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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Adrian William Real Estate** **270-276 King Street, Newtown NSW 2042** **Email: paul@adrianwilliam.com.au**	**Phone: 0411 453 294** **Ref: Paul Koulizakis**
co-agent		
vendor	**Adeline Lau** **22/30-44 Garden Street, Alexandria NSW 2015**	
vendor's solicitor	**Infinity Conveyancing** **PO Box 690, Five Dock NSW 2046** **Email: sebastian@infinityconvey.com.au**	**Phone: 0422 835 566** **Ref: 26-339**
date for completion	**Refer to clause 62** (clause 15)	
land (address, plan details and title reference)	**22/30-44 Garden Street, Alexandria NSW 2015** **Lot 22 in Strata Plan 74829** **Folio Identifier 22/SP74829**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or numbered: 1,2,6,8,9,10,33,34,35,53. other documents:	

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

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

exclusions

purchaser

purchaser's solicitor

price $

deposit $ (10% of the price, unless otherwise stated)

balance $

contract date

(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify:_____

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

Whelan Property Group Strata Management
277 Pyrmont Street, Ultimo NSW 2007
strata@whelanproperty.com.au
9219 4111

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SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

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

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 22/30-44 Garden Street, Alexandria NSW 2015, from **Adeline Lau**
   to
   in order that there is no cooling off period in relation to that Contract.

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

4. I have explained
   to :

   (a) The effect of the Contract for the purchase of that property;

   (b) The nature of this Certificate; and

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

Dated: _____

_____

Conditions of Sale by Auction

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

(1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—

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

(b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,

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

(d) if there is a disputed bid—

(i) the auctioneer is the sole arbitrator, and

(ii) the auctioneer's decision is final,

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

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

(g) a bid must not be made or accepted after the fall of the hammer,

(h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.

(2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—

(a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,

(b) subject to the condition prescribed by subsection (3)(a)—

(i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and

(ii) no other vendor bid may be made by the auctioneer or another person,

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

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

(a) more than 1 vendor bid may be made to purchase the interest of a co-owner

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

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

(d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.

(4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—

The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—

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

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

(c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

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

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

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

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

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

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

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

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

Purchaser's Acceptance of Discharges and Withdrawals

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

Whole of Agreement

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

Limit of Agent's Authority

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

Incapacity of Parties

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

Interest Payable on Delayed Completion

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

on termination of the Contract for breach by the purchaser.

Length of Notice to Complete

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

Legal Costs of Delayed Completion

39. If completion of this Contract does not take place on or before the completion date through no fault of the vendor, then the purchaser shall pay to the vendor as an adjustment on completion the sum of three hundred and thirty dollars ($330.00) inclusive of GST to cover legal costs and other expenses incurred by the vendor as a consequence of the delay. The purchaser hereby acknowledges that the interest rate stated in clause 36 and the costs and expenses aforesaid represent a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date and it is an essential term of this Contract that the interest and costs and expenses as provided by clause 37 and this clause.

Settlement Cancellation Charge

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

Condition of Property

41. The purchaser warrants to the vendor that:-

    a) the purchaser enters into this Contract solely in reliance upon his own inspection of the property or inspections made on the purchaser's behalf

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

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

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

Adjustments on Issue of Notice to Complete

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

Interpretation and Severability

43. a) If there is any inconsistency between the Standard Form Contract for the Sale and Purchase of Land and these Additional Clauses, these Additional Clauses prevail.

b) In this Contract unless the contrary intention appears, a reference to:

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

(ii) any gender includes all other genders;

(iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;

(iv) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns); and

(v) a body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity

as that body or authority.

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

Agent's Commission

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

Amendment to Standard Contract for the Sale and Purchase of Land

45. The following clauses comprised in this Contract shall be amended as follows:-

a) clause 7.1.1 is amended by deleting “5%” and inserting “any amount claimed”.

b) the words “on reasonable grounds” are deleted from clause 8.1.1.

c) clause 8.2.2 is deleted.

d) clause 10.1.8 is amended by deleting “substance” inserting “existence”.

e) clause 11 is deleted.

f) clause 12.1 and 12.2 are deleted.

g) clause 14.4.2 is deleted.

h) clause 14.8 is amended by deleting “or any adjoining footpath or road”.

i) clause 16.4 is deleted.

j) clause 17.3 is deleted.

k) clause 20.8 is deleted.

l) clause 23.9 is deleted.

m) clause 23.13 is deleted.

n) clause 23.14 is deleted.

o) clause 31.2 is deleted.

Adjustment for Water & Sewerage Usage

46. The vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:-

a) The number of unbilled days up to and including the adjustment date by;

b) The average charge per day for usage for the last period for which an account issued.

Pre Completion Inspection

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

Foreign Investment Review Board Approval

48. The purchaser acknowledges that the purchaser has warranted to the vendor:-

a) that the purchaser is resident or is a temporary resident in Australia (whether a natural person or a corporation):-

b) that the Foreign Takeovers Act, 1975 (Commonwealth) could not therefore apply to the purchaser or to this purchase.

c) in the event that the Foreign Takeovers Act, 1975 is found to apply to the purchaser and to this transaction, the purchaser will indemnify the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof and shall pay all such monies as would restore the vendor to the position the vendor would have enjoyed if that warranty had been correct.

This warranty and indemnity shall not merge on completion.

Guarantee

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

b) For purposes of this Contract "Covenantor" means the directors, those holding shares in the capital of the purchaser and the officers or persons who signed this Contract on behalf of the purchaser or who witness the fixing of the purchaser's common seal on this Contract. The obligations of those comprising the Covenantors shall be joint and several.

c) In consideration of the vendor at the request of the Covenantor entering into this Contract the Covenantor

i. Covenants with the vendor that the Covenantor will be with the purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this Contract; and

ii. Guarantee to the vendor the punctual payment of all money payable by the purchaser under this Contract and the performance of the terms and conditions of this Contract.

d) If for any reason this Contract is not enforceable by the vendor against the purchaser in whole or in part, the Covenantor shall indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this Contract been enforceable against the purchaser.

Release of Deposit

50. a) In the event that the vendor is purchasing another property then notwithstanding anything herein appearing the purchaser shall forthwith upon being requested in writing addressed to the purchaser or his/her solicitor/conveyancer authorising the depositholder to release the deposit or so much hereof as is required by the vendor to enable the vendor to pay the deposit on the property which they alone or with any other person is purchasing.

b) In the event that the vendor requires the use of the deposit, or part thereof, for the purpose aforesaid, the depositholder is hereby authorised by the parties to the Contract to release the deposit, or part thereof, to the vendor for such purpose or paid to the Revenue NSW for the payment of Stamp Duty.

Inclusions

51. a) The vendor does not make any representation or warranty about the state of repair or condition of the inclusions and the purchaser accepts

them in their state of repair and condition at the date of this Contract.

b) The vendor is not responsible for the loss of, damage to (other than loss or damage due to the act or default of the vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the date of this Contract.

Credit Code

52. The purchaser acknowledges that the vendor has entered into this Contract on the purchaser's warranty that:

a) the purchaser does not require credit in order to pay for the Property; or

b) if the purchaser requires credit in order to pay for the Property, the purchaser has obtained such credit on reasonable terms prior to the date of this Contract.

c) the purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the completion date.

Goods and Services Tax (GST)

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

Building Legislation Amendment (Smoke Alarms) Act 2005

54. a) The vendor discloses that to the best of their knowledge and belief the property complies with the Building Legislation Amendment (Smoke Alarms) Act 2005;

b) In the event that the property does not so comply then the purchaser shall be responsible after the date hereof for all and any works required to comply with the said Act and any regulations made under it;

c) No claim or requisition or delay in completion shall occur as a result of any non-compliance at the date of this Contract.

Section 52A

55. Subject to Section 52A of the Conveyancing Act 1919, as amended, and the regulations made there under:-

a) the vendor gives no warranty, undertaking or condition that the property is suitable for any purpose or usage, as a condition of the property or the

extent, nature or state of repair of any improvements thereon and the purchaser shall be deemed to have relied entirely upon his/her/their enquiries absolutely.

b) notwithstanding anything to the contrary herein contained the express or implied, the purchaser acknowledges by his/her/their execution hereof that he/her/their has satisfied himself/herself/themselves in all respects as to the zoning of the property and as to any restrictions imposed thereon by any Municipal, Shire, Government, Semi-government or other public authority and will raise no objection, requisition or claim for compensation in relation to any such matter as hereinbefore stated nor shall the purchaser have any right to rescind or terminate this Contract.

c) no objection, requisition or claim for compensation shall be made by the purchaser nor shall the purchaser have any right to rescind or terminate this Contract if it should be found that any boundary of the property be not fenced or that any boundary, wall or fence or any other part of the property shall not be upon or within such boundary.

d) the vendor shall not be required to establish any easement, right or privilege in respect of any service through upon, over or under the property. If any water or sewerage main or any stormwater pipe or drain passes through over or under the property, or if any sewer manhole or vent be upon or in the property, the purchaser shall not raise any requisition, objection or claim for compensation in respect thereof, nor shall the purchaser have any right to rescind or terminate the Contract.

Entitlement to Issue Notice to Complete

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

Any Boundary

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

Service Location Diagram and Sewer Service Diagram

58. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing referred to in the copy of the Service Location Diagram and/or the Sewer Service Diagram attached hereto and issued by Sydney Water.

Services

59. The purchaser shall take title subject to the existing water, sewerage and drainage, gas and electricity telephone or other installations services and utilities. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing disclosed and in respect of:-

a) the nature, location, availability or non –availability of any of them

b) any of them being a joint service with any other property

c) any service for any other property or any connections for any other property which pass through the property

d) any sewer or water main or connection which passes through in or over the property

e) any manhole or vent on the property; and

f) the absence of any rights or easements in respect of any of those installations or services or utilities or in respect of the mains, pipes or connections to or from the property for them.

Extension to Cooling-off Period

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

Section 184 Certificate

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

Completion

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/SP74829

SEARCH DATE	TIME	EDITION NO	DATE
10/8/2026	11:48 AM	8	26/9/2025

LAND

LOT 22 IN STRATA PLAN 74829
AT ALEXANDRIA
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ADELINE LAU (T AR331374)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74829
2 AV457593 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26-339... PRINTED ON 10/8/2026

* 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/SP74829

SEARCH DATE	TIME	EDITION NO	DATE
10/8/2026	11:48 AM	8	18/4/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74829
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ALEXANDRIA
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP74829

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 74829
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WHELAN PROPERTY GROUP
PO BOX 75
STRAWBERRY HILLS 2012

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AB343096 POSITIVE COVENANT
3 SP74829 EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 AN36534 INITIAL PERIOD EXPIRED
5 AT985560 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74829

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	243	2	243	3	243	4	243
5	243	6	243	7	243	8	243
9	243	10	243	11	243	12	243
13	170	14	170	15	170	16	170
17	170	18	170	19	189	20	189
21	248	22	248	23	300	24	247
25	247	26	247	27	247	28	247
29	247	30	247	31	247	32	247
33	SP77134	34	192	35	174	36	174
37	174	38	174	39	174	40	174
41	194	42	194	43	SP77134	44	218

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP74829 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 74829

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
45	415						

STRATA PLAN 77134

LOT	ENT	LOT	ENT
46	190	47	220

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 10/08/2026 11:48:32

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Strata Certificate

~~*Name of Council/*Accredited Certifier~~.....being satisfied that the requirements of the *Strata Schemes (Freehold Development) Act 1973 or ~~*Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

*strata plan/~~*strata plan of subdivision~~

illustrated in the annexure to this certificate.

*the accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

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

*The council does not object to the encroachment of the building beyond the alignment of .....

*The accredited certifier is satisfied that the the building complies with a relevant development consent in force that allows the encroachment.

*This approval is given on the condition that the use of lot(s) .....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or *section 68 of the Strata ~~Schemes (Leasehold Development) Act 1986~~

*Complete or delete if applicable

Date 8/4/05

Subdivision No. 107/2005

Accreditation No. PSOA OCC 5

Relevant Development Consent No. D/2002/1154

Issued By CITY OF SYDNEY

.....

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

Surveyors Certificate

I, MARK JOHN ANDREW

of LEVEL 5, 17 RANDLE STREET SURRY HILLS NSW 2010

a surveyor registered under the Surveying Act 2002, hereby certify that:

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

(2) ~~*(a) the building encroaches on a public place:~~
~~(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate easement:~~
~~*has been created by registered .....~~
~~*is to be created under section 88B of the Conveyancing Act, 1919~~

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

Signature: M. J. Andrew

Date : 1/03/2005

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

THIS IS SHEET 1 OF MY PLAN IN 8 SHEETS

~~*Model By-laws adopted for this scheme~~
~~Keeping of Animals : Option A/B/C~~
* Schedule of By-laws in 6 sheets filed with plan
~~* No By-Laws apply~~
*Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 1 DP 1080254

L.G.A.: CITY OF SYDNEY Suburb/Locality: ALEXANDRIA

Parish: ALEXANDRIA County: CUMBERLAND

SP74829

Registered : 6.5.2005

Purpose : STRATA PLAN

Ref. Map : SOUTH SYDNEY SH.10 #

Last Plan : DP1080254

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

THE OWNERS-STRATA PLAN No. 74829
No 30-44 GARDEN ST. ALEXANDRIA N.S.W. 2015

FOR LOCATION PLAN SEE SHEET 2

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

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

1. EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES

DIRECTOR

SECRETARY

GARDEN STREET PTY LIMITED A.C.N. 101 153 575 COMMON SEAL

EXECUTED BY CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136 BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE

THEODOR MOCHA

Full Names

PURSUANT TO POWER OF ATTORNEY OF WHICH THEY HAVE NO NOTICE OF REVOCATION IN THE PRESENCE OF:

Witness Lauren Lao

Signature

Signature

BOOK 4288 NO 968

AMENDED 9.5.05

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UE	LOT No	UE	LOT No	UE
1	243	16	170	31	247
2	243	17	170	32	247
3	243	18	170	33	192
4	243	19	189	34	192
5	243	20	189	35	174
6	243	21	248	36	174
7	243	22	248	37	174
8	243	23	300	38	174
9	243	24	247	39	174
10	243	25	247	40	174
11	243	26	247	41	194
12	243	27	247	42	194
13	170	28	247	43	218
14	170	29	247	44	218
15	170	30	247	45	415
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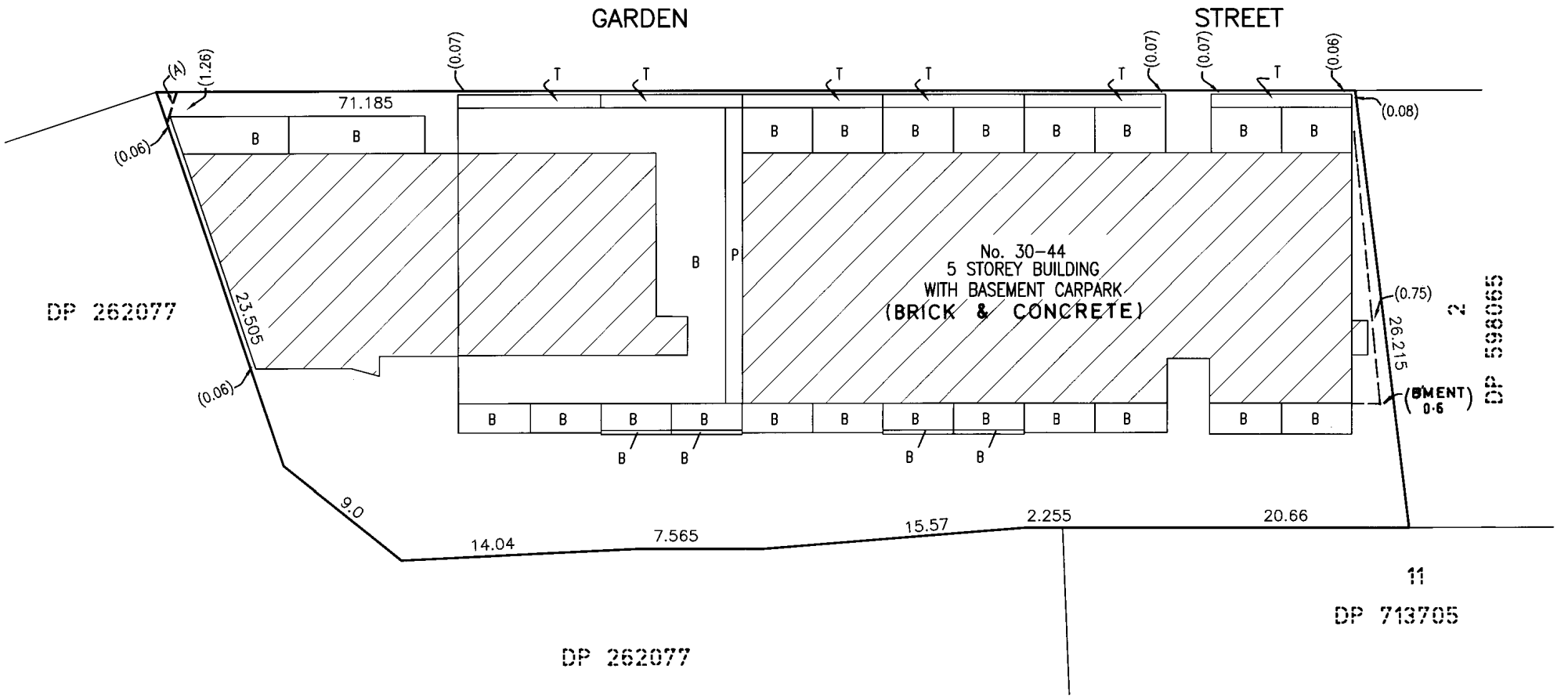
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SP74829

LOCATION PLAN



B DENOTES BALCONY

T DENOTES TERRACE

P DENOTES PLANTER

(A) DENOTES EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION)

Reduction Ratio 1 : 250 Lengths are in metres

M. S. Adam
Registered Surveyor

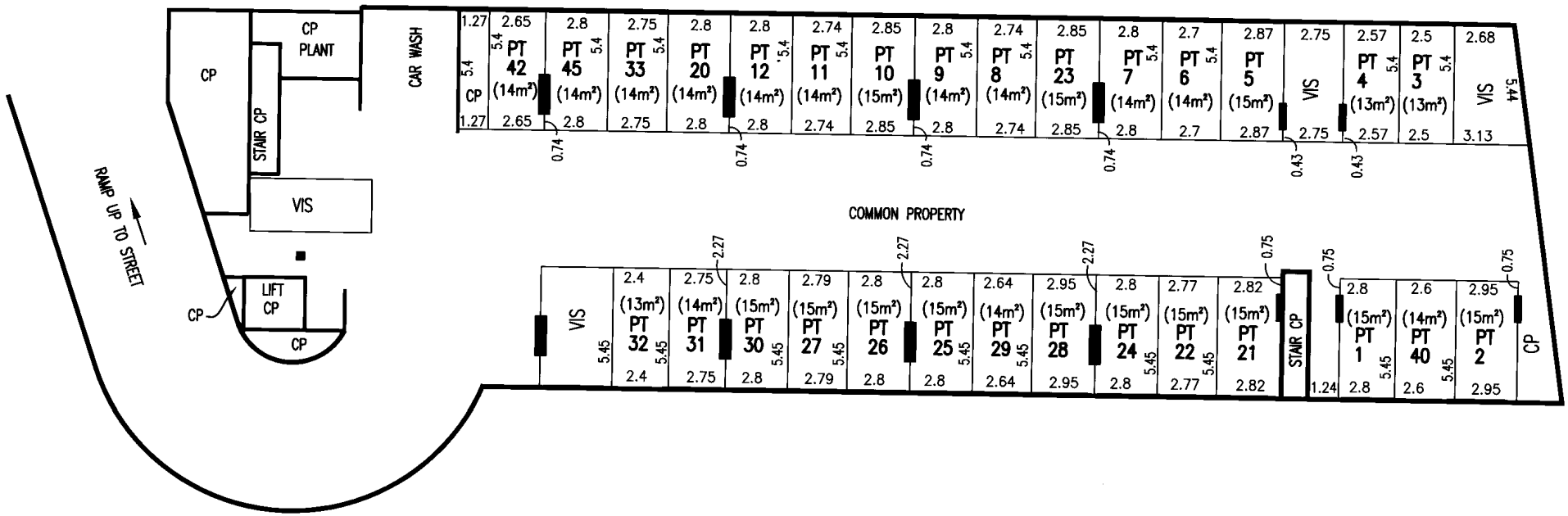
Authorised Person/General Manager/Accredited Certifier

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BASEMENT

SP74829



CP DENOTES COMMON PROPERTY

VIS DENOTES COMMON PROPERTY VISITOR CAR SPACES

CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINES OF CENTRES OF COLUMNS & DIMENSIONS AS SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Lowe
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

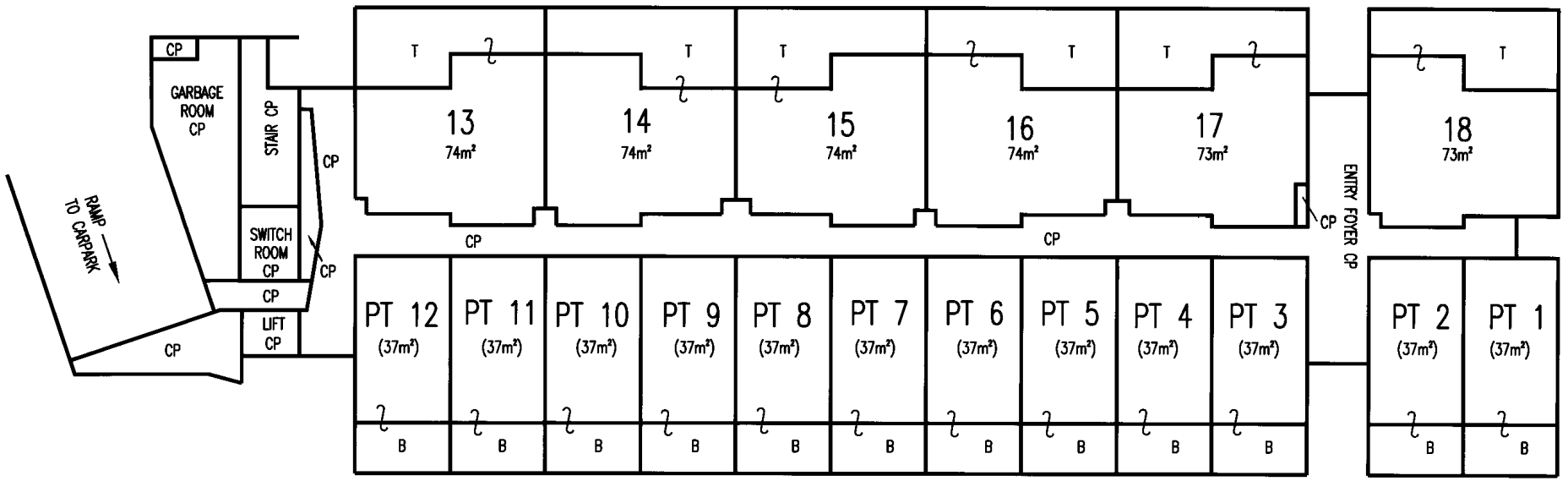
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LEVEL 1

SP74829



T DENOTES TERRACE LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY AND INCLUDE BALCONIES & TERRACES WHERE SHOWN

SHUTTERS/LOUVRES ON BALCONIES ARE COMMON PROPERTY.

CP DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

M. J. Adam
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

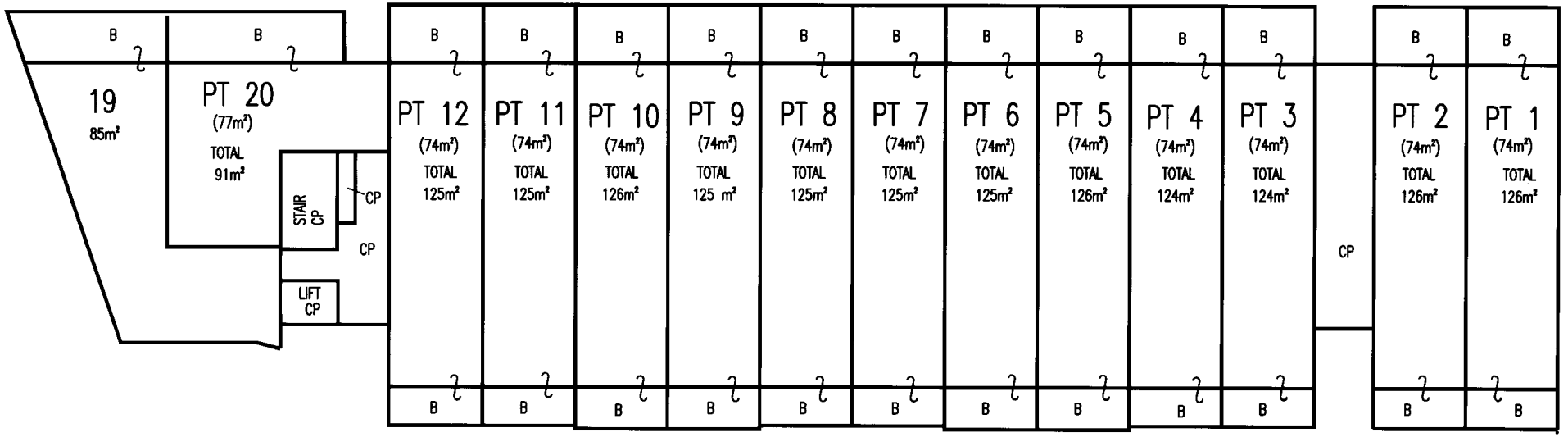
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SP74829

LEVEL 2



CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY AND INCLUDE BALCONIES WHERE SHOWN

SHUTTERS/LOUVRES ON BALCONIES ARE COMMON PROPERTY.

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Stokes
Registered Surveyor

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

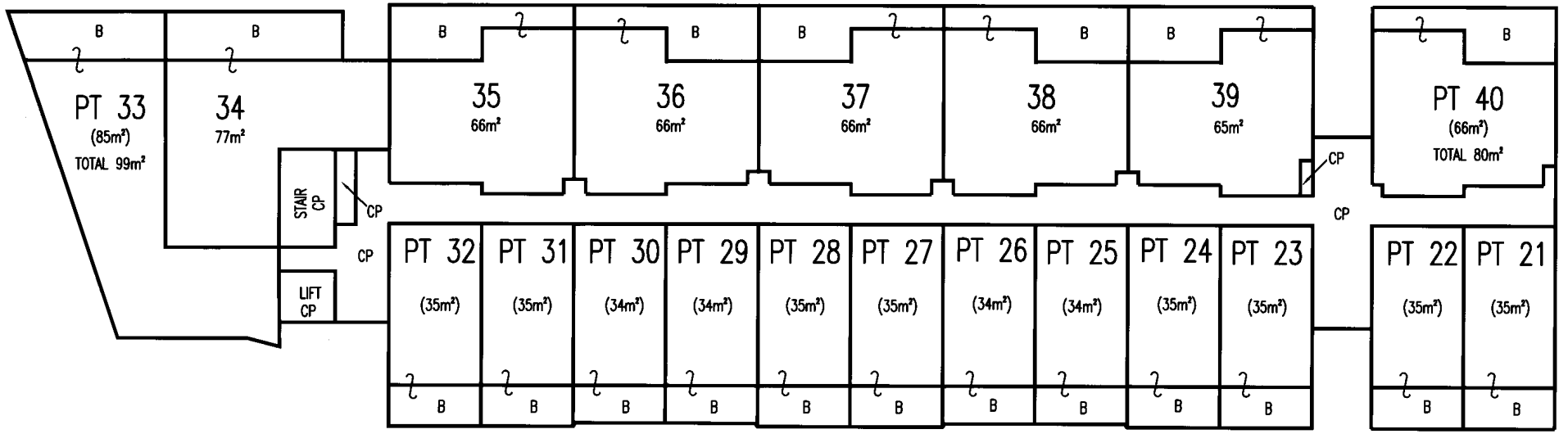
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LEVEL 3

SP74829



CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY AND INCLUDE BALCONIES WHERE SHOWN

SHUTTERS/LOUVRES ON BALCONIES ARE COMMON PROPERTY.

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor

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

SURVEYOR'S REFERENCE : 021228 DSP

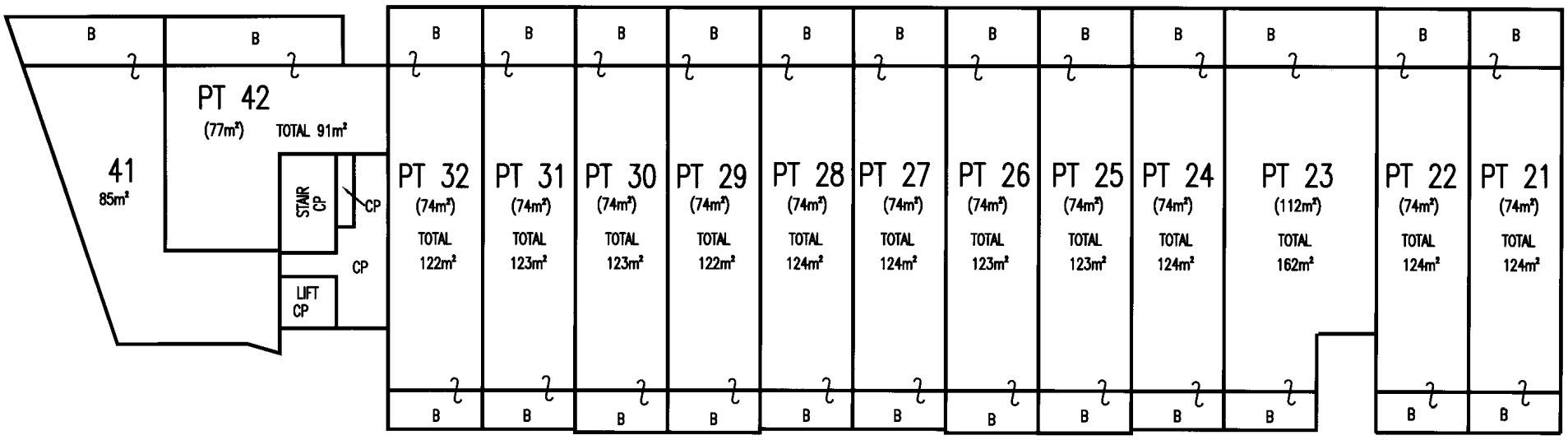
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ENDORSED 4.5.05

SP74829

LEVEL 4



CP DENOTES COMMON PROPERTY

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY AND INCLUDE BALCONIES WHERE SHOWN

SHUTTERS/LOUVRES ON BALCONIES ARE COMMON PROPERTY.

Reduction Ratio 1 : 200

Lengths are in metres

M. J. Adam
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

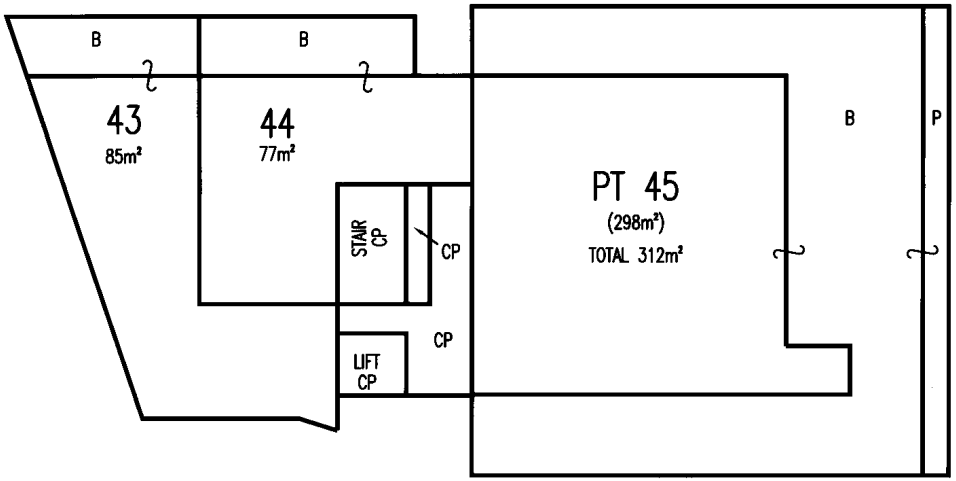
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SP74829

LEVEL 5



CP DENOTES COMMON PROPERTY

P DENOTES PLANTER LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN

AREAS ARE APPROXIMATE ONLY AND ARE MEASURED FOR STRATA PURPOSES ONLY AND INCLUDE BALCONIES WHERE SHOWN

SHUTTERS/LOUVRES ON BALCONIES ARE COMMON PROPERTY.

Reduction Ratio 1 : 200

Lengths are in metres

M. J. Fisher
Registered Surveyor

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

SURVEYOR'S REFERENCE : 021228 DSP

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Instrument setting out Terms of Restriction on the Use of Land and Positive Covenant intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

SP74829

Strata plan covered by Subdivision Certificate No. 107/2005

Full name and address of the owner of the land:

Garden Street Pty Limited ACN 101 153 575
Level 4, 10 Mallett Street
CAMPERDOWN NSW 2050

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water over existing line of pipes	Common Property	Lot 5 DP262077

Part 2 (Terms)

1. **Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.**

   1. An Easement for Drainage of Water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

   2. This Easement shall extinguish upon the earlier of:

      (i) consent granted by the City of Sydney, or other consent authority having jurisdiction over the Benefited Lot, for any building work on the Benefited Lot; or

      (ii) the removal of the existing line of pipes the subject of the Easement; or

      (iii) the existing line of pipes the subject of the Easement becoming redundant.

Req:R628168 /Doc:SP 0074829 B /Rev:06-May-2005 /NSW LRS /Pgs:ALL /Prt:10-Aug-2026 11:48 /Seq:2 of 2
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Instrument setting out Terms of Restriction on the Use of Land and Positive Covenant intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

SP74829

The common seal of)
Garden Street Pty Limited ACN 101)
153 575 was affixed by:)

GARDEN STREET PTY LIMITED
A.C.N. 101 153 575 COMMON SEAL

.....
Signature

ANTONY SUKKAR
Full Name Director

.....
Signature

MARK TONKIN
Full Name Secretary

EXECUTED BY CAPITAL FINANCE AUSTRALIA LIMITED ABN 23 069 663 136 BY ITS DULY APPOINTED ATTORNEYS

THEODOR MOCHA
MARK CORBETT
Print Full Names:

Signature

Signature

PURSUANT TO POWER OF ATTORNEY BOOK 4288 NO. 963 OF WHICH THEY HAVE NO NOTICE OF REVOCATION IN THE PRESENCE OF:

WITNESS LAURENCIO

REGISTERED 6.5.2005

Req:R628167 /Doc:DL AB343096 /Rev:29-Mar-2005 /NSW LRS /Pgs:ALL /Prt:10-Aug-2026 11:48 /Seq:1 of 6
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Form: 13PC
Release: 1
www.lpi.nsw.gov.au

POSITIVE COVENA

New South Wales
Section 88E(3) Conveyancing Ac

AB343096R

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

Folio Identifiers 1/185076, 10/713705, 1/190316 and 1/183734

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
1W	GARDEN STREET PTY LTD 10 MALLETT STREET CAMPERDOWN 2050 Reference:	PC

(C) **REGISTERED PROPRIETOR**

GARDEN STREET PTY LTD ACN 101 153 575

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	AA448061	CAPITAL FINANCE AUSTRALIA LIMITED

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CITY OF SYDNEY COUNCIL ABN 22 636 550 790

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

DATE 23/February/05

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

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

Signature of witness:
Name of witness: M A OORLA
Address of witness: Sussex St, Sydney

Signature of an authorised officer:
Name of authorised officer: PETAR VLAHETA
Position of authorised officer: Power of Attorney No 393 Book 4275

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

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: GARDEN STREET PTY LIMITED ACN 101 153 575
Authority: S 127(1) CORPORATIONS ACT 2001

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

Signature of authorised person:
Name of authorised person: ANTONY SUKKAR
Office held: DIRECTOR

(H) **Consent of the** mortgagee

The mortgagee under mortgage No. AA448061 agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee:
REFER ANNEXURE HERETO MARKED WITH THE LETTER 'B'

4 Cert Prod 1089X 8/3/2005 for PC

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Annexure 'A'

The Registered Proprietor covenants with Sydney City Council ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

(a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(b) not permit under any circumstances any other form of discharge from the private connection whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;

(c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the private connection is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land;

(d) regularly inspect, clean and maintain the on-site detention system and the private connection;

(e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;

(f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land as a result of:

(i) any blockage of or surcharge or backflow from Council's drainage system;

(ii) the connection to Council's drainage system;

(iii) the construction of the private connection beneath the footway or its presence in the public way;

(iv) the abandonment or relocation of the gully pit;

(v) any costs and expenses of disconnection under paragraph (c);

and the Registered Proprietor indemnifies Council against all such claims and demands;

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(g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole direction and, if granted, may be granted on such terms as Council sees fit;

(h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

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EXECUTED BY Garden Street Pty Ltd
ACN 101 153 575 in accordance
with the provisions of section 127 of the
Corporations Act 2001:

.....
Director

.....
Director/Secretary

A. SANDERSON
.....
Name (Block Letters)

ANTONY SUKKAR
.....
Name (Block Letters)

Executed by Authorised Officer
City of Sydney ABN 22 636 550 790

.....
Authorised Officer

.....
Witness

PETAR VLADETA No 393
.....
Name (Block Letters)

M A DORIA
.....
Name (block letters)

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"B"

This is annexure to Positive Covenant dated .....23 February.....2005 with Garden Street Pty Limited ACN 101 153 575 as the Registered Proprietor and City of Sydney Council as the Prescribed Authority

Capital Finance Australia Limited ACN 069 663 136 (Capital) as Mortgagee under Mortgage No: AA448061 hereby consents to the registration of the within, Positive Covenant and agrees to be bound by this restriction but without prejudice to and reserving all rights, powers and remedies under it's mortgages.

Certified correct for the purposes of the Real Property Act 1900 by Capital's attorney(s) pursuant to the Power of Attorney specified. Executed for and on behalf of Capital pursuant to Power of Attorney Book 4288 No 968 of which they have had no notice of revocation in the presence of:

.....
Signature of Attorney

Brett Lennane
Name of Attorney

.....
Signature of Attorney

Mark Corbett
Name of Attorney

I certify that the attorney(s) for Capital with whom I am personally acquainted or as to whose identity I am otherwise satisfied signed this Positive Covenant in my presence.

Lauren Lao
.....
Signature of Witness

Lauren Lao
Name of Witness

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STATUTORY DECLARATION

I, Emma Carmody of 456 Kent Street, Sydney in the State of New South Wales, Solicitor, do solemnly and sincerely declare that:-

1. I am a Solicitor of the Supreme Court of New South Wales with the Council of the City of Sydney ("the Council").

2. I am acting for the Council with respect to Positive Covenant dated 23 February 2005 between Council and Garden Street Pty Ltd placed on the property known as 1/185076, 10/713705, 1/190316, 1/183734 and entered into pursuant to Condition 62 of Approval D/2002/1154 made on 7 July 2003 under delegation granted by resolution of Council.

3. The Council resolved on 5 June 2000 to appoint Petar Vladeta of Sydney Square, George Street, Sydney to be an Attorney of the Council to execute on behalf of the Council all instruments and dealings pursuant to the Real Property Act, 1900.

4. The Power of Attorney Book 4275 No. 393 to Petar Vladeta was executed under Common Seal of the Council on 6 June 2000 pursuant to Resolution of Council passed on 5 June 2000, which was registered on 7 June 2000.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and Declared at Sydney }
}
this 24th day of February 2005 }

Before me:

A.J. Walker J.P.
.....
Justice of the Peace
ANDREW JAMES WALKER
No. 111067

Emma Carmody
.....
Emma Carmody

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Form: 15CH
Release: 1·0

CONSOLIDATION/ CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AN365346

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the [illegible] 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/SP 74829

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Whelan Property Group PO BOX 75 STRAWBERRY HILLS, NSW 2012 Reference: 74829.AL	CH

D62763

(C) The Owners-Strata Plan No. 74829 certify that pursuant to a resolution passed on 30/11/2016 and

(D) in accordance with the provisions of the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. NOT APPLICABLE
Amended by-law No. SPECIAL BY-LAW 20
as fully set out below:

As per enclosed document.

(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 .

(G) The seal of The Owners-Strata Plan No. 74829 was affixed on 24/1/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: AMANDA LAMOND
Authority: STRATA MANAGER

THE OWNERS - STRATA PLAN No. 74829 Common Seal

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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ANNEXURE A

The Owners – Strata Plan 74829

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PLAN No. 74829 THE OWNERS - Common Seal

AL

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THE OWNERS - STRATA PLAN No. 74829
Common Seal

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1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

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

5 Damage to common property

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

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

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

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

(b) any health or medical equipment that is necessary to preserve the health or well- being of the occupier of the lot, or

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

THE OWNERS - STRATA PLAN No. 74829

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

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

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, equipment, screen or other device 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 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.

8 Depositing rubbish and other material on common property

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

9 Drying of laundry items

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

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10 Cleaning windows and doors

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

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

11 Storage of inflammable liquids and other substances and materials

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

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

12 Changes to floor coverings and surfaces

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

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

13 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.

14 Garbage disposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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15 Keeping of animals

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

16 Appearance of lot

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 9.

17 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).

18 Provision of amenities or services

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

(a) medical and nursing services,

(b) emergency response services,

(c) meals,

(d) domestic services,

(e) window cleaning,

(f) transportation,

(g) garbage disposal and recycling services,

(h) electricity, water or gas supply,

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

(2) If the Owners Corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it

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must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

19 Compliance with planning and other requirements

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

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

20 Special By-law 1 (Security of Common Property)

A registered proprietor or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

21 Special By-law 2 (Notification of Defects)

A registered proprietor or an occupier of a lot must promptly notify the Managing Agent of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

22 Special By-law 3 (Compensation to Owners Corporation)

The registered proprietor or occupier of a lot will be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that registered proprietor or any registered proprietor, licensee or invitee of that registered proprietor or occupier.

23 Special By-law 4 (Security Keys)

(1) The Executive Committee of the Owners Corporation may make available to registered proprietors a number of Security Keys as the Executive Committee of the Owners Corporation considers necessary. The Executive Committee of the Owners Corporation may charge a fee for any additional Security Keys required by a registered proprietor.

(2) A registered proprietor must exercise a high degree of caution and responsibility in making a Security Key available for use by an occupier of a lot and must take all reasonable steps including without limitation, an appropriate agreement in any lease or licence of a lot to an occupier to ensure the return of the Security Key to the registered proprietor or the Executive Committee of the Owners Corporation.

(3) A registered proprietor or an occupier of a lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any

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person other than another registered proprietor or occupier and is not disposed of otherwise than by returning it to the registered proprietor or the Executive Committee of the Owners Corporation.

(4) A registered proprietor or occupier of a lot must promptly notify the Executive Committee of the Owners Corporation if a Security Key is lost or destroyed.

24 Special By-law 5 (Garbage)

(1) A registered proprietor or an occupier of a lot must not deposit or throw on the common property any garbage except in a receptacle or area specifically provided for that purpose,

(2) A registered proprietor or an occupier of a lot must dispose of garbage in the following manner:

(a) bottles must be completely drained, cleaned and deposited in unbroken condition in the designated area of each Garbage Room; and

(b) all other garbage must be drained and securely wrapped in small parcels and deposited in the designated area of each Garbage Room.

25 Special By-law 6 (Insurance Policies)

A registered proprietor or an occupier of a lot must not without prior written consent of the Owners Corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

26 Special By-law 7 (The Keeping of Animals)

(1) Subject to Section 49(4) of the Strata Schemes Management Act an owner or occupier of a residential lot must not without the prior written approval of the Owners Corporation, keep any animal (except fish in a secure aquarium on the lot) 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 residential lot or the common property.

27 Special By-law 8 (Consent of Owners Corporation)

A consent given by the Owners Corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions, including, without limitation, a condition evidenced by a Minute of a Resolution that the registered proprietor or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

THE OWNERS - STRATA PLAN No. 74889

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28 Special By-law 9 (Complaints and Applications)

Any complaint or application to the Owners Corporation or its Executive Committee must be addressed in writing to the Managing Agents.

29 Special By-law 10 (Alteration to Lot)

(1) Subject to the by-laws, a registered proprietor must not alter the structure of the Lot without giving to the Owners Corporation not less than twenty-one (21) days written notice of the proposed alterations prior to commencement of any works.

(2) Subject to these by-laws, a registered proprietor must have consent from the Owners Corporation to carry out any works, alterations, additions including but not limited to the installation of any air conditioning unit, damage, removal, repairs or replacement to any common property structures including the common property walls, floor and ceiling enclosing the proprietor's lot, car space and storage lot. Common property walls include windows and doors in those walls. For the purpose of this by-law the above shall be described as "building works" and include any such work to the structure of any lot, car space or storage lot including internal walls such as walls dividing two rooms within the lot and common property services.

(3) Compliance with this by-law is required by the registered proprietor and any occupier of the lot, car space or storage space.

(4) A registered proprietor carrying out building works must:

- **(a)** obtain necessary consents from the Owners Corporation and government agencies;
- **(b)** enquire as to where service lines and pipes are located;
- **(c)** obtain consent from the Owners Corporation if it is proposed to interfere with or interrupt services.

(5) A registered proprietor carrying out building works must:

- **(a)** use qualified, reputable and, where appropriate licensed contractors approved by the Owners Corporation;
- **(b)** carry out the building works in a proper manner and to the reasonable satisfaction of the Owners Corporation;
- **(c)** repair any damage the registered proprietor (or persons carrying out building works on their behalf) cause to the common property or the property of another owner or occupier.

(6) A registered proprietor carrying out building works in accordance with this by-law must before carrying out the building works:

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(a) arrange with the Owners Corporation a suitable time and means by which access to the building at 3044 Garden Street, Alexandria is required for purposes associated with those building works;

(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the registered proprietor gains access to 30-44 Garden Street, Alexandria; and

(c) ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the Owners Corporation about the times and means by which they access 30-44 Garden Street, Alexandria and carry out the building works.

30 Special By-law 11 (Use of Premises)

A registered proprietor or occupier of a lot shall not use that lot or any thereof or permit the same to be used otherwise than for its intended purpose and shall not use the same so as to cause a nuisance or hazard or for any illegal or immoral purpose which shall include a brothel or massage parlour or for any other purpose that may impugn the good reputation of the strata scheme.

31 Special By-law 12 (Maintenance of Sewerage and Drainage)

A registered proprietor or occupier of a lot shall not use nor permit nor suffer to be used the lavatories, toilets, sinks, drainage system and other plumbing facilities in the lot or the common property for the purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage or resulting damage thereto caused by misuse shall be made good by the proprietor of such lot who shall bear the costs of and repairs and/or maintenance occasioned by blockages caused by depositing such material through the sewerage system in both the common property, the building and the land.

32 Special By-law 13 (T.V. Antenna)

A registered proprietor or occupier of a lot shall not attach to or hang from the exterior of the building a radio or television aerial or any security device or wires attached thereto.

33 Special By-law 14 (Radio or Short Wave Devices)

A registered proprietor or occupier of a lot shall not operate or permit to be operated upon the parcel any radio transmitter, two way radio, short wave radio, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or any other lot.

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34 Special By-law 15 (Advertising)

(1) The registered proprietors, other than the original registered proprietor, shall not inscribe, paint, display or affix any sign, advertisement, name, flagpole, flag or notice on any part or be visible on any part of the outside or inside of the common property except with the prior consent in writing of the Owners Corporation and then only of such colour, size and style and in place or places as shall be first approved by the Owners Corporation. All such signs will only be painted or affixed for the registered proprietor by the Owners Corporation at the cost of the registered proprietor. The entering of the registered proprietor's or occupier's name and description on directory boards and mail boxes and security and the like in the building lobbies and on the registered proprietor's or occupier's floor shall be carried out by the Owners Corporation in a style, colour, format and number of lines as approved by the Owners Corporation and the cost thereof shall be paid by the registered proprietor.

(2) In the event that there is a change of occupancy of any lot or if the registered proprietor of any lot sells his lot(s) the Owners Corporation will arrange at the registered proprietor's expense to remove all letterings, signs and other distinctive marks from the directory board and mail boxes and security and the like in the building.

35 Special By-law 16 (Use of Car Space)

A car space in the parking area of the building shall be used only for the purposes of housing or parking motor vehicles (including cycles) and boats and trailers and shall be used for no other purpose except with the prior written consent of the Executive Committee of the Owners Corporation. A registered proprietor or occupier of a lot shall ensure that at all times no parked motor vehicle (including cycles and/or boats and/or trailers) shall extend beyond any designated car space.

36 Special By-law 17 (Pest Control)

A registered proprietor or occupier of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

37 Special By-law 18 (Exclusive Use Rights for Air Conditioning for Lot 45)

(1) The owner or occupier of Lot 45 shall have exclusive use to that area of the Level 5 roof of the building occupied by the air conditioning unit installed by the original proprietor and occupying an area located immediately adjacent to the lift overrun on such roof subject to the following further conditions:

(a) Be responsible for the maintenance, servicing and upkeep of such air-conditioning unit.

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(b) Comply at its expense with all directions of the Local Municipal Council and any other relevant authority in connection with the operation, maintenance, screening and/or noise suppression of the air-conditioning unit.

(c) If the owner of Lot 45 fails to carry out his/her responsibilities under 1(a) or 1(b) of this clause then the Owners Corporation may, after the expiry of 14 days' notice in writing to such owner of its intention to exercise the power conferred by this By-law, enter upon the Common Property the subject of the exclusive use and, at the cost of such owner, carry out the necessary maintenance and repair or other works required.

(d) The owner of lot 45 shall indemnify the Owners Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the Exclusive Use Rights conferred under this by-law.

38 Special By-law 19 (Power of Entry through Car Spaces and Storage Lots)

(1) In addition to its powers under Section 65 of the Strata Schemes Management Act 1996 the Owners Corporation (and persons authorised by it) may have access to, and remain on, car space areas comprising part lots or storage lots for the purposes of exercising its rights or performing its obligations under that Act, including, without limitation, for the purposes of gaining access to plant rooms and service equipment.

(2) The provisions of Section 65(3)-65(6) inclusive apply to owners, occupiers and the Owners Corporation under this By-law as if they were fully set out in this By-law.

39 Special By-law 20 (Curtains and Blinds)

(1) An owner or occupier of a lot must not hang curtains, or install blinds or louvres visible from outside the lot unless those curtains, blinds or louvres have a backing or surface facing external windows of a colour and design first approved in writing by the Owners Corporation (roller blinds in the colour white shall not require prior approval).

(2) An owner or occupier of a lot must not renovate or replace a curtain or blind or louvre without having the colour and design of the backing, blinds or louvres first approved in writing by the Owners Corporation.

(3) In giving or withholding its approval, the Owners Corporation must act reasonably and ensure so far as practicable that the backing, blinds or louvres used in all residential lots present a uniform appearance when viewed from outside the building.

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40 Special By-law 21 (Use of common property Visitor Car Spaces)

(1) Definitions

In this by-law:

(a) "Visitor" means a caller or guest but does not include occupiers.

(b) "Occupier" means a person whose principal place of residence is within a lot.

(c) "Owner" has the meaning given to it in the Strata Schemes Management Act 1996.

(2) An owner or occupier of a lot must not park any motor vehicle, motorcycle or trailer on that part of the common property designated as "VIS", "Common Property Visitor Car Spaces" and "Vehicle Washing Bay".

(3) An owner or occupier of a lot must not park or stand any motor vehicle, motorcycle or trailer on common property (other than a Visitor Car Space parking upon which is prohibited by paragraph (1)) except with the written approval of the Owners Corporation.

(4) An owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle, motorcycle or trailer on the common property, other than on a Visitor Car Space.

(5) The terms of by-law 16 (Use of Car Space) of the by-laws registered with the Strata Plan does not apply to this by-law. A visitor may only park a motor vehicle, motorcycle or trailer on a Visitor Car Space.

41 Special By-law 22 (Air-Conditioning Units)

(1) Scope of By-law

(a) This by-law provides that any Owner of a lot may install an Air-Conditioning Unit in their lot and on so much of the common property as is necessary subject to and in accordance with the conditions in this by-law.

(b) For the purpose of this by-law, an "Air-Conditioning Unit" is an inverter reverse cycle split air-conditioner and includes the external condenser unit (and any other ancillary items).

(c) For the purposes of this by-law, "Owner" means any owner or owners of a lot in strata plan 74829.

(d) The Owner must ensure that any Air-Conditioning Unit (including any ancillary items) cannot be seen from the outside of the scheme.

(e) The terms of this by-law apply to any replacement Air- Conditioning Unit and any issues with regards to the repair and maintenance of Air-Conditioning Units already installed within the strata scheme.

THE OWNERS - STRATA PLAN NO 74829
Common Seal

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(f) That Unit 45 be excluded from this by-law as Special By Law 18 deals specifically with Unit 45.

(2) Conditions

(a) The Owner must obtain written approval for the installation and positioning of the Air-Conditioning Unit from:

(i) The executive committee of the Owners Corporation;

(ii) The relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and

(iii) Any other relevant statutory authority whose requirements apply to installation of Air-Conditioning Units.

(b) The Owner must submit to the Owners Corporation the following documents relating to the installation of the Air- Conditioning Unit, prior to installation of the Air-Conditioning Unit:

(i) Plans and drawings including colour, type and method of installation;

(ii) Diagrams including size, proposed location and dimensions;

(iii) Performance specifications; and/or

(iv) Any other documents reasonably required by the Owners Corporation.

(c) The Owner must ensure the installation of the Air-Conditioning Unit is done by duly licensed contractor and is completed in a proper and workmanlike manner.

(d) The Owner must ensure that any party carrying out the installation of the Air-Conditioning Unit effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10million and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

(e) The Owner must ensure the Air-Conditioning Unit's quiet operation, having regard to the adjoining lot owners.

(f) The Owner must ensure that the Air-Conditioning Unit complies with the standards as set out in the Environmental Protection Authority guidelines, and any other applicable regulations, current at the time the Air-Conditioning Unit is being installed by the Owner.

(g) The Owner must ensure that the total electric power consumption, with the installation of the Air-Conditioning Unit, is less than 10 amps power rating for the Owner's lot.

THE OWNERS - STRATA PLAN No. 74829
Common Seal

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(h) The Owner is responsible for ensuring that any water from the Air-Conditioning Unit is drained appropriately through the installation of a condenser tray and the Owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.

(3) Liability and Indemnity

(a) The Owner is responsible for the proper maintenance of the Air-Conditioning Unit and the common property to which the Air-Conditioning Unit is erected or attached, and keeping it in a state of good and serviceable repair.

(b) The Owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installing the Air- Conditioning Unit including the repair and maintenance of the Air-Conditioning Unit and liability under section 65(6) of the Act in respect of repairing or maintaining the common property attached to the Air-Conditioning Unit.

(c) The Owner indemnifies the Owners Corporation of any liability in respect any proceedings, actions or claims is made against the Owners Corporation as a result of the installation of the Air-Conditioning Unit.

(d) Any loss and damage 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 loss and damage is made good.

(e) To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Air-Conditioning Unit installed by the Owner under this by-law.

(4) Breach of By-law

The Owners Corporation reserves the right to order an Owner to remove and/or relocate the Air-Conditioning Unit and reinstate the common property to its original state, at the Owner's cost, if:

(a) the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or

(b) Another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Air-Conditioning Unit.

(c) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

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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 74829 was affixed on ^ 17 November 2017 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: Amanda Lahood Authority: STRATA MANAGING AGENT

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

^ Insert appropriate date
* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

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Lodger Details

Lodger Code	503650C
Name	JLAWYERS
Address	EQUINOX STR 3, 94-98 RAMSGATE AV BONDI BEACH 2026
Lodger Box	1W
Email	MONIKA@JLAWYERSPTYLTD.COM.AU
Reference	TH20240169

Land Registry Document Identification

AT985560

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/SP74829	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP74829

Other legal entity

Meeting Date

12/03/2024

Repealed by-law No.	
Details	Not applicable
Added by-law No.	
Details	Special By-law No. 23
Amended by-law No.	
Details	Not applicable

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. SP74829
Signer Name	MONIKA JANDREK
Signer Organisation	JLAWYERS PTY. LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	16/04/2024

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WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

Consolidated Strata By-Laws

The Owners – Strata Plan No. 74829

30 – 44 Garden Street Alexandria NSW 2015

STRATA PLAN NO. 74829 COMMON SEAL

Signature: .....

Name: Tahlia Hercus

Authority: Strata Managing Agent

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WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

1 **Noise**

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

2 **Vehicles**

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

3 **Obstruction of common property**

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

4 **Damage to lawns and plants on common property**

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

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

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

5 **Damage to common property**

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

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

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

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

(b) any health or medical equipment that is necessary to preserve the health or well- being of the occupier of the lot, or

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

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

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

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, equipment, screen or other device 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 **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.

8 **Depositing rubbish and other material on common property**

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

9 **Drying of laundry items**

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

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10 **Cleaning windows and doors**

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

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

11 **Storage of inflammable liquids and other substances and materials**

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

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

12 **Changes to floor coverings and surfaces**

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

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

13 **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.

14 **Garbage disposal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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15 **Keeping of animals**

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

16 **Appearance of lot**

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 9.

17 **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).

18 **Provision of amenities or services**

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

(a) medical and nursing services,

(b) emergency response services,

(c) meals,

(d) domestic services,

(e) window cleaning,

(f) transportation,

(g) garbage disposal and recycling services,

(h) electricity, water or gas supply,

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

(2) If the Owners Corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate

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in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

19 **Compliance with planning and other requirements**

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

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

20 **Special By-law 1 (Security of Common Property)**

A registered proprietor or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

21 **Special By-law 2 (Notification of Defects)**

A registered proprietor or an occupier of a lot must promptly notify the Managing Agent of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

22 **Special By-law 3 (Compensation to Owners Corporation)**

The registered proprietor or occupier of a lot will be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that registered proprietor or any registered proprietor, licensee or invitee of that registered proprietor or occupier.

23 **Special By-law 4 (Security Keys)**

(1) The Executive Committee of the Owners Corporation may make available to registered proprietors a number of Security Keys as the Executive Committee of the Owners Corporation considers necessary. The Executive Committee of the Owners Corporation may charge a fee for any additional Security Keys required by a registered proprietor.

(2) A registered proprietor must exercise a high degree of caution and responsibility in making a Security Key available for use by an occupier of a lot and must take all reasonable steps including without limitation, an appropriate agreement in any lease or licence of a lot to an occupier to ensure the return of the Security Key to the registered proprietor or the Executive Committee of the Owners Corporation.

(3) A registered proprietor or an occupier of a lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all

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reasonable steps to ensure that the Security Key is not lost or handed to any person other than another registered proprietor or occupier and is not disposed of otherwise than by returning it to the registered proprietor or the Executive Committee of the Owners Corporation.

(4) A registered proprietor or occupier of a lot must promptly notify the Executive Committee of the Owners Corporation if a Security Key is lost or destroyed.

24 **Special By-law 5 (Garbage)**

(1) A registered proprietor or an occupier of a lot must not deposit or throw on the common property any garbage except in a receptacle or area specifically provided for that purpose,

(2) A registered proprietor or an occupier of a lot must dispose of garbage in the following manner:

(a) bottles must be completely drained, cleaned and deposited in unbroken condition in the designated area of each Garbage Room; and

(b) all other garbage must be drained and securely wrapped in small parcels and deposited in the designated area of each Garbage Room.

25 **Special By-law 6 (Insurance Policies)**

A registered proprietor or an occupier of a lot must not without prior written consent of the Owners Corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

26 **Special By-law 7 (The Keeping of Animals)**

(1) Subject to Section 49(4) of the Strata Schemes Management Act an owner or occupier of a residential lot must not without the prior written approval of the Owners Corporation, keep any animal (except fish in a secure aquarium on the lot) 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 residential lot or the common property.

27 **Special By-law 8 (Consent of Owners Corporation)**

A consent given by the Owners Corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions, including, without limitation, a condition evidenced by a Minute of a Resolution that the registered proprietor or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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28 Special By-law 9 (Complaints and Applications)

Any complaint or application to the Owners Corporation or its Executive Committee must be addressed in writing to the Managing Agents.

29 Special By-law 10 (Alteration to Lot)

(1) Subject to the by-laws, a registered proprietor must not alter the structure of the Lot without giving to the Owners Corporation not less than twenty-one (21) days written notice of the proposed alterations prior to commencement of any works.

(2) Subject to these by-laws, a registered proprietor must have consent from the Owners Corporation to carry out any works, alterations, additions including but not limited to the installation of any air conditioning unit, damage, removal, repairs or replacement to any common property structures including the common property walls, floor and ceiling enclosing the proprietor's lot, car space and storage lot. Common property walls include windows and doors in those walls. For the purpose of this by-law the above shall be described as "building works" and include any such work to the structure of any lot, car space or storage lot including internal walls such as walls dividing two rooms within the lot and common property services.

(3) Compliance with this by-law is required by the registered proprietor and any occupier of the lot, car space or storage space.

(4) A registered proprietor carrying out building works must:

(a) obtain necessary consents from the Owners Corporation and government agencies;

(b) enquire as to where service lines and pipes are located;

(c) obtain consent from the Owners Corporation if it is proposed to interfere with or interrupt services.

(5) A registered proprietor carrying out building works must:

(a) use qualified, reputable and, where appropriate licensed contractors approved by the Owners Corporation;

(b) carry out the building works in a proper manner and to the reasonable satisfaction of the Owners Corporation;

(c) repair any damage the registered proprietor (or persons carrying out building works on their behalf) cause to the common property or the property of another owner or occupier.

(6) A registered proprietor carrying out building works in accordance with this by-law must before carrying out the building works:

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(a) arrange with the Owners Corporation a suitable time and means by which access to the building at 3044 Garden Street, Alexandria is required for purposes associated with those building works;

(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the registered proprietor gains access to 30-44 Garden Street, Alexandria; and

(c) ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the Owners Corporation about the times and means by which they access 30-44 Garden Street, Alexandria and carry out the building works.

30 **Special By-law 11 (Use of Premises)**

A registered proprietor or occupier of a lot shall not use that lot or any thereof or permit the same to be used otherwise than for its intended purpose and shall not use the same so as to cause a nuisance or hazard or for any illegal or immoral purpose which shall include a brothel or massage parlour or for any other purpose that may impugn the good reputation of the strata scheme.

31 **Special By-law 12 (Maintenance of Sewerage and Drainage)**

A registered proprietor or occupier of a lot shall not use nor permit nor suffer to be used the lavatories, toilets, sinks, drainage system and other plumbing facilities in the lot or the common property for the purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage or resulting damage thereto caused by misuse shall be made good by the proprietor of such lot who shall bear the costs of and repairs and/or maintenance occasioned by blockages caused by depositing such material through the sewerage system in both the common property, the building and the land.

32 **Special By-law 13 (T.V. Antenna)**

A registered proprietor or occupier of a lot shall not attach to or hang from the exterior of the building a radio or television aerial or any security device or wires attached thereto.

33 **Special By-law 14 (Radio or Short Wave Devices)**

A registered proprietor or occupier of a lot shall not operate or permit to be operated upon the parcel any radio transmitter, two way radio, short wave radio, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or any other lot

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34 **Special By-law 15 (Advertising)**

(1) The registered proprietors, other than the original registered proprietor, shall not inscribe, paint, display or affix any sign, advertisement, name, flagpole, flag or notice on any part or be visible on any part of the outside or inside of the common property except with the prior consent in writing of the Owners Corporation and then only of such colour, size and style and in place or places as shall be first approved by the Owners Corporation. All such signs will only be painted or affixed for the registered proprietor by the Owners Corporation at the cost of the registered proprietor. The entering of the registered proprietor's or occupier's name and description on directory boards and mail boxes and security and the like in the building lobbies and on the registered proprietor's or occupier's floor shall be carried out by the Owners Corporation in a style, colour, format and number of lines as approved by the Owners Corporation and the cost thereof shall be paid by the registered proprietor.

(2) In the event that there is a change of occupancy of any lot or if the registered proprietor of any lot sells his lot(s) the Owners Corporation will arrange at the registered proprietor's expense to remove all letterings, signs and other distinctive marks from the directory board and mail boxes and security and the like in the building.

35 **Special By-law 16 (Use of Car Space)**

A car space in the parking area of the building shall be used only for the purposes of housing or parking motor vehicles (including cycles) and boats and trailers and shall be used for no other purpose except with the prior written consent of the Executive Committee of the Owners Corporation. A registered proprietor or occupier of a lot shall ensure that at all times no parked motor vehicle (including cycles and/or boats and/or trailers) shall extend beyond any designated car space.

36 **Special By-law 17 (Pest Control)**

A registered proprietor or occupier of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

37 **Special By-law 18 (Exclusive Use Rights for Air Conditioning for Lot 45)**

(1) The owner or occupier of Lot 45 shall have exclusive use to that area of the Level 5 roof of the building occupied by the air conditioning unit installed by the original proprietor and occupying an area located immediately adjacent to the lift overrun on such roof subject to the following further conditions:

(a) Be responsible for the maintenance, servicing and upkeep of such air-conditioning unit.

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(b) Comply at its expense with all directions of the Local Municipal Council and any other relevant authority in connection with the operation, maintenance, screening and/or noise suppression of the air-conditioning unit.

(c) If the owner of Lot 45 fails to carry out his/her responsibilities under 1(a) or 1(b) of this clause then the Owners Corporation may, after the expiry of 14 days' notice in writing to such owner of its intention to exercise the power conferred by this By-law, enter upon the Common Property the subject of the exclusive use and, at the cost of such owner, carry out the necessary maintenance and repair or other works required.

(d) The owner of lot 45 shall indemnify the Owners Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the Exclusive Use Rights conferred under this by-law.

38 **Special By-law 19 (Power of Entry through Car Spaces and Storage Lots)**

(1) In addition to its powers under Section 65 of the Strata Schemes Management Act 1996 the Owners Corporation (and persons authorised by it) may have access to, and remain on, car space areas comprising part lots or storage lots for the purposes of exercising its rights or performing its obligations under that Act, including, without limitation, for the purposes of gaining access to plant rooms and service equipment.

(2) The provisions of Section 65(3)-65(6) inclusive apply to owners, occupiers and the Owners Corporation under this By-law as if they were fully set out in this By-law.

39 **Special By-law 20 (Curtains and Blinds)**[i]

(1) An owner or occupier of a lot must not hang curtains, or install blinds or louvres visible from outside the lot unless those curtains, blinds or louvres have a backing or surface facing external windows of a colour and design first approved in writing by the Owners Corporation (roller blinds in the colour white shall not require prior approval).

(2) An owner or occupier of a lot must not renovate or replace a curtain or blind or louvre without having the colour and design of the backing, blinds or louvres first approved in writing by the Owners Corporation.

(3) In giving or withholding its approval, the Owners Corporation must act reasonably and ensure so far as practicable that the backing, blinds or louvres used in all residential lots present a uniform appearance when viewed from outside the building.

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40 **Special By-law 21 (Use of common property Visitor Car Spaces)**

(1) Definitions

In this by-law:

(a) "Visitor" means a caller or guest but does not include occupiers.

(b) "Occupier" means a person whose principal place of residence is within a lot.

(c) "Owner" has the meaning given to it in the Strata Schemes Management Act 1996.

(2) An owner or occupier of a lot must not park any motor vehicle, motorcycle or trailer on that part of the common property designated as "VIS", "Common Property Visitor Car Spaces" and "Vehicle Washing Bay".

(3) An owner or occupier of a lot must not park or stand any motor vehicle, motorcycle or trailer on common property (other than a Visitor Car Space parking upon which is prohibited by paragraph (1)) except with the written approval of the Owners Corporation.

(4) An owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle, motorcycle or trailer on the common property, other than on a Visitor Car Space.

(5) The terms of by-law 16 (Use of Car Space) of the by-laws registered with the Strata Plan does not apply to this by-law. A visitor may only park a motor vehicle, motorcycle or trailer on a Visitor Car Space.

41 **Special By-law 22 (Air-Conditioning Units)**

(1) Scope of By-law

(a) This by-law provides that any Owner of a lot may install an Air-Conditioning Unit in their lot and on so much of the common property as is necessary subject to and in accordance with the conditions in this by-law.

(b) For the purpose of this by-law, an "Air-Conditioning Unit" is an inverter reverse cycle split air-conditioner and includes the external condenser unit (and any other ancillary items).

(c) For the purposes of this by-law, "Owner" means any owner or owners of a lot in strata plan 74829.

(d) The Owner must ensure that any Air-Conditioning Unit (including any ancillary items) cannot be seen from the outside of the scheme.

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(e) The terms of this by-law apply to any replacement Air- Conditioning Unit and any issues with regards to the repair and maintenance of Air-Conditioning Units already installed within the strata scheme.

(f) That Unit 45 be excluded from this by-law as Special By Law 18 deals specifically with Unit 45.

(2) Conditions

(a) The Owner must obtain written approval for the installation and positioning of the Air-Conditioning Unit from:

(i) The executive committee of the Owners Corporation;

(ii) The relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and

(iii) Any other relevant statutory authority whose requirements apply to installation of Air-Conditioning Units.

(b) The Owner must submit to the Owners Corporation the following documents relating to the installation of the Air- Conditioning Unit, prior to installation of the Air-Conditioning Unit:

(i) Plans and drawings including colour, type and method of installation;

(ii) Diagrams including size, proposed location and dimensions;

(iii) Performance specifications; and/or

(iv) Any other documents reasonably required by the Owners Corporation.

(c) The Owner must ensure the installation of the Air-Conditioning Unit is done by duly licensed contractor and is completed in a proper and workmanlike manner.

(d) The Owner must ensure that any party carrying out the installation of the Air-Conditioning Unit effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10million and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

(e) The Owner must ensure the Air-Conditioning Unit's quiet operation, having regard to the adjoining lot owners.

(f) The Owner must ensure that the Air-Conditioning Unit complies with the standards as set out in the Environmental Protection Authority guidelines, and any other applicable regulations, current at the time the Air-Conditioning Unit is being installed by the Owner.

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(g) The Owner must ensure that the total electric power consumption, with the installation of the Air-Conditioning Unit, is less than 10 amps power rating for the Owner's lot.

(h) The Owner is responsible for ensuring that any water from the Air-Conditioning Unit is drained appropriately through the installation of a condenser tray and the Owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.

(3) Liability and Indemnity

(a) The Owner is responsible for the proper maintenance of the Air-Conditioning Unit and the common property to which the Air-Conditioning Unit is erected or attached, and keeping it in a state of good and serviceable repair.

(b) The Owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installing the Air- Conditioning Unit including the repair and maintenance of the Air-Conditioning Unit and liability under section 65(6) of the Act in respect of repairing or maintaining the common property attached to the Air-Conditioning Unit.

(c) The Owner indemnifies the Owners Corporation of any liability in respect any proceedings, actions or claims is made against the Owners Corporation as a result of the installation of the Air-Conditioning Unit.

(d) Any loss and damage 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 loss and damage is made good.

(e) To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Air-Conditioning Unit installed by the Owner under this by-law.

(4) Breach of By-law

The Owners Corporation reserves the right to order an Owner to remove and/or relocate the Air-Conditioning Unit and reinstate the common property to its original state, at the Owner's cost, if:

(a) the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or

(b) Another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Air-Conditioning Unit.

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WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

(c) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

42 **Special By-law 23 (By-law for Delegation to Strata Committee to Approve Minor Renovations)**[ii]

The Owners – Strata Plan No 74829 (the "**Owners Corporation**") specially resolved pursuant to Sections 136 and 141 of the *Strata Schemes Management Act, 2015* (NSW) (the "**Act**") for the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of a strata scheme, to make this additional by-law to specifically permit the Owners Corporation to delegate its functions under Section 110(6) of the Act to the strata committee. For clarity, this by-law permits the strata committee to approve "minor renovations" as defined in the Act.

[i] Amended by registered dealing #AN36534 by the Owners Corporation on 30.11.2016
[ii] Passed by the Owners Corporation on 12.03.2024

STRATA PLAN NO. 74829 COMMON SEAL

Signature: .....

Name: Tahlia Hercus

Authority: Strata Managing Agent

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Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 74829 was affixed on 18th March 2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal.



Signature: .....

Name: Tahlia Hercus

Authority: Strata Managing Agent

Executed at 4:12pm on 18.03.2024 by electronic signature affixed by me, Tahlia Hercus.

CITY OF SYDNEY

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

INFINITY CONVEYANCING
PO BOX 690

FIVE DOCK NSW 2046

PLANNING CERTIFICATE

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

Applicant:	INFINITY CONVEYANCING
Your reference:	26-339
Address of property:	30-44 Garden Street , ALEXANDRIA NSW 2015
Owner:	THE OWNERS - STRATA PLAN NO 74829
Description of land:	Lot 1 DP 1080254, Lots 46-47 SP 77134, Lots 1-32 SP 74829, Lots 34-42 SP 74829, Lots 44-45 SP 74829
Certificate No.:	2024326054
Certificate Date:	10/08/26
Receipt No:	APC-709825
Fee:	$73.00
Paid:	10/08/26

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

CITY OF SYDNEY

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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.

HERITAGE

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.

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.	**NO**
▪ 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.

NO

(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) The land to which the certificate relates **is** the subject of a **site audit statement** within the meaning of that act, a copy of which has been provided to Council.

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:

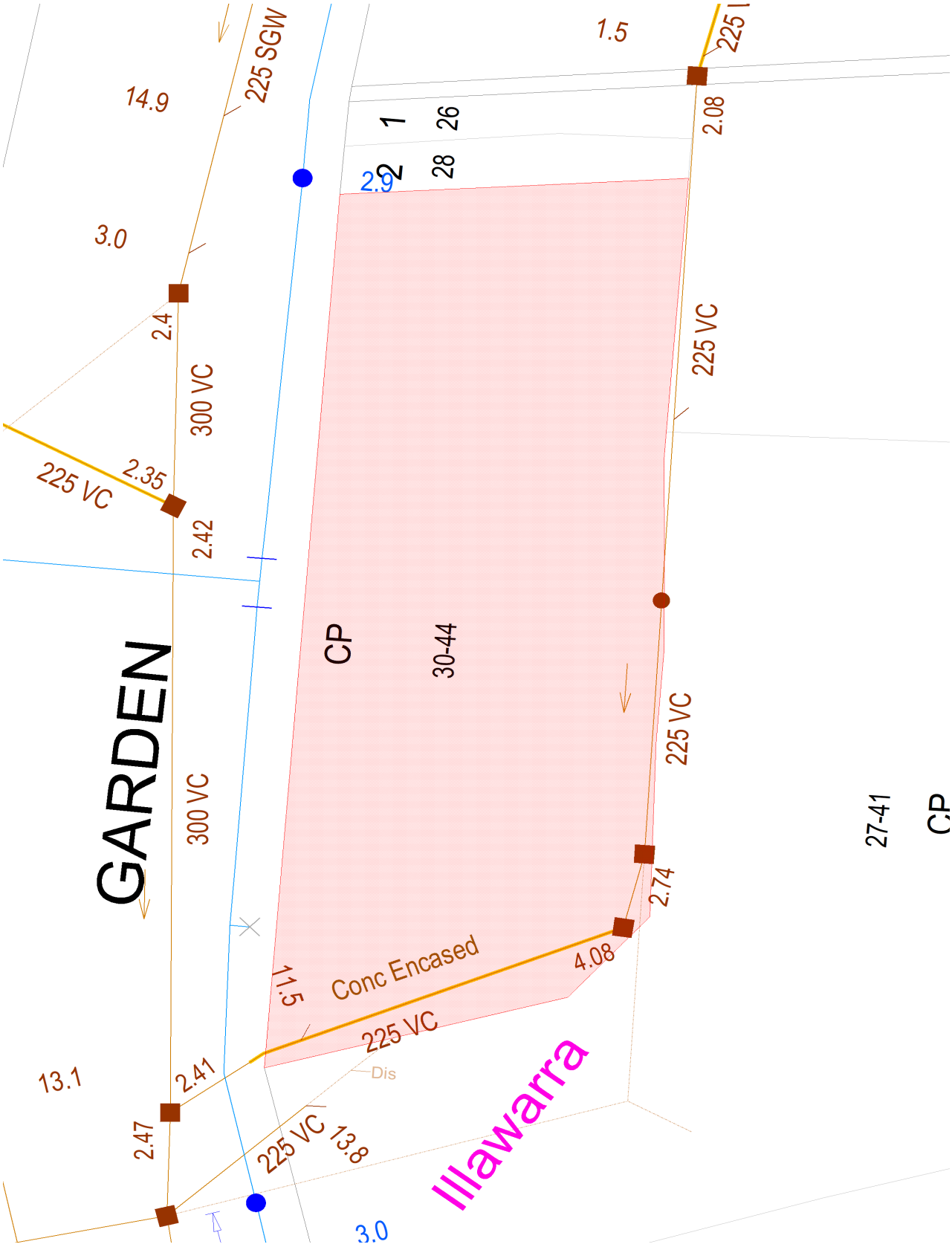
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

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Sydney WATER

Service Location Print

Application Number: 8005458203



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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

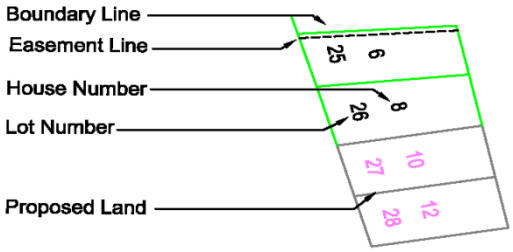
Vacuum Sewer

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

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

Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8005458202

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF SYDNEY SUBURB OF ALEXANDRIA Copy of Diagram no. 245320

SYMBOLS AND ABBREVIATIONS

INDICATES – DRAINAGE FITTINGS

■	Manhole	⊠ P	P. Trap		
□ Chr	Chamber	■ R	Reflux Valve		
● LH	Lamphole	<>	Cleaning Eye		
⊠	Boundary Trap	○ Vert	Vertical Pipe		
⊗	Inspection Shaft	IP	Induct Pipe		
■ Pit	Pit	MF	Mica Flap		
⊟ G	Grease Interceptor	Jn	Junction		
⊠	Gully	● RP	Rodding Point		

INDICATES – PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bid	Bidet
○ V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

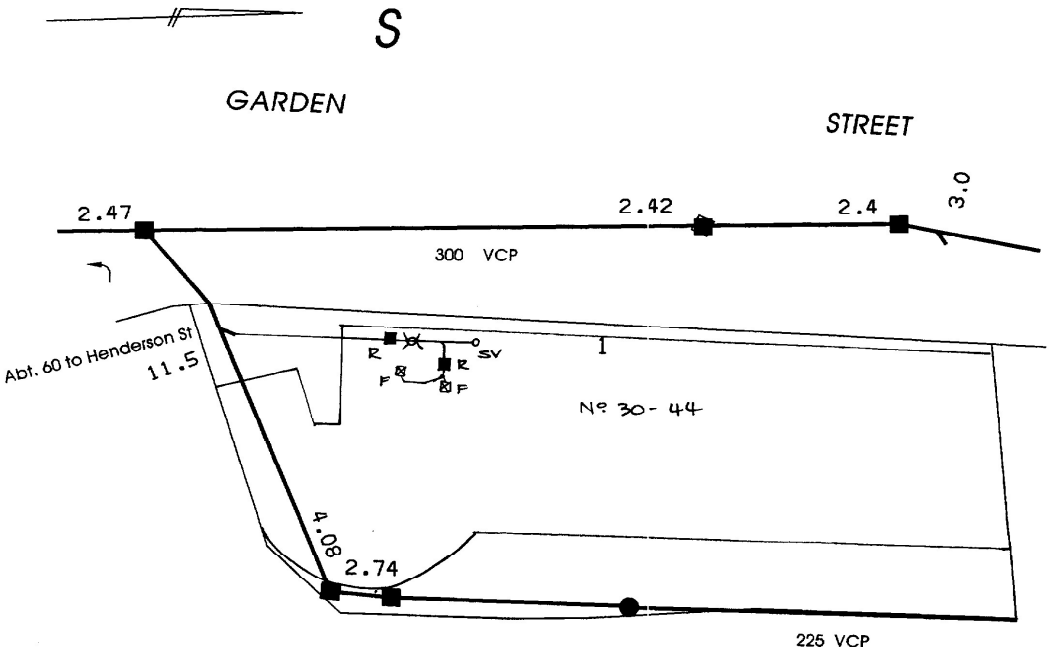
INDICATES – PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Soil Vent Pipe	○ WS	Waste Stack

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. The existance and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines in recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres

W.s	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected
Ur.s	Inspector	Outfall	Inspector
Sewer Ref. Sheet No.	Cert. Of Compliance No.	Drainer	Cert. Of Compliance No.
	Field Diagram Examined by	Plumber	
	Tracing Checked by	Boundary Trap REQUIRED	For Regional Manager

Connection Date:

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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**.