

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Pulse Property Agents</b> Level 3, 12 Central Road, Miranda NSW 2228	<b>Phone: 9525 4666</b> <b>Ref: Lucas Pratt</b> <b>Mobile: 0427 332 224</b> <b>Email: lucas@pulseproperty.com.au</b>
co-agent		
vendor	<b>Noline Phyllis Supple</b> 21/68-72 Auburn Street, Sutherland NSW 2232	
vendor's solicitor	 <b>Top Notch Conveyancing</b> Civic Arcade, Suite 2, 768 Old Princes Hwy, Sutherland NSW 2232 PO Box 28, Sutherland NSW 1499	<b>Phone: 9542 5050</b> <b>Ref: AB:212707</b> <b>Contact: Annalise Barratt</b> <b>Email: annalise@topnotchconveyancing.com.au</b>
date for completion	<b>42nd day after the date of this contract (clause 15)</b>	
land (address, plan details and title reference)	<b>21/68-72 Auburn Street, Sutherland NSW 2232</b> <b>Lot 21 in Strata Plan 52072</b> <b>Folio Identifier 21/SP52072</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: 1,6,8,9,10,21,32,33,34 <input type="checkbox"/> 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	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: air conditioner and garage remote	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
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)			

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

### Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days of the contract date*):

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days of the contract date*.

### **GSTRW payment (residential withholding payment) – further 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 email address:

Supplier's 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	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off-the-plan contract <input type="checkbox"/> 58 other document relevant to off-the-plan contract
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	<b>Other</b> <input type="checkbox"/> 59

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

Michael Roberts Strata Management  
 PO Box 696, Hurstville BC NSW 1481  
 Email: info@mrstrata.com.au  
 Tel: 8567 5900

**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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 by a 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 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.



- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.

## 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
    - 16.2 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.
    - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
    - 16.4 The legal title to the *property* does not pass before completion.
    - 16.5 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.
    - 16.6 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**
    - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
      - 16.7.1 the price less any:
        - deposit paid;
        - *FRCGW remittance* payable;
        - *GSTRW payment*; and
        - amount payable by the vendor to the purchaser under this contract; and
      - 16.7.2 any other amount payable by the purchaser under this contract.
    - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
    - 16.10 On completion the deposit belongs to the vendor.
  - **Place for completion**
    - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
      - 16.11.1 if a special completion address is stated in this contract - that address; or
      - 16.11.2 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
      - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 16.12 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.
    - 16.13 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.
- 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 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

## 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

## **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 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
  - 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.



- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |                                                                                                                                                                                                                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;                                                                                                                  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;                                                                                                                                                                                     |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <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>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;                                                                                                    |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;                                                                                                                                                                                |
| <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>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;                                                                                                                      |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;                                                                                                                                                                                                                              |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and                                                                                                                                                                                                                        |
| <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> .                                                                                                                                                         |

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

21/68-72 Auburn Street SUTHERLAND NSW 2232



# **SPECIAL CONDITIONS**

Special Conditions included in the Contract for the Sale and purchase of Land 2019:

**VENDOR:** **Noline Phyllis Supple**

**PURCHASER:**

**PROPERTY:** **21/68-72 Auburn Street, Sutherland NSW 2232**

## **33. AMENDMENTS TO PRINTED CONDITIONS**

The parties acknowledge that the printed conditions of this contract are amended as follows:

- a) Clause 2.9 is amended by replacing the word "each" with the word "either";
- b) If the deposit paid is less than 10% of the price, Clause 2.9 is amended by replacing the words "parties equally" with the word "vendor only";
- c) Clause 7.1.1 is amended by reducing '5% to 2%';
- d) Clause 14.4.2 the words 'the person who owned the land owned no other land' be deleted;
- e) Clause 14.4.2 the words 'the land was not subject to a special trust or owned by a non-concessional company' be deleted;
- f) Clause 23.6.1 - substitute the words "even if it is payable by installments" to "however should it be payable in installments, the Vendor shall be liable only for instalments payable prior to the Completion date which shall be adjusted on a pro-rata basis"

## **34. CLAIM FOR COMPENSATION**

Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under Clause 7 or otherwise shall be deemed to be reasonable grounds for the purpose of Clause 8 entitling the Vendor to rescind.

## **35. COMPLETION**

**35.1** For the purpose of Clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this Contract.

**35.2** If completion does not take place on or before the date specified by the Contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 9% per centum per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 9% per centum per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this Contract.

- 35.3** Should any part of the deposit be paid by way of deposit bond, the Purchaser shall additionally pay penalty interest at the rate of 9% per centum per annum on the amount of the bond from the date for completion until the date completion actually takes place and it is an essential term of this Contract that such interest be paid on completion.
- 35.4** If delay is due to default or failure on the part of the Purchaser and completion does not take place on or before the date specified in this Contract otherwise than as a result of the default by the Vendor the Purchaser shall pay the sum of \$220.00 (incl GST) to cover the Vendors additional legal costs and other expenses incurred as a consequence of the delay.
- 35.5** If the vendor issues a Notice to Complete, then the purchaser will pay to the vendor's Conveyancer the sum of \$220.00 (includes GST) on completion to cover the vendor's additional legal fees for the issuing of such Notice.

**36. SEWERAGE SERVICE DIAGRAM**

The Purchaser acknowledges that any sewerage service diagram and/or service location print annexed hereto are the only diagrams available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage service diagram.

**37. SPECIAL CONDITIONS TO PREVAIL**

In the event of any discrepancy between these Special Conditions and the printed form of Contract, these Special Conditions prevail.

**38. RELEASE OF DEPOSIT**

- 38.1** Further to Clause 2.8, the deposit shall be released for the benefit of the Vendor at the date hereof on the condition that deposit released may only be used by the Vendor as a deposit on real estate to be purchased by the Vendor and/or for the payment of the stamp duty on that purchase.  
The purchasers agree and acknowledges that by their execution of this Contract they irrevocably authorise the Vendor's Agent to release to the Vendors such part of the deposit monies as they shall require.  
The Vendor further warrants that the deposit shall not be on-released.
- 38.2** If the Vendor requires the use of the deposit prior to settlement, for the purpose of settlement or any simultaneous purchase, then the purchaser agrees for the deposit to be released so that it may be used for settlement purposes and the purchasers conveyancer shall either arrange for such deposit to be transferred into their Trust Account or open a PEXA source account which will be linked to the PEXA transaction to enable settlement to proceed.  
The Vendor shall not be liable for any costs associated with the purchasers requirement to satisfy this condition.

**39. REAL ESTATE AGENT**

The purchaser warrants that he has not been introduced to the property by any Real Estate Agent, other than the Vendor's Agent named in this Contract, if any, and hereby indemnifies the Vendor against any claim for commission made by any Real Estate Agent other than the Vendor's Agent, if any, if there has been a breach of this warranty.

**40. PARTICULARS OF TITLE**

Sufficient particulars of title for the preparation of the transfer are contained in this Contract and the purchaser shall not request the vendor to provide any further Statement of Title.

**41. DEATH, INCAPACITY AND BANKRUPTCY**

Without in any way negating, limiting or restricting any rights or remedies which would be available at law or in equity had this clause not be included, if either the Vendor or Purchaser or if any one of them shall die, become mentally ill or go into bankruptcy prior to completion, then the other party, by notice in writing to the conveyancer of the party who has died, become mentally ill or bankrupt may rescind this contract and clause 19 shall then apply.

**42. CONDITION OF PROPERTY / INCLUSIONS**

The purchaser acknowledges that they are purchasing the property and the inclusions as specified in this Contract in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any reasonable wear and tear occurring after the date of this Contract.

**43. WARRANTY**

**43.1** The purchaser acknowledges that they do not rely upon any warranty, statement or representation in relation to the property, or to the neighbourhood in which the property is situated or any event which may or may not have taken place at the property, made by the vendor or any person on behalf of the vendor (including the vendors agent, if any) except as may be expressly set out in this Contract.

**43.2** The purchaser acknowledges they have inspected the property and the improvements (if any) erected on the property and relies entirely upon their own enquiries and inspections. The Purchaser accepts the property as it stands in its present condition and state of repair and subject to all defects (if any) whether latent or patent. The purchaser shall not be entitled to make any objections, requisitions or claim for compensation in respect of any matters referred to in this condition.

**44. ELECTRONIC TRANSACTIONS**

**44.1** The parties agree that this Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

**44.2** Execution by either (or both) parties to this Contract using DocuSign or of a email copy of this Contract or email of a copy of the Contract executed by that party or their conveyancer / solicitor to the other party or the other party's conveyancer / solicitor shall constitute a valid and binding execution of this contract by such parties.

**44.3** For the purposes of the Electronic Transactions Act, 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically and agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.

**44.4** For the purposes of this clause. DocuSign means the signature software and platform located at [www.docusign.com](http://www.docusign.com)

#### **45. TRANSFER**

The purchaser acknowledges that sufficient information for the form of Transfer is disclosed in this Contract and the purchaser doesn't require the vendor to serve further information pursuant to clause 4.2. The purchaser must ensure that the Transfer and Notice of Sale is in "prepared" status within the PEXA workspace at least five (5) days prior to the Completion date.

#### **46. GUARANTEE FOR CORPORATE BUYER**

In consideration of the seller contracting with the corporate buyer \_\_\_\_\_ the guarantors, \_\_\_\_\_, guarantee the performance by the buyer of all of the buyer's obligations under the contract and indemnify the seller against any cost or loss whatsoever arising as a result of the default by the buyer in performing its obligations under this contract for whatever reason. The seller may seek to recover any loss from the guarantor before seeking recovery from the buyer and any settlement or compromise with the buyer will not release the guarantor from the obligation to pay any balance that may be owing to the seller. This guarantee is binding on the guarantors their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the seller.

\_\_\_\_\_  
Guarantor –

\_\_\_\_\_  
Guarantor –

\_\_\_\_\_  
Witness

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Noline Phyllis Supple**  
Purchaser:  
Property: **21/68-72 Auburn Street, Sutherland NSW 2232**  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What 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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
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 118 of the *Strata Schemes Management Act 1996 (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. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations, notices and claims**

19. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

#### **Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

#### **Capacity**

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

#### **Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.





LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Smokeball)  
Ph. Fax.

FOLIO: 21/SP52072

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/3/2021	2:45 PM	6	27/11/2008

LAND

----

LOT 21 IN STRATA PLAN 52072

AT SUTHERLAND

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

-----

CLEMENT THOMAS SUPPLE

NOLINE PHYLLIS SUPPLE

AS JOINT TENANTS

(T AE353457)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP52072

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

212707

PRINTED ON 24/3/2021

\* 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. triSearch 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.



FOLIO: CP/SP52072

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/3/2021	2:45 PM	11	18/9/2019

## LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 52072  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SUTHERLAND  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP52072

## FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 52072  
ADDRESS FOR SERVICE OF DOCUMENTS:  
68-72 AUBURN STREET  
SUTHERLAND 2232

## SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A849 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS  
TO MINE
- 3 SP52072 POSITIVE COVENANT
- 4 AM695343 INITIAL PERIOD EXPIRED
- 5 AP543184 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 57)

-----

### STRATA PLAN 52072

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 2	2	- 2	3	- 2	4	- 2
5	- 2	6	- 2	7	- 2	8	- 2
9	- 2	10	- 2	11	- 2	12	- 2
13	- 2	14	- 2	15	- 2	16	- 2
17	- 2	18	- 2	19	- 2	20	- 2
21	- 2	22	- 2	23	- 2	24	- 2
25	- 2	26	- 2	27	- 2	28	- 3

## NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

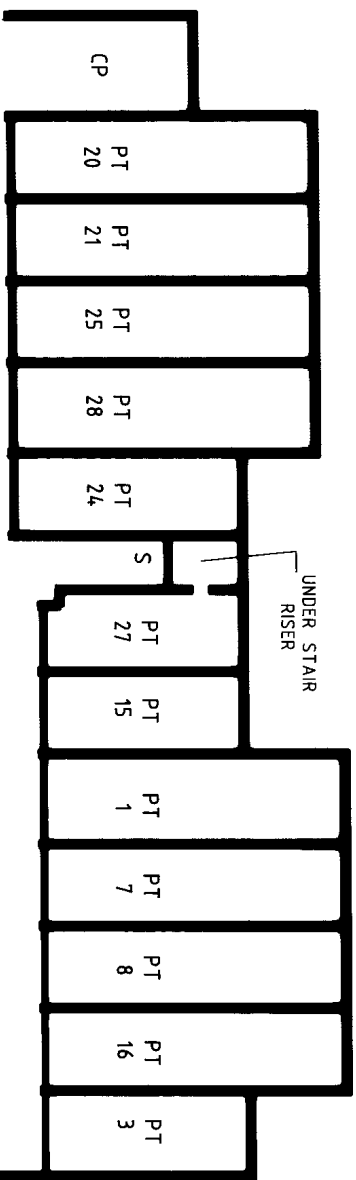
212707

PRINTED ON 24/3/2021



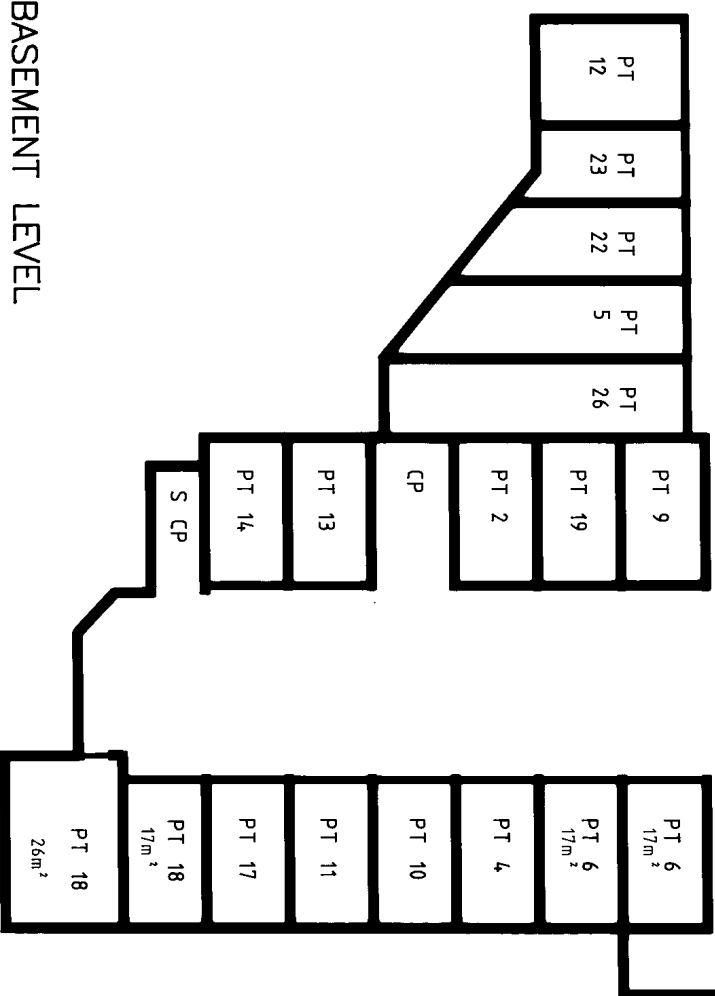
## STRATA PLAN 52072

NOTES  
AREAS ARE APPROXIMATE  
CP DENOTES COMMON PROPERTY  
S DENOTES STAIRWELL



GARAGE UNIT No	AREA
1	34m <sup>2</sup>
2	17m <sup>2</sup>
3	26m <sup>2</sup>
4	17m <sup>2</sup>
5	29m <sup>2</sup>
6	36m <sup>2</sup> (TOTAL)
7	34m <sup>2</sup>
8	34m <sup>2</sup>
9	17m <sup>2</sup>
10	17m <sup>2</sup>
11	17m <sup>2</sup>
12	18m <sup>2</sup>
13	17m <sup>2</sup>
14	16m <sup>2</sup>
15	23m <sup>2</sup>
16	34m <sup>2</sup>
17	17m <sup>2</sup>
18	43 m <sup>2</sup> (TOTAL)
19	17m <sup>2</sup>
20	34m <sup>2</sup>
21	34m <sup>2</sup>
22	21m <sup>2</sup>
23	17m <sup>2</sup>
24	25m <sup>2</sup>
25	34m <sup>2</sup>
26	33m <sup>2</sup>
27	30m <sup>2</sup>
28	34m <sup>2</sup>

BASEMENT LEVEL



Reduction Ratio 1: 200

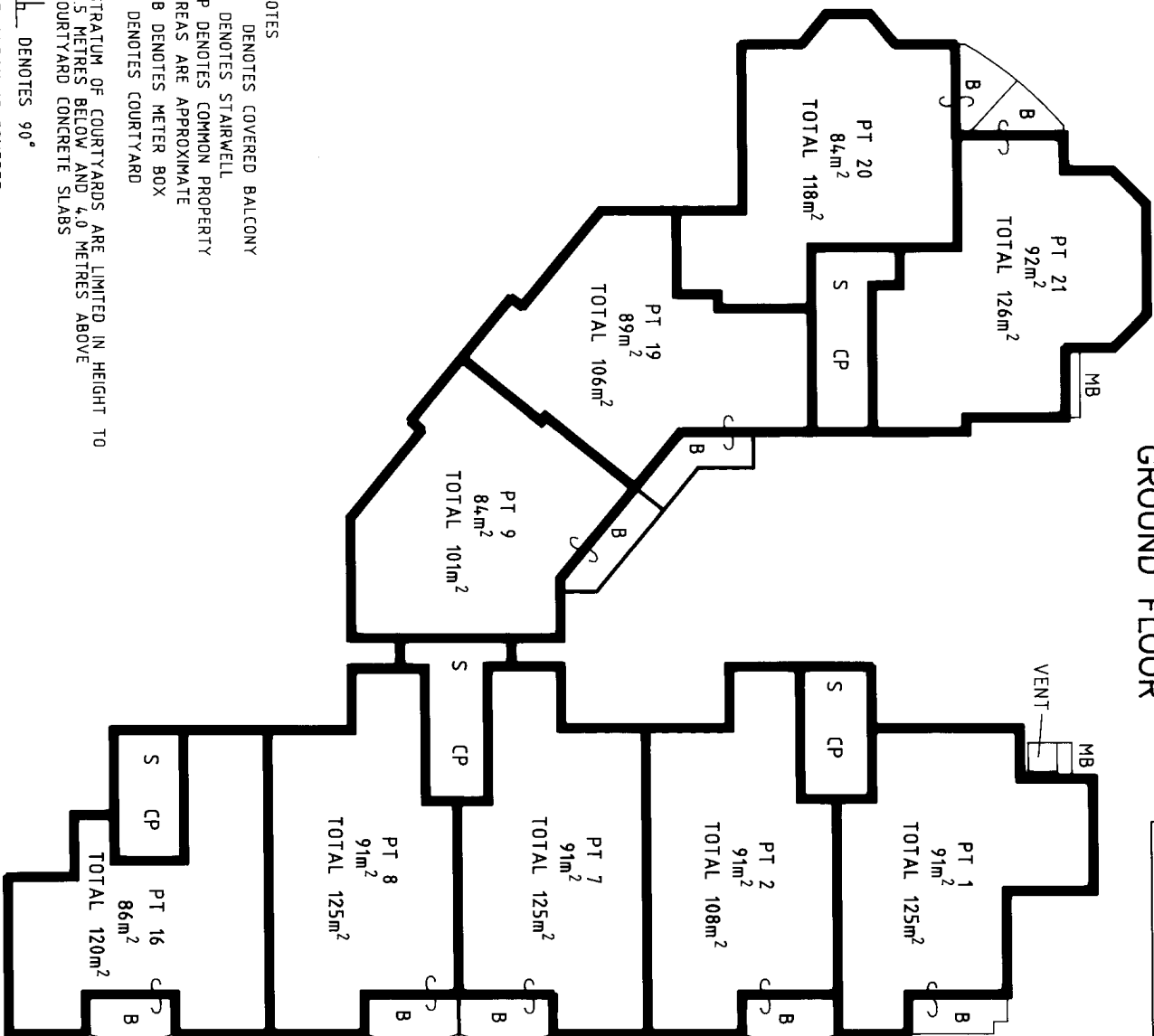
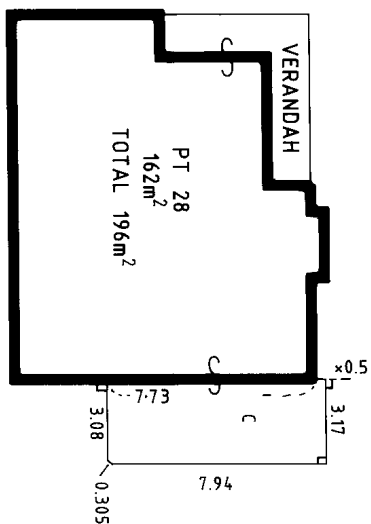
Lengths are in metres

*Victor W. Blackmore*  
Registered Surveyor

*W. Newman*  
Council

## GROUND FLOOR

## HERITAGE HOUSE



SCHEDULE OF UNIT ENTITLEMENT	
UNIT	UNIT ENTITLEMENT
1	2
2	2
3	2
4	2
5	2
6	2
7	2
8	2
9	2
10	2
11	2
12	2
13	2
14	2
15	2
16	2
17	2
18	2
19	2
20	2
21	2
22	2
23	2
24	2
25	2
26	2
27	2
28	3
AGGREGATE	57

## NOTES

- B DENOTES COVERED BALCONY  
 S DENOTES STAIRWELL  
 CP DENOTES COMMON PROPERTY AREAS ARE APPROXIMATE  
 MB DENOTES METER BOX  
 C DENOTES COURTYARD  
 STRATUM OF COURTYARDS ARE LIMITED IN HEIGHT TO 0.5 METRES BELOW AND 4.0 METRES ABOVE COURTYARD CONCRETE SLABS  
 h DENOTES 90°  
 VERANDAH IS COVERED

Reduction Ratio 1: 200

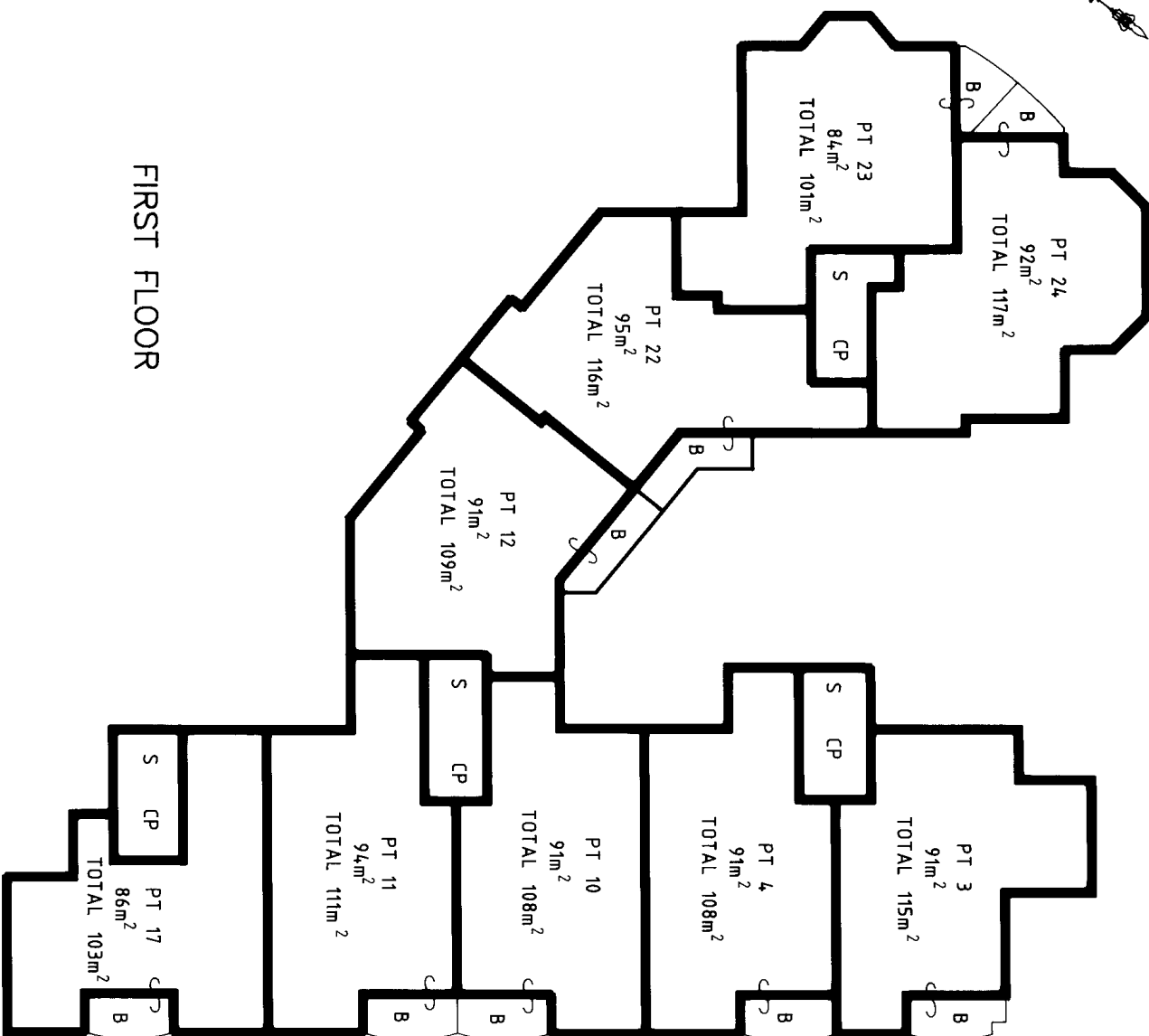
Lengths are in metres

*Victor W. Beck*  
 Registered Surveyor

*McGowan*  
 Council Clerk

STRAIA PLAN 52072

- NOTES
- B DENOTES COVERED BALCONY
  - S DENOTES STAIRWELL
  - CP DENOTES COMMON PROPERTY
  - AREAS ARE APPROXIMATE



FIRST FLOOR

Reduction Ratio 1: 200

Lengths are in metres

*Victor W. Deane*  
Registered Surveyor

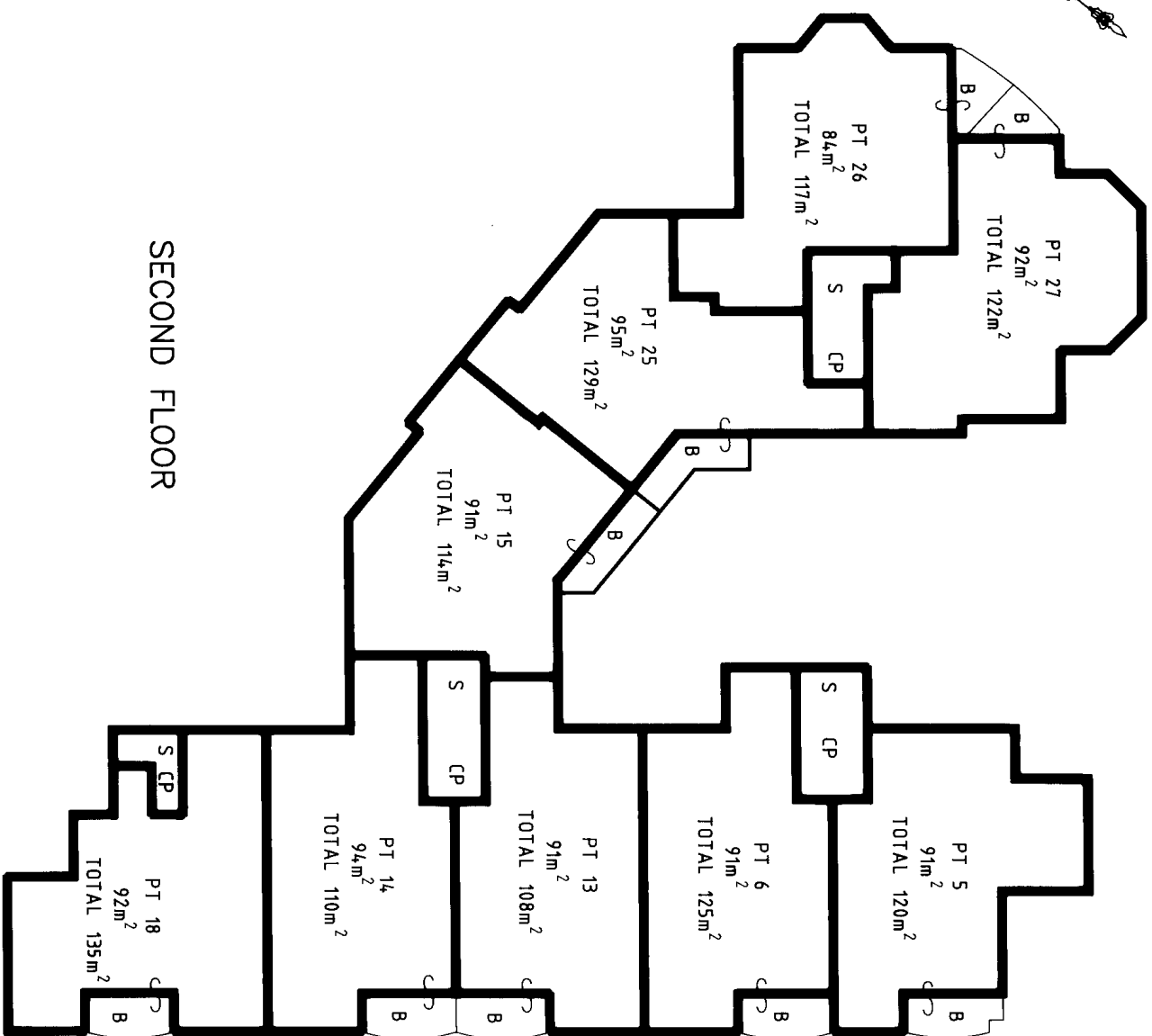
STRA. 15/96  
*W. Deane*  
Council Clerk



STRATA PLAN 52072

\*

NOTES  
 B DENOTES COVERED BALCONY  
 S DENOTES STAIRWELL  
 CP DENOTES COMMON PROPERTY  
 AREAS ARE APPROXIMATE



Reduction Ratio 1: 200

Lengths are in metres

*Victor W. Deane*  
 Registered Surveyor

*Shayman*  
 Council Clerk

SURVEYORS REFERENCE 94,0818

**INSTRUMENT SETTING OUT TERMS OF THE POSITIVE COVENANT INTENDED TO  
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS  
AMENDED AND SECTION 7(3) OF THE STRATA TITLES ACT 1973**

Lengths are in metres

(Sheet 1 of 3 sheets)

SP

**PART I**

**52072**

Subdivision covered by Council  
Clerk's certificate No. **26**  
of **1996**

Name and address of the  
Proprietors of the land

Daymorn Pty Limited  
52 Gymea Bay Road  
GYMEA NSW 2227

Full name and address of  
mortgagee of the land:

1. Identity of positive covenant firstly referred  
to in the above mentioned plan :

Positive Covenant

Schedule of lots etc. affected

Lots burdened  
Common Property

Authority benefited  
Council of the Sutherland Shire

**PART II**

**Terms of positive covenant firstly referred to in the abovementioned plan:**

1. The proprietors of Common Property hereby burdened with respect to the detention facility described Plan No 1/S63/94/9A dated 4-08-94 (Council's Ref: DA0345/94 File DC029/68/72) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:

Approved by Sutherland Shire Council

  
General Manager



**INSTRUMENT SETTING OUT TERMS OF THE POSITIVE COVENANT INTENDED TO  
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS  
AMENDED AND SECTION 7(3) OF THE STRATA TITLES ACT 1973**

Lengths are in metres

(Sheet 3 of 3 sheets)

**PART II**

SP

**52072**

Subdivision covered by Council  
Clerk's certificate No. **28**  
of **1996**

**NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE POSITIVE  
COVENANT FIRSTLY REFERRED TO IN THE ABOVE MENTIONED PLAN**

The Council of Sutherland Shire

Signed in my presence by  
*RALPH PHILLIPS*  
who is personally known to me:



*[Signature]*  
Registered Proprietor/s

*DIRECTOR*

Signature of Witness

*[Signature]*  
*SECRETARY*

Name of Witness (BLOCK LETTERS)

*JOHN WILLIAM SCOTT*

Address and Occupation of Witness

*52 GYMEA BAY ROAD  
GYMEA NSW 2227  
COMPANY SECRETARY*

AND GUARANTEE CORPORATION LIMITED ACN 000 015 485  
Christine Flicese MALCOLM  
Power of Attorney No. 747 Book 4069

*[Signature]*  
MGR. LEGAL

Presented to the Manager, Legal, Sydney Office GBO

*4 March 1996*  
PROPERTY FINANCE GROUP

*[Signature]*  
*M. Kencabo*

*130 Phillip St Sydney*

Approved by Sutherland Shire Council

*[Signature]*  
for General Manager

REGISTERED  7.3.1996

NEW SOUTH WALES

A 849

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900.



A 000849 G

7-JAN.1913 3.1PM. Rm

Transfer 10.0  
0.10.0  
0.2.0  
1.0.0 4.1.15.

849

Convey 1.1.1913  
3/12/13

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty six years from the first day of July one thousand eight hundred and ninety nine under the Memorandum of Lease registered number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in consideration of the sum of One thousand two hundred and forty five pounds paid by ALEXANDER ROBERT MINTER and CHARLES FREDERICK LINDEMAN both of Sydney Gentlemen to the Perpetual Trustee Company Limited the Australian Trustees of the Will of Thomas Holt late of Sydney pursuant to Section seven of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereunto annexed signed by the Manager) DOTH HEREBY in exercise and in pursuance of the power and direction in section seven of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Alexander Robert Minter and Charles Frederick Lindeman ALL THE ESTATE and interest of the registered proprietor in fee simple in ALL THAT piece of land containing about 14.2.33 situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title - dated 2<sup>nd</sup> May 1907 registered volume Number 1776 folio 27 and in the said Lease number 50990 and being the whole of the land comprised in subleases numbers 90793 and 92046 respectively (dated respectively the 2nd day of March 1885) from the Holt Sutherland Estate Land Company Limited to the said Alexander Robert Minter and Charles Frederick Lindeman AND DOTH ALSO TRANSFER to the said Alexander Robert Minter and Charles Frederick Lindeman all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease number 50990 in and so far only as regards the land comprised in the said sub-leases numbers 90793 and 92046 respectively except and reserving unto the Company and its assigns during the residue now unexpired of the term of the said Lease number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto - unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately -

See A 574. Dpt 3.2.12 Computers 3.13 or Plan 1879.

41242  
2324 loc  
29

expectant on the said Lease number 50990 ( all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred TOGETHER with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause and damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly heretofore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever TO the intent that the said Alexander Robert Minter and Charles Frederick Lindeman may become the registered proprietors in fee simple of the surface of the land comprised in the said subleases numbers 90793 and 92046 respectively to the extent only directed and intended by the said "Holt Sutherland Estate Act 1900" PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease Number 50990 subject to all the provisoes conditions and agreements in the said lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act and the Reversioner and Reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers



the said Lease contained in all respects as if this transfer had not been made.

IN WITNESS WHEREOF, the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *twenty third* day of *December* in the year One thousand nine hundred and *twelve*

THE COMMON SEAL of the HOLT SUTHERLAND ESTATE COMPANY LIMITED was affixed here- to by the Directors present at a meeting of the Board of Directors of that Company held this *twenty third* day of *December* 191*2* and such Directors thereupon signed this Transfers in the presence of,

*J. Jackson*  
*E. Simpson*  
Directors

*M. Macleary*  
Secretary,

Accepted and we hereby certify this transfer to be correct for the purposes of the Real Property Act.

*C. J. Minter*  
Transferee

SIGNED in my presence by the said ALEXANDER ROBERT MINTER who is personally known to me

*Myrle H. D.H.*  
*Sgt. Sydney*

SIGNED in my presence by the said CHARLES FREDERICK LINDEMAN who is personally known to me,

*Myrle H. D.H.*  
Transferee

*Myrle H. D.H.*

MEMORANDUM OF ENCUMBRANCES &C REFERRED TO

No Memorandum of Transfer of

Lodged by Minter Simpson & Co

849

14a 2r 3/2p Lots 154 with Sec 39  
of the whole Sec 41 & 42

Dep Plan 802 Shire Sutherland  
Ph Sutherland  
Co Co Land

(Subject to Reservation  
of Minerals)

The Hoet Sutherland Transferror  
Estab Co Ltd

Alexander Robert Minter and  
Charles Frederick Sindeman Transferees  
(Joint Tenants)

Particulars entered in the Register

Book Vol 1776, Folio 27. and

Lease No 50990

22 FEB. 1913

the 19th day of February

1913 at 15 minutes

4 o'clock

in the aft. noon



Registrar General

D

	DATE	INITIALS
SENT TO DRAFTING BRANCH	14.1.13	15/2/13
RECEIVED FROM RECORDS	14.1.13	15/3/13
DRAFT WRITTEN	13.2.13	14/2/13
DRAFT EXAMINED	14.2.13	14/2/13
RETG. TO RECORDS	23.1.13	10.2
	4 FEB. 1913	
DRAFT FORWARDED	14 FEB 1913	
RETURNED FROM RECORDS	24.2.13	15/3/13
CERTIFICATE ENGROSSED	17.2.13	15/3/13
DIAGRAM COMPLETE	26.2.13	15/3/13
CERTIFICATE EXAMINED	27.2.13	15/3/13
ACCOUNTANT	27.2.13	15/3/13
DEP. REGISTRAR GENERAL	MAR 6 1913	

VOL 2346 Fil 148

22 FEB. 1913

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAW**

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AM695343K**

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

**(A) TORRENS TITLE**

For the common property  
CP/SP52072

**(B) LODGED BY**

Document  
Collection  
Box

65911

Name, Address or DX, Telephone, and Customer Account Number if any  
SCOTT ASHWOOD PTY LIMITED  
A.C.N. 002 869 409

LEGAL SEARCHERS  
GPO BOX 4103 SYDNEY 2001  
Ph: 9099-7400 Fax: 9232-7141  
DX 967 SYDNEY  
LLPN: 123482P

Reference: 02822015

CODE

**CH**

- (C) The Owners-Strata Plan No. 52072 certify that a special resolution was passed on 9/5/2017  
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

**(E) Repealed by-law No. NOT APPLICABLE**

Added by-law No. SPECIAL BY-LAW 7

Amended by-law No. NOT APPLICABLE

as fully set out below:

AS PER ANNEXURE A

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

- (G) The seal of The Owners-Strata Plan No. 52072 was affixed on 25.8.2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Bettina Hoffman

Authority: Strata Managing Agent

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

**ANNEXURE A**

**MINOR RENOVATIONS TO INTERNAL LOTS**

**SPECIAL BY-LAW 7**

**Minor Renovations**

- a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
- b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
- c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

**SCHEDULE**

**Lot Benefited:** All Lots subject to written applications

**Annexure B**

**Current By-Laws on Title CP/SP52072**

- 1. Attention is directed to schedule 2 of the Strata Schemes Management Regulation 2016**
- 2. Special resolution passed 29 April 1996**  
Added by-law 20
- 3. Special resolution passed 30 September 2004**  
Added special by-law 1
- 4. Special resolution passed 25 June 2007**  
Added special by-law 2
- 5. Special resolution passed 16 December 2009**  
Added special by-law 3
- 6. Special resolution passed 9 May 2011**  
Added special by-law 4
- 7. Special resolution passed 14 May 2012**  
Added special by-law 5
- 8. Special resolution passed 10 May 2016**  
Added special by-law 6
- 9. Special resolution passed 9 May 2017**  
Added special by-law 7

**Strata Schemes Management Regulations Schedule 2 – By-laws for pre-1996  
strata scheme**

**1 Noise**

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

**2 Vehicles**

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

**3 Obstruction of common property**

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

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

An owner or occupier of a lot must not:

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

## **5 Damage to common property**

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

**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.

## **6 Behaviour of owners and occupiers**

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

## **7 Children playing on common property in building**

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



## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

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

## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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

## **12 Storage of inflammable liquids and other substances and materials**

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

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

### **13 Moving furniture and other objects on or through common property**

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

### **14 Floor coverings**

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

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

### **15 Garbage disposal**

An owner or occupier of a lot:

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

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

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

## **16 Keeping of animals**

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

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

## **17 Appearance of lot**

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

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

## **18 Notice board**

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

## **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. (1) (a) Despite any other by-law the proprietor of Lot 1 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area A, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 1 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (2) (a) Despite any other by-law the proprietor of Lot 2 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area B, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of the respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of Lot 2 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (3) (a) Despite any other by-law the proprietor of Lot 7 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area C, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such

money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.

(c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 7 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20. (4) (a) Despite any other by-law the proprietor of Lot 8 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area D, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.

(b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.

(c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 8 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20. (5) (a) Despite any other by-law the proprietor of Lot 16 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area E, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.

(b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.

(c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 16 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20. (6) (a) Despite any other by-law the proprietor of Lot 20 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area F, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by them proportionately according to the relative proportions of their respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 20 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (7) (a) Despite any other by-law the proprietor of Lot 21 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area G, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by them proportionately according to the relative proportions of their respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 21 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (8) (a) Despite any other by-law the proprietor of Lot 28 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area H, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by them proportionately according to the relative proportions of their respective unit entitlements.

- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 28 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20 (9) In this by-law:

- (a) Exclusive Area A means the area adjacent to that part of Lot 1 which comprises 35 square metres and marked with the letter "A" on the plan annexed hereto.
- (b) Exclusive Area B means the area adjacent to that part of Lot 2 which comprises 3 square meters and marked with the letter "B" on the plan annexed hereto.
- (c) Exclusive Area C means the area adjacent to that part of Lot 7 which comprises 19 square metres and marked with the letter "C" on the plan annexed hereto.
- (d) Exclusive Area D means the area adjacent to that part of Lot 8 which comprises 19 square metres and marked with the letter "D" on the plan annexed hereto.
- (e) Exclusive Area E means the area adjacent to that part of Lot 16 which comprises 26 square metres and marked with the letter "E" on the plan annexed hereto.
- (f) Exclusive Area F means the area adjacent to that part of Lot 20 which comprises 44 square metres and marked with the letter "F" on the plan annexed hereto.
- (g) Exclusive Area G means the area adjacent to that part of Lot 21 which comprises 40 square metres and marked with the letter "G" on the plan annexed hereto.
- (h) Exclusive Area H means the area adjacent to that part of Lot 28 which comprises 85 square metres and marked with the letter "H" on the plan annexed hereto.



The approximate measurements of the areas referred to in the attached diagram are as follows:-

Yard A	(Unit 1)	35m <sup>2</sup>
Yard B	(Unit 2)	3m <sup>2</sup>
Yard C	(Unit 7)	19m <sup>2</sup>
Yard D	(Unit 8)	19m <sup>2</sup>
Yard E	(Unit 16)	26m <sup>2</sup>
Yard F	(Unit 20)	44m <sup>2</sup>
Yard G	(Unit 21)	40m <sup>2</sup>
Yard H	(Heritage House unit 28)	85m <sup>2</sup>

**WARNING: CRASHES OR FOLDING WILL LEAD TO REJECTION**

Page 1 of 2

**GROUND FLOOR**

**STRATA PLUS**

**OFFICE USE ONLY**

HERITAGE HOUSE

State Dept. of Int. Circulation  
1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779

[illegible]

**Reduction Ratio: 200**

**Lengths are in metres**



Common  
THE PROPRIETORS  
STRATA PLAN  
No 52072  
Seal

## **SPLIT SYSTEM AIR CONDITIONING**

### **SPECIAL BY-LAW 1**

#### **(a) DEFINITIONS**

- (i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:
  - (A) “Act” means Strata Schemes Management Act 1996;
  - (B) “adjacent common property” means that part of the common property of the strata plan which is within 15cm of the air conditioning system or any part thereof;
  - (C) “air conditioner” means, in respect of all lots in the strata plan to which this By-Law applies, the split system air conditioning system for the lot comprised of:-
    - (i) the condenser/compressor;
    - (ii) the air conditioning unit and evaporator; and
    - (iii) outlet pipes and associated pipes, wires cables; and
  - (D) “works” means all or any maintenance, repair, removal or replacement that the proprietor undertakes;
- (ii) Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996 they will have the same meaning as those words have in the Act;

#### **(b) RIGHTS AND OBLIGATIONS**

The proprietor for the time being of the lots specified in the Schedule (“the proprietor”) is conferred with the special privilege in respect of common property to install an air conditioner SUBJECT TO the due observance and performance by the proprietor with the following conditions:-

##### **(i) INSTALLATION**

The air-conditioning unit will be installed to the lot with the condensing unit fitted on the balcony of said lot OR at a suitable point as nominated by the owners corporation;

##### **(i) MAINTENANCE**

The proprietor shall maintain the air-conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;

(ii) COMMON PROPERTY MAINTENANCE

The proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the adjacent common property;

(iii) RUN-OFF

The proprietor shall dispose of any condensation and run-off from the air-conditioner, so as not to cause nuisance to any person or damage to the common property;

(iv) NOISE TRANSFER

The proprietor must not operate the air conditioner or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation;

Noise levels to be in accordance with Council regulations.

(v) DAMAGES DURING WORKS

The proprietor shall repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this By-Law;

(vi) INDEMNIFY OWNERS CORPORATION

The proprietor shall keep the Owners Corporation indemnified against:-

- (A) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the works, or the use or maintenance of the air conditioners; and
- (B) any liability for damage to the air conditioners caused by the Owners Corporation in undertaking any work referred to in Section 64 of the Strata Schemes Management Act 1996 in exercising the power of entry conferred by that section;

(vii) BY-LAW BREACH

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

SCHEDULE

**Lot Benefited:** All Lots subject to written applications

### **Special By-Law 2 – Cable TV**

- (a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions:-
- (i) the power to acquire and install or arrange or authorise the installation of appliances or other form of system ("System") to facilitate the reception of cable and satellite television, media and telecommunications services by the lots and the common property including, with limitation, the power to acquire and install or arrange or authorise any television, microwave, satellite or other media aerials, antennas or dishes and associated wiring, cabling and equipment on and through the common property; and
  - (ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the Owners Corporation.
- (b) The Owner of a lot will be responsible, at its cost:-
- (i) to connect its lot to the Service from the point on common property nominated by the Owners Corporation but only with the prior consent of the Owners Corporation as to the location and nature of that connection;
  - (ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally pro rata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property;
  - (iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that owner under this By-Law; and
  - (iv) to make good any damage caused to the common property during the installation, repair, replacement and/removal of the system.
- (c) Any cabling or wiring relating to a System and installed by or at the request of any owner or occupier of a lot must be installed in concealed ductwork or conduit which is not visible on the surface of the common property, unless the prior written consent of the Owners Corporation has been obtained.
- (d) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of an owner or some owners under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner as a debt under S63(5) of the Strata Schemes Management Act 1996.

## **Special By-law No. 3 – Insulation Installation**

### **1. Definitions**

#### **1.1 In this by-law:**

**“Lots”** means all lots in strata plan no. 52072

**“Owner”** means any one of the owners.

**“Owners”** means the owners of the lots for the time being.

**“Ceiling Insulation”** means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006)

**“Materials for the Thermal Insulation of Buildings”** (as per codemark, conformance mark, label from packaging).

**“Installer”** means the owner or employee of a registered business operating in the installation of thermal insulation.

**“Installation Standard”** means the Australian Insulation installation standard, AS 3999-1992 “Thermal insulation of dwellings – bulk installations – installation requirements” but substituting clause 4.2 (e) and figure 4.5 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaries, including down lights.

**“Works”** means the installation of ceiling insulation in accordance with this by law.

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

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes the other gender;
- (c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and
- (d) Reference to the legislation includes reference to amending and replacement legislation.

#### **1.3 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.**

**2. Special Privileges and Exclusive Use Rights**

- (a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and
- (b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

**3. The Conditions**

**3.1 Before the ceiling installation**

- (a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.
- (b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

**3.2 During the ceiling installation**

**Quality of Works**

- (a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

**Noise and Disturbance**

- (b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**Protection of Building**

- (c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.



**Daily Cleaning**

- (d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

**Time for the works**

- (e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

**Complies to all Laws**

- (f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

**3.3 After the installation**

**Maintenance of the ceiling insulation**

- (a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

**Restoration of common property**

- (b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

**Repair of damage**

- (c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

**3.4 Enduring Obligations**

**Indemnity**

- (a) The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

**Compliance with all laws**

- (b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation

**4. Breach of this by-law**

- (a) If the owner breaches any condition of this by law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
  - (i) Rectify any such breach.
  - (ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
  - (iii) Recover as a debt due from the owner, the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.

#### **SPECIAL BY-LAW 4: Weather Protection Devices – Modifications and Additions**

1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:
  - (a) the owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed.
  - (b) the devices shall not be, or become, or in any way be construed to the common property and shall always remain the sole property of the owner for the time being of the lot which they service.
  - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme.
  - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation.
  - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons.
  - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property.
  - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation.
  - (h) the devices must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance.
  - (i) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before any devices are to be replaced or renewed.
  - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
2. In the event that an owner or occupier of a lot to which any devices are installed after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
3. In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.
4. This By-Law is to cover all pre-existing and all future weather protection devices.

**Special by-law 5**

A document may be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

A notice or document served on an owner by e-mail 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 within 24 hours'.

#### **SPECIAL BY-LAW 6: SMOKING ON THE PREMISES**

1. For the purposes of this by-law:
  - (a) "Smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
  - (b) "The property" means all lots and the common property of the strata scheme;
  - (c) An owner of a lot, and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in the lot.
2. An owner or occupier of a lot must not smoke, or allow anyone else to smoke, on the common property or within the lot.
3. If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this by-law unless:
  - (a) The occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot.
  - (b) Upon becoming aware that the person was smoking in the lot, the owner or occupier asked the person smoking to cease smoking immediately or to leave the property immediately, and the person did so.
4. If a person, not being the owner or occupier of a lot, smokes in the common property, the person, being an owner or occupier of a lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:
  - (a) He or she did not know, or could not reasonably be expected to have known, that the person was smoking in the common property; or
  - (b) Upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.

## MINOR RENOVATIONS TO INTERNAL LOTS

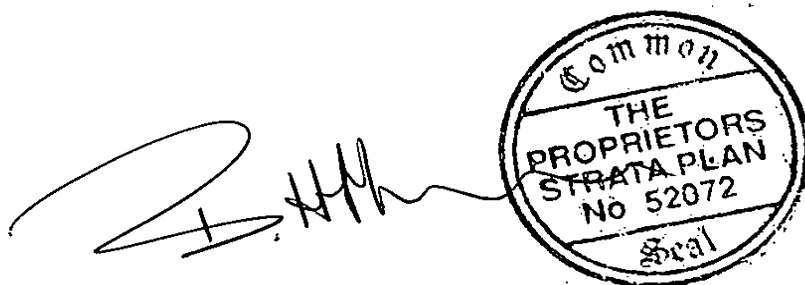
### SPECIAL BY-LAW 7

#### Minor Renovations

- a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
- b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
- c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

#### SCHEDULE

**Lot Benefited:** All Lots subject to written applications



Approved Form 10

Certificate re Initial Period

FILM WITH

AM695343

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 52072 was affixed on ^ 25.8.2017 in the  
presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to  
attest the affixing of the seal.

Signature: [Signature] Name: BETTINA HOFFMAN Authority: STRATA MANAGER

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

^ Insert appropriate date

\* Strike through if inapplicable.

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

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



Created 2016

10/1

Form: 15CH  
Release: 2-1

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



**AP543184E**

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP52072	
(B) <b>LODGED BY</b>	Document Name, Address or DX, Telephone, and Customer Account Number if any Collection Box <b>659M</b> SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400 Reference: <b>MRSM-57937</b>	<b>CODE</b>  <b>CH</b>

- (C) The Owners-Strata Plan No. 52072 certify that a special resolution was passed on 15/5/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Laws 10 & 11  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
See Annexure A & B

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure C
- (G) The seal of The Owners-Strata Plan No. 52072 was affixed on 28/8/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *J. McGrath*  
Name: Joel McGrath  
Authority: Strata Manager

Signature:  
Name:  
Authority:





## Annexure A

### Special By-Law 10 - Window Safety Devices

#### 1. Introduction

This by-law grants you exclusive use and enjoyment of window safety devices and window locks and latches in connection with your lot and imposes on you the obligation to maintain, repair and replace those window safety devices and window locks and latches.

#### 2. Definitions

In this by-law:

**"Act"** means the Strata Schemes Management Act 2015 including any amendment of it and any Act replacing it;

**"lot"** means any lot in the strata scheme; "Regulation" means the Strata Schemes Management Regulation 2016 including any amendment of it and any Regulation replacing it;

**"window locks and latches"** means any locks, locking devices and latches for the windows on the boundary of a lot;

**"window safety devices"** means complying window safety devices within the meaning of clause 30 of the Regulation for the windows on the boundary of a lot;

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

#### 3. Exclusive Use of Window Safety Devices

You are granted the exclusive use and enjoyment of all window safety devices and window locks and latches in connection with your lot.

#### 4. Conditions for Window Safety Devices

- (1) You must, at your own cost, properly maintain and keep in a state of good and serviceable repair all window safety devices and window locks and latches in connection with your lot.
- (2) You must, at your own cost, where necessary, renew or replace the whole or any part of all window safety devices and window locks and latches in connection with your lot.

#### 5. Application to All Window Safety Devices

To avoid doubt, this by-law applies to all window safety devices and window locks and latches including:

- (a) window safety devices and window locks and latches installed by the owners corporation or by you; and
- (b) window safety devices and window locks and latches on a lot or the common property.

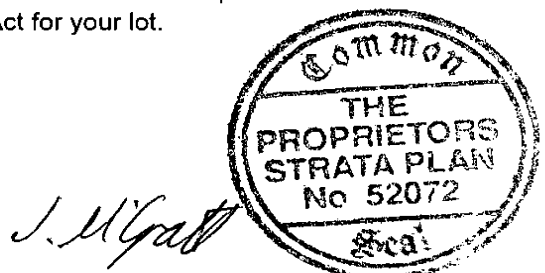
#### 6. Commencement Date

The rights and obligations conferred on you under this by-law in relation to any window safety device or window locks and latches commence on completion of the installation of that window safety device or those window locks and latches.

#### 7. Breach of this By-Law

If you breach this by-law and you fail to remedy that breach within fourteen (14) days of being given a notice by the owners corporation requesting that you remedy that breach, then the owners corporation may:

- (a) remedy that breach including, if necessary, by repairing or replacing any window safety devices or window locks and latches in connection with your lot; and
- (b) recover as a debt from you the costs it incurs remedying that breach including, where relevant, the costs of repairing or replacing any window safety device or window locks and latches in connection with your lot and the expenses it incurs in recovering those costs; and
- (c) record on any such costs and expenses on your account kept with the owners corporation or on levy notices or certificates issued under section 184 of the Act for your lot.



## Annexure B

### Special By-Law 11 – Compensation to Owners Corporation

#### A) Definitions

- i) The following terms are defined to mean;
  - 'Costs' include any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or Lot owner.
  - 'Lot' means any Lot in the Strata Plan.
  - 'Occupier' means the Occupier of the Lot.
  - 'Owner' means the Owner/s of the Lot.
  - 'Owners Corporation' means the Owners Corporation created by the registration of the Strata Plan.
  - 'Owners Corporation's Agents' mean the Strata Managing Agent, Strata Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
  - 'Owner's Agents' means any real estate agent, property manager or any other contractor engaged by a Lot Owner or the Occupier of the Lot or visitors to the Lot.
  - 'the Act' means the Strata Schemes Management Act 2015.
  - 'Visitor' means any visitor to a Lot.
  - 'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

#### B) Rights and Obligation of Owners

- i) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any works performed on Lot property that is charged to the Owners Corporation by the Owners Corporation's Agents or the Lot Owner's Agents.
- ii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any damage caused to common property by the Occupier, Owner, Visitor or Owner's Agents' of the Lot.
- iii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Part 8 of the Act.
- iv) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation for successfully defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporation's Agents.
- v) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation in relation to false fire alarms caused by the Owner, Occupier, Visitor or Owner's Agents of the Lot.
- vi) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for removing any rubbish or dumped items on common property by a Lot Owner, Occupier, Visitor or Lot Owner's Agent.
- vii) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for an after-

hours emergency call-out when it is deemed by the Owners Corporation's Agents that the call was not an after-hours emergency and could have been dealt with the following business day during business hours.

- viii) Any costs imposed upon a Lot Owner in sub-clauses B) i), ii), iii), iv), v) vi) & vii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the Owner, Occupier, Owner's Agent or the Owners Corporation's Agent.
- ix) In the event that a Lot Owner believes a charge imposed upon them pursuant to this By-Law is unjust, the Lot Owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- x) In the event the Owners Corporation rejects a request made by a Lot owner pursuant to sub-clause B vii) above, all charges imposed by this By-Law shall stand.

c) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a Lot Owner as a debt by way of a levy charged to that Lot;
- ii) The Owners Corporation must serve upon the Owner a written notice of the contribution payable;
- iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to Section 85 of the Act;
- iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to Section 86 of the Act; and
- v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

**Annexure C**

**Current By-Laws on Title CP/SP52072**

- 1. Attention is directed to schedule 2 of the Strata Schemes Management Regulation 2016**
- 2. Special resolution passed 29 April 1996**  
Added by-law 20
- 3. Special resolution passed 30 September 2004**  
Added special by-law 1
- 4. Special resolution passed 25 June 2007**  
Added special by-law 2
- 5. Special resolution passed 16 December 2009**  
Added special by-law 3
- 6. Special resolution passed 9 May 2011**  
Added special by-law 4
- 7. Special resolution passed 14 May 2012**  
Added special by-law 5
- 8. Special resolution passed 10 May 2016**  
Added special by-law 6
- 9. Special resolution passed 9 May 2017**  
Added special by-law 7
- 10. Special resolution passed 15 May 2018**  
Added special by-law 8 & 9
- 11. Special resolution passed 15 May 2019**  
Added special by-laws 10 & 11

## **Strata Schemes Management Regulations Schedule 2 – By-laws for pre-1996 strata scheme**

### **1 Noise**

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

### **2 Vehicles**

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

### **3 Obstruction of common property**

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

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

An owner or occupier of a lot must not:

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

## **5 Damage to common property**

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

**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.

## **6 Behaviour of owners and occupiers**

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

## **7 Children playing on common property in building**

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

## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

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

## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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

## **12 Storage of inflammable liquids and other substances and materials**

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

### **13 Moving furniture and other objects on or through common property**

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

### **14 Floor coverings**

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

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

### **15 Garbage disposal**

An owner or occupier of a lot:

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

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

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

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



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

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

## **16 Keeping of animals**

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

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

## **17 Appearance of lot**

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

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

## **18 Notice board**

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

## **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. (1) (a) Despite any other by-law the proprietor of Lot 1 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area A, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 1 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (2) (a) Despite any other by-law the proprietor of Lot 2 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area B, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of the respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of Lot 2 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (3) (a) Despite any other by-law the proprietor of Lot 7 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area C, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such

money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.

(c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 7 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20. (4) (a) Despite any other by-law the proprietor of Lot 8 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area D, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.

(b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.

(c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 8 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20. (5) (a) Despite any other by-law the proprietor of Lot 16 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area E, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.

(b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by the proprietor proportionately according to the relative proportions of their respective unit entitlements.

(c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 16 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20. (6) (a) Despite any other by-law the proprietor of Lot 20 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area F, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by them proportionately according to the relative proportions of their respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 20 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (7) (a) Despite any other by-law the proprietor of Lot 21 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area G, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by them proportionately according to the relative proportions of their respective unit entitlements.
- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 21 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.
20. (8) (a) Despite any other by-law the proprietor of Lot 28 shall be entitled to the exclusive use and enjoyment of Exclusive Use Area H, on the basis that such proprietor shall be responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of such part of the common property.
- (b) Where the proprietor of this lot is liable under this by-law to pay any money either to the body corporate or to any other person for and towards the maintenance or upkeep of such part of the common property, then such money shall be paid by them proportionately according to the relative proportions of their respective unit entitlements.

- (c) To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 28 and the proprietor and occupier thereof for the time being and all persons duly authorised by them or any of them from time to time.

20 (9) In this by-law:

- (a) Exclusive Area A means the area adjacent to that part of Lot 1 which comprises 35 square metres and marked with the letter "A" on the plan annexed hereto.
- (b) Exclusive Area B means the area adjacent to that part of Lot 2 which comprises 3 square meters and marked with the letter "B" on the plan annexed hereto.
- (c) Exclusive Area C means the area adjacent to that part of Lot 7 which comprises 19 square metres and marked with the letter "C" on the plan annexed hereto.
- (d) Exclusive Area D means the area adjacent to that part of Lot 8 which comprises 19 square metres and marked with the letter "D" on the plan annexed hereto.
- (e) Exclusive Area E means the area adjacent to that part of Lot 16 which comprises 26 square metres and marked with the letter "E" on the plan annexed hereto.
- (f) Exclusive Area F means the area adjacent to that part of Lot 20 which comprises 44 square metres and marked with the letter "F" on the plan annexed hereto.
- (g) Exclusive Area G means the area adjacent to that part of Lot 21 which comprises 40 square metres and marked with the letter "G" on the plan annexed hereto.
- (h) Exclusive Area H means the area adjacent to that part of Lot 28 which comprises 85 square metres and marked with the letter "H" on the plan annexed hereto.

The approximate measurements of the areas referred to in the attached diagram are as follows:-

Yard A	(Unit 1)	35m <sup>2</sup>
Yard B	(Unit 2)	3m <sup>2</sup>
Yard C	(Unit 7)	19m <sup>2</sup>
Yard D	(Unit 8)	19m <sup>2</sup>
Yard E	(Unit 16)	26m <sup>2</sup>
Yard F	(Unit 20)	44m <sup>2</sup>
Yard G	(Unit 21)	40m <sup>2</sup>
Yard H	(Heritage House unit 28)	85m <sup>2</sup>

FORM 2

WARNING: DRIVING OR FOLLOWING WILL LEAD TO REJECTION

Sheet No. 1 of 4 Strata

# GROUND FLOOR

## STRATA PLAN

OFFICE USE ONLY

### HERITAGE HOUSE

Section of Unit	Unit	Entirety
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
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Reduction Ratio 1: 200

Lengths are in metres



## **SPLIT SYSTEM AIR CONDITIONING**

### **SPECIAL BY-LAW 1**

#### **(a) DEFINITIONS**

- (i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:
  - (A) “Act” means Strata Schemes Management Act 1996;
  - (B) “adjacent common property” means that part of the common property of the strata plan which is within 15cm of the air conditioning system or any part thereof;
  - (C) “air conditioner” means, in respect of all lots in the strata plan to which this By-Law applies, the split system air conditioning system for the lot comprised of:-
    - (i) the condenser/compressor;
    - (ii) the air conditioning unit and evaporator; and
    - (iii) outlet pipes and associated pipes, wires cables; and
  - (D) “works” means all or any maintenance, repair, removal or replacement that the proprietor undertakes;
- (ii) Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996 they will have the same meaning as those words have in the Act;

#### **(b) RIGHTS AND OBLIGATIONS**

The proprietor for the time being of the lots specified in the Schedule (“the proprietor”) is conferred with the special privilege in respect of common property to install an air conditioner SUBJECT TO the due observance and performance by the proprietor with the following conditions:-

##### **(i) INSTALLATION**

The air-conditioning unit will be installed to the lot with the condensing unit fitted on the balcony of said lot OR at a suitable point as nominated by the owners corporation;

##### **(i) MAINTENANCE**

The proprietor shall maintain the air-conditioner in a state of good and serviceable repair and for this purpose, shall renew or replace it whenever necessary;



(ii) **COMMON PROPERTY MAINTENANCE**

The proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the adjacent common property;

(iii) **RUN-OFF**

The proprietor shall dispose of any condensation and run-off from the air-conditioner, so as not to cause nuisance to any person or damage to the common property;

(iv) **NOISE TRANSFER**

The proprietor must not operate the air conditioner or allow it to be operated if the occupant of another lot is being unreasonably disturbed by noise or vibration from its operation;

Noise levels to be in accordance with Council regulations.

(v) **DAMAGES DURING WORKS**

The proprietor shall repair any damage to the common property caused by it or its agents or contractors in the course of undertaking any obligations under this By-Law;

(vi) **INDEMNIFY OWNERS CORPORATION**

The proprietor shall keep the Owners Corporation indemnified against:-

- (A) any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the works, or the use or maintenance of the air conditioners; and
- (B) any liability for damage to the air conditioners caused by the Owners Corporation in undertaking any work referred to in Section 64 of the Strata Schemes Management Act 1996 in exercising the power of entry conferred by that section;

(vii) **BY-LAW BREACH**

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

**SCHEDULE**

**Lot Benefited:** All Lots subject to written applications

### **Special By-Law 2 – Cable TV**

- (a) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 and its By-Laws, the Owners Corporation has the following additional powers and functions:-
- (i) the power to acquire and install or arrange or authorise the installation of appliances or other form of system ("System") to facilitate the reception of cable and satellite television, media and telecommunications services by the lots and the common property including, with limitation, the power to acquire and install or arrange or authorise any television, microwave, satellite or other media aerials, antennas or dishes and associated wiring, cabling and equipment on and through the common property; and
  - (ii) the power and duty to repair, maintain, renew and replace any such System as may be necessary from time to time but on such terms as may be agreed with the Owners Corporation.
- (b) The Owner of a lot will be responsible, at its cost:-
- (i) to connect its lot to the Service from the point on common property nominated by the Owners Corporation but only with the prior consent of the Owners Corporation as to the location and nature of that connection;
  - (ii) for the maintenance, repair, renewal or replacement (as the case may be) of any part of the System which is for the exclusive use and enjoyment of that lot (or equally pro rata amongst those owners benefiting by the System where it or the relevant part of it is shared by some but not all lots), whether the relevant part of the System is located within the boundaries of that owner's lot or on the common property;
  - (iii) to ensure that the provisions of paragraph (c) are complied with so far as any part of the System is the responsibility of that owner under this By-Law; and
  - (iv) to make good any damage caused to the common property during the installation, repair, replacement and/removal of the system.
- (c) Any cabling or wiring relating to a System and installed by or at the request of any owner or occupier of a lot must be installed in concealed ductwork or conduit which is not visible on the surface of the common property, unless the prior written consent of the Owners Corporation has been obtained.
- (d) In the event that the Owners Corporation arranges for the repair, maintenance renewal or replacement of any part of the System which is the responsibility of an owner or some owners under this By-Law, the cost of doing so will be recoverable by the Owners Corporation from that owner as a debt under S63(5) of the Strata Schemes Management Act 1996.

## **Special By-law No. 3 – Insulation Installation**

### **1. Definitions**

#### **1.1 In this by-law:**

**“Lots”** means all lots in strata plan no. 52072

**“Owner”** means any one of the owners.

**“Owners”** means the owners of the lots for the time being.

**“Ceiling Insulation”** means material designed for thermal insulation above the ceiling of residential premises which meets the insulation product standard – AS/NZ 4859.1:2000 amendment (Amendment 1, Dec 2006)

“Materials for the Thermal Insulation of Buildings” (as per codemark, conformance mark, label from packaging).

**“Installer”** means the owner or employee of a registered business operating in the installation of thermal insulation.

**“Installation Standard”** means the Australian Insulation installation standard, AS 3999-1992 “Thermal insulation of dwellings – bulk installations – installation requirements” but substituting clause 4.2 (e) and figure 4.5 of that document, with clause 4.5.2.3 and figure 4.7 of the AS/NZS 3000:2007 wiring rules as minimum clearance distances from recessed luminaries, including down lights.

**“Works”** means the installation of ceiling insulation in accordance with this by law.

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

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes the other gender;
- (c) Any terms in this by-law have the same meaning as that which may be defined for that term in the *Strata Schemes Management Act 1996*; and
- (d) Reference to the legislation includes reference to amending and replacement legislation.

#### **1.3 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.**

## **2. Special Privileges and Exclusive Use Rights**

- (a) Each owner will have a special privilege in respect of the common property directly above the ceiling and internal walls of the lot owned by that owner for the purpose of installing ceiling insulation; and
- (b) Exclusive use and enjoyment of the common property that is occupied by the ceiling insulation, upon and subject to the conditions set out in this by law.

## **3. The Conditions**

### **3.1 Before the ceiling installation**

- (a) Before commencing the ceiling installation works the owner must give the owners corporation copies of certificates which demonstrate the principal contractor who will carry out the installation works holds a current policy of public liability insurance which covers the interests of the owners corporation and workers compensation insurance together with a safe work methods statement for the insulation installation prepared by that contractor.
- (b) The works will be conducted entirely at the expense of the owner entitled to conduct the work.

### **3.2 During the ceiling installation**

#### **Quality of Works**

- (a) The works must be carried out in a proper and workmanlike manner and in accordance with the installation standard utilising only first quality ceiling insulation materials which are good and suitable for the purpose for which they are used.

#### **Noise and Disturbance**

- (b) The owner must ensure that minimum disturbance is caused to the common property during the conduct of the works and that the works does not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

#### **Protection of Building**

- (c) The owner must protect the common property that is affected by the works from damage and debris and ensure that any such common property, especially floors, walls and ceilings leading to the lot, is protected by covers and mats when construction materials, equipment and debris are transported over it.

#### Daily Cleaning

- (d) The owner must clean any part of the common property affected by the works and keep all of that common property clean, neat and tidy while the works are being conducted.

#### Time for the works

- (e) The owner must ensure that the works are carried out only between the hours of 8.00am to 5.00pm on Monday to Friday.

#### Complies to all Laws

- (f) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

### **3.3 After the installation**

#### Maintenance of the ceiling insulation

- (a) The owner must, at the owner's expense, properly maintain the ceiling insulation and keep it in a state of good and serviceable repair.

#### Restoration of common property

- (b) Immediately upon completion of the works the owner must restore all other parts of the common property affected by the works as nearly as possible as the state they were in immediately before the works.

#### Repair of damage

- (c) The owner must at the owner's expense make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

### **3.4 Enduring Obligations**

#### Indemnity

- (a) The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damage and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the ceiling insulation or the altered state or use of the common property arising from the installation of the ceiling insulation.

**Compliance with all laws**

- (b) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the ceiling insulation

**4. Breach of this by-law**

- (a) If the owner breaches any condition of this by law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
  - (i) Rectify any such breach.
  - (ii) Enter any part of the strata scheme including the lot, by its agents, employees or contractors in accordance with the *Strata Schemes Management Act 1996* for the purpose of rectifying any such breach; and
  - (iii) Recover as a debt due from the owner, the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of breach of this by-law.

#### **SPECIAL BY-LAW 4: Weather Protection Devices – Modifications and Additions**

1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:
  - (a) the owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed.
  - (b) the devices shall not be, or become, or in any way be construed to be the common property and shall always remain the sole property of the owner for the time being of the lot which they service.
  - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme.
  - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation.
  - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons.
  - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property.
  - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation.
  - (h) the devices must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance.
  - (i) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before any devices are to be replaced or renewed.
  - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
2. In the event that an owner or occupier of a lot to which any devices are installed after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
3. In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.
4. This By-Law is to cover all pre-existing and all future weather protection devices.

### **Special by-law 5**

A document may be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

A notice or document served on an owner by e-mail 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 within 24 hours<sup>1</sup>.



#### **SPECIAL BY-LAW 6: SMOKING ON THE PREMISES**

1. For the purposes of this by-law:
  - (a) "Smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
  - (b) "The property" means all lots and the common property of the strata scheme;
  - (c) An owner of a lot, and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in the lot.
2. An owner or occupier of a lot must not smoke, or allow anyone else to smoke, on the common property or within the lot.
3. If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this by-law unless:
  - (a) The occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot.
  - (b) Upon becoming aware that the person was smoking in the lot, the owner or occupier asked the person smoking to cease smoking immediately or to leave the property immediately, and the person did so.
4. If a person, not being the owner or occupier of a lot, smokes in the common property, the person, being an owner or occupier of a lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:
  - (a) He or she did not know, or could not reasonably be expected to have known, that the person was smoking in the common property; or
  - (b) Upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.

## **MINOR RENOVATIONS TO INTERNAL LOTS**

### **SPECIAL BY-LAW 7**

#### **Minor Renovations**

- a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
- b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
- c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

### **SCHEDULE**

**Lot Benefited:** All Lots subject to written applications

## **Special By-Law No. 8 – Bathroom Renovations**

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### **1. Introduction**

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This by-law gives you the right to renovate your bathroom on certain conditions.

### **2. Definitions**

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In this by-law:

“**bathroom renovations**” means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

“**lot**” means any lot in the strata scheme,

“**you**” means an owner for the time being of a lot (being the current owner and all successors).

### **3. Bathroom Renovations**

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You may carry out bathroom renovations to the bathroom in your lot on the conditions of this by-law.

### **4. The Conditions**

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#### **4.1. Before the Bathroom Renovations**

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##### **(a) Prior Notice**

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a brief written description of the bathroom renovations.

##### **(b) Planning Approvals**

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the consent or certificate.

**(c) Insurance Certificates**

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the *Home Building Act 1989*.

**4.2. During the Bathroom Renovations**

**(a) Quality of the Bathroom Renovations**

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

**(b) Licensed Contractors**

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the *Home Building Act 1989*.

**(c) Building Code of Australia**

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

**(d) Time for Completion of the Bathroom Renovations**

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

**(e) Work Hours**

You must ensure that the bathroom renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday and 9.00am – 1.00pm on Saturdays (excluding public holidays).

**(f) Noise and Disturbance**

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**(g) Location of the Bathroom Renovations**

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

**(h) Transportation of Construction Equipment**

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

**(i) Debris**

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

**(j) Protection of Building**

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

**(k) Daily Cleaning**

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

**(l) Storage of Building Materials on Common Areas**

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

**(m) Times for Operation of Noisy Equipment**

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

**(n) Cost of the Bathroom Renovations**

You must pay all costs associated with the bathroom renovations.

### **4.3. After the Bathroom Renovations**

#### **(a) Completion Notice**

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

#### **(b) Waterproofing Certificate**

As soon as practicable after completion of the bathroom renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

#### **(c) Restoration of Common Property**

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

### **4.4. Enduring Obligations**

#### **(a) Maintenance of the Bathroom Renovations**

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

#### **(b) Maintenance of the Common Property**

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

#### **(c) Repair of Damage**

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

#### **(d) Appearance of the Bathroom Renovations**

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

#### **(e) Connection of Utilities**

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to

your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

**(f) Indemnity**

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

**(g) Compliance with all Laws**

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

**5. Breach of this By-Law**

---

- (a) If you breach any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
- (i) rectify that breach,
  - (ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
  - (iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## **Special By-Law 9 – Compensation to Owners Corporation**

### **A) Definitions**

- i) The following terms are defined to mean;
  - 'Costs' include any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or Lot owner.
  - 'Lot' means any Lot in the Strata Plan.
  - 'Occupier' means the Occupier of the Lot.
  - 'Owner' means the Owner/s of the Lot.
  - 'Owners Corporation' means the Owners Corporation created by the registration of the Strata Plan.
  - 'Owners Corporation's Agents' mean the Strata Managing Agent, Strata Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
  - 'Owner's Agents' means any real estate agent, property manager or any other contractor engaged by a Lot Owner or the Occupier of the Lot or visitors to the Lot.
  - 'the Act' means the Strata Schemes Management Act 2015.
  - 'Visitor' means any visitor to a Lot.
  - 'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

### **B) Rights and Obligation of Owners**

- i) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any works performed on Lot property that is charged to the Owners Corporation by the Owners Corporation's Agents or the Lot Owner's Agents.
- ii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any damage caused to common property by the Occupier, Owner, Visitor or Owner's Agents' of the Lot.
- iii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Part 8 of the Act.
- iv) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation for successfully defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporation's Agents.
- v) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation in relation to false fire alarms caused by the Owner, Occupier, Visitor or Owner's Agents of the Lot.
- vi) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for removing any rubbish or dumped items on common property by a Lot Owner, Occupier, Visitor or Lot Owner's Agent.
- vii) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for an after-



hours emergency call-out when it is deemed by the Owners Corporation's Agents that the call was not an after-hours emergency and could have been dealt with the following business day during business hours.

- viii) Any costs imposed upon a Lot Owner in sub-clauses B) i), ii), iii), iv), v) vi) & vii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the Owner, Occupier, Owner's Agent or the Owners Corporation's Agent.
- ix) In the event that a Lot Owner believes a charge imposed upon them pursuant to this By-Law is unjust, the Lot Owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- x) In the event the Owners Corporation rejects a request made by a Lot owner pursuant to sub-clause B vii) above, all charges imposed by this By-Law shall stand.

c) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a Lot Owner as a debt by way of a levy charged to that Lot;
- ii) The Owners Corporation must serve upon the Owner a written notice of the contribution payable;
- iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to Section 85 of the Act;
- iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to Section 86 of the Act; and
- v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

## Special By-Law 10 - Window Safety Devices

### 1. Introduction

This by-law grants you exclusive use and enjoyment of window safety devices and window locks and latches in connection with your lot and imposes on you the obligation to maintain, repair and replace those window safety devices and window locks and latches.

### 2. Definitions

In this by-law:

**"Act"** means the Strata Schemes Management Act 2015 including any amendment of it and any Act replacing it;

**"lot"** means any lot in the strata scheme; **"Regulation"** means the Strata Schemes Management Regulation 2016 including any amendment of it and any Regulation replacing it;

**"window locks and latches"** means any locks, locking devices and latches for the windows on the boundary of a lot;

**"window safety devices"** means complying window safety devices within the meaning of clause 30 of the Regulation for the windows on the boundary of a lot;

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

### 3. Exclusive Use of Window Safety Devices

You are granted the exclusive use and enjoyment of all window safety devices and window locks and latches in connection with your lot.

### 4. Conditions for Window Safety Devices

- (1) You must, at your own cost, properly maintain and keep in a state of good and serviceable repair all window safety devices and window locks and latches in connection with your lot.
- (2) You must, at your own cost, where necessary, renew or replace the whole or any part of all window safety devices and window locks and latches in connection with your lot.

### 5. Application to All Window Safety Devices

To avoid doubt, this by-law applies to all window safety devices and window locks and latches including:

- (a) window safety devices and window locks and latches installed by the owners corporation or by you; and
- (b) window safety devices and window locks and latches on a lot or the common property.

### 6. Commencement Date

The rights and obligations conferred on you under this by-law in relation to any window safety device or window locks and latches commence on completion of the installation of that window safety device or those window locks and latches.

### 7. Breach of this By-Law

If you breach this by-law and you fail to remedy that breach within fourteen (14) days of being given a notice by the owners corporation requesting that you remedy that breach, then the owners corporation may:

- (a) remedy that breach including, if necessary, by repairing or replacing any window safety devices or window locks and latches in connection with your lot; and
- (b) recover as a debt from you the costs it incurs remedying that breach including, where relevant, the costs of repairing or replacing any window safety device or window locks and latches in connection with your lot and the expenses it incurs in recovering those costs; and
- (c) record on any such costs and expenses on your account kept with the owners corporation or on levy notices or certificates issued under section 184 of the Act for your lot.

## **Special By-Law 11 – Compensation to Owners Corporation**

### **A) Definitions**

- i) The following terms are defined to mean;
  - 'Costs' include any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or Lot owner.
  - 'Lot' means any Lot in the Strata Plan.
  - 'Occupier' means the Occupier of the Lot.
  - 'Owner' means the Owner/s of the Lot.
  - 'Owners Corporation' means the Owners Corporation created by the registration of the Strata Plan.
  - 'Owners Corporation's Agents' mean the Strata Managing Agent, Strata Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
  - 'Owner's Agents' means any real estate agent, property manager or any other contractor engaged by a Lot Owner or the Occupier of the Lot or visitors to the Lot.
  - 'the Act' means the Strata Schemes Management Act 2015.
  - 'Visitor' means any visitor to a Lot.
  - 'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

### **B) Rights and Obligation of Owners**

- i) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any works performed on Lot property that is charged to the Owners Corporation by the Owners Corporation's Agents or the Lot Owner's Agents.
- ii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any damage caused to common property by the Occupier, Owner, Visitor or Owner's Agents' of the Lot.
- iii) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Part 8 of the Act.
- iv) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation for successfully defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporation's Agents.
- v) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation in relation to false fire alarms caused by the Owner, Occupier, Visitor or Owner's Agents of the Lot.
- vi) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for removing any rubbish or dumped items on common property by a Lot Owner, Occupier, Visitor or Lot Owner's Agent.
- vii) A Lot Owner shall be liable to compensate the Owners Corporation for any costs incurred by the Owners Corporation from the Owners Corporation's Agents for an after-

hours emergency call-out when it is deemed by the Owners Corporation's Agents that the call was not an after-hours emergency and could have been dealt with the following business day during business hours.

- viii) Any costs imposed upon a Lot Owner in sub-clauses B) i), ii), iii), iv), v) vi) & vii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the Owner, Occupier, Owner's Agent or the Owners Corporation's Agent.
- ix) In the event that a Lot Owner believes a charge imposed upon them pursuant to this By-Law is unjust, the Lot Owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- x) In the event the Owners Corporation rejects a request made by a Lot owner pursuant to sub-clause B vii) above, all charges imposed by this By-Law shall stand.

c) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a Lot Owner as a debt by way of a levy charged to that Lot;
- ii) The Owners Corporation must serve upon the Owner a written notice of the contribution payable;
- iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to Section 85 of the Act;
- iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to Section 86 of the Act; and
- v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



*J. M'Gill*



## Applicant:

Top Notch Conveyancing  
PO Box 28  
SUTHERLAND NSW 1499

## Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:21/1879	Delivery option:	
Certificate date:	24/03/2021	Your reference:	212707

## Property:

Lot 21 S/P 52072  
21/68-72 Auburn Street SUTHERLAND NSW 2232

## Zone:

\* Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

### Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

### Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

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**INFORMATION PURSUANT TO SECTION 10.7(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

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**1. Names of relevant instruments and DCPs**

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

- \* Sutherland Shire Local Environmental Plan 2015
- \* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- \* SEPP (Building Sustainability Index: BASIX) 2004
- \* SEPP (Exempt and Complying Development Codes) 2008
- \* SEPP (Affordable Rental Housing) 2009
- \* SEPP (Educational Establishments & Child Care Facilities) 2017
- \* SEPP (Infrastructure) 2007
- \* SEPP (Mining, Petroleum & Extractive Industries) 2007
- \* SEPP (Housing for Seniors or People with a Disability) 2004
- \* SEPP No.19 - Bushland in Urban Areas
- \* SEPP No.21 - Caravan Parks
- \* SEPP No.33 - Hazardous and Offensive Development
- \* SEPP No.50 - Canal Estate Development
- \* SEPP No.55 - Remediation of Land
- \* SEPP No.64 - Advertising and Signage
- \* SEPP No.65 - Design Quality of Residential Apartment Development

- \* SEPP No.70 - Affordable Housing (Revised Schemes)
- \* SEPP (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* SEPP (Vegetation in Non-Rural Areas) 2017
- \* SEPP (Concurrences and Consents) 2018
- \* SEPP (Primary Production and Rural Development) 2019

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015**  
**Zone R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing;

- (d) Prohibited:

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No



- (h) Is an item of environmental heritage situated on the land?

The Sutherland Shire Local Environmental Plan 2015 lists this property as the location of a heritage item and clause 5.10 applies.

## **2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

### 3. Complying Development

- (1) The extent to which 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) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Housing Code**

Complying development under this Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:  
The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

#### **Housing Alterations Code**

Complying development under the Housing Alterations Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:  
The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

#### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code may only be carried out on that part of the land not affected by a specific land exemption. The land is affected by the following specific land exemptions:  
The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the

Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

### **Container Recycling Facilities Code**

Complying development under the Container Recycling Facilities Code may only be carried out on that part of the land not affected by a specific land exemption. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

### **Subdivisions Code**

Complying development under the Subdivisions Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

### **Rural Housing Code**

Complying development under the Rural Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land

exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

### **Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

### **Green Field Housing Code**

Complying development under the Greenfield Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

### **General Development Code**

Complying development under the General Development Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For

more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

#### **Demolition Code**

Complying development under the Demolition Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

#### **Fire Safety Code**

Complying development under the Fire Safety Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions.

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

#### **Inland Code**

Complying development under this Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions:

The land is partially a heritage item or a draft heritage item. For more information on the extent of the item please refer to the Sutherland Shire Local Environmental Plan 2015 - Heritage Map available on Council's SSLEP2015 Mapping Tool on [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au).

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

#### **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**



In relation to a coastal council—whether the owner (or any previous owner) of the land has 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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

## **5. Mine Subsidence**

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

No

## **6. Road Widening and Road Realignment**

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

## **7. Council and other public authority policies on hazard risk restrictions**

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

## **7A. Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

## **8. Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

## 9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).
- \* The 2016 Section 7.11 Development Contributions Plan applies to this property (Effective 01/01/17).

## 9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

**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*.

No

## 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

**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*.

No

## 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No



### **11. Bush fire prone land**

Is the land bush fire prone?

No

### **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

### **13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

### **14. Directions under Part 3A**

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

### **15. Site compatibility certificates and conditions for seniors housing**

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

## **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

## **17. Site compatibility certificates and conditions for affordable rental housing**

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster

land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

## 20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

## 21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?

No

- (b) Is the land subject to a management order within the meaning of that Act?

No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon  
Manager Strategic Planning

# Sewer Service Diagram

Application Number: 8000569967

MUNICIPALITY OF <u>SUTHERLAND</u>		<b>SEWERAGE SERVICE DIAGRAM</b>		SYDNEY WATER	
SUBURB OF <u>SUTHERLAND</u>		Copy of Diagram No. <u>620775</u>			
<b>INDICATES - DRAINAGE FITTINGS</b> <div style="display: flex; justify-content: space-between;"> <div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Chr.</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> L.H.</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Pit</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> G</div> </div> <div> <div style="display: flex; align-items: center;"><input type="checkbox"/> P</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> R</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> O Vert.</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> IP</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> MF</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Jn.</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> RP</div> </div> <div> <div style="display: flex; align-items: center;"><input type="checkbox"/> P. Trap</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Reflex Valve</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Cleaning Eye</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Vertical Pipe</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Induct Pipe</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Mica Flap</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Junction</div> <div style="display: flex; align-items: center;"><input type="checkbox"/> Rodding Point</div> </div> </div>					

**SYMBOLS AND ABBREVIATIONS**  
**INDICATES - PLUMBING FIXTURES & OR FITTINGS**  

☐ CO

☐ V

☐ T

☐ K

☐ W

☐ B

☐ H

☐ Clear Out

☐ Vent Pipe

☐ Tube

☐ Kitchen Sink

☐ Water Closet

☐ Bath Waste

☐ Handbasin

☐ Soil Vent Pipe

☐ Bkt

☐ S

☐ DW.

☐ F

☐ M

☐ BS

☐ LS

☐ WS

☐ Bldt

☐ Shower

☐ Dishwasher

☐ Floor Waste

☐ Washing Machine

☐ Bar Sink

☐ Lab Sink

**INDICATES - PLUMBING ON MORE THAN ONE LEVEL**  

☐ SV

☐ WS

**SEWER AVAILABLE**  

## 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**.

## Page 1

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		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	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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



## Pipe Types

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

## Further Information

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

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

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

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