved by the owners corporation setting out the impact of the Works on the structural integrity of the Building.

4.2 At least 48 hours prior to the commencement of the Works, the owner shall arrange with the owners corporation:

(a) suitable times and method for the owner's contractor to access the Building; and

(b) suitable times and method for the parking of vehicles by the owner's contractor whilst the Works are being carried out.

**Performance of the Works**

4.3 In performing the Works, the owner must:

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

(b) protect all areas of the Building, both internal and external to the Lot, from damage:

(i) by the Works;

(ii) by the transportation of construction material, equipment, debris and other material associated with the Works; and

(iii) by the removal of any part of the Works.

(c) keep all areas of the Building outside the Lot clean and tidy;

(d) only perform the Works at the following times:

(i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;

(ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and

(iii) for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);

(e) provide to the owners corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;

(f) not carry out the Works on Sundays and public holidays;

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

(h) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;

(i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;

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(j) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the owners corporation's directions;

(k) comply and ensure that the owner's contractor complies with all requirements, directions and orders of the owners corporation and any Authority;

(l) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and

(m) not vary the Works without first obtaining the consent in writing of the owners corporation.

4.4 The Works shall be carried out:

(a) in a proper and workmanlike manner;

(b) in accordance with the provisions of all applicable building codes and standards;

(c) in accordance with the drawings and specifications approved by an Authority where applicable and the owners corporation;

(d) in accordance with the *Home Building Act 1989* (NSW);

(e) using materials that are new and fit for the purposes to which those materials are put;

(f) by appropriately licensed contractors;

(g) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and

(h) in a manner so as to result in the Works being reasonably fit for occupation.

**Completion of the Works**

4.5 Upon completion of the Works, the owner must, without unreasonable delay:

(a) notify the owners corporation in writing that the Works have been completed;

(b) provide to the owners corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and

(c) upon request by the owners corporation, provide to the owners corporation a copy of a certification from a suitably qualified consultant or engineer approved by the owners corporation, confirming that:

(i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and

(ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

**Default**

4.6 Should the owner fail to comply with any obligation under this by-law:

(a) the owners corporation may request, in writing, that the owner complies with the terms of the by-law and the owner must take all reasonable steps to comply with the owners corporation's request;

(b) without prejudice to any other rights, the owners corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the owner's breach of this by-law;

(c) the owner shall indemnify the owners corporation against any liability, costs, loss or expense incurred by the owners corporation should the owners corporation be required to carry out any work to rectify the owner's breach of this by-law; and

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(d) the owners corporation may recover from the owner, as a debt in a forum of competent jurisdiction, all of the owners corporation's reasonable costs incurred by the owners corporation arising out of or in relation to the owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the owners corporation reasonably incurred in recovering such debt.

**Ongoing Responsibilities and Indemnity**

4.7 The owner must:

(a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;

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

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

4.8 The owner must provide the owners corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the owners corporation.

4.9 The Works shall remain the property of the owner.

4.10 The owner must indemnify the owners corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works.

**Cost of By-law, Approvals and Certification**

4.11 The owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the owners corporation pursuant to this by-law, including but not limited to:

(a) the drafting and consideration of this by-law;

(b) approving any plans, drawings or other documentation for the Works; and

(c) obtaining and considering any certification in relation to the Works.

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Annexure A

Bathroom KING

R.R. Manuel & Co Pty Ltd
ABN 55 001 943 111
Accounts: PO Box 230
Artarmon NSW 1570

Phone: (02) 9968 2075
Mob:0418 222 446
Email info@bathroomking.com.au
Web: www.bathroomking.com.au

27/03/2018

Ms. Carole Foot
15/ 179 Darlinghurst Rd
Darlinghurst NSW 2010

Dear Carole

**Re: Scope of works for bathroom renovation**
**At 15/ 179 Darlinghurst Rd.Darling hurst.**

**For consent of Strata owners Corporation minor renovation to Bathroom.**

To remove all Pc. Items, wall & floor tiles.
To remove bath. There has been water ingress in bathroom showing sign of dampness on the wall behind the bathroom.
To supply & install new Hot & cold water copper tube to Basin, Shower & WC.
To re adjust drainage pipes for bath & Basin.
To re cement render brick walls.
Tosupply and install new timber battens for villa board sheets.
To waterproof complete bathroom (shower walls & bathroom floor)
Installation of wall tiles up to ceiling hight (Approximately 2.4 M high.)
Installation of floor tiles.
To supply & install new false Gyprock ceiling.
Installation of All PC. Items eg.(WC. V/basin, shower taps & Rose,
Towel Rail, Toilet Roll holder And shaving cabinet.
Removal of all rubbish from site.

**Total cost Material & labour** **$ 19,824.00 + GST**

Yours Truly

RR Manuel & Co Pty Ltd.
T/As Bathroom King

Ross Manuel

All PC. Itemes supplied by owner.
Payments: 10% deposit,40% after cement rendering,40%after tiling &10% final payment.

Bank CBA
BSB 062 173
Account 10221295

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# TILECRAFT Crows Nest

ABN 36 121 954 710
129 Willoughby Road CROWS NEST NSW 2065
Phone: 02 9437 9955 Fax: 02 9437 9966
Email: tcrowsn@tpg.com.au

| | | | |
|---|---|---|---|
| Quotation No: | Q 210318 | Sales Person: | JOE |
| Date : | Wednesday, 21 March 2018 | | |
| Customer Name: | CAROL FOOT | Contact: | Ross |
| Address : | DARLINGHURST | Mob: | 0418 222 448 |
| Tel : | | Email : | info@bathroomking.cor |

| Quantity | Description | Unit Price | U/M | Total |
|---|---|---|---|---|
| | **Wall** | | | |
| 17.28 | TSEW-0909 400x800 Satin White | $44.00 | m2 | $760.32 |
| | 1carton=1.92 6pcs 9cartons=17.28 | | | |
| | **Floor** | | | |
| 3.96 | TABP-6131 297x297 Pietra W Silver Matt | $65.00 | m2 | $257.40 |
| | (1carton=.9m2=11pcs) 4carton= 3.96 | | | |
| 1 | Wall Grout 15kg # 01 white | $30.00 | ea | $30.00 |
| 1 | Floor Grout 1.5kg # 49 Light grey | $10.00 | ea | $10.00 |
| 2 | AA 3mX12mm white | $22.00 | ea | $44.00 |
| 1 | Pallet delivery with fork lift CITY | $250.00 | ea | $250.00 |
| | 30% deposit when order is placed and full payment required on pick up or delivery. | | | |
| | All care taken but no responsibility on measuring ( check with a tiler ) | | | |
| | **TOTAL GST INCLUSIVE** | | | **$1,351.72** |

Products quoted are subject to availability

| | | | |
|---|---|---|---|
| Quotation Valid until | 30 DAYS | Sales Person's Signature | Joe |

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Just BATHROOMWARE
my bathroom, my style

P: 02 9436 3888
F: 02 9436 4999
E: info@justbathroomware.com.au

115 Alexander Street,
Crows Nest, NSW 2065
ABN 74 000 651 230

**21 March 2018** **Quote No. 71157**

Client Details

Delivery Details

**Your Ref / Order No:**
**Salesperson:** Juna Alvaro

To:

Bathroom King
Darlinghurst

**TO ENSURE DELIVERY OF HEAVY ITEMS (I.e. BATHS, VANITIES) PLEASE ENSURE APPROPRIATE HELP IS ON SITE TO ASSIST IN UNLOADING GOODS. IN THE EVENT NO HELP IS PRESENT DELIVERY WILL BE RE-SCHEDULED TO A LATER DATE AND WILL INCUR AN ADDITIONAL DELIVERY CHARGE.**

| Description | COLOUR | QTY | UNIT PRICE (INCL GST) | TOTAL (INCL GST) |
|---|---|---|---|---|
| CITY PLUS BLISS SHOWER ROSE & ARM | CHROME | 1 | $187.20 | $187.20 |
| CITY STIK WALL MIXER SQUARE PLATE | CHROME | 1 | $350.10 | $350.10 |
| . | | | | |
| MINUS TOILET ROLL HOLDER LEFT FACE | CHROME | 1 | $74.70 | $74.70 |
| MINUS ROBE HOOK | CHROME | 3 | $35.10 | $105.30 |
| . | | | | |
| CITY STIK BASIN MIXER CURVED SPOUT | CHROME | 1 | $374.40 | $374.40 |
| GLACIER CERAMIC 600mm 2 DOORS WALL HUNG | N/A | 1 | $575.10 | $575.10 |
| 32mm POP DOWN PLUG & WASTE (BASIN) | CHROME | 1 | $59.00 | $59.00 |
| . | | | | |
| ARCHITECTURA BTW TOILET SUITE | N/A | 1 | $999.00 | $999.00 |
| BERMUDA MEGA SQUARE FLOOR WASTE 100mm | CHROME | 1 | $75.00 | $75.00 |
| PER DELIVERY (SYDNEY METRO) | N/A | 1 | $60.00 | $60.00 |

TERMS: Quotations - Unless otherwise stated, all quotations will remain valid for a period of 30 calendar days from date of original quotation. Prices quoted are only valid if the full quotation is accepted or otherwise agreed by Just Bathroomware. All quotations are subject to withdrawal or change at any time until the purchaser's order has been received and accepted. Just Bathroomware reserves the right at all times to alter prices without notice. A 50% deposit is required to proceed with any order. Avoid Disappointment & Additional Costs - Please verify your exact selection specifications with your designer, builder or tradesperson before work commences to avoid any error.

DIRECT DEPOSIT DETAILS : National Australia Bank BSB No: 082 057 Account No: 83891 4404

Notes

Totals

| | |
|---|---|
| GST COMPONENT | $259.98 |
| TOTAL (Incl GST) | $2,859.80 |

Quote.CLF Printed: 29.03.2018 10:27:04 AM Page 1 of 1

**Special By-law 5 – Minor renovations by owners – delegation of functions**

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The owners corporation:

a) **Specially resolved that** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of *the Strata Schemes Management Act 2015* (NSW):

Special by-law 6 – Minor renovations by owners – delegation of functions

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

b) **Resolved that** to delegate its functions to the strata committee in accordance with the by-law made in (a).

The seal of The Owners-Strata Plan No 15828 was affixed on ...18 October 2018..... 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]: TREVOR BRIGHT.....

Authority:...STRATA MANAGING AGENT.....

THE OWNERS - STRATA PLAN No. 15828 Common Seal

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## Approved Form 10

### Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No ..15828..... was affixed on ^ ...18 October 2018.....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: ..TREVOR BRIGHT.....Authority: .STRATA MANAGING AGENT.....

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

^ Insert appropriate date
* Strike through if inapplicable.

THE OWNERS - STRATA PLAN No. 15828 Common Seal

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**Lodger Details**

| | |
|---|---|
| Lodger Code | 503902B |
| Name | BUILDING BYLAWS |
| Address | PO BOX 8274<br>BAULKHAM HILLS 2153 |
| Lodger Box | 1W |
| Email | SERVICES@BYLAWSASSIST.COM.AU |
| Reference | BLA/4430 |

Land Registry Document Identification

AS16748

**STAMP DUTY:**

## Consolidation/Change of By-laws

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

| Land Title Reference | Part Land Affected? | Land Description |
|---|---|---|
| CP/SP15828 | N | |

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP15828

Other legal entity

**Meeting Date**

02/12/2021

**Repealed by-law No.**

**Details** N/A

**Added by-law No.**

**Details** Special By-law No.7

**Amended by-law No.**

**Details** N/A

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

| | |
|---|---|
| **Executed on behalf of** | THE OWNERS - STRATA PLAN NO. SP15828 |
| **Signer Name** | SIMONE KASAD |
| **Signer Organisation** | SIMONE KASAD |
| **Signer Role** | PRACTITIONER CERTIFIER |
| **Execution Date** | 04/04/2022 |

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Form: 15CH
Release: 2.3

# CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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

(A) TORRENS TITLE

For the common property
CP/SP15828

(B) LODGED BY

| Document Collection Box | Name / Company / Address | CODE |
|---|---|---|
| 1W | Name<br>Company Bylaws Assist<br>Address PO Box: 8274, Baulkham Hills, NSW, 2153<br>E-mail services@bylawsassist.com.au Contact Number +61 411 777 557<br>Customer Account Number 135632E Reference BLA/4430 | CH |

(C) The Owner-Strata Plan No. 15828 certify that a special resolution was passed on 2/12/2021

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

(E) Repealed by-law No.
Added by-law No. Special By-law No.7
Amended by-law No.
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 15828 which includes new Added Special By-law No.7 starting from Page 24 of 28 respectively.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1

(G) The seal of The Owners-Strata Plan No. 15828 was affixed on 17/2/22 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 : TS

Name : TREVOR EIGHT

Authority : STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN No. 15828 Common Seal

Signature :

Name :

Authority :

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 15828

## STRATA SCHEMES MANAGEMENT REGULATION 2016 (NSW) SCHEDULE 2 BY-LAWS FOR PRE-1996 STRATA SCHEMES

**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.

**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.

**3 Obstruction of Common Property**
An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**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.

**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.
(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.
(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.

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

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

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

**9 Depositing Rubbish and Other Material on Common Property**
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

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**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.

**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.

**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.

**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.

**14 Floor Coverings**

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

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

**15 Garbage Disposal**

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

(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.

**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.

**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.

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

**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 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).

**Added By-Law 28 – Signage – Lots 1 and 2**
The owners of Lots 1 and 2 shall each be entitled to affix to the common property a sign identifying and/or advertising the business conducted on each of the said lots.

**Special By-Law 1 – Exclusive Use (Storage Area) – Lot 3**

**PART 1**
**Part 1.1 - GRANT OF RIGHT**
1.1 The Owner has the special privilege to and the exclusive use of the Exclusive Use Area for the Permitted Use subject to the conditions contained in Part 3

**Part 1.2 - THIS BY-LAW TO PREVAIL**
1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

**PART 2 - DEFINITIONS & INTERPRETATION**
2.1 In this by-law, unless the context otherwise requires or permits:
(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
(b) **Exclusive Use Area** means the common property area located on Level 3 on the registered strata plan measuring 2.9m x 3.1m = 9.0m2 and bounded by the upper surface of any floor, the inner surface of any wall and the under surface of any ceiling, and where there are no walls, the inner dimensions of the lines indicated on the diagram annexed to this by-law and marked **Annexure "A"**.
(c) **Lot** means Lot 3 in strata plan no. 15828.
(d) **Owner** means the owner of the Lot.
(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 15828.
(f) **Permitted Use** means the use of the Exclusive Use Area for the purposes of the storage of goods only (not including any food, flammable goods, toxic chemicals and any other such noxious goods).
2.2 In this by-law, unless the context otherwise requires, a word which denotes:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996* (NSW); and
(d) references to legislation includes references to amending and replacing legislation.

**PART 3 - CONDITIONS**
3.1 The Owner must:
(a) only use the Exclusive Use Area for the storage of goods (not including any food, flammable goods or toxic chemicals);
(b) not carry out any alterations, or additions or do any works in the Exclusive Use Area (other than those approved under this by-law);
(c) provide the Owners Corporation with a once off payment of $17,500 as compensation for the Exclusive Use Area to be paid within 7 days of registration of the by-law;
(d) obtain the approval of the Owners Corporation if the use of the Exclusive Use Area is be changed;
(e) keep the Exclusive Use Area clean, tidy and well-ordered condition at all times;

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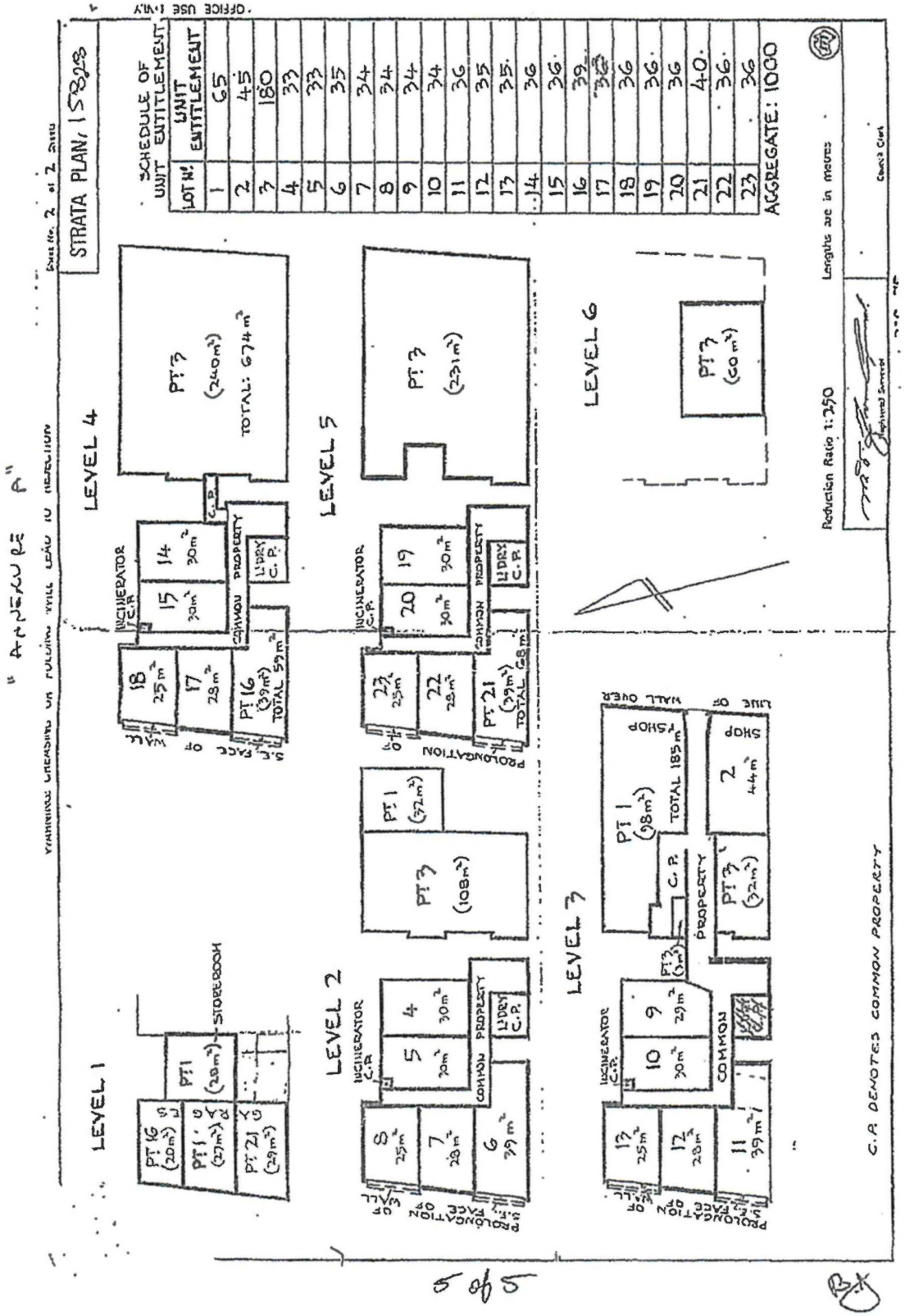
(f) properly maintain and upkeep the Exclusive Use Area in a state of good and serviceable repair. Such responsibilities will only extend to the surface of the area. The Owners Corporation will be responsible for all maintenance and repair of a structural nature;
(g) use reasonable endeavours to cause as little disruption as possible when using the Exclusive Use Area;
(h) remain liable for any damage to lot or common property arising out of the use of the Exclusive Use Area and will make good that damage immediately after it has occurred;
(i) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Area;
(j) ensure that the contents of the Exclusive Use Area are insured at all times. The Owners Corporation will not be liable for damage to any property kept within the Exclusive Use Area;
(k) allow the Owners Corporation (its servants or agents) and any statutory authority access to the Exclusive Use Area for the purposes of carrying out repair or maintenance of the common property or certification or registration of common property plant and equipment that adjoin the Exclusive Use Area;
(l) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Permitted Use of the Exclusive Use Area, including any liability in respect of the property of the Owner; and
(m) for the avoidance of doubt, the Owner indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Exclusive Use Area and/or personal property of the Owner caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any repair or maintenance pursuant to paragraph (k).

3.2 If the Owner does not 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 the Exclusive Use Area to carry out the work; and
(c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Owner or Owners.

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ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

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## Special By-Law 2 – Lot 6 Works

### PART 1

**1. DEFINITIONS**

In this by-law the following terms are defined to mean:
**"Builder"** means Reno Pack Pty Ltd ABN 75 141 702 285
**"Executive Committee"** means the executive committee of the Owners Corporation.
**"Lot 6"** means lot 6 in Strata Plan No.15828.
**"Owner"** means the owners and occupiers of Lot 6, their invitees, assignees and successors in title.
**"Owners Corporation"** means the Owners Corporation Strata Plan No.15828.
**"Plans and Specifications"** means the plans and specifications forming Part 2 of this Special By-Law".
**"Works"** means the works referred to in Part 3 of this Special By-Law.

**2. PERMISSION TO CARRY OUT WORKS**

The Owners Corporation grants the Owner permission to carry out the Works subject to clause 3 of this Special By-Law.

**3. CONDITIONS**

(a) Prior to the commencement of the Works the Owner must submit a copy of the following to the Executive Committee:
  (i) Plans and Specifications;
  (ii) The Builder's building licence;
  (iii) The Builder's public liability insurance;
  (iv) The Builder's Home Warranty Certificate of Eligibility;
  (v) A duly qualified engineer's report certifying that the Works can be carried out without compromising the structural integrity of the building; and
  (vi) A dilapidation report documenting the existing conditions of the unit beside Lot 6 (being Lot 11), the unit beside Lot 6 (being Lot 7) and the garage below Lot 6 (being Lot 21)

(b) The Works must be done in a proper and workmanlike manner and completed in accordance with the Plans and Specifications;

(c) The Owner indemnifies the Owners Corporation and all members of it and any resident of the strata scheme against any legal liability, loss claim or proceedings in respect of any injury, loss or damage whatsoever to any person, the common or other property in so far as that injury loss or damage arises out of the carrying out of the Works.

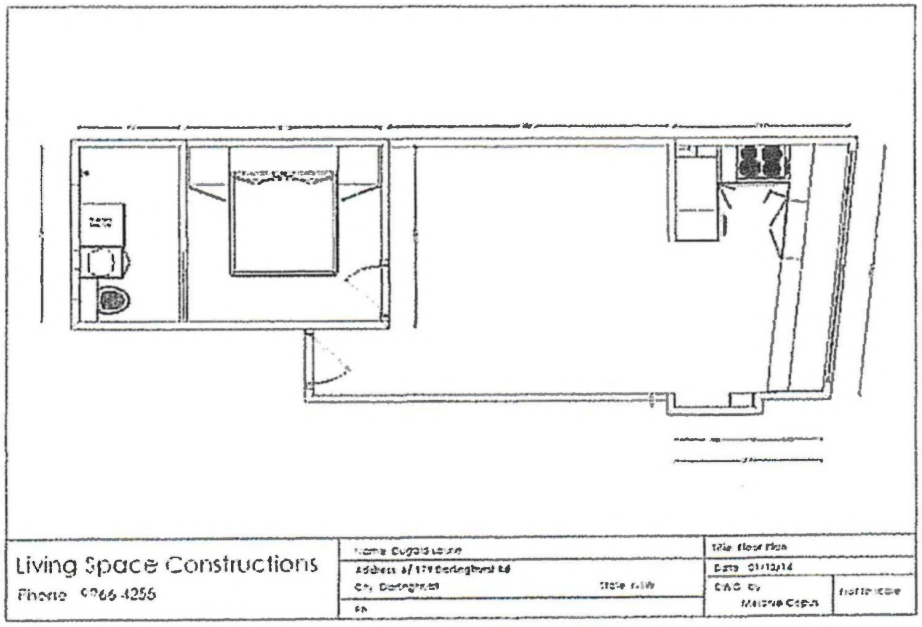
(d) The Owner is responsible to maintain the Works and that part of the common property to which it is connected in good and serviceable condition; and

(e) The Owner must repair and rectify any damage arising as a result of the Works.

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## PART 2

### 4. PLANS AND SPECIFICATIONS




## PART 3

### 5. WORKS

*Wall Removal/Partition walls*

- Disconnect/Terminate electrical as necessary
- Remove and dispose of existing window and nib wall to Lounge/Kitchen wall
- Remove and dispose of half height partition walls to bathroom
- Remove and dispose of existing bathroom/lounge wall
- Supply/install new steel beam and posts
- Supply/install new fire rated bulk head
- Adjust 1 x sprinkler head to suit new layout
- Supply/install new timber framed plasterboard partition walls to suit new lay out
- Supply/install fixed high lite glass panels to bathroom/bedroom wall
- Supply/install 2 x new internal hollow core doors with frames to new partition wall
- Supply/install 1 x new GPO, 1 x new light switch and 1 x wall light to proposed bedroom
- Patch repair rendered brick walls

*Kitchen*

- Remove and dispose of existing kitchen
- Remove and dispose of existing kitchen flooring
- Disconnect and reconnect plumbing and electrical to existing locations to facilitate works
- Supply/Install new kitchen with natural finish laminated doors & panels (10.5 lineal metres of Kitchen joinery up to 2250mm), 4 x soft close drawers and 4.0m2 of 20mm Caesar stone Bench top
- Supply/install new sink and mixer
- Supply/Install new Fisher & Paykel loft pack appliances
- Supply/install tile bed to pack up floor level
- Supply/Install new tiles to kitchen floor
- Supply/Install new tiles to kitchen splash back

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*Bathroom/ Laundry*

- Remove and dispose of existing floor and wall tiles to bathroom
- Remove and dispose of existing taps and fittings
- Remove and dispose of existing vanity
- Remove and dispose of existing toilet
- Remove and dispose of existing bath
- Remove render to footprint of existing tiles
- Relocate bath plumbing to suit new shower
- Relocate plumbing to suit new concealed cistern toilet
- Supply/install new washing machine taps to under bench location
- Supply/install new false wall to conceal new plumbing
- Supply/install new render to footprint of existing tiles
- Supply/install waterproof membrane
- Supply/install new floor and wall tiles from floor to ceiling
- Supply/Install new custom made laminate vanity with 20mm Caesar stone bench top
- Supply/install new basin and mixer
- Supply/install new fixed frameless shower panel
- Supply/Install new concealed cistern toilet
- Supply/Install new fixed mirror (to suit length of vanity)
- Supply/Install new accessories

*General*

- Sand and polish existing floor boards in living area
- Supply/install carpet
- Remove and replace all GPOs and light switches to existing locations
- Replace existing light fittings with new to existing locations
- Supply/install new built in robe with sliding mirror doors melamine internal shelving and hanging space
- Supply/install new roller blinds to kitchen windows
- Prepare and paint all walls, ceilings, doors and frames (windows and external doors excluded)
- Remove trade related rubbish and clean site

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## Special By-Law 3 – Lot 10 – Minor Renovation (AN822270H)

**Introduction**
This by-law gives the owner of the lot special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

**1. Definitions**
In this by-law:
**"lot"** means lot 10 in Strata Plan No. 15828 also being 10/175-183 Darlinghurst Rd., Darlinghurst., also known as Haddon Hall.
**"owner"** means the owner for the time being of the lot (being the current owner and all successors),
**"plans"** means the plans attached to this by-law,(HH02-1 and 2 of 2018)
**"works"** means the alterations and additions to the lot and the adjacent common property described in the plans generally being the refurbishment of the bathroom, relocation of kitchen cabinets, restoration of original timber floor and installation of wardrobes.

**2. Works Authorisation, Special Privileges & Exclusive Use Rights**
The owners corporation:
(a) authorises the works, and
(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property.

subject to the conditions set out in this by-law.

**3. The Conditions**
(a) The work must be completed in accordance with the plans, within a reasonable time and carried out in a competent and proper manner by licensed tradespersons,
(b) Before commencing work, the owner must provide a copy of the tradespersons licence and public liability insurance,
(c) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable for the works, Work Health & Safety Act 2010, Building Code of Australia and any applicable Australian Standard),
(d) During the works, the owner must minimise disturbance to the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property,
(e) The owner must pay all costs associated with the planned works and properly maintain the works,
(f) The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation,
(g) The owner must rectify at their own cost any work that does not comply with the Building Code of Australia and any applicable Australian Standard,
(h) As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed,
(i) As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works,
(j) The owner must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

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RENOVATION PROPOSAL SP15828

HADDON HALL
10/175 – 183 Darlinghurst Road,
Darlinghurst 2010

17th June, 2018

**OWNER**
NOBLE WISE SOLUTIONS PTY LTD
ltf KEYS FAMILY TRUST

**OWNER CONTACT:**
Denis Keys 0400 226 462
deniskeys@live.com.au

**REQUESTED INFORMATION**

1 Plans attached are amended: Original Plans submitted 24th April, 2018

2 Duration of works is expected to be 4 weeks

3 Anticipated Sub-Contractors for the works are:

Trinity Plumbing, Bexley
KGF Carpentry, Banksia
Sydney Electrical Services, Waverley
Xu Yum Tiling, Hurstville
Moon Painting Service, Oatlands

4 Waste material will be carried to the rear entrance and placed immediately into a ute or small truck to be removed to Waste Transfer Station at Rockdale.
(NB small, loose & dusty material will be bagged prior to removing from Unit.)

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S.P. 15828

# PROPOSED RENOVATION

10/175-183 DARLINGHURST RD
DARLINGHURST
"Hacklon Hall"

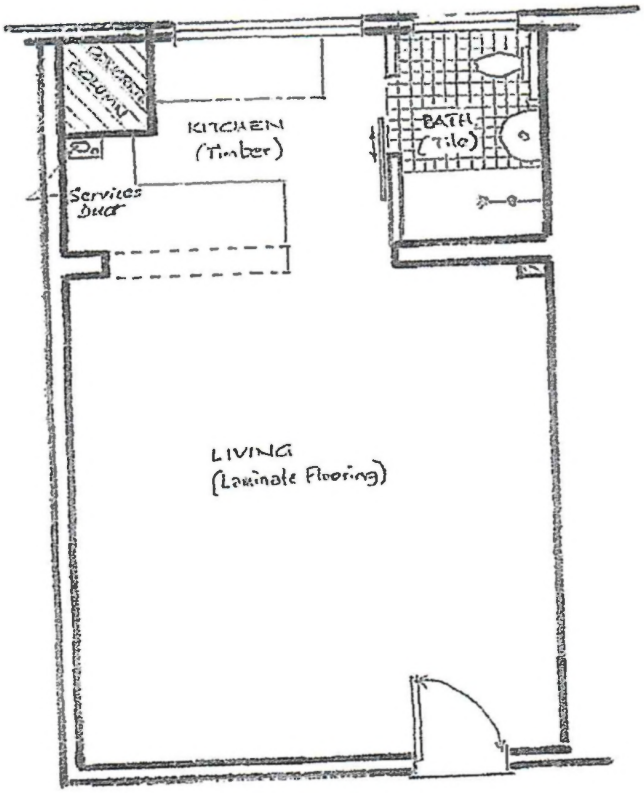



DIAGRAM 1:
- EXISTING FLOOR PLAN

SCOPE OF WORKS - PART 1

1 Remove kitchen cabinetry, appliances & services
2 Remove bath, toilet suite & basin
3 Remove 1m high wall between kitchen & living room
4 Remove laminate flooring in living room to reveal original timber flooring
5 Remove existing pendant light fittings

for: NOBLE WISE SOLUTIONS PTY LTD
AS KEYS FAMILY TRUST

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S.P. 15828

# PROPOSED RENOVATION

10/175-183 DARLINGHURST RD
DARLINGHURST
"Hacklon Hall"

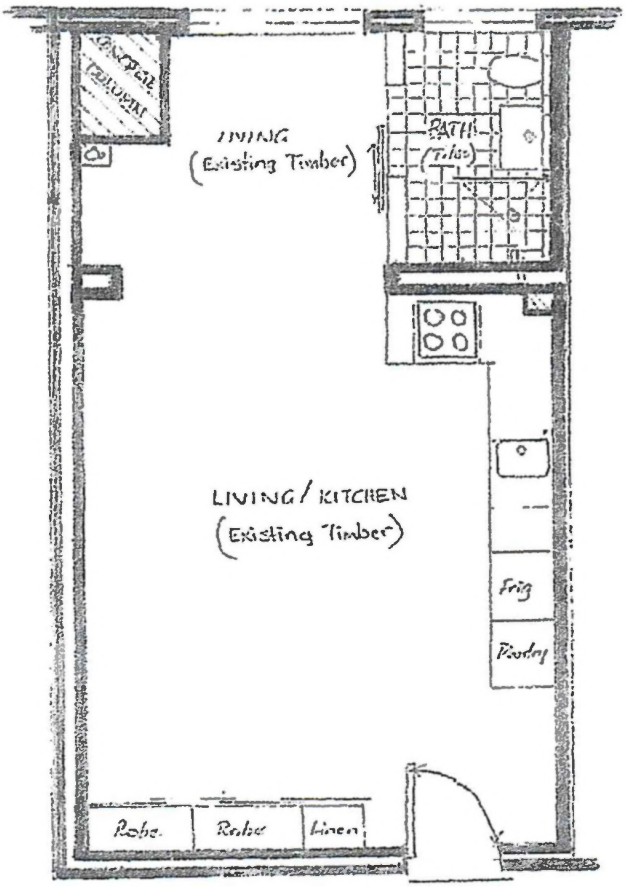



DIAGRAM 2:

- PROPOSED FLOOR PLAN

SCOPE OF WORKS - PART 2

1 Construct 300mm high timber-framed hob as shown to conceal services to & from sink
2 Install following as shown :-
*new kitchen cabinetry, appliances & services; linen & wardrobe
*toilet suite, vanity, shower glass & tapware
*ceramic wall & floor tiles over existing
*new pendant light fittings throughout
3 Sand, stain & polycoat original timber floor
4 Paint ceiling, walls & woodwork throughout

for: NOBLE WISE SOLUTIONS PTY LTD

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## Special By-Law 4 – Works To Lot 15 (AN822270H)

### PART 1

### PREAMBLE

1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act* 2015.
1.2 The purpose of the by-law is to confer on the owner the right to carry out works to their lot and common property as set out in this by-law.
1.3 The rights conferred by this by-law shall endure for the benefit of the owner.

### PART 2

### DEFINITIONS & INTERPRETATION

**Definitions**

2.1 In this by-law, unless the context otherwise requires or permits:
(a) **Act** means the *Strata Schemes Management Act 2015*;
(b) **Authority** means any government, semi-government, statutory, judicial, quasi- judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal;
(c) **Building** means the building situated at 179 Darlinghurst Road, Darlinghurst NSW 2010;
(d) **Lot** means lot 15 in Strata Plan No 15828; and
(e) **Works** means the works to be undertaken by the owner as indicated in quotations and scope of works by Bathroom King, Tilecraft and Just Bathroomware collectively marked **Annexure A** hereto, including but not limited to the following:
  (i) replacement of existing bathroom, including:
    (I) adding of new fittings and finishes such as tapware, joinery, toilet cistern, shower screen and bathtub;
    (II) replacement of floor tiles, wall tiles and waterproofing membrane;
    (III) associated plumbing work (including the relocation of drainage pipes);
    (IV) associated electrical work;
    (V) installation of new false gyprock ceiling;
    (VI) new coat of paint; and
    (VII) any ancillary work to the above.

**Interpretation**

2.2 In this by-law, unless the context otherwise requires or permits:
  (a) the singular includes the plural and vice versa;
  (b) any gender includes the other genders;
  (c) any terms in the by-law will have the same meaning as those defined in the Act;
  (d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the owners corporation from time to time;
  (e) references to legislation include references to amending and replacing legislation;
  (f) a reference to the owner includes any of the owner's executors, administrators, successors, permitted assigns or transferees;
  (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 15828 and this by-law, the provisions of this by-law shall prevail; and
  (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

### PART 3

### GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the owner shall have:

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(a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and
(b) a special privilege to carry out the Works to and on the common property.

## PART 4

## CONDITIONS

**Before commencement**

4.1 Before commencing the Works, the owner must submit the following to the owners corporation, for the owners corporation's approval:
(a) details of the proposed dates of commencement and completion of the Works;
(b) all completed plans for the Works;
(c) a copy of all certificates of insurances by the owner's contractor, including but not limited to:
(i) Contractor's All Risk insurance with public liability in the sum of $20,000,000.00;
(ii) Insurance under the *Home Building Act 1989* (NSW) where applicable (nominating the owners corporation as a beneficiary); and
(iii) Workers compensation insurance;
(d) a copy of the licence details and certification of the contractor engaged by the owner to carry out the Works;
(e) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*; and
(f) upon request by the owners corporation, a dilapidation report:
(i) in writing;
(ii) prepared by a structural engineer who is approved by the owners corporation; and
(iii) incorporating photographs of all areas of the Building which may be affected by the Works; and
(g) upon request by the owners corporation, a report from a suitably qualified consultant approved by the owners corporation setting out the impact of the Works on the structural integrity of the Building.

4.2 At least 48 hours prior to the commencement of the Works, the owner shall arrange with the owners corporation:
(a) suitable times and method for the owner's contractor to access the Building; and
(b) suitable times and method for the parking of vehicles by the owner's contractor whilst the Works are being carried out.

**Performance of the Works**

4.3 In performing the Works, the owner must:
(a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the owners corporation;
(b) protect all areas of the Building, both internal and external to the Lot, from damage:
(i) by the Works;
(ii) by the transportation of construction material, equipment, debris and other material associated with the Works; and
(iii) by the removal of any part of the Works.
(c) keep all areas of the Building outside the Lot clean and tidy;
(d) only perform the Works at the following times:
(i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
(ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
(iii) for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);

(e) provide to the owners corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;

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(f) not carry out the Works on Sundays and public holidays;
(g) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
(h) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
(i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
(j) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the owners corporation's directions;
(k) comply and ensure that the owner's contractor complies with all requirements, directions and orders of the owners corporation and any Authority;
(l) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and
(m) not vary the Works without first obtaining the consent in writing of the owners corporation.

4.4 The Works shall be carried out:
(a) in a proper and workmanlike manner;
(b) in accordance with the provisions of all applicable building codes and standards;
(c) in accordance with the drawings and specifications approved by an Authority where applicable and the owners corporation;
(d) in accordance with the *Home Building Act 1989* (NSW);
(e) using materials that are new and fit for the purposes to which those materials are put;
(f) by appropriately licensed contractors;
(g) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
(h) in a manner so as to result in the Works being reasonably fit for occupation.

**Completion of the Works**

4.5 Upon completion of the Works, the owner must, without unreasonable delay:
(a) notify the owners corporation in writing that the Works have been completed;
(b) provide to the owners corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and
(c) upon request by the owners corporation, provide to the owners corporation a copy of a certification from a suitably qualified consultant or engineer approved by the owners corporation, confirming that:
(i) the Works have been completed in a satisfactory manner and in accordance with this by-law; and
(ii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

**Default**

4.6 Should the owner fail to comply with any obligation under this by-law:
(a) the owners corporation may request, in writing, that the owner complies with the terms of the by-law and the owner must take all reasonable steps to comply with the owners corporation's request;
(b) without prejudice to any other rights, the owners corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the owner's breach of this by-law;
(c) the owner shall indemnify the owners corporation against any liability, costs, loss or expense incurred by the owners corporation should the owners corporation be required to carry out any work to rectify the owner's breach of this by-law; and
(d) the owners corporation may recover from the owner, as a debt in a forum of competent jurisdiction, all of the owners corporation's reasonable costs incurred by the owners corporation arising out of or in relation to the owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the owners corporation reasonably incurred in recovering such debt.

**Ongoing Responsibilities and Indemnity**

4.7 The owner must:

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(a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
(b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and
(c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

4.8 The owner must provide the owners corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the owners corporation.

4.9 The Works shall remain the property of the owner.

4.10 The owner must indemnify the owners corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works.

**Cost of By-law, Approvals and Certification**

4.11 The owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the owners corporation pursuant to this by-law, including but not limited to:
(a) the drafting and consideration of this by-law;
(b) approving any plans, drawings or other documentation for the Works; and
(c) obtaining and considering any certification in relation to the Works.

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Annexure A

bathroom
KING

RR Manuel & Co Pty Ltd
ABN 55 001 963 111
Address PO Box 270
Mob 0418 227 448
Email

27/03/2018

Ms. Carole Foot
15/ 179 Darlinghurst Rd
Darlinghurst NSW 2010

Dear Carole

**Re: Scope of works for bathroom renovation**
**At 15/ 179 Darlinghurst Rd.Darling hurst.**

**For consent of *Strata owners Corporation* minor renovation to Bathroom.**

To remove all Pc. Items, wall & floor tiles.
To remove bath. There has been water ingress in bathroom showing sign of dampness on the wall behind the bathroom.
To supply & install new Hot & cold water copper tube to Basin, Shower & WC.
To re adjust drainage pipes for bath & Basin.
To re cement render brick walls.
Tosupply and install new timber battens for villa board sheets.
To waterproof complete bathroom (shower walls & bathroom floor)
Installation of wall tiles up to ceiling hight (Approximately 2.4 M high.)
Installation of floor tiles.
To supply & install new false Gyprock ceiling.
Installation of All PC. Items eg.(WC. V/basin, shower taps &. Rose,
Towel Rail, Toilet Roll holder And shaving cabinet
Removal of all rubbish from site.

**Total cost Material & labour** **$ 19,824.00 + GST**

Yours Truly

RR Manuel & Co Pty Ltd
T/As Bathroom King

Ross Manuel

All PC. Itemes supplied by owner.
Payments: 10% deposit,40% after cement rendering,40%after tiling &10% final payment.

Bank CBA
BSB 062 173
Account 10221295

FOR ALL WORK AND MATERIALS SUPPLIED AS PER THIS QUOTATION WE WILL ALLOW A 7 DAY PERIOD FOR ACCEPTANCE

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# TILECRAFT Crows Nest

ABN 36 121 554 710
129 Willoughby Road CROWS NEST NSW 2065
Phone: 02 9437 9955 Fax: 02 9437 9966
Email: tilecrowsn@tpg.com.au

| | | | |
|---|---|---|---|
| Quotation No: | Q 210318 | Sales Person: | JOE |
| Date : | Wednesday, 21 March 2018 | | |
| Customer Name: | CAROL FOOT | Contact: | Ross |
| Address : | DARLINGHURST | Mob: | 0418 222 448 |
| Tel : | | Email : | info@bathroomking.cor |

| Quantity | Description | Unit Price | U/M | Total |
|---|---|---|---|---|
| | Wall | | | |
| 17.28 | TSEW-0909 400x600 Satin White | $44.00 | m2 | $760.32 |
| | 1carton=1.92 6pcs 9cartons=17.28 | | | |
| | Floor | | | |
| 3.96 | TABP-6131 297x297 Pietra W Silver Matt | $65.00 | m2 | $257.40 |
| | (1carton=.9m2=11pcs) 4carton= 3.96 | | | |
| 1 | Wall Grout 15kg # 01 white | $30.00 | ea | $30.00 |
| 1 | Floor Grout 1.5kg # 49 Light grey | $10.00 | ea | $10.00 |
| 2 | AA 3mX12mm white | $22.00 | ea | $44.00 |
| 1 | Pallet delivery with fork lift CITY | $250.00 | ea | $250.00 |
| | 30% deposit when order is placed and full payment required on pick up or delivery. | | | |
| | All care taken but no responsibility on measuring ( check with a tiler ) | | | |
| | TOTAL GST INCLUSIVE | | | $1,351.72 |

Products quoted are subject to availability

| | | | |
|---|---|---|---|
| Quotation Valid until | 30 DAYS | Sales Person's Signature | Joe |

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Just BATHROOMWARE
my bathroom. my style

P: 02 9436 3636
F: 02 9436 4999
E: info@justbathroomware.com.au

115 Alexander Street,
Crows Nest, NSW 2065
ABN 74 056 661 228

21 March 2018

Quote No. 71157

Your Ref / Order No.
Salesperson: Juno Alvaro

To:

Bathroom King
Dulwhghurst

**TO ENSURE DELIVERY OF HEAVY ITEMS (i.e. BATHS, VANITIES) PLEASE ENSURE APPROPRIATE HELP IS ON SITE TO ASSIST IN UNLOADING GOODS IN THE EVENT NO HELP IS PRESENT DELIVERY WILL BE RE-SCHEDULED TO A LATER DATE AND WILL INCUR AN ADDITIONAL DELIVERY CHARGE.**

| Description | Colour | QTY | UNIT PRICE (INC GST) | TOTAL (INC GST) |
|---|---|---|---|---|
| CITY PLUS BLISS SHOWER ROSE & ARM | CHROME | 1 | $167.20 | $167.20 |
| CITY STIK WALL MIXER SQUARE PLATE | CHROME | 1 | $350.10 | $350.10 |
| MINUS TOILET ROLL HOLDER LEFT FACE | CHROME | 1 | $74.70 | $74.70 |
| MINUS ROBE HOOK | CHROME | 3 | $35.10 | $105.30 |
| CITY STIK BASIN MIXER CURVED SPOUT | CHROME | 1 | $374.40 | $374.40 |
| GLACIER CERAMIC 600mm 2 DOORS WALL HUNG | N/A | 1 | $575.10 | $575.10 |
| 32mm POP DOWN PLUG & WASTE (BASIN) | CHROME | 1 | $69.00 | $69.00 |
| ARCHITECTURA BTW TOILET SUITE | N/A | 1 | $999.00 | $999.00 |
| BERMUDA MEGA SQUARE FLOOR WASTE 100mm | CHROME | 1 | $75.00 | $75.00 |
| PER DELIVERY (SYDNEY METRO) | N/A | 1 | $80.00 | $80.00 |

*Conditions:* Unless otherwise stated, all quotations will remain valid for a period of 30 calendar days from date of original quotation. Prices quoted are only valid if the full quotation is accepted or otherwise agreed by Just Bathroomware. All quotations are subject to withdrawal or change at any time until the purchaser's order has been received and accepted. Just Bathroomware reserves the right at all times to alter prices without notice. A 50% deposit is required to proceed with any order. Avoid Disappointment & Additional Costs - Please verify your exact selection specifications with your designer, builder or tradesperson before work commences to avoid any error.

DIRECT DEPOSIT DETAILS - National Australia Bank BSB No: 082 057 Account No: 83031 4401

| | |
|---|---|
| GST COMPONENT | $260.90 |
| TOTAL (Incl GST) | $2,869.80 |

Quote QLF Printed: 19/03/2018 10:27:54 AM Page 1 of 1

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

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**Special By-Law 5 – Minor renovations by owners – delegation of functions (AN822270H)**

The owners corporation:

a) **Specially resolved that** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of *the Strata Schemes Management Act 2015* (NSW):

Special by-law 6 – Minor renovations by owners – delegation of functions

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

b) **Resolved that** to delegate its functions to the strata committee in accordance with the by-law made in (a).

**Special By-Law 6 – Lot 11 Works – Bathroom Renovations (AQ942671)**

**Purpose of By-law**

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

**Defined Terms and Interpretation**

(2) **"Act"** is the Strata Schemes Management Act 2015.
(3) **"Lot"** is lot 11 on the strata scheme.
(4) **"Owner"** means the owner or owners of the Lot from time to time on strata plan no.15828.
(5) **"Cosmetic Works"** means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.
(6) **"Minor Renovations"** means work items as defined in section 110 of the Act, under Regulation 28 of the Strata Schemes Management Regulation 2016 and pursuant to any Minor Renovations By-law applicable to the scheme.
(7) **"Special Privileges"** means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
(8) **"Works"** means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) to renovate the bathroom on the Lot as detailed below:
    (a) Remove existing vanity, toilet suite, shower screen and all other existing fixtures, fittings and accessories
    (b) Demolish floor and wall tiles back to concrete base and remove existing shower hobs
    (c) Grind back floor to facilitate new membrane
    (d) Undertake any plumbing rectification works as required. Note no structural plumbing works proposed
    (e) Remove and replace wall lining to facilitate repairs
    (f) Waterproof entire bathroom floor and shower area walls, including application of 1 x coat primer and 2 x coat waterproof to areas as required
    (g) Lay sand cement screed with all appropriate fall to floor wastes
    (h) Install new floor and wall tiles
    (i) Grout and silicon new tiled areas
    (j) Install new fixtures, fittings and accessories, including shower head, vanity, shower screen, toilet suite and new mixers
(9) In this Common Property Rights By-law, unless the context otherwise requires:
    (a) headings do not affect the interpretation of this Common Property Rights By-law;
    (b) words importing the singular include the plural and vice versa;
    (c) words importing a gender include any gender;

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(d) words defined in the Act have the meaning given to them in the Act; and
(e) references to legislation includes references to amending and replacing legislation.

(10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By- law prevails.

**Grant of Special Privileges**

(11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

**CONDITIONS**

**Before undertaking Works**

**Planning, Approvals and Certificates**

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

(13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

**Specification of Works**

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

**Carrying out the Works**

**Hours of Works**

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

**Compliance with Codes**

(16) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(17) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

**General Conditions**

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

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

**After Completion of the Works**

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

**Owner's Enduring Obligations**

**Maintenance and Repair**

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

**Liability and Indemnity**

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

**Repair of Damage**

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

**Breach of By-law**

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

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**Costs of this By-Law**

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

**Special By-Law 7 – Lot 4 Works**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 4 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

   (a) In the bathroom, the replacement of tiles and waterproofing membrane with new, the replacement of shower over bath with walk in shower and screen, the replacement of the basin and toilet with new, with plumbing to remain in current general locations;

   (b) In the kitchen, the moving of plumbing to the opposite wall of where presently situated;

   (c) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraphs (a) and (b).

2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.

3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

**SCHEDULE OF CONDITIONS**

4. In this schedule:

   (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 (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

   (c) "**Lot**" means lot 4;

   (d) "**work**" means the work referred to in clause 1 of this by-law;

   (e) Unless the context or subject matter otherwise indicates or requires:

      (i) Reference to the singular includes the plural and the plural includes the singular;

      (ii) "Including" and similar expressions are not words of limitation;

      (iii) Headings are for convenience only and do not affect the interpretation of this by-law;

      (iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

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## Before work is carried out

5. Before carrying out work, the owner must:

   (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.

   (b) Give to the owners corporation evidence that those persons carrying out the work has:

      (i) Any requisite current licence to conduct the work;

      (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $10,000,000);

      (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;

      (iv) Workers compensation insurance if required by law;

   (c) Give to the owners corporation, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

   (d) If requested by the owners corporation:

      (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely after the structural integrity of the building, such certification to be in favour of the owners corporation;

      (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the nature of the proposed works, such a report to be in writing, undertaken no later than 2 weeks before the commencement of works and include photographs of any area of the building that may be affected by the work;

## When work is being carried out

6. When carrying out work, the owner must:

   (a) Comply with any condition or requirement of any Authority;

   (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

   (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;

   (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

   (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

   (f) In the absence of any limitation imposed by any Authority, only perform noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7:30am and 5:30pm Monday to Friday 7:30am to 3:30pm on Saturdays only and not on a public holiday;

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(g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

(i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(j) Remove rubbish from the building arising as a result of the works and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in

(k) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(l) Not use common property power;

(m) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee to the lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If required by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

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Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:

   (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
   (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

   (a) Performance of the work;

   (b) Use of the work;

   (c) Failure to comply the duty to maintain, repair, renew or replace;

   (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

   (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Breach of this by-law

13. If the owner fails to comply or breaches any part of this by-law, then the owners corporation may:

   (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

   (b) If the owner fails to comply with the request in sub clause (a):

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(i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

(ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

(iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

14. With the exception of the cost of replacing the waterproofing membrane (which is at the cost of the owners corporation), the owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

The seal of The Owners-Strata Plan No 15828 was affixed on 17/2/22 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]: REGINE BRIGHT

Authority: STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN No. 15828 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

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## Approved Form 23

### Attestation

The seal of The Owners - Strata Plan No 15828 was affixed on ^ 17/2/22 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: [signature] Name: TREVOR BLIGHT Authority: STRATA MANAGING AGENT

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

^ Insert appropriate date

THE OWNERS - STRATA PLAN No. 15828 Common Seal

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

+61 2 9265 9333
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

# PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

| | |
|---|---|
| **Applicant:** | INFOTRACK PTY LIMITED |
| **Your reference:** | 2631786M NSW |
| **Address of property:** | 175-183 Darlinghurst Road , DARLINGHURST NSW 2010 |
| **Owner:** | THE OWNERS - STRATA PLAN NO 15828 |
| **Description of land:** | Lot 1 DP 611590, Lots 1-23 SP 15828 |
| **Certificate No.:** | 2024327921 |
| **Certificate Date:** | 26/10/26 |
| **Receipt No:** | APC-776930 |
| **Fee:** | $73.00 |
| **Paid:** | 26/10/26 |

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer
per **Monica Barone**
*Chief Executive Officer*

**CERTIFICATE ENQUIRIES:**
Ph: 9265 9333

## PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

## MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).

## DEVELOPMENT CONTROLS

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

## ZONING

**Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**
• To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
• To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
• To minimise conflict between land uses within this zone and land uses within adjoining zones.
• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
• To ensure land uses support the viability of nearby centres.
• To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**
Home occupations

**3 Permitted with consent**
Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

**4 Prohibited**
Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

## PROPOSED ZONING

This property is not affected by a draft zone.

## LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.**

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

**Planning Proposal: Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023**

This Planning Proposal – Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023 (planning proposal) details the intent and justification for the proposed amendments to Sydney LEP 2012 and Sydney Local Environmental Plan 2013 (Green Square Town Centre) 2013 and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (Green Square Town Centre LEPs).

**Sydney Development Control Plan 2012: Policy and Housekeeping - Amendments**

The purpose of this draft development control plan (DCP) is to amend the Sydney Development Control Plan 2012 with updates to better support the City's strategic priorities of housing, greening, parking, sustainability and amenity.

**Draft Sydney Development Control Plan 2012: All-electric development**

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development Control Plan 2012 to insert new provisions that:

(a) continue to restrict the use of indoor gas appliances (cooktops, ovens and space heaters) in new residential accommodation for applications lodged after 31 December 2025;

(b) require the erection of new prescribed office premises, residential accommodation, prescribed hotel or motel accommodation and prescribed serviced apartments to be fully electric for applications lodged after 31 December 2026;

(c) clarify how the all-electric requirement applies to food and drink premises within affected development; and

(d) clarify how development applications can demonstrate that a building is designed to

support all-electric appliances and systems.

**Planning Proposal - Affordable Housing Contributions Review - Sydney Local Environmental Plan 2012, Sydney Local Environmental Plan (Green Square Town Centre) 2013, Sydney Local Environmental Plan (Green Square Town Centre - Stage 2) 2013 and Draft City of Sydney Affordable Housing Program 2024**

The City is proposing changes to the City of Sydney affordable housing program which applies to all development applications in our local area. The proposed changes will:

- increase the equivalent cash contribution rates (dollar rates);
- require the local government area wide contribution to be a cash contribution, and remove the option to dedicate built dwellings
- simplify the rezoning contribution requirement and require the dedication of built dwellings where appropriate.

**Planning Proposal: Special Entertainment Precincts**

The objectives of this planning proposal are to:

- Amend the Sydney LEP 2012 to designate the subject areas as special entertainment precincts.
- Amend the Green Square Town Centre Sydney LEPs 2013 to designate the subject areas as special entertainment precincts.
- Amend the Eastern Harbour City SEPP 2021 to designate the subject areas as special entertainment precincts.
- Give effect to the draft Special Entertainment Precincts Management Plan and Sydney DCP 2012 amendment.

**Draft Sydney Development Control Plan 2012 – Special Entertainment Precincts**

The purpose of this Development Control Plan (DCP) is to amend Sydney Development Control Plan 2012.

The amendment makes changes to the existing late night trading and entertainment sound management provisions to support the objectives of Planning Proposal – Special Entertainment Precincts.

## HERITAGE

**Conservation Area**

*(Sydney Local Environmental Plan 2012)*

This property has been identified as land within a Heritage Conservation Area.

**State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au or https://legislation.nsw.gov.au/browse/inforce*

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

This state-wide Policy outlines development standards for exempt and complying development codes in New South Wales. Exempt development is a type of development which is of minimal environmental impact that may be carried out without the need for development consent. Complying development is a type of development that may be carried out in accordance with a complying development certificate.

**State Environmental Planning Policy (Housing) 2021**

This state-wide Policy provides additional planning provisions for types of residential development including:
- affordable and diverse housing such as boarding houses, co-living housing, build-to-rent, housing for seniors and people with a disability, caravan parks, and temporary emergency accommodation
- design of residential apartment development
- transport oriented development
- low and mid rise housing

**State Environmental Planning Policy (Planning Systems) 2021**

This state-wide Policy provides pathways for the declaration of:
- State significant development
- State significant infrastructure
- critical State significant infrastructure
- regionally significant development.

It also provides controls for development carried out on land owned by Aboriginal Land Councils.

**State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This state-wide Policy provides additional planning provisions for the clearing of vegetation in non-rural areas, protection for bushland in public open space zones, and for development within the Sydney Harbour Catchment.

**State Environmental Planning Policy (Resilience and Hazards) 2021**

This state-wide Policy provides additional planning provisions for hazardous and offensive industries, and for development within the coastal zone, including coastal wetlands, the coastal environment area and the coastal use area.

**State Environmental Planning Policy (Transport and Infrastructure) 2021**

This state-wide Policy provides additional planning provisions for infrastructure in New South Wales, including:
- cemeteries
- data centres
- educational establishments and child care facilities
- electricity generation, transmission or distribution
- emergency services
- flood mitigation and waterway management
- health services
- parks
- government buildings
- roads, railways and ports
- sewerage
- waste management
- water supply

**State Environmental Planning Policy (Industry and Employment) 2021**

This state-wide Policy provides additional planning provisions for advertising and signage.

**State Environmental Planning Policy (Resources and Energy) 2021**

This state-wide Policy provides additional planning provisions for mining, petroleum and other extractive industries (including sand, gravel, clay, turf, soil, rock, stone or similar).

**State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021**

This state-wide Policy provides additional planning provisions for State Significant Precincts within the City of Sydney including Darling Harbour, Walsh Bay, Redfern-Waterloo-Eveleigh, Moore Park, Sydney Opera House, Barangaroo and the Sirius building in the Rocks.

**State Environmental Planning Policy (Sustainable Buildings) 2022**

This state-wide Policy establishes minimum energy use and water performance standards performance standards for residential and non-residential buildings.

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**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)**

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

| | |
|---|---|
| ▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021 | **NO** |
| ▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 | **YES** |
| ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 | **NO** |
| ▪ Ultimo Pyrmont Local Infrastructure Contributions Plan 2023 – in operation 1 July 2026 | **NO** |

Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – Adopted 26 June 2023.

- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 and/or the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies. A Housing and Productivity Contribution may be payable to the NSW Government for certain new development. Details of this contribution are available here: https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au
- Certain sites in Ultimo-Pyrmont may be subject to the:
- - Pyrmont Peninsula Metro Special Infrastructure Contribution (SIC)
- - The Transport Project Component of the Housing and Productivity Contribution.

- - The Draft City of Sydney Ultimo Pyrmont Local Infrastructure Contributions Plan 2023, which was approved by Council on 27 October 2025 and is expected to come into force in 2026.
- For any information on whether additional contributions are payable on the site to which this planning certificate refers, please contact us through the City of Sydney website – www.cityofsydney.nsw.gov.au

## (4) Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note:** ***If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

**Housing Code & Industrial and Business Buildings Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Industrial and Business Buildings Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES.**

| | |
|---|---|
| ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Industrial and Business Buildings Code ). | **NO** |
| ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*. | NO |
| ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. | **NO** |
| ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*. | **NO** |
| ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area | **NO** |
| ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. | **YES** |
| ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. | **NO** |
| ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. | **NO** |
| ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. | **NO** |
| ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. | **NO** |
| ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. | **NO** |
| ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) | **NO** |
| ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. | **NO** |
| ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. | **NO** |

**Housing Internal Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

**Industrial and Business Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

**Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

**Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

**General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

**Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

## (5) Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note:** ***If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

**All Exempt and Complying Development Codes**

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

(1)

(a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

**NO**

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

**YES**

(3) In this section

***flood planning area*** has the same meaning as in the Floodplain Development Manual.

***Floodplain Development Manual*** means the *Flood Risk Management Manual* (ISBN 978-1-923076-17-4) published 30 June 2023 by the NSW Government.

***probable maximum flood*** has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

(a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and

(b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

## (11) Bush fire prone land

This land has not been identified as bush fire prone land under the Environmental Planning and Assessment Act 1979. If you would like further information visit https://datasets.seed.nsw.gov.au/dataset/bush-fire-prone-land.

## (12) Loose-fill asbestos insulation

This land is not listed on the Loose-fill Asbestos Insulation register. If you would like further information visit https://www.nsw.gov.au/housing-and-construction/safety-home/loose-fill-asbestos-insulation/loose-fill-asbestos-insulation-register.

## (13) Mine Subsidence District

No land in the City of Sydney LGA is declared to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act, 2017. If you would like further information visit https://www.nsw.gov.au/departments-and-agencies/subsidence-advisory/mine-subsidence-districts.

## (14) Paper subdivision information

Not Applicable.

## (15) Property vegetation plans

There are no property vegetation plans approved and in force within the City of Sydney LGA, under the Native Vegetation Act 2003, Part 4.

## (16) Biodiversity Stewardship sites

There are no biodiversity stewardship sites located within the City of Sydney LGA under the Biodiversity Conservation Act 2016, Part 5. If you would like further information visit https://www.bct.nsw.gov.au/resources/public-register-private-land-conservation-agreements.

## (17) Biodiversity certified land

There are no biodiversity certification orders applying to the City of Sydney LGA. If you would like further information visit https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity-offsets-scheme/biodiversity-certification/register-of-biodiversity-certification-orders.

## (18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

## (19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal

protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Note**. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotroplis

The State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the City of Sydney LGA.

(21) Development consent conditions for seniors housing

*State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

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

(1) The land to which the certificate relates is not subject to a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.

(3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

(4) In this section:

***former site compatibility certificate*** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

(23) Water or sewerage services

Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006

**Note—**

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

provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

(24) Special entertainment precincts

The land to which the certificate relates is not located within a Special Entertainment Precinct within the meaning of the Local Government Act 1993. If you would like more information visit https://www.planning.nsw.gov.au/policy-and-legislation/night-time-economy/special-entertainment-precincts

(25) Interim development in future infrastructure corridors

Section 4.7A of the State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to any land within the City of Sydney.

**Note**. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

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*PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:*

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

***For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.****Planning*

*certificate section 10.7 (2), local planning controls are available are available online at* www.cityofsydney.nsw.gov.au

**General Enquiries:**
**Telephone: 02 9265 9333**

**Town Hall House**
Level 2
Town Hall House
456 Kent Street
Sydney

9am – 5pm Monday - Friday

*State planning controls are available online at* www.legislation.nsw.gov.au

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*

*Chief Executive Officer*
*City of Sydney*
*G.P.O. Box 1591*
Sydney NSW 2000

End of Document

# Sewer Service Diagram

Application Number: 8005640329

H8.73.

**METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**

## SEWERAGE SERVICE DIAGRAM

Municipality of (Kings Cross) City of Sydney No. 286609

MEDGHER

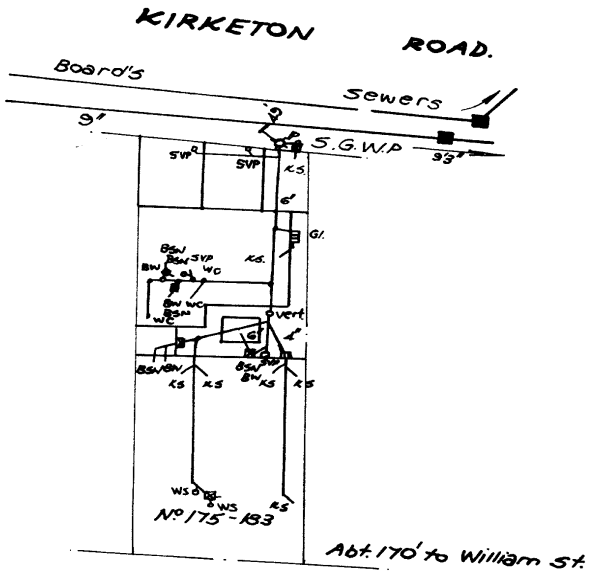
**SYMBOLS AND ABBREVIATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 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.




RATE No ..... W.C.S. ..... U.C.S. ..... 19 .....

SHEET No. 3813 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

| DRAINAGE | DATE | | PLUMBING | DATE |
|---|---|---|---|---|
| Supervised by ..... Inspector | / / | BRANCH OFFICE | Supervised by ..... Inspector | / / |
| Examined by ..... Chief Inspector | / / | Date / / | | |
| Tracing Checked ..... | / / | Outfall BN HL LL | | |
| | | Drainer ..... | | |
| | | Plumber ..... | | |
| | | Boundary Trap is/~~is not~~ required. | | |

D.O.C. 19-9-1916

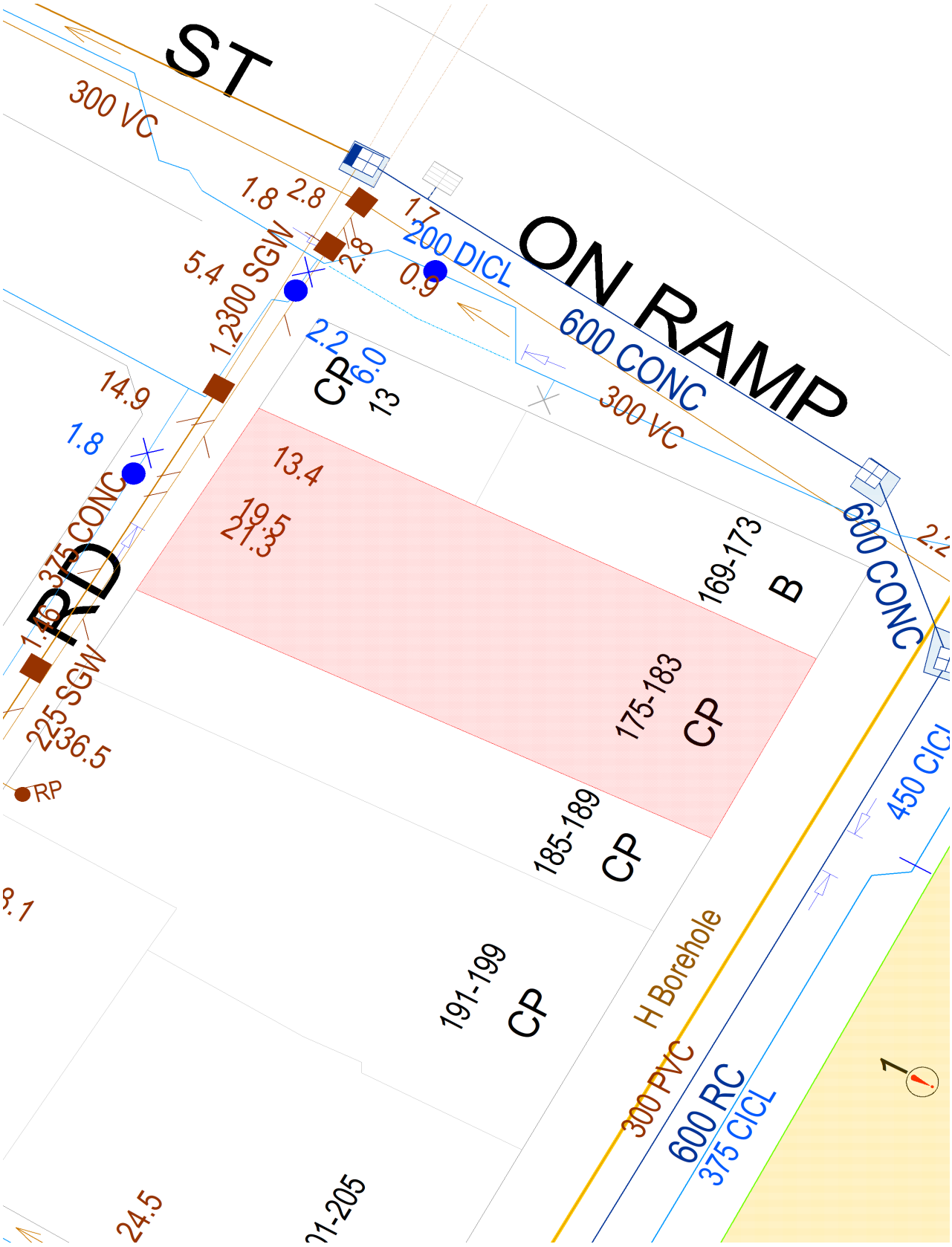
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**Disclaimer**
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service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

Sydney WATER

# Service Location Print

Application Number: 8005640370




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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
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

### Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

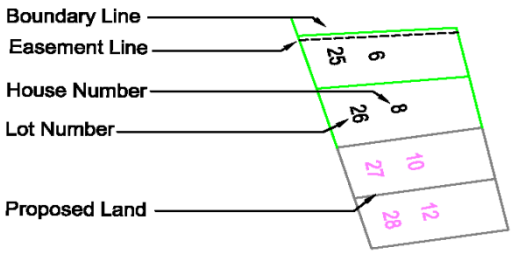
### Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

### Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

### Property Details




Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

### Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

### Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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## Pipe Types

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

## Further Information

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

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

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

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