

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	My Property Epping 111G Midson Road EPPING NSW 2121	Ph: 02 9868 4888 Mob: 0402 870202 peter@mypropertyepping.com.au
co-agent vendor	Dryca Pty Limited ACN 002 504 332 42A Elaine Avenue, AVALON NSW 2112	
vendor's solicitor	Anne Arthur Solicitor PO Box 3033, PUTNEY NSW 2112	Ph: 9807 4348 anne@annearthurlaw.com.au
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	Unit 6/17 Bridge Street, EPPING NSW 2121 Lot 6 in Strata Plan 2372; Folio Identifier 6/SP2372	

improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

attached copies documents in the List of Documents as marked or numbered:
 other documents:

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

inclusions	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☐ range hood
	☒ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☒ built-in wardrobes	☐ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yesNominated **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):

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 diagram)
- ☒ 9 sewer lines location diagram (sewerage 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 or statement
 - ☐ 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 or management contract or statement
 - ☐ 55 document disclosing a change in boundaries
 - ☐ 56 information certificate under Strata Schemes Management Act 2015
 - ☐ 57 information certificate under Community Land Management Act 2021
 - ☐ 58 disclosure statement - off the plan contract
 - ☐ 59 other document relevant to off the plan contract
- Other**
- ☐ 60

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

BCS Strata Epping, Level 2, 51 Rawson Street, EPPING NSW 2121. Ph: 1300 889 227
 bcs_epping@bcssm.com.au

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.

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 to purchase the property, 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 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.

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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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. Where the market value of the property is at or above a legislated amount, 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 ATO.

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 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 Signed*, *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.

- 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*.

- 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*.

- 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 everything reasonable 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.

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) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 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
- 13.3.3 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.

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;
 - *FRGW 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).

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.

- 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 in writing 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 or management contract or 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 s171 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.

- 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.

- 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 earned 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 everything reasonable 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.

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 everything reasonable 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.
 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.

- 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.

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.

SPECIAL CONDITIONS

1. The printed conditions of this contract are amended as follows:
 - (a) By deleting "5%" in clause 7.1.1 and replacing it with "1%".
 - (b) By deleting the words in Clause 8.1 "on reasonable grounds".
 - (c) By adding the words "or delay completion" after the word "terminate" in clause 10.1.
 - (d) By deleting the word "substance" and replacing it with the word "existence" in clause 10.1.8.
 - (e) By deleting the word "substance" and replacing it with the word "existence" in clause 10.1.9.
 - (f) By adding the words "make a claim or requisition" after the word "rescind" in clause 10.2.
 - (g) By deleting Clause 14.4.2.
 - (h) By deleting the words in Clause 14.8 "or any adjoining footpath or road."
 - (i) By deleting "or fax" from clause 20.6.5.
 - (j) By deleting clauses 23.13 and clause 23.14.
2. No objection shall be taken, requisition made, or claim for compensation allowed, should it be found that any boundary fence does not stand precisely upon the line defined by the relevant title deed.
3. Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one, any one of them) prior to completion die or become mentally ill (as defined in the Mental Health Act) or become bankrupt (or, if the party is a Company, go into administration, liquidation, or have appointed to it in any capacity a Registered Liquidator or Official Receiver) then either party may rescind this Contract and the provisions of Clause 19 hereof shall apply.
4. The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor except such as are expressly provided herein but relies entirely upon the Purchaser's own enquiries relating to an inspection of the property and the Purchaser further acknowledges that the Purchaser accepts the property and any chattels and things included in this contract in their present condition and state of repair and subject to any infestation, dilapidation, fair wear and tear and further acknowledges that he shall make no requisition, objection or claim for compensation in relation to any such matters. Notwithstanding any other provision in this contract in the event that the Purchaser applies to the Local Council for a Certificate under Section 6.25 of the Environmental Planning and Assessment Act, the Purchaser shall not be entitled to require the Vendor to carry out any work in order to bring the property to a standard acceptable to the said Council which the Council requires as a result of that application.

5. The Purchaser hereby warrants, covenants and agrees that the Purchaser has prior to the signing of the agreement inspected the whole of the property hereby agreed to be sold and that the Purchaser will not be entitled at any time hereafter to make any objection, requisition or claim for compensation against the Vendor by reason of the fact that there are or may be any encroachment by or upon the subject property, or any part thereof; or in respect of the position of any buildings, fences, structures, improvements, drains, sewer pipes, vents and electrical cables (if any).
6. The Purchaser acknowledges that the Purchaser was not introduced to the Vendor by or through any Estate Agent (other than the Agent named herein) and the Purchaser shall indemnify and keep indemnified the Vendor against all claims by any Estate Agents claiming commission on the sale of the subject property to the Purchaser excepting any Estate Agent named herein and this clause shall not merge on completion.
7. Deposit:
 - (a) In the event that the Vendor has agreed to accept a 5% deposit, the following shall apply:
 - (i) Notwithstanding any other clause or notation made on or to this contract, the parties agree that the deposit is 10% of the price.
 - (ii) The deposit shall be paid in the following installments:
 - (1) the sum of 5% on the making of this contract (the first instalment); and
 - (2) 10% of the price, less the first instalment, on the Completion Date.
 - (iii) In addition to any other rights or remedies the Vendor may have either at law, in equity or under this contract, the Vendor may recover any of the deposit not paid by the Purchaser as a liquidated claim in a court of appropriate jurisdiction.
 - (b) Notwithstanding any other provision in this contract, in the event that this contract is exchanged subject to a cooling off period as provided for under Section 66S of the Conveyancing Act 1919 the deposit shall be paid as follows:
 - (i) 0.25% of the price on or before the date of this contract; and
 - (ii) the balance of the deposit (or the balance of the first installment of the deposit if special condition 7(a) applies) on or before the expiry of the cooling off period.
8.
 - (a) Where for any reason other than default by the party proposing to give a Notice to Complete this contract is not completed by the completion date, then at any time thereafter the party not in default may serve on the other party in default a Notice to Complete which makes time of the essence of the contract
 - (b) Any Notice to Complete shall nominate a date by which this contract must be completed, which date must be at least fourteen (14) days after the date of service of the Notice to Complete (calculated exclusive of the date of service but inclusive of the nominated date). Despite any rule of law or equity to the contrary, the parties agree that the period of fourteen (14) days is reasonable for all purposes.

- (c) If the Vendor is entitled to and serves a Notice to Complete the Purchaser must pay to the Vendor on completion the sum of \$250.00 plus GST by way of liquidated damages which the parties agree is a reasonable amount to cover the expenses of preparation and serving the Notice to Complete. Payment of this sum is an essential term of this contract and the vendor is under no obligation to complete unless the sum of \$250.00 plus GST is paid on completion.
- 9. If completion does not take place in accordance with this contract and the Vendor is not at fault then:
 - (a) the Purchaser must pay interest on the unpaid balance of the price at the rate of 10% per annum calculated daily from and including the completion date to but excluding the day this contract is completed;
 - (b) the interest must be paid on completion;
 - (c) the Vendor is not obliged to complete unless that interest is paid;
 - (d) the parties agree that the interest payable pursuant to this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this contract;
 - (e) the right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this contract.
- 10. In this clause:
 - (a) "GST" refers to Goods and Services Tax under A New Tax System (Goods and Services Tax) Act 1999 (GST Act) and the terms used have the meanings as defined in the GST Act.
 - (b) The purchaser warrants that he does not intend the property to be used in a way that could make the sale a taxable supply.
 - (c) Notwithstanding any other clause herein to the contrary, if the Purchaser breaches his warranty set out in Special Condition 10(b) and the Commission of Taxation determines the sale is a taxable supply:
 - (i) the purchaser agrees to pay to the vendor, within 14 days after the vendors' liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of GST, including any additional penalty and interest;
 - (ii) the vendor shall deliver to the purchaser as a precondition to such payment, a Tax Invoice in a form which complies with the GST Act and the Regulations.
 - (d) This clause shall not merge on completion.
- 11.
 - (a) The purchaser may only make requisitions on title under clause 5 in the form of standard requisitions annexed to this contract.
 - (b) The vendor is not obliged to reply to the purchaser's requisitions if the requisitions are not in the form described in this special condition.

12. In the event that this contract is exchanged subject to a cooling off period as provided for under Section 66S of the Conveyancing Act 1919 on each occasion the Purchaser requests an extension to cooling off period the purchaser shall pay the Vendor the sum of \$110.00 which is agreed to be a genuine pre-estimate of legal expenses incurred by the Vendor in obtaining consent to the extension. This amount shall be payable by the Purchaser on completion.

13. GUARANTEE:

..... of

.....

AND of

.....

(Hereinafter referred to as "the Guarantor") in consideration of entering into this Contract for Sale of Land between the Vendor and the Purchaser, the Guarantor and the Purchaser covenant with the Vendor that the Guarantor will pay the balance of the purchase price pursuant to this Contract at the time and in the manner aforementioned and that he will further pay any moneys payable pursuant to this Contract to the Vendor in the manner as aforesaid and that the Guarantor, his executors, administrators and assignees will indemnify and keep indemnified the Vendor from and against all damages, costs, charges and expenses arising out of or by reason of any breach, non performance, non observance or non compliance by the purchaser of any terms or conditions of any part of the Contract express or implied herein.

SIGNED by the Guarantor in the)
presence of:)

.....
Guarantor
Print Name:

.....
Witness

.....
Name of Witness

.....
Address of Witness



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
JERM Pty Limited (HM Allen)
Ph. 02 9199 1022 Fax.

FOLIO: 6/SP2372

SEARCH DATE	TIME	EDITION NO	DATE
5/4/2024	2:45 PM	2	26/8/2013

LAND

LOT 6 IN STRATA PLAN 2372
AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

DRYCA PTY LIMITED (RP AH929601)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP2372

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

AA.2021.22

PRINTED ON 5/4/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
JERM Pty Limited (HM Allen)
Ph. 02 9199 1022 Fax.

FOLIO: CP/SP2372

SEARCH DATE	TIME	EDITION NO	DATE
5/4/2024	2:47 PM	4	14/10/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 2372
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT EPPING
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP2372

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 2372
ADDRESS FOR SERVICE OF DOCUMENTS:
17 BRIDGE STREET
EPPING 2121

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H242674 EASEMENT FOR SUPPORT AFFECTING THE SITE DESIGNATED
(A) IN THE TITLE DIAGRAM
- 3 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974
- 4 AS39460 INITIAL PERIOD EXPIRED
- 5 AS547713 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 524)

STRATA PLAN 2372

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 45	2	- 45	3	- 35	4	- 45
5	- 45	6	- 35	7	- 35	8	- 50
9	- 50	10	- 35	11	- 50	12	- 50
13	- 1	14	- 1	15	- 1	16	- 1

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

AA.2021.22

PRINTED ON 5/4/2024

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



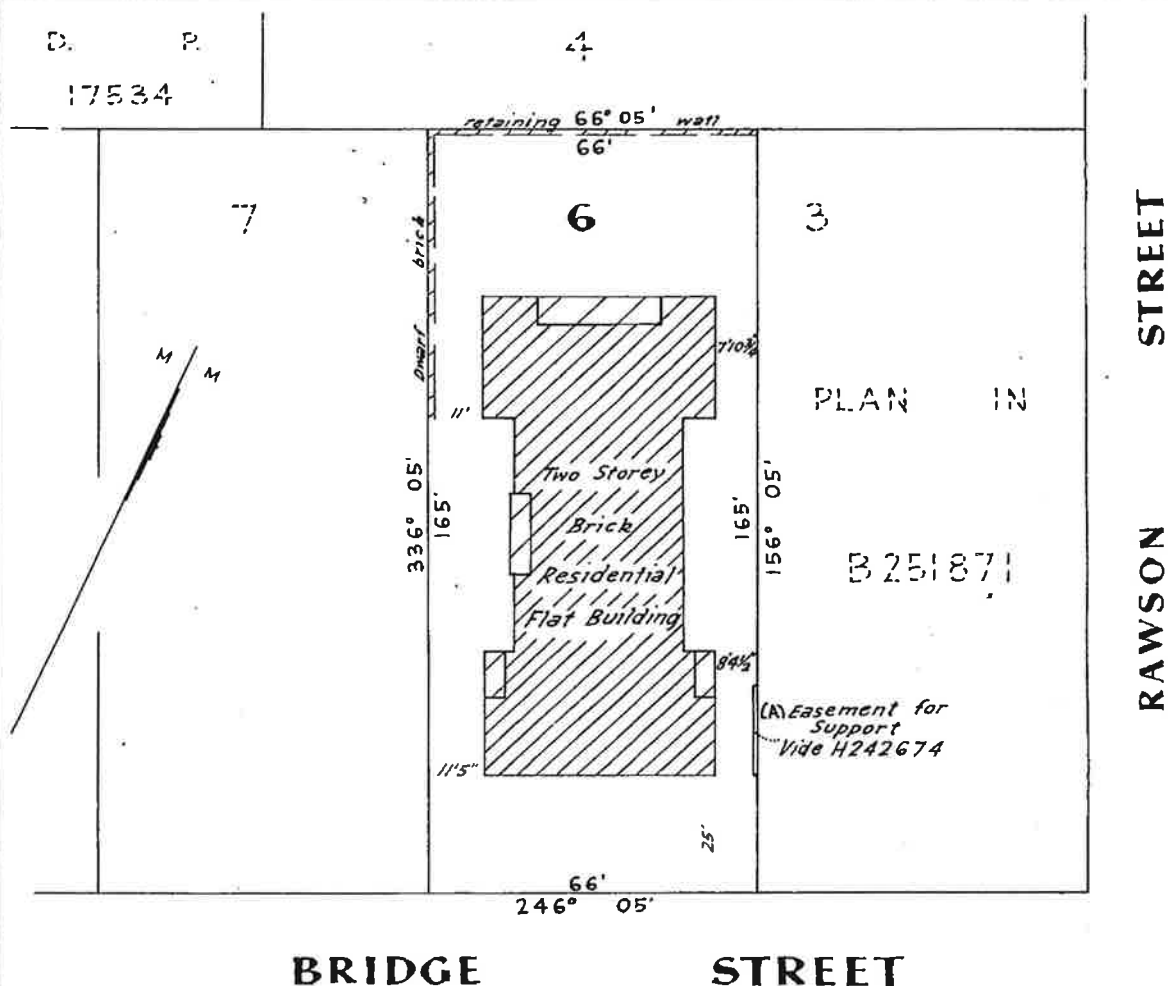
Registered:  23. 9. 1966

C.A.: S.T. 12 6312/2/32/1751 of 6. 9. 1966

Ref Map: Dundas Roll 1

Last Plan: D. P. 6385

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



(d) Delete if inappropriate.

[illegible]

STRATA PLAN No. 2372



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 2372

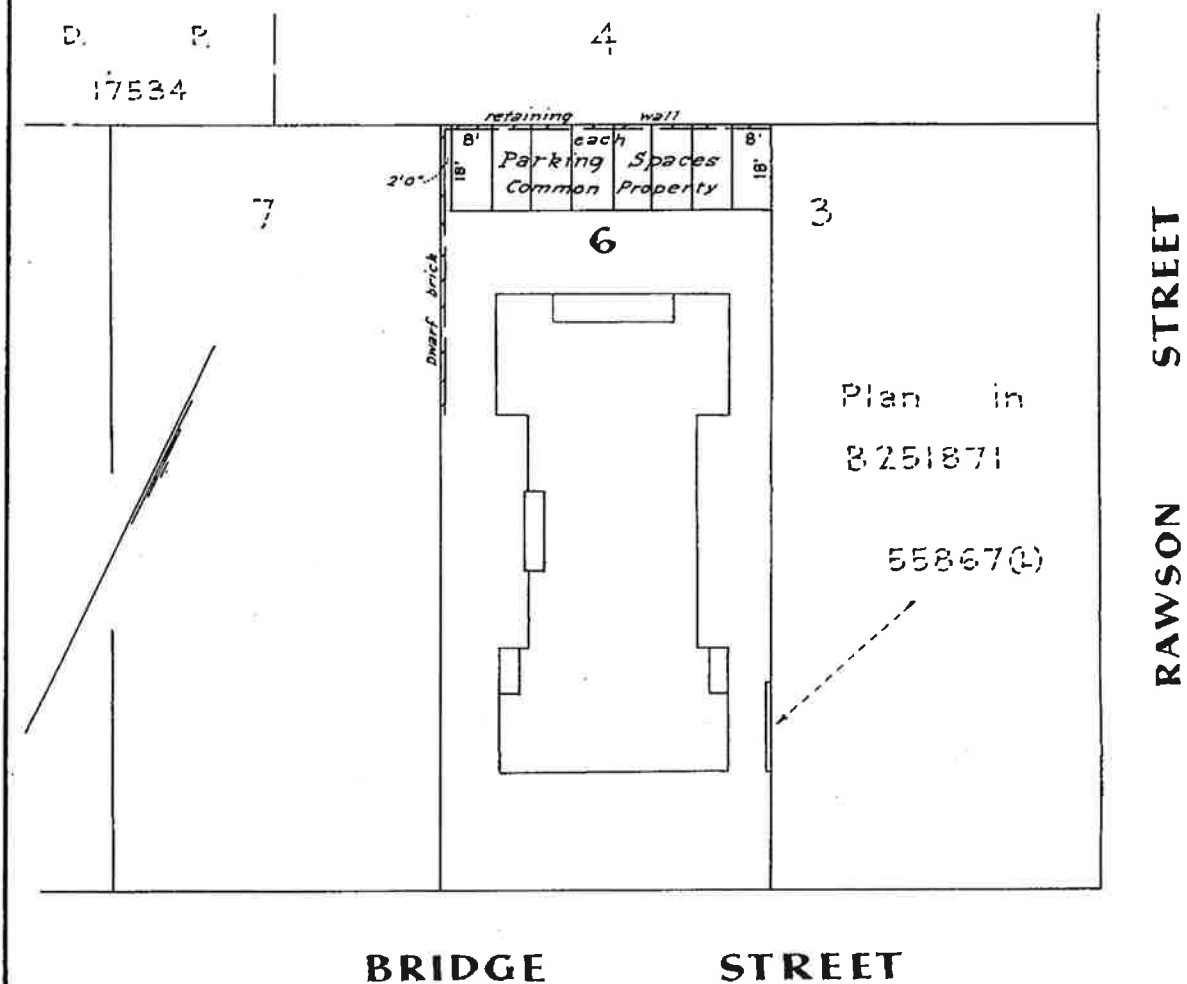
FEET	INCHES	METRES
2	-	0.61
5	6	1.675
7	10 3/4	2.405
8	-	2.44
8	4 1/2	2.555
10	6	3.2
11	-	3.355
11	5	3.48
12	5	3.785
13	-	3.96
18	-	5.485
21	6	6.555
25	-	7.62
66	-	20.115
165	-	50.29

SQ FT	SQ M
225	20.9
235	21.8
236	21.9
267	24.8
279	25.9
500	46.5
700	65
765	71.1

Schedule of Unit Entitlement		OFFICE USE ONLY	
		Current C ^s of T.	
Lot N ^o	Unit Entitlement	Vol.	Fol.
1	45	10413-	54
2	45	10413-	55
3	35	10413-	56
4	45	10413-	57
5	45	10413-	58
6	35	10413-	59
7	35	10413-	60
8	50	10413-	61
9	50	10413-	62
10	35	10413-	63
11	50	10413-	64
12	50	10413-	65
13	1	10413-	66
14	1	10413-	67
15	1	10413-	68
16	1	10413-	69
AGGREGATE	524		

S. J. Jamison
Council Clerk.

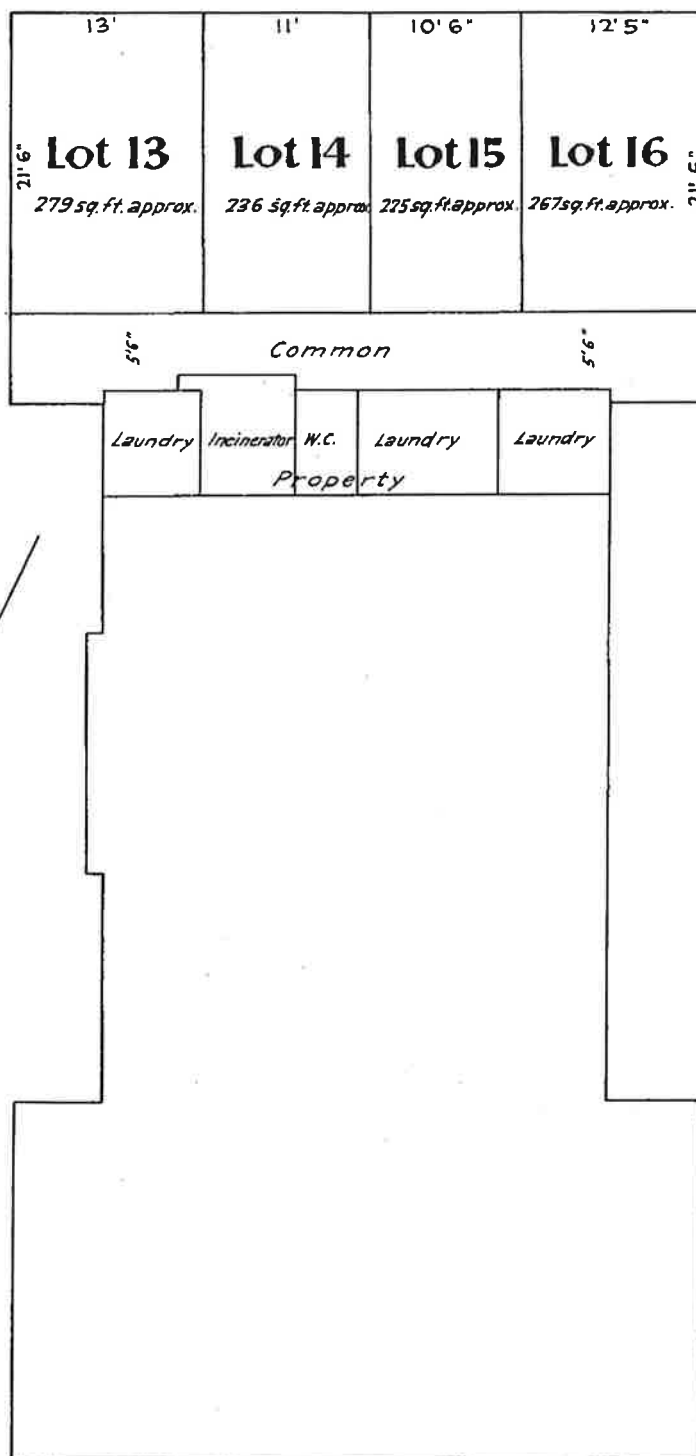
STRATA PLAN No. 2372
PARKING SPACES



S. James
Council Clerk.

STRATA PLAN No. 2372

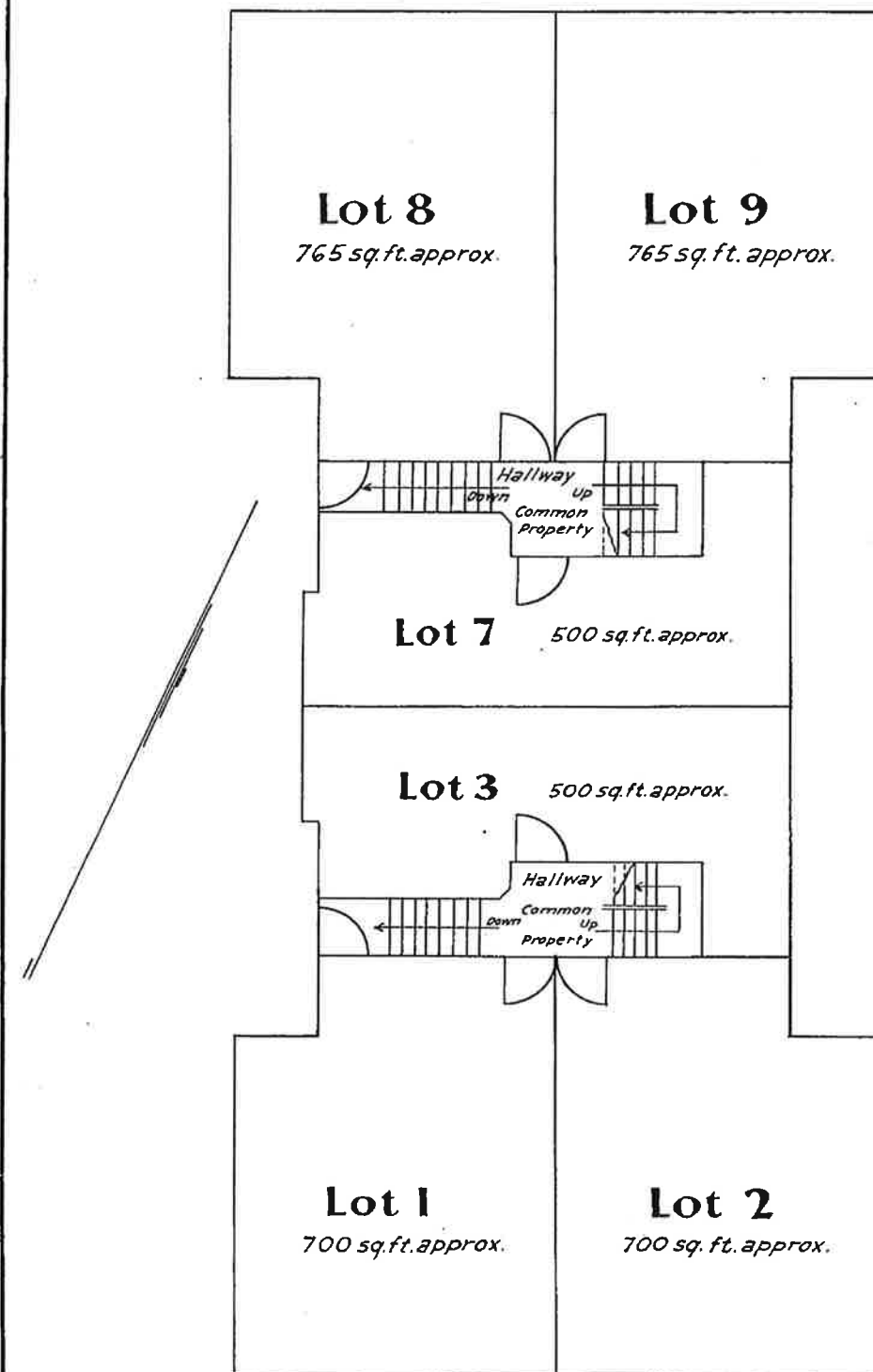
BASEMENT AND GARAGES



P. J. Cameron
Council Clerk.

STRATA PLAN No. 2372

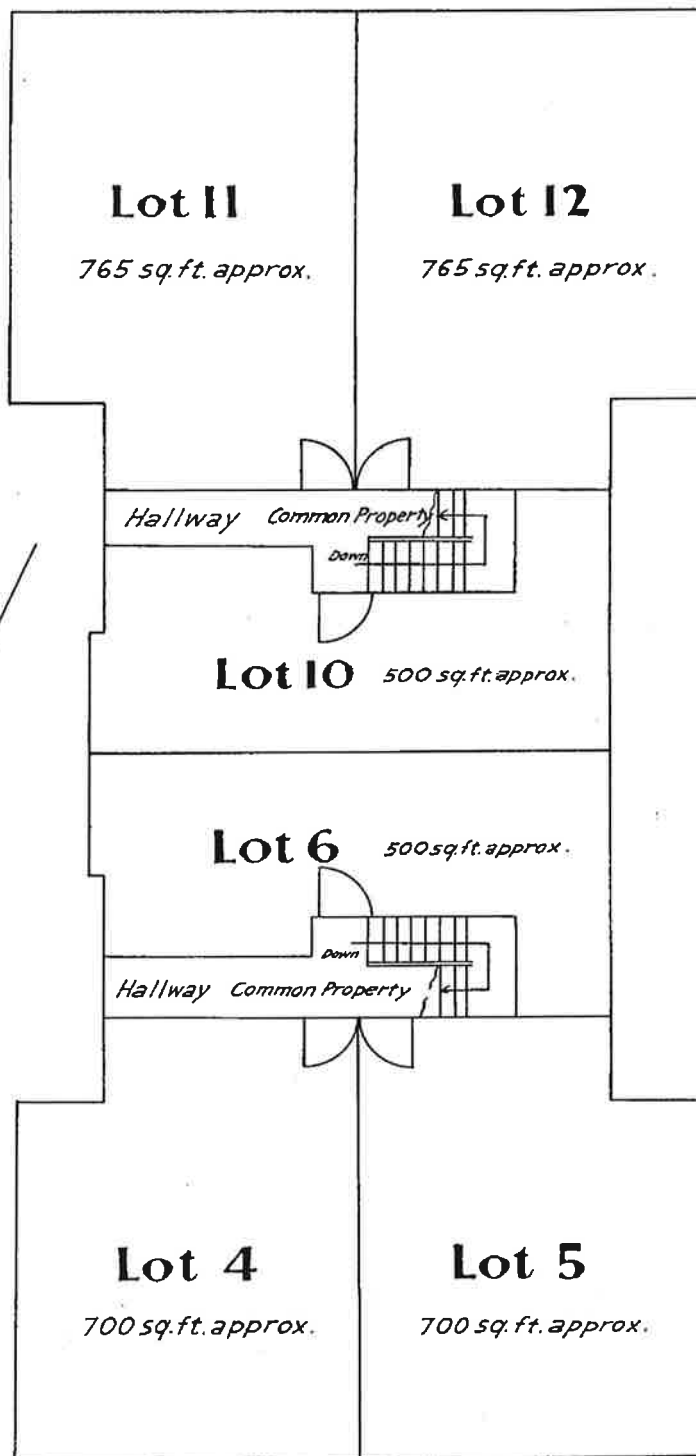
GROUND FLOOR



B. J. Jameson
Council Clerk.

STRATA PLAN No. 2372

FIRST FLOOR



R.S. Jameson
Council Clerk.

Whitehead & Furze
55180
H 242674

THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED
843 GEORGE-ST. SYDNEY

LODGED BY WHITEHEAD & FURZE
Solicitors
92 Pitt Street,
SYDNEY

No. _____
PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

I, _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____
who is personally known to me.

Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)
Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.
Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS
Appeared before me at _____ the _____ day of _____ one thousand _____
nine hundred and _____ the attesting witness to this instrument
and declared that he personally knew _____ the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said _____ is _____ own handwriting, and
that _____ he was of sound mind and freely and voluntarily signed the same.

INDEXED
MEMORANDUM OF TRANSFER
of _____ of _____ for support
Checked by _____
Particulars entered in Register Book.
Volume 2652 Folio 105
Passed (in S.D.B.) by _____
the 23rd day of February 1960 at _____
Signed by _____ minutes past _____ clock in the _____ noon.
Registrar-General

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing.
1 Plan 4
2 5
3 6
Received Do Nos. _____
Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.
EXTRA SPACES
Diagram
Extra Folios

PROGRESS RECORD.
Initialed Date
Sent to Survey Branch
Received from Records
Draft written
Draft examined
Diagram prepared
Diagram examined
Draft forwarded
Supt. of Engravers
Cancellation Clerk
VOL. _____ FOL. _____

FEES.
The Fees, which are payable on lodgment, are as follows:—
(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
(b) A supplementary charge of 10s. is made in each of the following:—
(i) where a restrictive covenant is imposed; or
(ii) a new monument is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
(c) Where a new Certificate of Title must issue the scale charges are:—
(i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 16 folios, an amount of 5s. per folium, extra fee is payable.

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 20220150

Land Registry Document Identification

AS39460

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/SP2372	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP2372
Other legal entity

Meeting Date

23/02/2022

Repealed by-law No.

Details Not applicable

Amended by-law No.

Details Not applicable

Added by-law No.

Details Special By-law No 6

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP2372

Signer Name MONIKA JANDREK

Signer Organisation JLAWYERS PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 11/04/2022

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 2372

Consolidated Strata By-Laws

17 Bridge Street EPPING NSW 2121

SP2372

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 2372

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ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 2372

SCHEDULE 2 – By-laws for pre-1996 strata schemes

1. Noise

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

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

2. Vehicles

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

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

3. Obstruction of common property

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

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

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

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

5. Damage to common property

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

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

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 2372

6. Behaviour of owners and occupiers

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

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

7. Children playing on common property in building

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

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

8. Behaviour of invitees

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

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

9. Depositing rubbish and other material on common property

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

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

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

10.Drying of laundry items

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

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

11.Cleaning windows and doors

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

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

12.Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 2372

13. Moving furniture and other objects on or through common property

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

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

14. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

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

15. Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

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- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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

16.Keeping of animals

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

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

17.Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

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

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18. Notice board

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

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

19. Change in use of lot to be notified

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

Special By-law 1 – Electronic Delivery of Notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-law 2 – Previously Installed Air Conditioning Units

- 1.1 This by-law relates to lots in the strata scheme with air conditioning units which at the date of this by-law have been installed.
- 1.2 "Owner" means an owner of a lot which has had an air conditioning unit installed prior to the date when this by-law was made.
- 1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the

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installation of the said air conditioning unit.

1.4 An owner of a lot shall:

- (a) Have a special privilege in respect of the common property to install and keep an air conditioning unit in and on the common property, and a special privilege in respect of common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to the lot and shall have the exclusive use of those parts of the common property occupied by the air conditioning unit.
- (b) Properly maintain and keep the common property to which the air conditioning unit, pipes, electrical/cabling and ducting is attached in a state of good serviceable repair.
- (c) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good and serviceable repair.
- (d) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical, cabling and ducting; and
- (e) Not be permitted to replace the air conditioning unit without the written approval of the Owners Corporation.

1.5 With respect of any air conditioning unit installed prior to making of this by-law, an owner shall inform the Owners Corporation in writing that such installation has been effected and such advice shall include details of the size, capacity and model of the unit, and location of common property. The Owners Corporation may reasonably require the owner to ameliorate any adverse impact on the peaceful enjoyment of any other owner or occupier of another lot or the appearance of the building.

1.6 Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owner

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

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pursuant to this by-law.

Special By-law 3 – Installation of Air Conditioning Units

- 1.1 This by-law relates to every lot in the strata scheme.
- 1.2 "Owner" means an owner of a lot in which an air conditioning unit is to be installed.
- 1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.
- 1.4 Upon the installation of the air conditioning unit, an owner of a lot shall:
 - (a) Have a special privilege in respect of the common property to install and keep the said air and conditioning unit in and on the common property, and a special privilege in respect of the common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to their respective lots and shall have exclusive use of those parts of the common property occupied by the air conditioning unit.
 - (b) Conceal pipes, electrical cabling and ducting from view, as far as possible.
 - (c) Install the air conditioning unit in a manner and position so that it is least visible from the street.
 - (d) Properly maintain and keep the common property in which the air conditioning unit, pipes, electrical cabling and ducting is attached in a state of good and serviceable repair.
 - (e) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good serviceable repair.
 - (f) Be responsible for any damage occasioned to common property by the

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attachment to or through it by the air conditioning unit, pipes, electrical cabling and ducting.

- (g) Be responsible for the re-instatement of common property if the air conditioning unit, pipes, electrical cabling and ducting are removed.
 - (h) Maintain the integrity of waterproofing and integrity of the fire safety of the building and shall ensure that any penetration of the common property or any fire rated element shall be sealed in accordance with the Building Code of Australia and relevant Australian Standards; and
 - (i) Not use the air conditioning unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or the common property by any person entitled to use it.
- 1.5
- (a) Before proceeding to install an air conditioning unit, an owner shall obtain prior written consent (which shall not be withheld unreasonably) of the Executive Committee with respect of the installation.
 - (b) An application for consent shall include details of the size, capacity and model of the air conditioning unit, its proposed location on common property and plans to ameliorate any adverse impact on the appearance of the building.
- 1.6
- Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owners pursuant to this by-law.
- 1.7
- (a) If an owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the owner to comply with the terms of it;
 - (b) If an owner, after being requested in writing to do so, fails to comply with the relevant terms, the Owners Corporation without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

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Schemes Management Act 1996, to enter upon the lot, have the necessary work performed and recover the cost of such work from the owner.

- (c) Any costs, if not paid at the end of one month after becoming due and payable, shall bear until paid simple interest at an annual rate of 10% and
- (d) The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

1.8 That all work is to be carried out by suitably qualified and licensed tradesperson/s.

Special By-law 4 – By-law for Works (Lot 4)

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 2372

- (c) **"Bathroom Works"** means renovations to the bathroom of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (d) **"Building"** means the building(s) situated at 17 Bridge Street EPPING NSW 2121.
- (e) **"Claims"** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **"Insurances"** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (g) **"Lot"** means lot 4 in the Strata Scheme.
- (h) **"Owner"** means the owner(s) of the Lot.
- (i) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (j) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 2372.
- (k) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (l) **"Works"** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works, together with the application of effective waterproofing and acoustic insulation as required and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

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In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For

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THE OWNERS – STRATA PLAN NO 2372

clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works; and
 - (ii) information providing the proposed specifications, method of installation and insulation, acoustic performance, and, where relevant, the type, colour, style and size of the Works, and, if required by the Owners Corporation, a dilapidation report;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration and consolidation fees for the registration of this by-law.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

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THE OWNERS – STRATA PLAN NO 2372

- (a) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (b) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (c) **(certification)** have structural, waterproofing, acoustic, fire, electrical, plumbing and other certification as required by the Owners Corporation; and
- (d) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation and in this regard the strata committee shall advise where and for what duration of time a skip-bin is permitted to be on the common property; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

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The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies demand cessation of the Works and/or enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

The Owners – Strata Plan No 2372 SPECIALLY RESOLVED pursuant to Section 106 (3) of the *Strata Schemes Management Act, 2015* (NSW) to determine by special resolution that:

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- (a) it is inappropriate to maintain, renew, replace or repair the bathroom renovations or any part thereof including bathroom waterproofing servicing lot 4 at the scheme; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law 5 – By-law for Delegation to Strata Committee for Minor Renovations Approval

1. INTRODUCTION

The purpose of this by-law is to specifically permit the Owners Corporation to delegate to the Strata Committee the Delegated Functions

2. DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **Building** means the building(s) situated at 17 Bridge Street EPPING NSW 2121.
- (c) **Delegated Functions** means the functions of the Owners Corporation set out in Section 110(6)(b) of the Act including, but not limited to, authorising Minor Renovations and any additional works resolved by the Owners Corporation in a by-law pursuant to Section 110(6)(a) of the Act to be a minor renovation and imposing reasonable conditions thereon.
- (d) **Minor Renovations** means the works set out in Section 110(3) of the Act and Regulation 28 of the *Strata Schemes Management Regulation, 2016* (NSW).
- (e) **Owners Corporation** means the owners corporation constituted on registration of strata plan number 2372.
- (f) **Strata Committee** means the strata committee, from time to time, of the Owners Corporation established under the Act.

2.2 Interpretation

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

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THE OWNERS – STRATA PLAN NO 2372

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in the Act, the *Strata Schemes Management Regulation, 2016* (NSW) (the "**Regulations**") or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) if there is any inconsistency between this by-law and the applicable strata management statement (if any), then the provisions of the management statement will prevail; and
- (l) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme.

3. Delegation to Strata Committee to approve Minor Renovations

For the purposes of the management, administration, control, use or enjoyment of the lots

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or the common property and lots of the Building, the Owners Corporation makes this additional by-law to specifically permit the Owners Corporation to delegate to the Strata Committee, the Delegated Functions. For clarity, in addition to its powers under the Act and the Regulations, this by-law empowers the Strata Committee to exercise the Delegated Functions.

The Owners – Strata Plan No 2372 SPECIALLY RESOLVED pursuant to Section 106 (3) of the *Strata Schemes Management Act, 2015* (NSW) to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair any minor renovations carried out at the scheme; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law 6 – By-law for Works (Lot 4)

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).

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- (b) **"Authority"** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **"Bathroom Works"** means renovations to the bathroom of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (d) **"Building"** means the building(s) situated at 17 Bridge Street EPPING NSW 2121.
- (e) **"Claims"** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **"Flooring Works"** means the works for the removal of carpet throughout the Lot and the installation of hard surface flooring in lieu thereof.
- (g) **"Insurances"** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (h) **"Lot"** means lot 4 in the Strata Scheme.
- (i) **"Owner"** means the owner(s) of the Lot.
- (j) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (k) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 2372.
- (l) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (m) **"Works"** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works and Flooring Works, together with the application of effective waterproofing and acoustic insulation as required and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

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2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For

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clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works; and
 - (ii) information providing the proposed specifications, method of installation and insulation, acoustic performance, and, where relevant, the type, colour, style and size of the Works, and, if required by the Owners Corporation, a dilapidation report;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration and consolidation fees for the registration of this by-law.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

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- (a) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (b) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (c) **(certification)** have structural, waterproofing, acoustic, fire, electrical, plumbing and other certification as required by the Owners Corporation; and
- (d) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation and in this regard the strata committee shall advise where and for what duration of time a skip-bin is permitted to be on the common property; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

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The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies demand cessation of the Works and/or enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

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The Owners Corporation specially resolved pursuant to Section 106 (3) of the *Strata Schemes Management Act, 2015* (NSW) to determine by special resolution that:

- (a) it is inappropriate to maintain, renew, replace or repair the flooring works or bathroom renovations or any part thereof including bathroom waterproofing servicing lot 4 at the scheme; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

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 2372 was affixed on 22nd March 2022 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: RKeyte

Name: Richard Keyte

Authority: Strata Managing Agent



Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 2372 was affixed on 22nd March 2022 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: Richard Keyte

Authority: Strata Managing Agent



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 JAA20220267

Land Registry Document Identification

AS547713

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/SP2372	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP2372
Other legal entity

Meeting Date

29/09/2022

Added by-law No.

Details Not applicable

Repealed by-law No.

Details Not applicable

Amended by-law No.

Details By-law 28

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. SP2372
Signer Name MONIKA JANDREK
Signer Organisation JLAWYERS PTY. LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/10/2022

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 2372

Consolidated Strata By-Laws

17 Bridge Street EPPING NSW 2121

SP2372

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ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS
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THE OWNERS – STRATA PLAN NO 2372

SCHEDULE 2 – By-laws for pre-1996 strata schemes

1. Noise

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

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

2. Vehicles

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

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

3. Obstruction of common property

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

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

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

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

5. Damage to common property

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

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

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

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

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6. Behaviour of owners and occupiers

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

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

7. Children playing on common property in building

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

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

8. Behaviour of invitees

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

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

9. Depositing rubbish and other material on common property

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

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

10.Drying of laundry items

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

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

11.Cleaning windows and doors

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

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

12.Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

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13. Moving furniture and other objects on or through common property

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

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

14. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

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

15. Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

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- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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

16.Keeping of animals

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

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

17.Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

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

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18. Notice board

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

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

19. Change in use of lot to be notified

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

28. Exclusive Use Parking Spacesⁱ

NOTWITHSTANDING any provision to the contrary appearing in these By-Laws, the proprietor for the time being of each lot (the number of which appears in the first column of the Schedule of this By-Law) shall have the right to the exclusive use and enjoyment of (and the right to ingress thereto and agrees therefrom) the parking or garage space, as the case may be, the designation of which appears in the second column of the said Schedule opposite such respective Lot number and which space is identified with reference to the plan marked "A" annexed hereto.

FIRST COLUMN	SECOND COLUMN
Lot Number	Parking or Car Space Number
1	1
2	2
3	3
6	4
7	7
9	6
10	8
11	5

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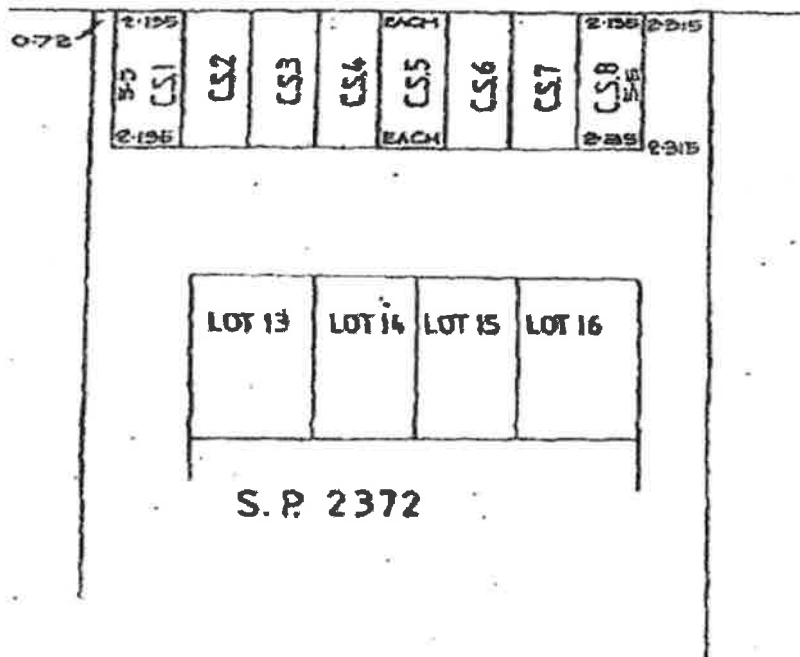
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THE SCHEDULE

ANNEXURE "A"

PLAN

SHOWING GARAGES & CAR SPACES
 N° 17 BRIDGE ST.
 EPPING
 1:200



This is the annexure marked "A"
 referred to in the Change of
 By-Laws in respect of Strata
 Plan No. 2372 and dated the
 20th day of August 1984.

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Special By-law 1 – Electronic Delivery of Noticesⁱⁱ

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-law 2 – Previously Installed Air Conditioning Unitsⁱⁱⁱ

- 1.1 This by-law relates to lots in the strata scheme with air conditioning units which at the date of this by-law have been installed.
- 1.2 "Owner" means an owner of a lot which has had an air conditioning unit installed prior to the date when this by-law was made.
- 1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.
- 1.4 An owner of a lot shall:
 - (a) Have a special privilege in respect of the common property to install and keep an air conditioning unit in and on the common property, and a special privilege in respect of common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to the lot and shall have the exclusive use of those parts of the common property occupied by the air conditioning unit.
 - (b) Properly maintain and keep the common property to which the air conditioning unit, pipes, electrical/cabling and ducting is attached in a state of good serviceable repair.
 - (c) Properly maintain and keep the air conditioning unit, pipes, electrical

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cabling and ducting which are attached in a state of good and serviceable repair.

- (d) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical, cabling and ducting; and
 - (e) Not be permitted to replace the air conditioning unit without the written approval of the Owners Corporation.
- 1.5 With respect of any air conditioning unit installed prior to making of this by-law, an owner shall inform the Owners Corporation in writing that such installation has been effected and such advice shall include details of the size, capacity and model of the unit, and location of common property. The Owners Corporation may reasonably require the owner to ameliorate any adverse impact on the peaceful enjoyment of any other owner or occupier of another lot or the appearance of the building.
- 1.6 Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owner pursuant to this by-law.

Special By-law 3 – Installation of Air Conditioning Units^{iv}

- 1.1 This by-law relates to every lot in the strata scheme.
- 1.2 "Owner" means an owner of a lot in which an air conditioning unit is to be installed.
- 1.3 The air conditioning unit referred to in this by-law means the air conditioning unit and associated pipes, electrical cabling and ducting utilized in the installation of the said air conditioning unit.
- 1.4 Upon the installation of the air conditioning unit, an owner of a lot shall:
- (a) Have a special privilege in respect of the common property to install and

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keep the said air and conditioning unit in and on the common property, and a special privilege in respect of the common property to attach pipes, electrical cabling and ducting to and through common property (excluding that part of the common property being the roof cavity) for the transmission of cooled or heated air from the air conditioning unit to their respective lots and shall have exclusive use of those parts of the common property occupied by the air conditioning unit.

- (b) Conceal pipes, electrical cabling and ducting from view, as far as possible.
- (c) Install the air conditioning unit in a manner and position so that it is least visible from the street.
- (d) Properly maintain and keep the common property in which the air conditioning unit, pipes, electrical cabling and ducting is attached in a state of good and serviceable repair.
- (e) Properly maintain and keep the air conditioning unit, pipes, electrical cabling and ducting which are attached in a state of good serviceable repair.
- (f) Be responsible for any damage occasioned to common property by the attachment to or through it by the air conditioning unit, pipes, electrical cabling and ducting.
- (g) Be responsible for the re-instatement of common property if the air conditioning unit, pipes, electrical cabling and ducting are removed.
- (h) Maintain the integrity of waterproofing and integrity of the fire safety of the building and shall ensure that any penetration of the common property or any fire rated element shall be sealed in accordance with the Building Code of Australia and relevant Australian Standards; and
- (i) Not use the air conditioning unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or the common property by any person entitled to use it.

- 1.5 (a) Before proceeding to install an air conditioning unit, an owner shall

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obtain prior written consent (which shall not be withheld unreasonably) of the Executive Committee with respect of the installation.

- (b) An application for consent shall include details of the size, capacity and model of the air conditioning unit, its proposed location on common property and plans to ameliorate any adverse impact on the appearance of the building.

1.6 Owners hereby indemnify and keep indemnified the Owners Corporation in respect of that part of the common property benefiting the owners against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the use of the common property by the owners pursuant to this by-law.

1.7 (a) If an owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the owner to comply with the terms of it;

(b) If an owner, after being requested in writing to do so, fails to comply with the relevant terms, the Owners Corporation without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the lot, have the necessary work performed and recover the cost of such work from the owner.

(c) Any costs, if not paid at the end of one month after becoming due and payable, shall bear until paid simple interest at an annual rate of 10% and

(d) The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

1.8 That all work is to be carried out by suitably qualified and licensed tradesperson/s.

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Special By-law 4 – By-law for Works (Lot 4)^v

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **"Act"** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **"Authority"** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **"Bathroom Works"** means renovations to the bathroom of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (d) **"Building"** means the building(s) situated at 17 Bridge Street EPPING NSW 2121.
- (e) **"Claims"** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **"Insurances"** means:

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- (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (g) **"Lot"** means lot 4 in the Strata Scheme.
- (h) **"Owner"** means the owner(s) of the Lot.
- (i) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (j) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 2372.
- (k) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (l) **"Works"** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works, together with the application of effective waterproofing and acoustic insulation as required and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;

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- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works; and

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- (ii) information providing the proposed specifications, method of installation and insulation, acoustic performance, and, where relevant, the type, colour, style and size of the Works, and, if required by the Owners Corporation, a dilapidation report;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration and consolidation fees for the registration of this by-law.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

- (a) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (b) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (c) **(certification)** have structural, waterproofing, acoustic, fire, electrical, plumbing and other certification as required by the Owners Corporation; and
- (d) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

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4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation and in this regard the strata committee shall advise where and for what duration of time a skip-bin is permitted to be on the common property; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.

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- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies demand cessation of the Works and/or enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

The Owners – Strata Plan No 2372 SPECIALLY RESOLVED pursuant to Section 106 (3) of the *Strata Schemes Management Act, 2015* (NSW) to determine by special resolution that:

- (a) it is inappropriate to maintain, renew, replace or repair the bathroom renovations or any part thereof including bathroom waterproofing servicing lot 4 at the scheme; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

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Special By-law 5 – By-law for Delegation to Strata Committee for Minor Renovations Approval^{vi}

1. INTRODUCTION

The purpose of this by-law is to specifically permit the Owners Corporation to delegate to the Strata Committee the Delegated Functions

2. DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **Building** means the building(s) situated at 17 Bridge Street EPPING NSW 2121.
- (c) **Delegated Functions** means the functions of the Owners Corporation set out in Section 110(6)(b) of the Act including, but not limited to, authorising Minor Renovations and any additional works resolved by the Owners Corporation in a by-law pursuant to Section 110(6)(a) of the Act to be a minor renovation and imposing reasonable conditions thereon.
- (d) **Minor Renovations** means the works set out in Section 110(3) of the Act and Regulation 28 of the *Strata Schemes Management Regulation, 2016* (NSW).
- (e) **Owners Corporation** means the owners corporation constituted on registration of strata plan number 2372.
- (f) **Strata Committee** means the strata committee, from time to time, of the Owners Corporation established under the Act.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;

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- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in the Act, the *Strata Schemes Management Regulation, 2016* (NSW) (the "**Regulations**") or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) if there is any inconsistency between this by-law and the applicable strata management statement (if any), then the provisions of the management statement will prevail; and
- (l) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme.

3. Delegation to Strata Committee to approve Minor Renovations

For the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of the Building, the Owners Corporation makes this additional by-law to specifically permit the Owners Corporation to delegate to the Strata Committee, the Delegated Functions. For clarity, in addition to its powers under the Act and the Regulations, this by-law empowers the Strata Committee to exercise the Delegated Functions.

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The Owners – Strata Plan No 2372 SPECIALLY RESOLVED pursuant to Section 106 (3) of the *Strata Schemes Management Act, 2015* (NSW) to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair any minor renovations carried out at the scheme; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law 6 – By-law for Works (Lot 4)^{vii}

1. Introduction

The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Bathroom Works”** means renovations to the bathroom of the Lot, including the full demolition and strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (ceiling excepted).
- (d) **“Building”** means the building(s) situated at 17 Bridge Street EPPING NSW 2121.

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- (e) **"Claims"** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **"Flooring Works"** means the works for the removal of carpet throughout the Lot and the installation of hard surface flooring in lieu thereof.
- (g) **"Insurances"** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (h) **"Lot"** means lot 4 in the Strata Scheme.
- (i) **"Owner"** means the owner(s) of the Lot.
- (j) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (k) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 2372.
- (l) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2017* (NSW).
- (m) **"Works"** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Bathroom Works and Flooring Works, together with the application of effective waterproofing and acoustic insulation as required and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;

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- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

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- (a) **(provide information)** provide to the Owners Corporation:
 - (i) plans, diagrams and details of the location of all parts of the Works; and
 - (ii) information providing the proposed specifications, method of installation and insulation, acoustic performance, and, where relevant, the type, colour, style and size of the Works, and, if required by the Owners Corporation, a dilapidation report;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration and consolidation fees for the registration of this by-law.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

- (a) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (b) **(no nuisance)** not cause any noise or nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (c) **(certification)** have structural, waterproofing, acoustic, fire, electrical, plumbing and other certification as required by the Owners Corporation; and

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- (d) **(Authority's requirements)** have, any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation and in this regard the strata committee shall advise where and for what duration of time a skip-bin is permitted to be on the common property; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

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- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies demand cessation of the Works and/or enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

7. Divestment of Owners Corporation's responsibility

The Owners Corporation specially resolved pursuant to Section 106 (3) of the *Strata Schemes Management Act, 2015* (NSW) to determine by special resolution that:

- (a) it is inappropriate to maintain, renew, replace or repair the flooring works or bathroom renovations or any part thereof including bathroom waterproofing servicing lot 4 at the scheme; and

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- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

-
- ⁱ Registered Dealing #V331312 passed 07.04.1984
 - ⁱⁱ Registered Dealing #AH222428 passed 02.08.2012
 - ⁱⁱⁱ Registered Dealing #AH222428 passed 02.08.2012
 - ^{iv} Registered Dealing #AH222428 passed 02.08.2012
 - ^v Registered Dealing #AQ802837 passed 24.11.2020
 - ^{vi} Registered Dealing #AQ802837 passed 24.11.2020
 - ^{vii} Registered Dealing #AS39460 passed 23.02.2022

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 2372 was affixed on 6th October 2022 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: Richard Keyte

Authority: Strata Managing Agent

Executed at 3:49pm on 06.10.2022 by electronic signature affixed by me, Richard Keyte.



PLANNING CERTIFICATE**CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2024/2700
Fee: \$66.51
Issue Date: 5 April 2024
Receipt No: 7495071
Applicant Ref: AA.2021.22.2:216225

DESCRIPTION OF LAND

Address: 6/17 Bridge Street
EPPING NSW 2121

Lot Details: Lot 6 SP 2372

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2023

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: R4 High Density Residential PLEP2023

Zone R4 High Density Residential (Parramatta Local Environmental Plan 2023)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for high density residential development close to open space, major transport nodes, services and employment opportunities.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if the activities will not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

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

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

State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre
DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental Plan which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Development Control Plan

The land is affected by the Parramatta Development Control Plan (DCP) 2023

Draft Late Night Trading Development Control Plan (DCP)

Development Contribution Plan

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

Heritage Item/Heritage Conservation Area

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

Site Compatibility Certificate (Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

a. Site compatibility certificate (affordable rental housing),
in respect to the land.

Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?

NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?

NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?

NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?

NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?

NO

Tree Preservation

The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

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

Coastal Protection

Has the owner (or any previous owner) of the land been 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)?

NO

Council Policy

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

Please note: this is a statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.

Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

Biodiversity stewardship sites

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

- (a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
- (b) is not shown on the Lighting Intensity and Wind Shear Map,
- (c) is not shown on the Obstacle Limitation Surface Map,
- (d) is not in the “public safety area” on the Public Safety Area Map,
- (e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

Note: *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*. *building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

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

Exempt Development Codes

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt

development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development Codes

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may** be carried out on the land under **Clause 1.17A**

(1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SPECIAL NOTES

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

The following additional information is issued under Section 10.7(5)

The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

Draft Parramatta River Flood Study (Draft Flood Study)

Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at <https://participate.cityofparramatta.nsw.gov.au/flood-study> or by contacting Council.

Parramatta Local Environmental Plan 2023

On 2 March 2023 the Parramatta Local Environmental Plan 2023 was notified in the NSW Government Gazette. The Parramatta Local Environmental Plan replaced five (5) existing Local Environmental Plans where they applied to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The Parramatta Local Environmental Plan 2023 commenced on 2 March 2023.

Parramatta Local Environmental Plan 2023 – Minimum Lot Size Development Standard for Dual Occupancy and Manor House Developments

The Parramatta Local Environmental Plan 2023 includes a minimum lot size of 600m² and a minimum frontage to a public road of 15 metres development standards for Dual Occupancies and Manor Houses where they are permitted with development consent in the Parramatta Local Environmental Plan 2023.

Employment zones reform - translation of existing Business and Industrial zones into the new Employment zones

The Parramatta Local Environmental Plan 2023 has replaced existing Business and Industrial zones with Employment zones.

Please see <https://www.planningportal.nsw.gov.au/employment-zones> for more information.

Parramatta Development Control Plan (DCP) 2023

The City of Parramatta Council at its Ordinary Council Meeting on Monday 28 August 2023 adopted (with an amendment) the Parramatta 'Harmonisation' Development Control Plan (DCP) 2023

The Parramatta Development Control Plan (DCP) 2023 affects all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park.

The Parramatta Development Control Plan (DCP) 2023 will replace five (5) existing Development Control Plans (DCP)'s where they applied to land within the Parramatta LGA. These include:

- *Auburn Development Control Plan (DCP) 2010;*
- *Holroyd Development Control Plan (DCP) 2013;*
- *Hornsby Development Control Plan (DCP) 2013;*
- *Parramatta Development Control Plan (DCP) 2011; and,*
- *The Hills Development Control Plan (DCP) 2012.*

The new Parramatta Development Control Plan 2023 commenced on Monday 18 September 2023

Draft Late Night Trading Development Control Plan (DCP)

Between Monday, 6 December 2021 to Monday, 31 January 2022, Council is exhibiting the Draft Late Night Trading Development Control Plan (DCP).

Further information about the Draft DCP can be found at <https://participate.cityofparramatta.nsw.gov.au/late-night-trading-DCP> or by contacting Council.

Note: Advisory Information regarding Combustible Cladding

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to <https://www.claddingregistration.nsw.gov.au/> or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

Note: Advisory Information regarding Loose-Fill asbestos Insulation

Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

Gail Connolly
Chief Executive Officer

per



dated 5 April 2024

Sewer Service Diagram

Application Number: 8001398537

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of Parramatta No. 427482

1273

- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflux Valve
 - C.E. Cleaning Eye
 - VERT. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

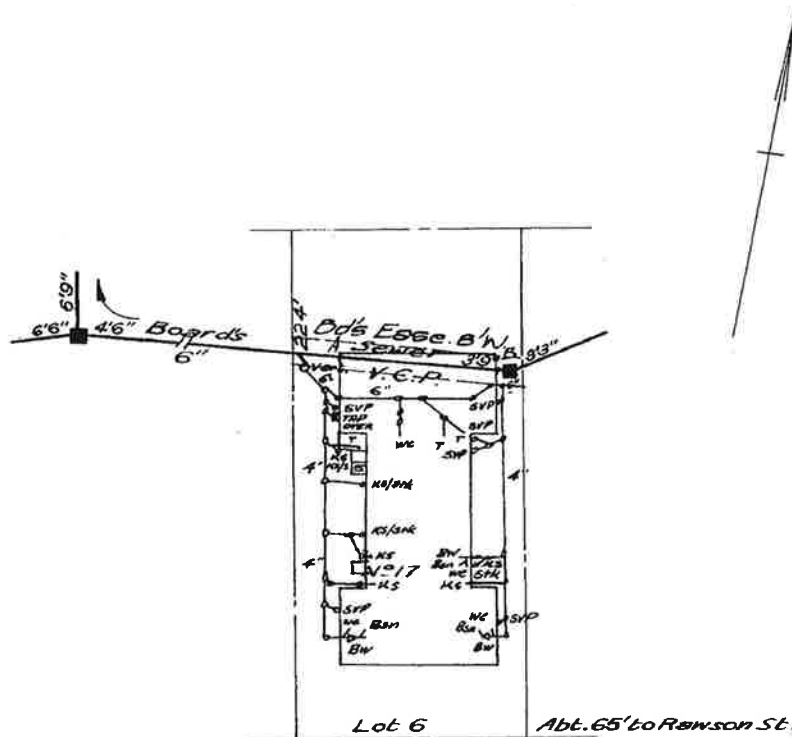
- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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

NOTE: A-B. ENCASED IN CONC.



BRIDGE ST.

RATE No. W.C.s. U.C.s. 19.

SHEET No. 5156 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by
Bth.	Inspector	/ /	Date	Date
Shr.			HL	LL
Bsn.	Chief Inspector	/ /	Outfall	Inspector
K.S.			Drainer	306' 492
T.	Tracing Checked	/ /	Plumber	818 333
Pig.			Boundary Trap	
Dge. Int.			is not required	
Dge. Ext.				

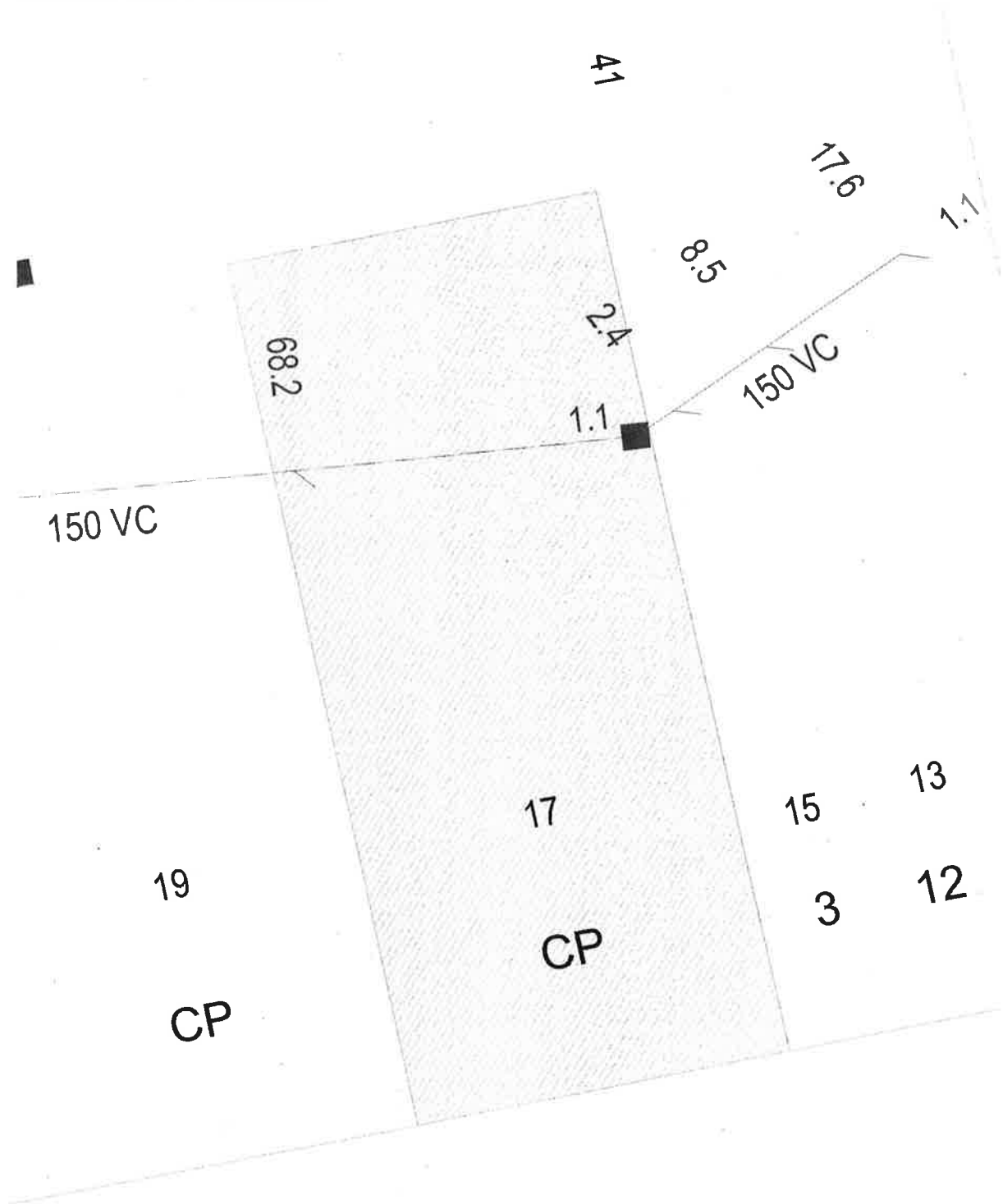
Se 2

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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.

Service Location Print
Application Number: 8001398536



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Disclaimer

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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text)	225 PVC
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to Invert)	1.7
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
Ventshaft EDUCT	
Ventshaft INDUCT	
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	

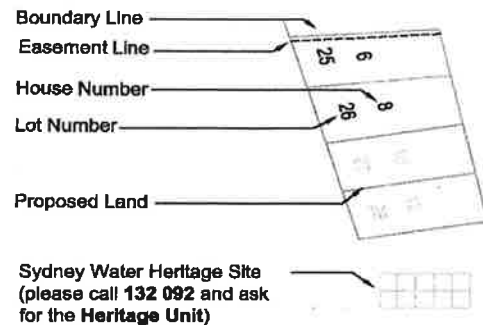
Vacuum Sewer

Pressure Sewer Main	
Division Valve	
Vacuum Chamber	
Clean Out Point	

Stormwater

Stormwater Pipe	
Stormwater Channel	
Stormwater Gully	
Stormwater Maintenance Hole	

Property Details



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 Valve with By-pass	
Stop Valve with Tapers	
Closed Stop Valve	
Air Valve	
Valve	
Scour	
Reducer / Taper	
Vertical Bends	
Reservoir	
Recycled Water is shown as per Potable above. Colour as Indicated	

Private Mains

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

Disclaimer

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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**.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Dryca Pty Limited

Purchaser:

Property: 6/17 Bridge Street, EPPING NSW 2121

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is any person in adverse possession or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy?
5. If the tenancy is subject to the Residential tenancies Act 1987:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal. If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled, as the case may be, or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 22 of the Strata Schemes Management Act 2015 (NSW) ("the Act").
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are the inclusions or fixtures subject to any charge or hiring or leasing agreement or to any security interest under the Personal Properties Securities Act 2009 (Cth)? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with the local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of

- any building or structure?
- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy prior to completion.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy prior to completion.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builders' name and licence number:
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
16. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the Local Government Act 1919 and Local Government Act 1993?
 - (c) does the swimming pool comply with the provisions of the Swimming Pools Act 1992 and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the Swimming Pools Act 1992 or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on completion.
17. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922.

Affectations, notices and claims

18. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority that is recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Owners corporation management

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

Capacity

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

Requisitions and transfer

- 24. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the Taxation Administration Act 1953 (Cth) should be served on the purchaser at least 7 days prior to completion.
- 25. If the transfer or any other document to be handed over on completion is executed pursuant to power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.