

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 48163619	NSW Duty:
vendor's agent	CHASE PROPERTY GROUP 13 REGENT ST, KOGARAH NSW 2217		Phone: (02) 8567 5455 Fax: Ref: PETER DONCAS
co-agent			
vendor	KONSTANTINOS KARKOULAS		
vendor's solicitor	Photios Vouroudis & Co 1 195b Burwood Road Burwood NSW 2134		Phone: 02 9744 6233 Fax: 9744 1860 Ref: karkoulas 10703
date for completion	42 days after the contract date (clause 15)		Email: vouroudis@bigpond.com
land	12/16 HAMPTON COURT RD CARLTON NSW 2218		
(Address, plan details and title reference)	LOT 12 IN STRATA PLAN 13275 12/sp13275		
improvements	☒ VACANT POSSESSION ☐ Subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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

☐ NO ☐ yes

proposed *electronic transaction* (clause 30)

☐ no ☐ YES

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 *RW 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.

RW 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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW 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):

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

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

List of Documents

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 18B of the Swimming Pools Regulation 2008).

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*.
- 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 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

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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
 - *remittance amount* payable;
 - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not 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, but only 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 *Lodgement 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*;
 - 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; and
 - 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- 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' 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>ENCL</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 *remittance amount* 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 *remittance amount*.

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.

**SPECIAL CONDITIONS
FORMING PART OF THE CONTRACT FOR THE SALE OF LAND (2017)**

1. Interpretation and Definitions

In this contract unless the context indicates a contrary intention, the following provisions apply:

- (a) **Plural**. Words importing the singular number shall include the plural and vice versa.
- (b) **Gender**. Words importing any particular gender include all other genders.
- (c) **Persons and Corporations**. Any reference to a person shall be deemed to include individuals, corporations, partnerships and government bodies and vice versa.
- (d) **Headings**. Headings of clauses and sub-clauses have been inserted for guidance only and shall not form any part of the context and shall not limit or govern the construction of this contract.
- (e) **Construction**. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it.
- (f) **Conflict**. If there is any conflict between the provisions of these special conditions and those contained in the printed conditions of this contract, these special conditions prevail.

2. Amendments to printed form of Contract

This contract is amended as follows:-

- (a) **Clause 7.1.1** is amended by substituting "5%" with \$1.00.
- (b) **Clause 16.5**: delete the words "plus another 20% of that fee".
- (c) **Clause 16.7** is amended by deleting the words "settlement cheques" and substituting the words "bank cheques", and by deleting the words "cash (up to \$2,000.00)".
- (d) **Clause 16.8** is deleted.

3. General

- (a) In the event of any inconsistency between these additional conditions and the printed form of this contract, these additional conditions shall prevail to the extent of the inconsistency.
- (b) Notwithstanding clause 5 of this contract, particulars of title shall be deemed to have been properly given and delivered to the purchaser on exchange of contracts.

4. Incapacity or death of the parties

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein, should either party prior to completion –

- (a) Die or become mentally ill, then the other party may rescind this contract by notice in writing to the counterpart or his solicitor herein named and the provisions of clause 19 hereof shall apply.
- (b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for winding up the purchaser presented, or entered into any scheme or arrangement with its creditors under Part 7 of the Companies Act 1961 (as amended) or should any liquidator, receiver or official manager be appointed in respect of either party, then that party shall be deemed to be in default hereunder and in the case of the purchaser so defaulting, the provisions of clause 9 hereof shall apply.

5. Real Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property by or through the intervention of any Real Estate Agent entitled to claim commission on this sale other than the Real Estate Agent, if any, referred to on the front page of this contract. The purchaser agrees to indemnify and keep indemnified the vendor against all and any claims, actions, demands, costs (including legal and professional costs incurred by the vendor) and expenses of any nature which the vendor may suffer or incur or for which the vendor may become liable in respect of or arising out of the purchaser's breach of this warranty. This clause shall not merge on completion.

6. Condition of the property and the inclusions

- (a) The purchaser acknowledges that he enters into this contract relying solely on his own inspection and enquiries and no representations, warranties or promises have been made by, or given by, or on behalf of the vendor in relation to the location, condition, state of repair and the suitability of the property for a particular purpose.
- (b) The purchaser acknowledges and accepts the present condition and state of repair of the inclusions of the property as at the date of this contract and must not make any objection, requisition or claim for compensation for the general fair wear and tear, loss of or damage to the inclusions which is not caused by the act or default of the vendor.
- (c) Notwithstanding anything herein contained, the purchaser shall not require the vendor to clean the property or to remove any rubbish or debris from the property on or before completion.

7. Title subject to encroachment etc.

Subject to section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986, the purchaser takes title subject to and may not make any objection, requisition or claim for compensation nor delay completion nor rescind or terminate this contract in respect of or arising out of:

- (a) any encroachment by or upon the property;
- (b) any non-compliance with the Local Government Act 1993 (NSW) by improvements erected on the property.

8. Representations and Warranties

The purchaser warrants that:

- (a) unless stated otherwise in this contract, he has not entered into this contract in reliance on any documents or brochures produced or any expressed or implied statement, representation, promise or warranty made by the vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an affect on the property, including but not limited to the matters enumerated in (b) (i) to (ix) hereunder; and
- (b) he shall not make any objection, requisition or claim for compensation in relation to, nor rescind, terminate or delay completion of this contract, because of:
 - (i) the location of the property and/or the area of the land or any improvements thereon;
 - (ii) the suitability of the property or improvements for any use including, without limiting, the conduct of a business or any development whatsoever;
 - (iii) the financial return or income to be derived from the property;
 - (iv) the presence in or upon the property of asbestos or other hazardous substances or any environmental hazard or contamination;
 - (v) the presence of any sewer drain manhole or vent on the property;
 - (vi) any rainwater down pipe being connected to the sewer;
 - (vii) the state of repair or condition of any service to and on the property;
 - (viii) the nature, location, availability or non-availability of any such service; or
 - (ix) whether or not the property is subject to or has the benefit of any right or easement in respect of any service to the property or the mains, pipes or connections thereof or the lack of any easements or rights in respect of any encroachment by or upon the land.

9. Building Certificate

The purchaser acknowledges and agrees that:

- (a) The vendor does not hold a Building Certificate in respect of the property.
- (b) Despite clause 11, if the purchaser applies for a Building Certificate before completion and the Council makes a *work order* or refuse to issue the Certificate for any reason, or informs the purchaser of work to be done before it will issue the Certificate, then:-
 - (i) the purchaser must not require the vendor to comply with the *work order*, remedy the reason, or do the work;
 - (ii) the purchaser must not make a requisition or claim, or attempt to delay completion, or attempt to rescind or terminate because of any matter referred to in, or arising out of this clause 9.; and
 - (iii) the purchaser indemnifies the vendor against any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the purchaser applying for a Building Certificate and any *work order*, notice or requirement of the Council arising from that application.

10. Survey or Building Report

Annexed hereto is a copy of a survey report by _____ dated _____.
The purchaser acknowledges having perused the survey report prior to entering into this contract and will make no objection, requisition or claim for compensation in relation to any matter disclosed therein, relating thereto or arising there from. The purchaser further acknowledges that the original survey report mentioned herein will not be handed over to the purchaser at settlement.

11. Swimming Pool

The purchaser acknowledges that if there is a swimming pool erected on the property, the property may not comply with the provisions of the Swimming Pools Act 1992 as amended ("the Act") and the Swimming Pools Regulations 1998 as updated ("the Regulations"). The purchaser shall not make any objection, requisition or claim for compensation, nor delay completion in respect of the existence of a swimming pool on the property or the fact that the property does not comply with the Act and/or the Regulations.

12. Drainage Diagram

The vendor discloses and the purchaser acknowledges that the drainage diagram attached to this contract is the only one available from Sydney Water and the purchaser shall not make any objection, requisition or claim, or rescind or delay completion in respect of the drainage diagram as annexed herein.

13. Removal of Charges

The vendor shall be under no obligation to remove any charge on the property in respect of any rate, tax or outgoing until completion of this contract and the vendor shall not be deemed to be unable, not ready or unwilling to complete this contract in consequence of any charge upon the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is so served (or at any time after service), there may be a charge upon the property in respect of any such rate, tax or outgoing.

14. Deposit

Where the vendor has agreed, the purchaser must pay a deposit equal to 10% of the price, payable as follows:

- (a) 5% on the making of this contract; and
- (b) 5% on the earlier of termination or completion of this contract. This clause only to apply if less than 10% deposit is paid on exchange.

15. Release of Deposit

When requested by the vendor, the purchaser must release the deposit as is required by the vendor for use as the following:

- (a) payment of the deposit for the purchase of another property;
- (b) payment of stamp duty for the purchase of another property

16. Warranty re. Finance Approval

The purchasers warrant to the vendor that they either:

- (a) hold a current loan in an amount and upon terms satisfactory to them and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein; or
- (b) do not require finance to complete this purchase.

And the purchasers shall remain liable to the vendor for damages arising from the breach of the purchasers' warranty notwithstanding that the purchasers may have rights pursuant to the Consumer Credit Code (NSW) Act 1995. The purchasers further acknowledge that the vendor relies upon this warranty in entering into this contract.

17. Completion

Notwithstanding anything herein contained:

- (a) Completion of this contract will take place on or before 3 p.m. on the completion date. If that date is not a business day, the completion date will be the next business day.
- (b) If this contract is not completed on or by the completion date the vendor and the purchaser will be entitled by notice in writing to the other, to fix a date and time for completion of this contract and in this regard, making the time for completion essential.
- (c) It is expressly agreed by the vendor and the purchaser that fourteen (14) days between (but excluding) the date of service of the notice and (including) the date for completion specified in the notice, will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring completion of this contract even though the period includes days which are not business days. The party giving such notice may specify a time between 12.00 noon and 3.00 p.m. on the date specified for completion. The vendor may at any time withdraw the notice without prejudice to the continuing right of the vendor to give any further such notice.
- (d) If completion does not take place on or before the completion date for any reason, not solely attributable to the vendor, then without prejudice to all other remedies of the vendor, the purchaser must pay on completion to the vendor by way of liquidated damages, interest on the balance of the purchase money at the rate of ten per centum (10%) per annum calculated from (but excluding) the completion date until the date of completion of this contract. Payment of interest under this contract is an essential term and the vendor is not obliged to complete unless the purchaser pays all interest on completion.
- (e) The purchaser acknowledges that the interest rate specified represents a genuine pre-estimate of the losses that the vendor would suffer as a result of a failure by the purchaser to complete on the completion date.

18. Guarantee and Rescission

(a) It is an essential condition of this contract that the purchaser, if a company, must deliver to the vendor a guarantee in the form of the Director's Guarantee, a copy of which is annexed duly executed by the directors and by the principal shareholders of the purchaser within two business days of request by the vendor.

(b) Notwithstanding anything herein contained, if a party exercises a right to rescind expressly given by this contract or any legislation, that party shall have no claim for damages, costs or expenses and the right of rescission shall be the only remedy.

19. Submission of Transfer

The purchaser acknowledges the provisions of clause 4 hereof in relation to time for submission of the transfer. In the event that the purchaser fails to deliver the transfer to the vendor's solicitor on or before 7 days before the completion date, the purchaser agrees to pay to the vendor by way of adjustment at settlement, the sum of \$150.00 towards the cost of arranging execution of such transfer on short notice. The purchaser acknowledges that payment of such sum is an essential term of this contract.

20. GST (Residential Premises)

1. Notwithstanding anything else contained in this contract, the purchaser and the vendor agree:
 - (a) that the property has been used as a residence for residential purposes;
 - (b) the purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
2. In the event of the vendor being liable or becoming liable for GST, because of the purchaser's failure to comply with the above clause:
 - (a) the purchaser agrees to pay to the vendor within fourteen (14) days of notification to the purchaser of the vendor's liability, the amount of the GST, including any additional penalty and interest; and
 - (b) if the purchaser is entitled to an input tax credit and if the vendor is registered for GST, the vendor shall deliver to the purchaser, a tax invoice in a form which complies with the GST Act.

21. GST (Taxable Supply)

1. It is agreed that the consideration for the supply expressed in this contract is exclusive of the vendor's liability for GST.
2. On completion:
 - (a) the purchaser must pay to the vendor, in addition to the total purchase price, the amount payable by the vendor as GST on the taxable supply made by the vendor under this contract;
 - (b) vendor shall deliver to the purchaser a tax invoice for the supply in a form which complies with the GST Act and the regulations.

22. Settlement Cancellation Charge

If the vendor's solicitor or representative attended settlement and the settlement was subsequently cancelled for any reason other than the willful default on the part of the vendor, the purchaser must pay to the vendor, in addition to any money payable under this contract, the sum of Two hundred & seventy five dollars (\$275.00) for the additional legal cost and other expenses incurred by the vendor as a result of the cancellation of settlement. The purchaser acknowledges that the sum of \$275.00 is a genuine pre-estimate of the additional expenses and it is an essential term of this contract that such amount must be paid on or before settlement.

23. Directors Guarantee

Purchaser:

ACN:

Incorporated in the State of:

(herein called the "Purchasing Company").

I/We ("the Guarantor/s")
being director(s) of Pty Limited ("the purchasing company").

In consideration of "the Vendor" at my/our request agreeing to sell the property described in this contract to the Purchasing Company DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchasing Company of ALL THE TERMS AND CONDITIONS of the within Contract and do further COVENANT AND AGREE THAT I/WE WILL INDEMNIFY and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and conditions of this Contract for Sale in its entirety.

Signed by

in the presence of:

.....

Signed by

in the presence of:

.....



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 12/SP13275

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/7/2018	2:39 PM	3	23/3/2015

LAND

LOT 12 IN STRATA PLAN 13275
AT CARLTON
LOCAL GOVERNMENT AREA GEORGES RIVER

FIRST SCHEDULE

KONSTANTINOS KARKOULAS (T AJ347140)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13275
- 2 AJ347141 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

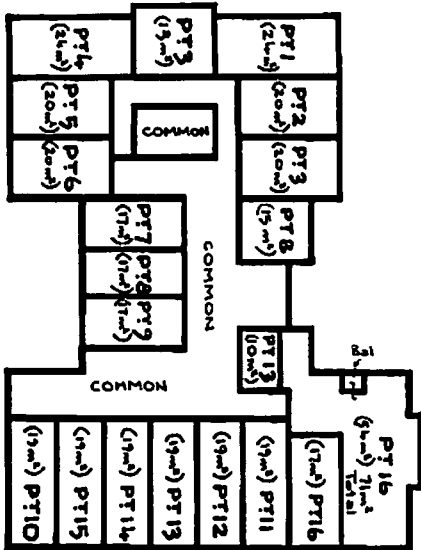
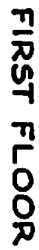
karkoulas 10703

PRINTED ON 2/7/2018

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

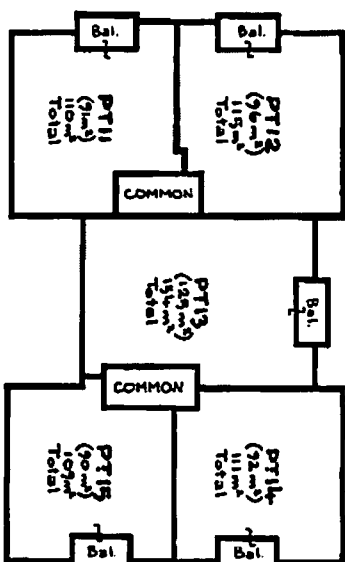
[illegible]

WHERE UNCOVERED BALCONIES ARE LIMITED IN HEIGHT TO UNDERSIDE OF COVERING EAVE



GROUND FLOOR

LOT	UNIT ENTITLEMENT
1	10
2	10
3	15
4	10
5	10
6	10
7	10
8	15
9	10
10	10
11	10
12	10
13	15
14	10
15	10
16	35
AGG.	650



THIRD FLOOR

Lengths are in inches

James
Council Clerk

Surveyor's Reference: 78/35

25.5.9.2



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP13275

SEARCH DATE	TIME	EDITION NO	DATE
2/7/2018	2:42 PM	4	4/4/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 13275
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARLTON
LOCAL GOVERNMENT AREA GEORGES RIVER
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP13275

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 13275
ADDRESS FOR SERVICE OF DOCUMENTS:
16 HAMPTON COURT ROAD
CARLTON 2218

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 N614320 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED AFFECTING THE PART SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 3 AN234176 CONSOLIDATION OF REGISTERED BY-LAWS
- 4 AN234176 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 650)

STRATA PLAN 13275

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 40	2	- 40	3	- 45	4	- 40
5	- 40	6	- 40	7	- 40	8	- 45
9	- 40	10	- 40	11	- 40	12	- 40
13	- 45	14	- 40	15	- 40	16	- 35

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

karkoulas 10703

PRINTED ON 2/7/2018

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

10/18/50

N 614320

REGISTRAR GENERAL
NEW SOUTH WALES

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

I, TANDEL CORPORATION PTY. LIMITED of 1041-1047 Old
Princes Highway, Engadine

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

ONE HUNDRED THOUSAND DOLLARS
\$100,000.00 (the receipt whereof is hereby acknowledged) paid to it

by

MICHAEL AYOUN, JOSEPH AYOUN and ROLAND AYOUN

(herein called transferee)

do hereby transfer to

the said MICHAEL AYOUN, Shoe Maker, JOSEPH AYOUN, Plasterer and
ROLAND AYOUN, Painter all of 28 Brighton Avenue, Graydon Park,
as joint tenants

(herein called transferee)

All such the Estate and Interest in ALL the land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	ST. GEORGE	WHOLE	11659	244	
		WHOLE	2013	100	
		WHOLE	11659	244	
		WHOLE	12156	79	

73/5524
1000-74
1230-80
2074-93

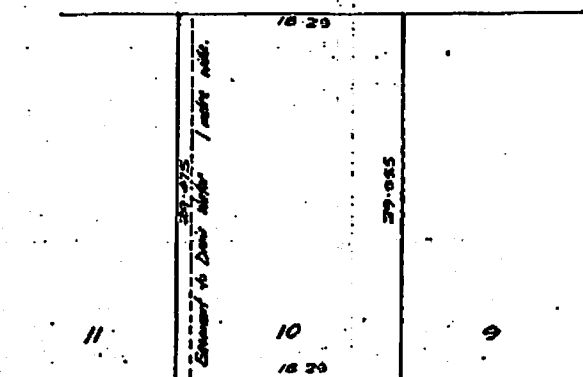
25976A 11951-230

And the transferee covenant(s) with the transferor

Reverting unto the Transferor out of the land contained in Certificate of Title Volume 2013 Folio 100 being Lot 10 in Deposited Plan No. 5452 an easement to drain water one metre wide over that part of the said Lot 10 in Deposited Plan No. 5452 as is immediately adjacent to the westernmost boundary thereof being more particularly shown on the sketch appearing hereunder.

AND IT IS EXPRESSLY AGREED AND DECLARED:-

1. The benefit of the foregoing easement to drain water is appurtenant to the whole of the land contained in Certificates of Title Volume 1230 Folio 30, Volume 2074 Folio 93 and Volume 1000 Folio 74.
2. The burden of the foregoing easement is upon the land contained in Certificate of Title Volume 2013 Folio 100.
3. The terms of the abovementioned easement may be released modified or varied by the Transferor its successors and assigns.



NIELSEN AVE.

ENCUMBRANCES, &c., REFERRED TO:

- N I L -

Strike out if unnecessary, or suitably adjust.

(1) If any easements are to be created or any exceptions to be made:

(2) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 89 of the Conveyancing Act, 1919.

* A very short note will suffice.

6/11/18-2 24/07-2

Handwritten notes:
 A new survey was made in C.T. Vol. 1153 Fol. 230. It shows being whole of land. In C.T. Vol. 12463 Fol. 56. It is a very short note will suffice.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same. Such attestation may be proved if this instrument is signed at the Registrar General, or Deputy Registrar General, or a Notary Public, a Justice of the Peace, a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions referred to Sec. 128 (1) (a) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Representative, Resident, or Chief Secretary of such part, or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Consul or Secretary of an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Consular, Official Secretary or Assistant Official Secretary at the High Commissioner's Office or Legation, or of Secretary at the Australian Military Mission in Berlin or of Agent General in London or of the State of New South Wales or of Secretary, N.S.W. Government Offices, London, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or each other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar General, Deputy Registrar General, a Notary Public, a Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Sydney the 20th day of September 1978
THE COMMON SEAL OF THE TRANSFEROR
P.L. LIMITED was hereunto
affixed by authority of the Board
who is personally known to me
a Director and the Secretary



Secretary

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

[Signature]
A. J. FITZGERALD
Solicitor
Warrwood

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

[Signature]
R. J. [unclear]
Transferee(s)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. [unclear] Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me, at the day of one thousand nine hundred and the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person guilty or negligent certifying falsely to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or marked in the attestation.

N 6 T 4 3 2 0 No. _____ 	Lodged by _____ Address _____ Phone No. _____	291 COLLEGE ST. SYDNEY N.S.W. 2000 PHONE: 202417																																				
PARTIAL DISCHARGE OF MORTGAGE. <i>(N.B.—Before execution read marginal note.)</i>																																						
<i>mortgagee under Mortgage No.</i> I release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage. Dated at _____ this _____ day of _____ 19____ Signed in my presence by _____ who is personally known to me _____ Mortgagee.																																						
This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.																																						
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EXTRA SPACES FOR DEPARTMENTAL USE.
 [Handwritten notes and stamps]

K 123-2 14 67-4

Form: 1SCH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AN234176C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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/SP13275		
(B) LODGED BY	Document Collection Box 659M	Name, Address or DX, Telephone, and Customer Account Number (if any) SCULLASEWELL 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	CODE CH
Reference:		02932568	

- (C) The Owners-Strata Plan No. SP13275 certify that a special resolution was passed on 23/10/2017
- (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 4, 5
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- See 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. SP13275 was affixed on 15/3/18 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

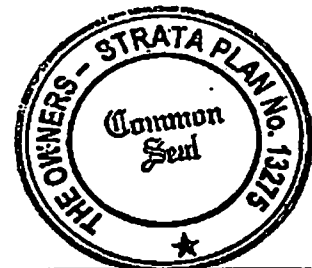
Name: Joel McGrath

Authority: Strata Manager

Signature: _____

Name: _____

Authority: _____



ANNEXURE A

MINOR RENOVATIONS TO INTERNAL LOTS

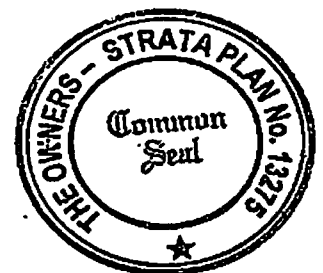
SPECIAL BY-LAW 4

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



J. H. Gall

Special By-Law No. 5 – Bathroom Renovations

1. Introduction

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

2. Definitions

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

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

4. The Conditions

4.1. Before the Bathroom Renovations

(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.

ANNEXURE B

Current By-Laws on Title CP/SP13275

- 1. Attention is directed to by-laws set out in Schedule 2 Strata Schemes Management Regulation 2016**
- 2. Special resolution passed 20 November 2006
Added special by-law 1**
- 3. Special Resolution passed 11 November 2013
Added special by-law 2**
- 4. Special Resolution passed 23 September 2015
Added special by-law 3**
- 5. Special Resolution passed 23 October 2017
Added special by-law 4, 5**

**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).

SPLIT SYSTEM AIR CONDITIONING

SPECIAL BY-LAW I

(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; No wiring, cables or ducting can be run through the roof space of the complex.

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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.

(vi) 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;

(vii) APPEARANCE

The proprietor shall ensure that the overall appearance of the strata scheme is in no way compromised by the installation of an air-conditioning system (refer by law 17, Schedule 1 of the Act).

(viii) 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;

(viii) 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

Service of Documents on Owner of Lot by Owners Corporation

SPECIAL BY-LAW 2

'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 No. 3

LOT 12 IMPROVEMENTS

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the improvements to be made to the Owner's lot.
2. The *special privileges* conferred by this by-law are the rights to alter and use the common property by making improvements that affect the common property subject to the terms and conditions contained in this by-law.
3. "Owner" means the owner or owners of lot 12 from time to time of strata plan no.13275.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below and in the attached drawing prepared by the Owner, annexed to this by-law and marked "Annexure A"-
 - (a) Install down lighting directly into the existing roof space throughout the lot, excluding the bathroom and balcony area;
 - (b) Install a skylight in the roof space directly above the lounge room area, closest to the entry foyer on the lot;
 - (c) Retile the bathroom walls and floor, including waterproofing; and
 - (d) Undertake additional plumbing in bathroom area of the lot including moving plumbing for toilet and new shower as shown in the attached drawing to this by-law.
5. The Owner must ensure that any improvements that can be seen from the outside of the scheme are in a construction and colour scheme that matches the overall appearance of the building.
6. The Owners Corporation acknowledges that the Owner shall be undertaking other aesthetic works that do not affect common property and do not require the consent of the Owners Corporation.
7. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
8. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

9. The Owner must obtain written approval for the improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the improvements.

10. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
11. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

12. When carrying out the Improvements, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment and debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Improvements.
13. The Owner must ensure that the Improvements shall be done:
 - (a) in a proper and workmanlike manner and by duly licensed and insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

After completing the Improvements

14. The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Improvements.

Repair and Maintenance

15. The Owner must, at the Owner's cost:
 - (a) properly maintain and keep the common property that has been altered and to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
16. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

17. The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- (d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.

18. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

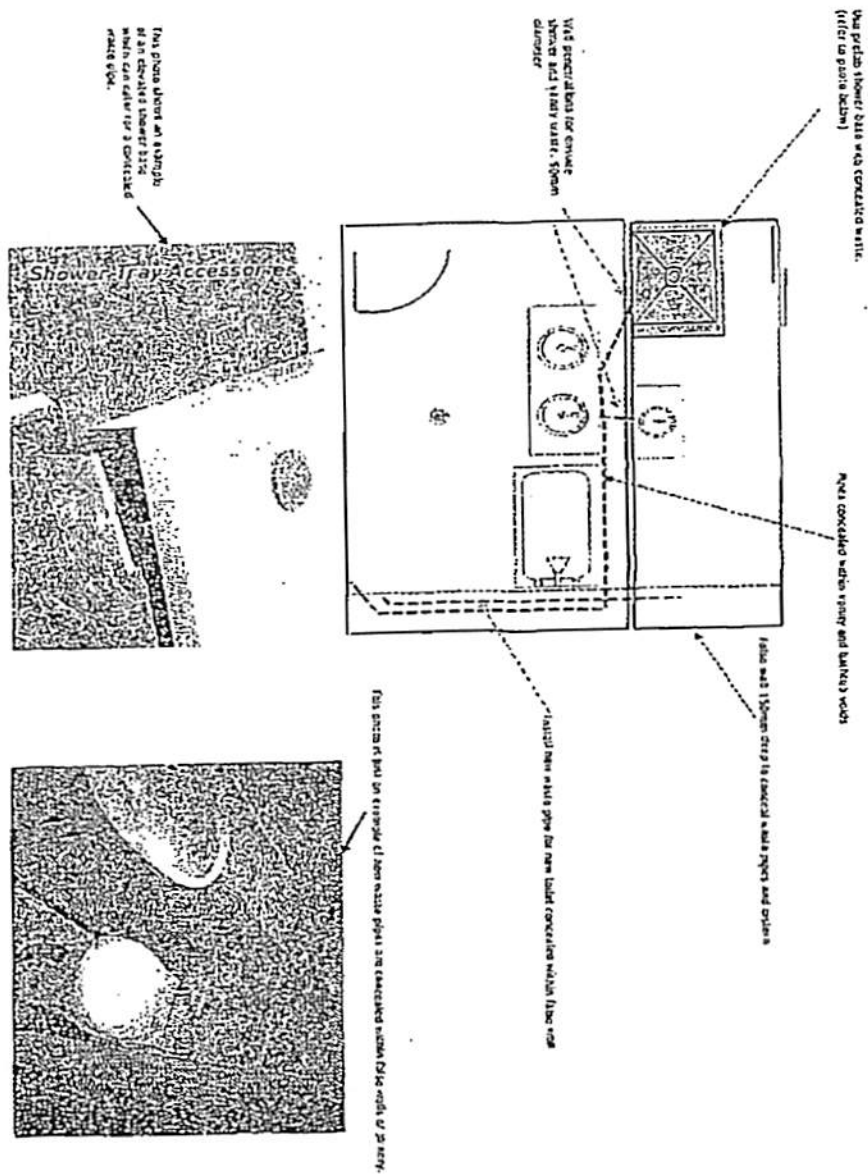
19. To the extent that section 52(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

20. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

21. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

Annexure A



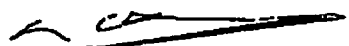
STRATA SCHEME 13275
Consent to Special Privilege By-Law

TO: The Secretary
The Owners - Strata Plan No. 13275

AND: The Registrar General
Land & Property Information
NSW Department of Lands
Queens Square
SYDNEY NSW 2000

Mr. Kosta Karkoulas, being the owner/s of Lot 12 in Strata
Plan No. 13275 HEREBY CONSENT to the making of a by-law conferring special privileges on the
owner/s of Lot 12 to be made by the Owners Corporation at a general meeting to be convened on
March.....2015 or at any adjournment of that meeting.

Dated: *10/3/2015*


.....
Name: *K. KARKOULAS*

.....
Name:

MINOR RENOVATIONS TO INTERNAL LOTS

SPECIAL BY-LAW 4

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. 5 – Bathroom Renovations

1. Introduction

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

2. Definitions

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

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

4. The Conditions

4.1. Before the Bathroom Renovations

(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 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.



J. M. Galt

FILM WITH

A ~ 234176

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 13275 was affixed on ^ 15/3/18 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:

^ 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 its 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.





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.

Municipality of Kogarah
(Cortton)

SEWERAGE SERVICE DIAGRAM

No. 388555

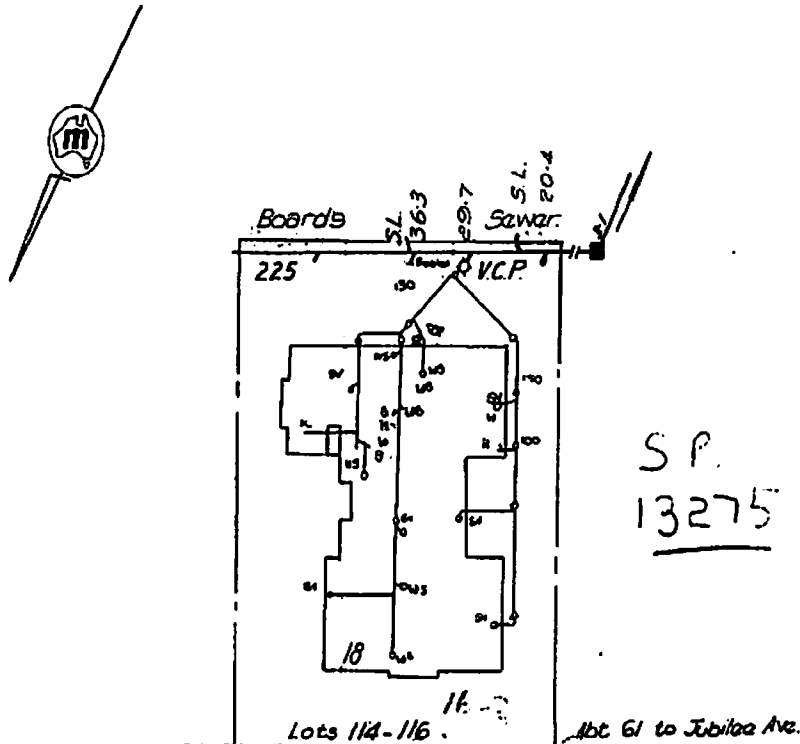
- ☐ Boundary Trap
- ☐ Inspection Shaft
- ☐ Pit
- ☐ Grease Interceptor
- ☐ Gully
- ☐ P Trap

SYMBOLS AND ABBREVIATIONS

- ☐ R Reflux Valve
- ☐ Cleaning Eye
- ☐ V Vertical Pipe
- ☐ V Vent Pipe
- ☐ SV Soil Vent Pipe
- ☐ DC Down Cast Cond.
- ☐ IP Induct Pipe
- ☐ MF Meco Flap
- ☐ T Tubs
- ☐ K Kitchen Sink
- ☐ WC Water Closet
- ☐ B Bath Waste
- ☐ B Bath
- ☐ S Shower
- ☐ WIP Wrought Iron Pipe
- ☐ CIP Cast Iron Pipe
- ☐ F Floor Waste
- ☐ M Washing Machine

SEWER AVAILABLE

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



HAMPTON COURT RD.

RATE No. _____ W.C.s _____ Scale 1:500
 SHEET No. 1994 U.C.s _____ Distance/Depth in metres;
 pipe diameters in millimetres For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth	Inspector	Date		Inspector	
Shr.		Outfall	SW		
Bth		Drainer			
K.S.		Plumber			
T.	Chief Inspector	Boundary Trap		232 258	
Pip.		n/1000 required			
Dge. Int.	Tracing Checked				
Dge. Ext.					

19-6-78

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.