

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	RE/MAX Prestige M: 0410 437 780 E: Jamie.bae@remax.com.au Shop 7.1/2 Dawn Fraser Avenue, Sydney Olympic Park	
co-agent vendor	AMEN SIN	
vendor's solicitor	KP LAWYERS T: 02 9715 2500 M: 0433 667 009 E: vivianpak@kplawyers.com.au Suite 4, Level 1, 58 The Boulevarde, Strathfield NSW 2135	
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	UNIT 16A/30-34 Churchill Avenue, STRATHFIELD NSW 2135 LOT 90 IN STRATA PLAN 18667 FOLIO: 90/SP18667	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 4): _____**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

<p>General</p> <p><input type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Waratah Strata Management T: 02 9114 9599
 PO BOX 125
 Eastwood NSW 2122

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason; or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 populate the *Electronic Workspace* with a nominated completion time.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will *not* apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FROGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 16A/30-34 Churchill Avenue, STRATHFIELD NSW 2135

**CERTIFICATE UNDER SECTION 66W
CONVEYANCING ACT 1919 (AS AMENDED)**

I,

Of

Solicitor certify as follows:

- (a) I am a Solicitor currently admitted to practice in New South Wales;
- (b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for Sale of property at

From

to

in order that there is NO cooling off period in relation to that Contract.

- (c) I do not act for the Vendors and I am not employed in the legal practice of the Solicitor acting for the Vendors nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchasers:
 - (i) The effect of the contract for the purchase of that property;
 - (ii) The nature of this certificate;
 - (iii) The effect of giving this certificate to the Vendors, that is, there is no cooling off period in relation to the Contract.

Dated:

.....

SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
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3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

PROVISIONS

30. PURCHASER'S ACKNOWLEDGEMENT

- 30.1 The purchaser acknowledges and agrees that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or sales or other brochures produced or statements or sales exhibition plans, pictures, models or other material displayed before the execution of this contract.
- 30.2 It is agreed by the purchaser that no reliance has been made upon any warranty or representation (verbal or otherwise) by the vendor or any person on behalf of the vendor except as expressly provided in this contract, that this contract constitutes the whole contract between the parties and that the purchaser has relied entirely on the purchaser's own enquires relating to, and inspection of the property, all improvements and any items of furnishings and chattels referred to on the front page of this contract and in relation to the use to which the property may be put.
- 30.3 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition and will not make any objection, requisition or claim for compensation. The purchaser will not delay completion nor rescind or terminate this contract in respect of or arising out of concerns to the state of repair or condition of the property or any latent or patent defect in quality in the property.
31. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendors at law or in equity and this clause not been included herein should the purchaser or any one of them prior to completion.
- i. die or become mentally ill, then the vendors may rescind this contract by notice in writing forwarded to the solicitor named as the purchaser's solicitor in this contract and this contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
 - ii. 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 the winding up of the purchaser presented or enter into any scheme or arrangements with their creditors pursuant to Corporations Law (as amended) or should any liquidator, receiver or official manager be appointed in respect of the purchaser, then the purchaser shall be deemed to be in default hereunder.

32. INTEREST FOR LATE COMPLETION

- 32.1 If completion of this contract takes place after the completion date, it is an essential condition of this contract that the purchaser pay to the vendor on completion, in addition to the other moneys payable under this contract the amount obtained by applying a simple interest formula of ten percent (10%)

per annum to the balance of the purchase price and calculated on a daily basis from and including the date upon which this contract is completed. No interest will be payable in respect of any period during which the vendor is in default under this contract.

- 32.2 In the event that the completion is delayed by the purchaser, it is an essential condition of this contract that the purchaser or purchaser's solicitor shall notify the vendor or vendor's solicitor of the date upon which this contract will be completed at least two working days prior to such completion date in order to allow the vendor time to prepare for the rescheduled completion.

33. AGENT

- 33.1 The purchaser warrants to the vendor that it has not been introduced to the property by any real estate agent except the vendor's agent named in this contract and the purchaser indemnifies the vendor against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending such claim. This condition shall not merge on completion.

34. FOREIGN PERSONS

- 34.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase.
- 34.2 In the event of there being a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as consequence thereof.

35. NOTICE TO COMPLETE

- 35.1 It is hereby agreed that the notice to complete provision referred to in clause 15 hereof shall be a fourteen (14) day notice to complete making time of the essence of this agreement and such time shall be deemed sufficient by both parties at law and in equity.
- 35.2 If the purchaser fails to complete this contract on or before the completion date otherwise then through the fault of the vendor then in addition to the payment of interest pursuant to clause 31 hereof the purchaser shall also pay the vendor the sum of Three Hundred and Thirty Dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre-estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion. The payment of such legal costs is an essential term of the contract.

The party giving the notice shall be entitled to withdraw it at any time and subsequently issue a further notice.

36. RELEASE OF DEPOSIT

36.1 The purchaser hereby agrees to release to the vendor the deposit money paid herein for the purchase of deposit on the purchaser of another property if required PROVIDED HOWEVER that such deposit moneys shall be payable only to:

- i. a solicitor's trust account;
- ii. a real estate agent's trust account.

The vendor's solicitor agrees to supply the purchaser's solicitor with particular of any release of deposit pursuant to this clause.

36.2 In addition to clause 36.1, the purchaser hereby agrees that should the vendor so require, the purchaser will release the deposit paid herein to the vendors on condition that such moneys are used by the vendor as the payment of stamp duty and deposit associated with such purchase. No further authority or consent will be required from the purchaser other than as contained in this special condition.

37. REDUCED DEPOSIT

The purchaser acknowledges that the vendor is normally entitled to require payment of a deposit equal to 10% of the price on the date of this contract. The purchaser also acknowledges that the vendor has accepted such reduced deposit of the price as a deposit on the condition that, if the purchaser defaults in the observance or performance of any of the purchaser's obligations under this contract, the purchaser must pay to the vendor an additional amount equal to the remaining deposit of the price immediately upon demand by the vendor. If the purchaser fails to pay the additional amount on demand by the vendor, the vendor may recover the additional amount from the purchaser as a debt.

38. AMENDMENTS TO STANDARD CLAUSES OF THE CONTRACT

The standard clauses of this contract are herein deemed to be amended as follows;

38.1 Clause 7.1.1 – the words “excess 5% of the price” is replaced by “exceeds 0.5% of the price”.

38.2 Clause 8.1 – delete the words ‘on reasonable grounds’

38.3 Clause 14.2 - the addition of the following sentence after the word ‘completion’:

“The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment....”

and;

- 38.4 Clause 14.4
 - i. inserting 'and' at the end of clause 14.4.1;
 - ii. deleting 'and' from the end of clause 14.4.2.
- 38.5 Clause 16.5 is amended by deleting "plus another 20% of that fee".
- 38.6 Clause 16.8 - the words "...\$10 for each extra cheque" is replaced by "...\$ 6.50 for each extra cheque".
- 38.7 Clause 23.13 is deleted. The Vendor authorises the Purchaser to apply for section 184 certificate on the Vendor's behalf.

39. RECISSION PURSUANT TO SECTION 66U OF THE CONVEYANCING ACT 1919

- 39.1 If the purchaser serves a notice of rescission as provided for in Section 66U of the Conveyancing Act 1919 the deposit holder is authorised and directed to disburse and pay the deposit as follows;
 - a. to the vendor - the amount forfeiting under Section 66V of that Act (0.25% of the purchase price); and
 - b. to the purchaser - the balance of the deposit.

40. CONSUMER CREDIT

- 40.1 The purchaser warrants that:
 - 40.1.1 The purchaser does not require finance to purchase this property; OR
 - 40.1.2 The purchaser has obtained approval for finance to purchase this property,

AND

The purchaser acknowledges that as a result of making this disclosure on the above clause 43.2 or clause 43.3, the purchaser cannot terminate this contract pursuant to Section 124 (1) of the Consumer Credit (NSW) Act, 1995. This clause shall not merge on completion.

41. PARTICULARS OF TITLE

- 41.1 Notwithstanding any provision herein to the contrary the purchasers shall not be entitled to request particulars of the vendor's title. The purchaser agrees that sufficient particulars of the vendor's title are disclosed in the contract.
- 41.2 The vendor does not warrant the accuracy or completeness of any annexure or copy documents attached to this contract and the purchaser shall not be entitled to make any requisition, objection or claim for compensation nor delay completion nor rescind or terminate this contract in respect of or arising out of any of the following:
 - a. Any encroachments by or upon the property, common property or the site;

- b. The position and installation of any building, fences, structures, improvement, drains, pipes, or electrical cables (if any);
- c. Any non-compliance with the Local Government Act No. 30 of 1993, the Environmental Planning and Assessment Act 1979 or of any Ordinance or Regulation made thereunder by any improvements erected on the property;
- d. Any other matter disclosed by and/or described in the copy documents annexed hereto

41.3 Notwithstanding anything to the contrary herein contained, the parties expressly agree that any claim for compensation whether under clause 41.2 or otherwise shall be deemed to be an objection or requisition for the purpose of clause 8 hereof.

42. GUARANTOR (WHERE PURCHASER IS A COMPANY)

42.1 In consideration of the vendor entering into this agreement for the sale of the property to the purchaser at the request of the guarantor:

- a. The guarantee guarantees to the vendor the due payment of all moneys payable under this agreement and the due performance and observance by the purchaser of all the covenants and conditions contained in this agreement and on the part of the purchaser to be performed and observed.
- b. The guarantor further guarantees that if the purchaser defaults in any such payment or in the performance of such obligation the guarantor will pay such moneys to the vendor immediately on demand and will pay to the vendor all such damages as the vendor suffers arising from such default.
- c. It is agreed that the liability of the guarantor will not be affected by the granting of time or other indulgence or concessions to the purchaser or to the guarantor or either of them or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the vendor against the purchaser or against the guarantor or either of them or by any neglect or omission to enforce such rights.
- d. This guarantee is a continuing guarantee and is to remain in force and effect until the payment of all moneys and due performance and observance by the purchaser of all the covenants and conditions on its part to be performed and observed in accordance with the terms of this agreement.

43. ~~PAYMENT OF DEPOSIT BY BOND~~

~~43.1 Instead of paying the deposit under clause 2.1, the purchaser may secure payment of the deposit by delivering a deposit guarantee bond or bank~~

~~guarantee ("Bond") in a form acceptable to the vendor, to the vendor on or before the date of this contract and in that case clauses 43.2, 43.3, 43.4 and 43.5 shall apply.~~

- 43.2 On completion the purchaser must pay to the vendor by unendorsed bank cheque the amount of deposit.
- 43.3 If the vendor gives the purchaser notice in writing claiming forfeit of the deposit under this contract, then the purchaser must pay to the vendor within four clear business days of receiving that notice the amount of the deposit.
- 43.4 If the purchaser does not comply with clause 43.2 or clause 43.3:
- (a) the purchaser is immediately, without notice, in breach of an essential obligation under this contract; and
 - (b) the vendor may demand payment from the issuer of the Bond of the lesser of the amount stipulated in the Bond; and
 - (i) the amount payable by the purchaser under clause 43.2 if the purchase has not complied with clause 43.2; or
 - (ii) the amount payable by the purchaser under clause 43.3 if the purchaser has not complied with clause 43.3.
- 43.5 If the such Bond has an expiry date which occurs before the completion date, the purchaser must at least 21 days before that expiry date replace the Bond with either bank cheque in favour of the vendor's agent or vendor's solicitor for the deposit or a replacement Deposit Bond which has an expiry date ~~occurring after the completion date.~~
44. The vendor shall be entitled to demand completion notwithstanding that there are on the title mortgages, caveats and/or writs BUT the vendor must on completion deliver to the purchaser in registrable form any discharges of mortgages or withdrawal of caveats or writs.
45. The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.
46. **GOODS & SERVICES TAX (GST)**
- 46.1 Notwithstanding anything to the contrary herein contained or implied it is acknowledged by the parties that the consideration payable hereunder is expressed to be exclusive of any GST. The vendor and purchaser acknowledge that the sale price specified in this agreement has been calculated exclusive of any tax payable pursuant to the legislation referred to herein.
- 46.2 On completion of this contract the purchaser shall pay to the vendor any tax (and any penalty tax or interest) payable by the vendor with respect to the sale of the property pursuant to A New Tax System (Goods and Services Tax) Act

1999 or any associate legislation or regulations upon completion of this contract and this is an essential term of this contract.

47. NO WARRANTIES RE SWIMMING POOL

- 47.1 The vendor does not warrant that the swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed under that Act or any other Act or Regulations prescribed relating to swimming pools all of which are referred to as the 'Swimming Pool Legislation'.
- 47.2 The purchaser shall not be entitled to make any objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provision of the Swimming Pool Legislation.
- 47.3 Clause 11.1 of the contract is amended to the extent that it is the purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to the date hereof.



FOLIO: 90/SP18667

SEARCH DATE	TIME	EDITION NO	DATE
12/6/2025	1:54 PM	2	13/5/2019

LAND

LOT 90 IN STRATA PLAN 18667
AT STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

AMEN SIN

(T AP246916)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP18667
- 2 AP246917 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

AMEN SIN...

PRINTED ON 12/6/2025



FOLIO: CP/SP18667

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/6/2025	1:29 PM	14	26/6/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 18667
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP18667

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 18667
ADDRESS FOR SERVICE OF DOCUMENTS:
WARATAH STRATA MANAGEMENT PTY LTD
PO BOX 125
EASTWOOD NSW 2122

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 K673672 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 4 DP623899 RIGHT OF CARRIAGEWAY VAR. WIDTH AFFECTING THE PART
OF THE LAND SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 V259367 CHANGE OF BY-LAWS
- 6 V405864 CHANGE OF BY-LAWS
- 7 W129412 CHANGE OF BY-LAWS
- 8 Y352865 CHANGE OF BY-LAWS
- 9 Y767081 CHANGE OF BY-LAWS
- 10 E923926 CHANGE OF BY-LAWS
- 11 I788633 CHANGE OF BY-LAWS
- 12 7095202 CHANGE OF BY-LAWS
- 13 INITIAL PERIOD EXPIRED
- 14 AI427363 CHANGE OF BY-LAWS
- 15 AK886511 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10736)

END OF PAGE 1 - CONTINUED OVER

AMEN SIN...

PRINTED ON 15/6/2025

FOLIO: CP/SP18667

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10736) (CONTINUED)

STRATA PLAN 18667

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 87	2	- 79	3	- 77	4	- 86
5	- 67	6	- 79	7	- 65	8	- 80
9	- 69	10	- 86	11	- 74	12	- 75
13	- 85	14	- 68	15	- 80	16	- 66
17	- 68	18	- 81	19	- 72	20	- 87
21	- 75	22	- 74	23	- 86	24	- 69
25	- 81	26	- 67	27	- 69	28	- 82
29	- 71	30	- 88	31	- 76	32	- 75
33	- 87	34	- 70	35	- 82	36	- 68
37	- 70	38	- 83	39	- 72	40	- 89
41	- 77	42	- 76	43	- 88	44	- 71
45	- 83	46	- 69	47	- 71	48	- 84
49	- 75	50	- 90	51	- 78	52	- 77
53	- 89	54	- 72	55	- 84	56	- 70
57	- 72	58	- 87	59	- 74	60	- 94
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65	- 86	66	- 72	67	- 74	68	- 87
69	- 78	70	- 94	71	- 82	72	- 81
73	- 95	74	- 76	75	- 88	76	- 74
77	- 76	78	- 89	79	- 78	80	- 96
81	- 84	82	- 83	83	- 95	84	- 78
85	- 90	86	- 76	87	- 76	88	- 91
89	- 82	90	- 98	91	- 86	92	- 87
93	- 97	94	- 80	95	- 92	96	- 78
97	- 80	98	- 93	99	- 82	100	- 104
101	- 88	102	- 87	103	- 99	104	- 82
105	- 94	106	- 80	107	- 82	108	- 95
109	- 84	110	- 102	111	- 90	112	- 89
113	- 101	114	- 84	115	- 96	116	- 82
117	- 84	118	- 97	119	- 86	120	- 107
121	- 95	122	- 92	123	- 108	124	- 87
125	- 101	126	- 85	127	- 87	128	- 100
129	- 89	130	- 27				

STRATA PLAN 36502

LOT ENT
131 - 10

STRATA PLAN 95667

LOT ENT
132 - 12

END OF PAGE 2 - CONTINUED OVER

AMEN SIN...

PRINTED ON 15/6/2025

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP18667

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

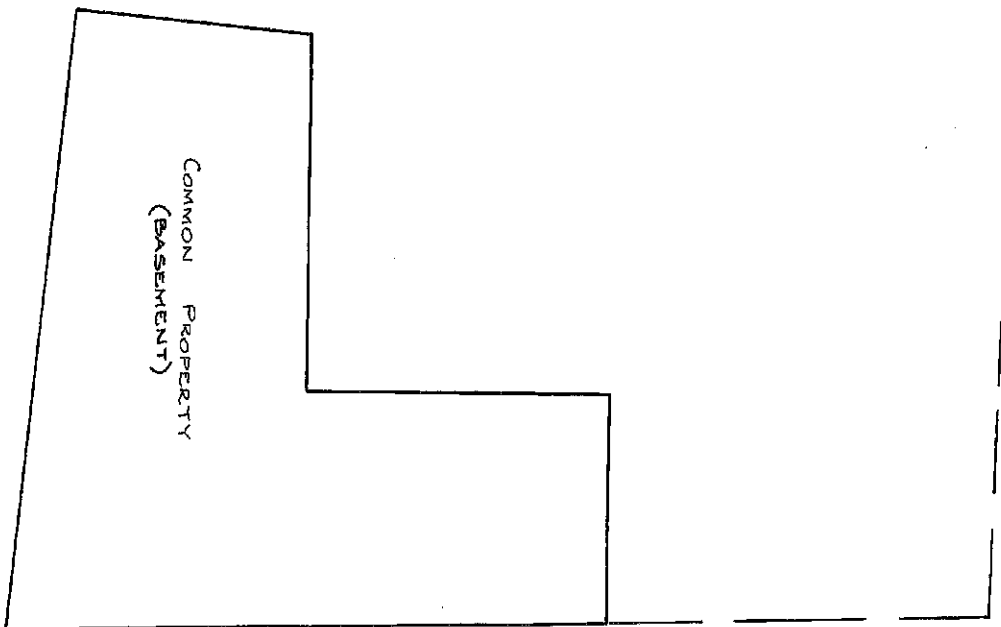
AMEN SIN...

PRINTED ON 15/6/2025

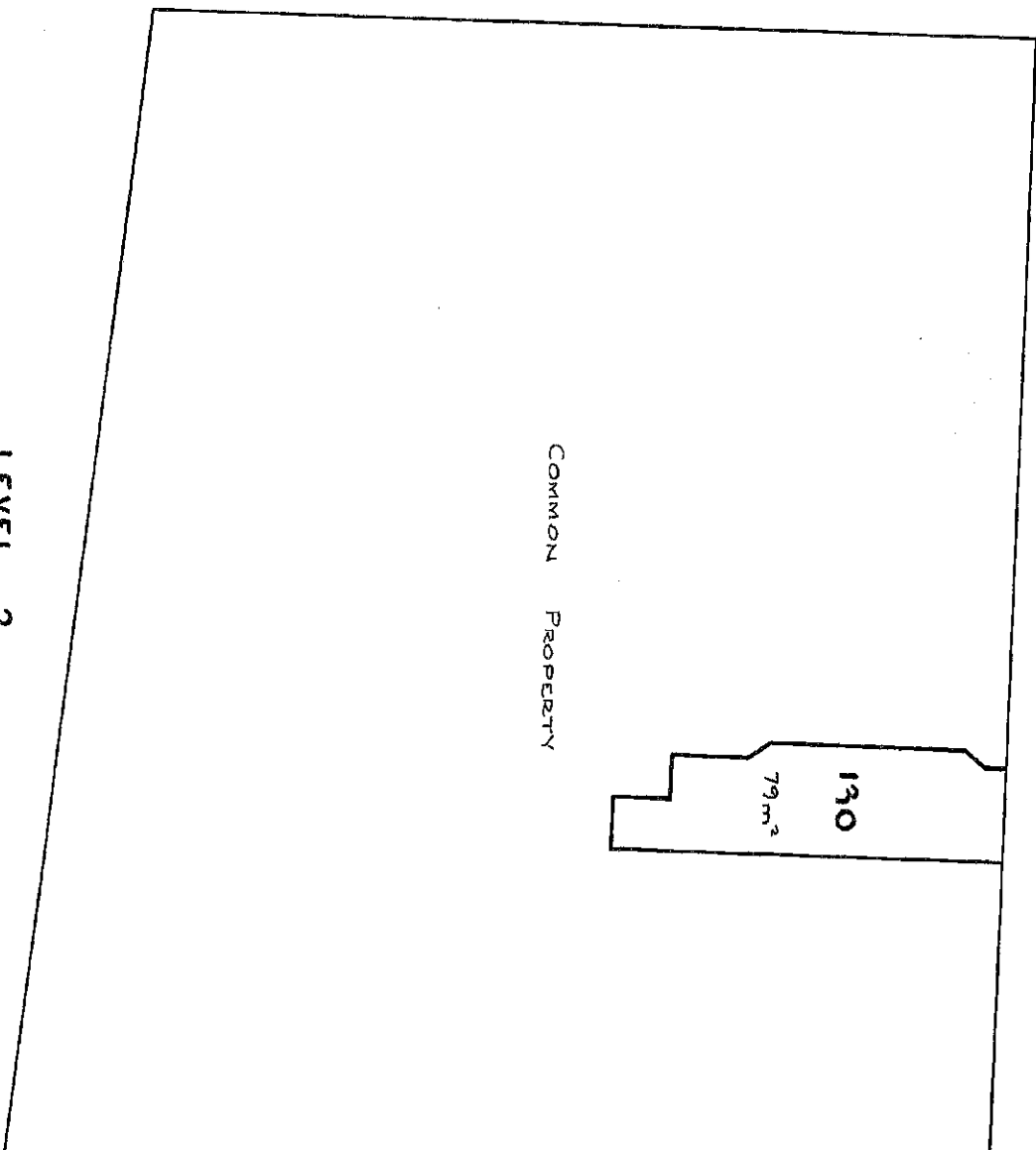
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

STRATA PLAN 18667

M.M.



LEVEL 1



LEVEL 2

Reduction Ratio 1:250

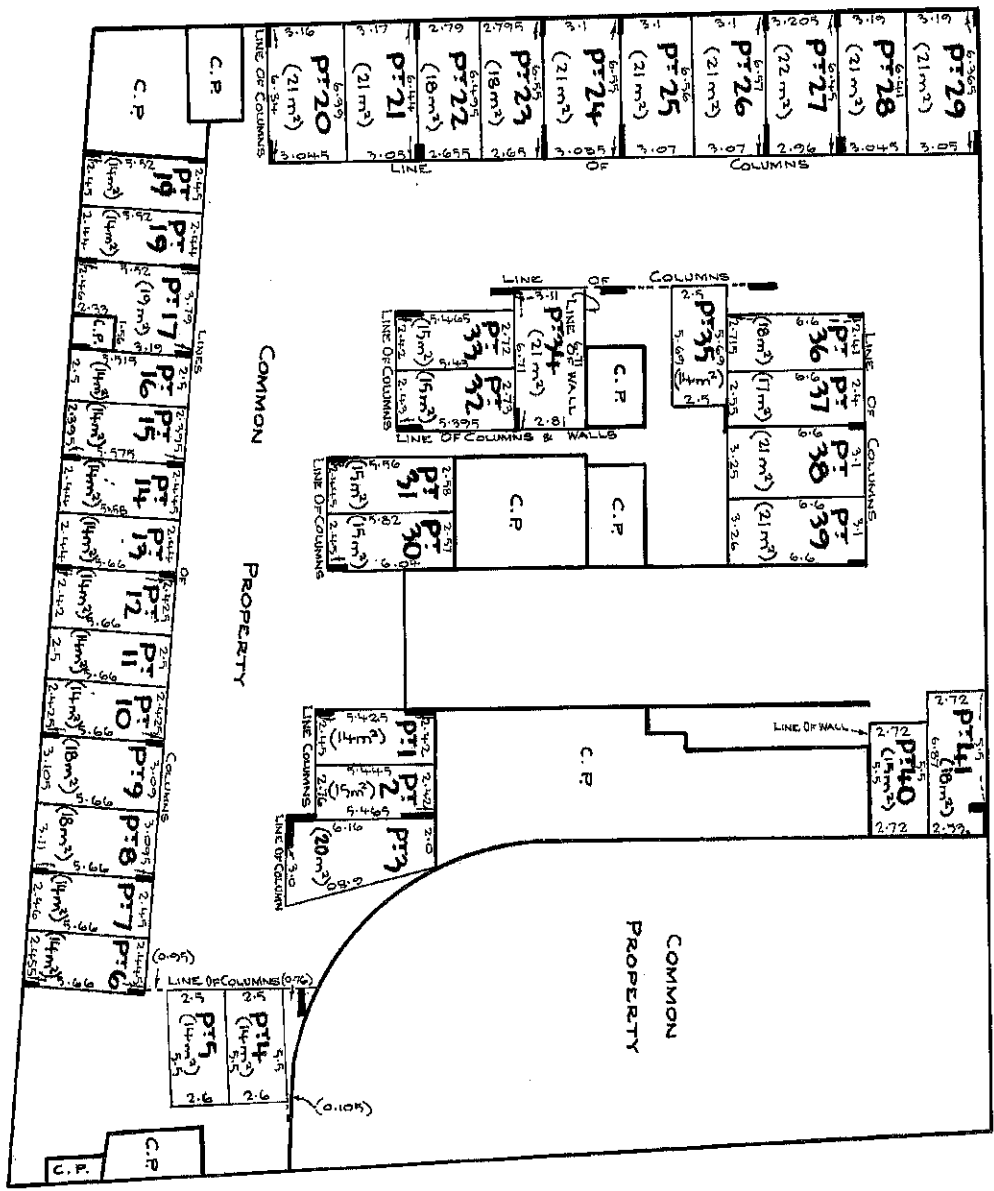
Lengths are in metres



Registered Surveyor

Council Clerk

STRATA PLAN 18667



NOTES:—

1. C.P. DENOTES COMMON PROPERTY.
2. AREAS ARE APPROXIMATE.
3. — DENOTES BOUNDARY ON LINE OF COLUMN CENTRE.

Reduction Ratio 1: 250

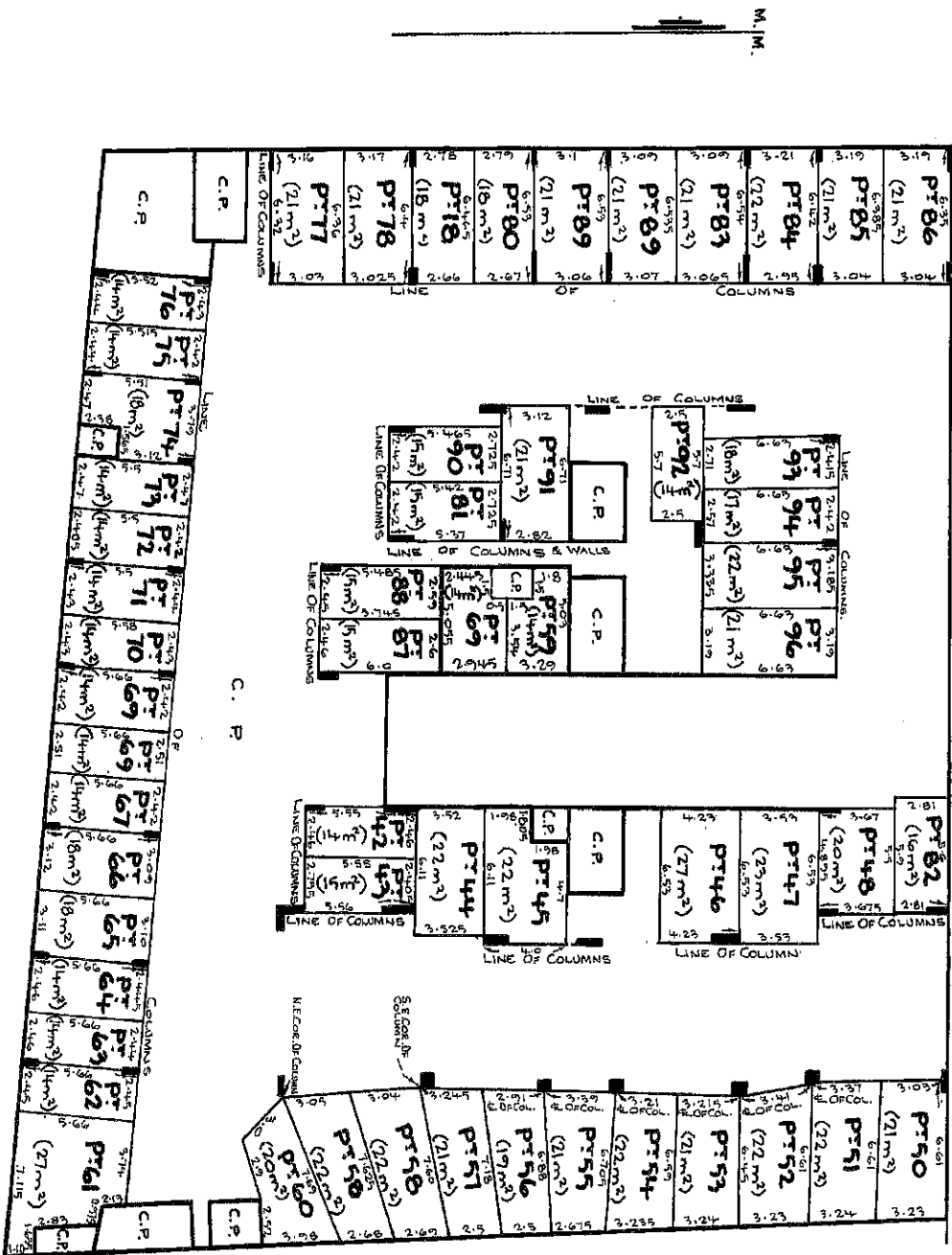
Lengths are in metres



Registered Surveyor

Council Clerk

STRATA PLAN 18667



LEVEL 4

NOTES:—

1. C.P. DENOTES COMMON PROPERTY.
2. AREAS ARE APPROXIMATE.
3. ——— DENOTES BOUNDARY ON LINE OF COLUMN CENTRE.

Reduction Ratio 1: 250

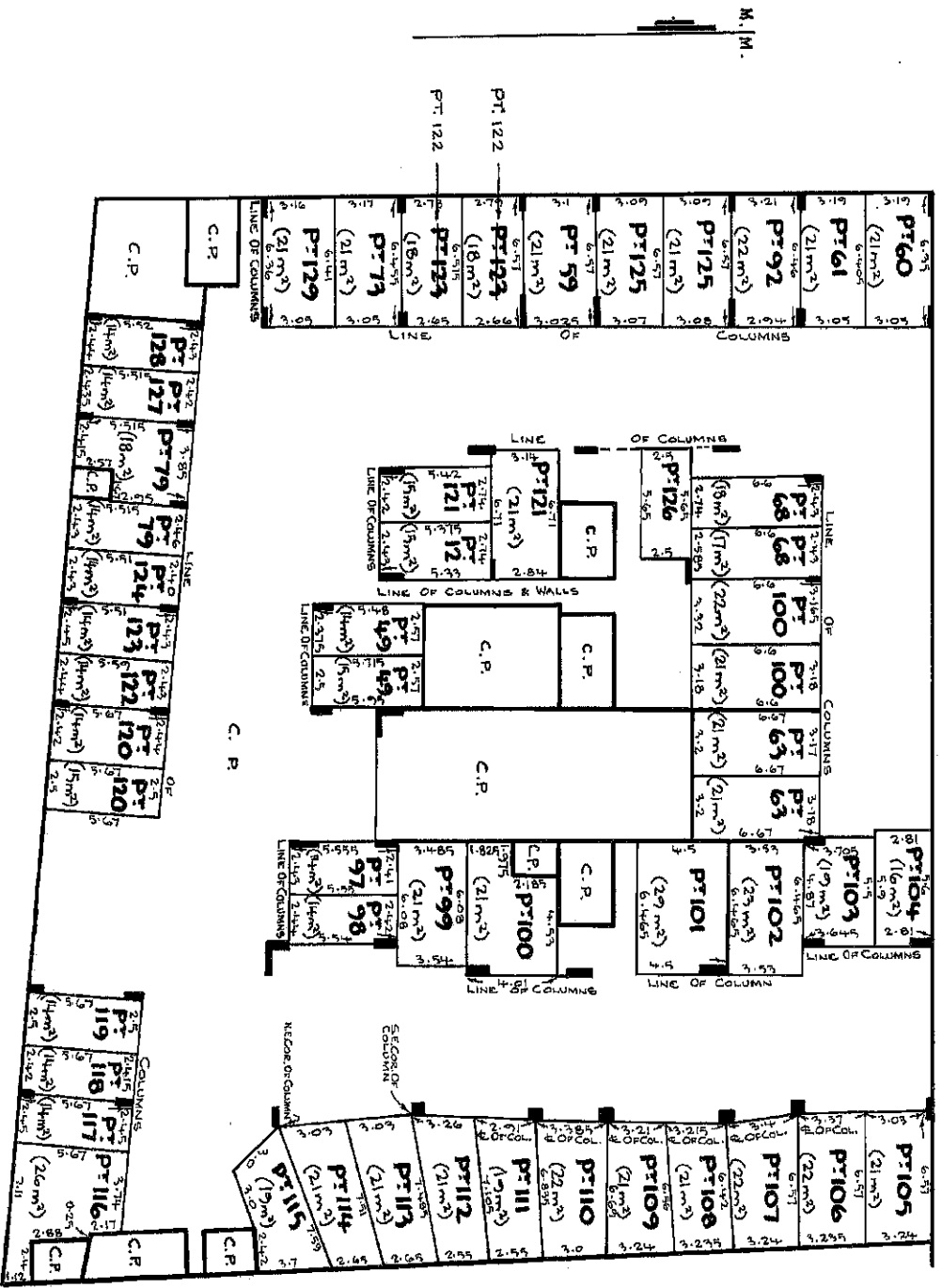
Lengths are in metres



Registered Surveyor

Council Clerk

STRATA PLAN 18667



LEVEL 5

NOTES:—

- 1. C.P. DENOTES COMMON PROPERTY.
- 2. AREAS ARE APPROXIMATE.
- 3. — DENOTES BOUNDARY ON LINE OF COLUMN CENTRE.

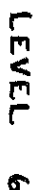
Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Council Clerk





- LEVEL 7



Lengths are in metres

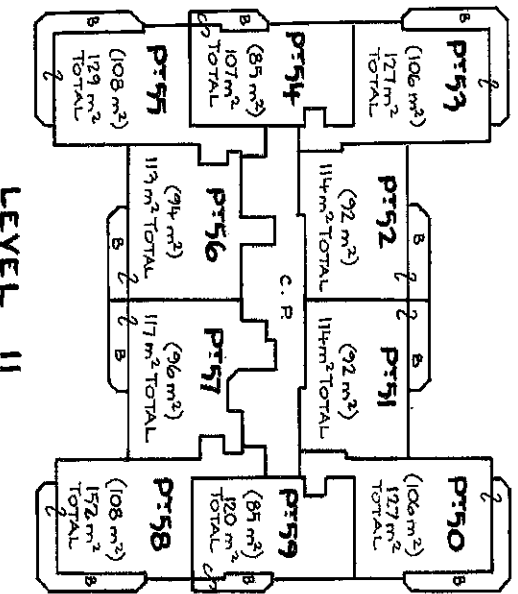
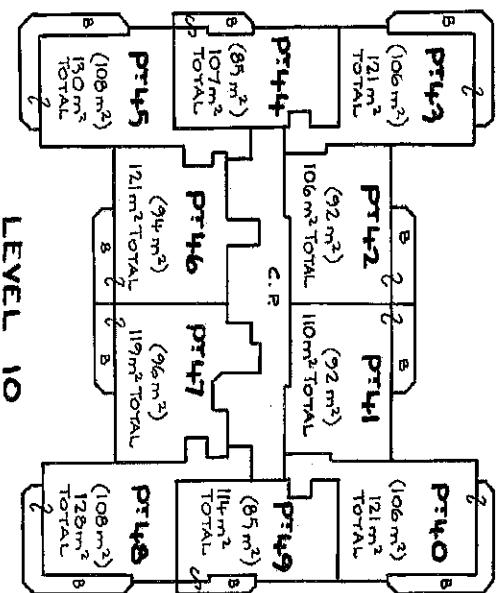
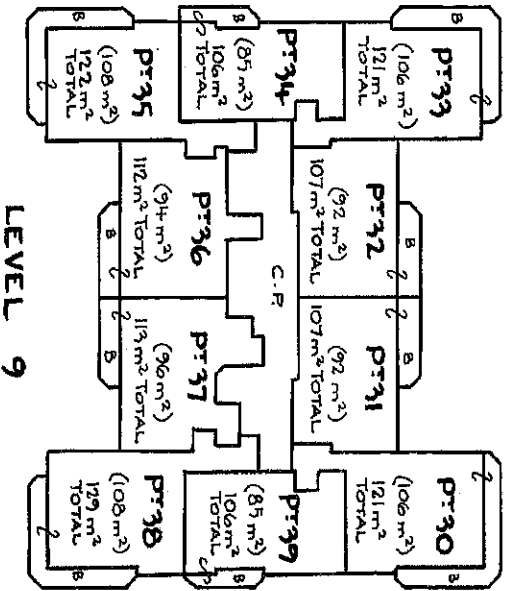
Council Clerk

Office of the Registrar-General /Src:TRISearch /Ref:AMEN SIN 2'6'18474 SIN

79A10 / 82



STRATA PLAN 18667



NOTES:—

1. B. DENOTES BALCONY.
2. C.R. DENOTES COMMON PROPERTY.
3. AREAS INCLUDE BALCONIES & ARE APPROXIMATE.
4. BALCONIES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

Reduction Ratio 1: 400

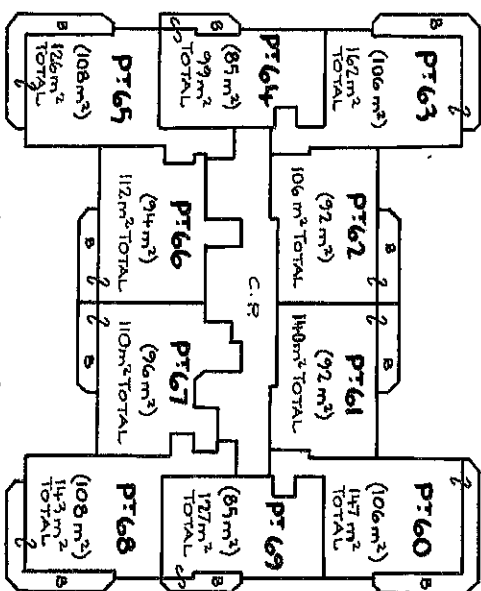
Lengths are in metres



Registered Surveyor

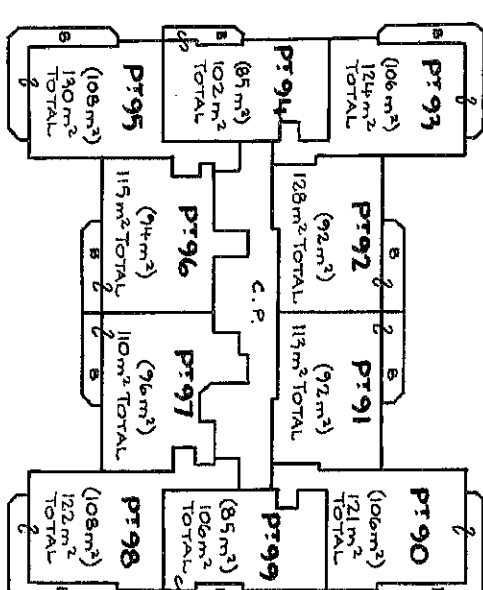
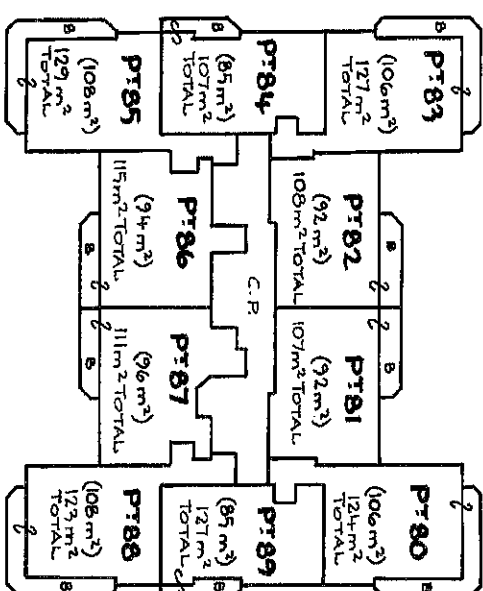
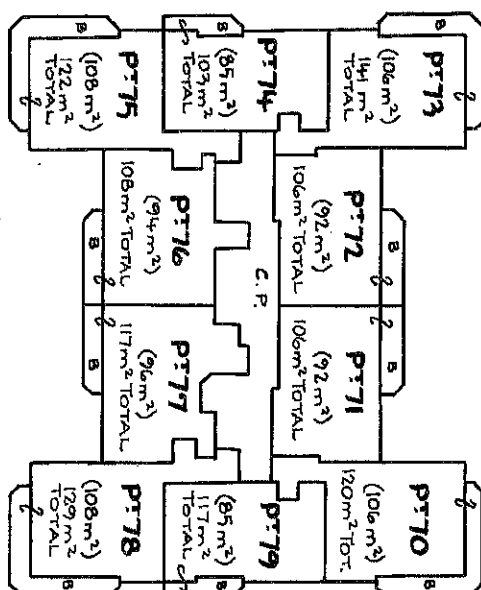
Council Clerk

STRATA PLAN 18667



NOTES:—

1. B. DENOTES BALCONY.
2. C.P. DENOTES COMMON PROPERTY.
3. AREAS INCLUDE BALCONIES & ARE APPROXIMATE.
4. BALCONIES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.
5. THERE IS NO LEVEL 13.



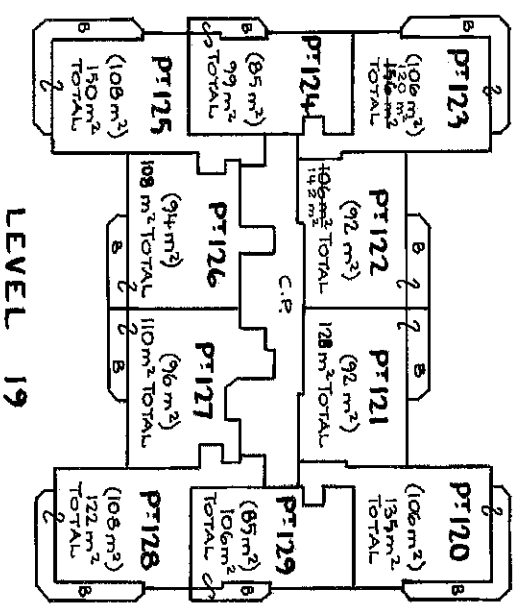
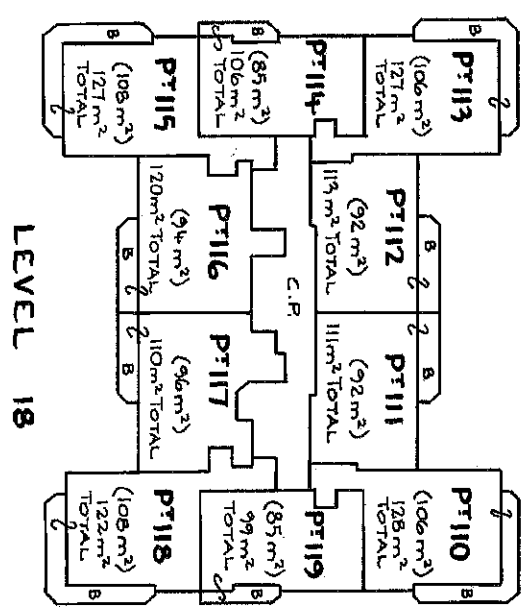
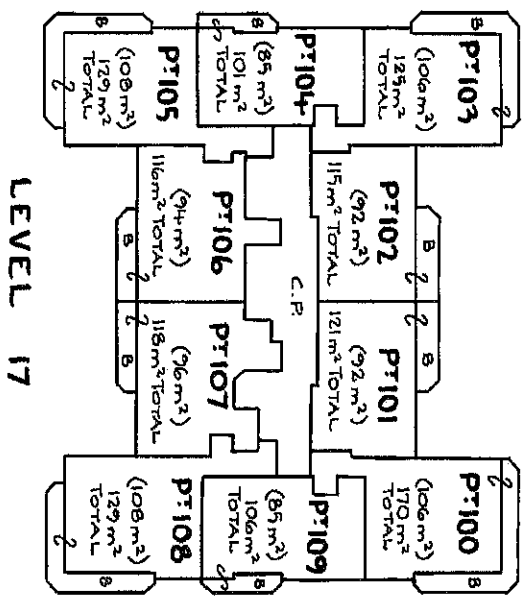
Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor

Council Clerk

STRATA PLAN 18667



NOTES:—

1. B. DENOTES BALCONY.
2. C.P. DENOTES COMMON PROPERTY.
3. AREAS INCLUDE BALCONIES & ARE APPROXIMATE.
4. BALCONIES WHERE UNCOVERED ARE LIMITED IN STRATUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.

Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor
Council Clerk



STRATA PLAN 18667

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	87	27	69	53	89	79	78	105	94
2	79	28	82	54	72	80	96	106	80
3	77	29	71	55	84	81	84	107	82
4	86	30	88	56	70	82	83	108	95
5	67	31	76	57	72	83	95	109	84
6	79	32	75	58	87	84	78	110	102
7	65	33	87	59	74	85	90	111	90
8	80	34	70	60	94	86	76	112	89
9	69	35	82	61	82	87	76	113	101
10	86	36	68	62	79	88	91	114	84
11	74	37	70	63	95	89	82	115	96
12	75	38	83	64	74	90	98	116	82
13	85	39	72	65	86	91	86	117	84
14	68	40	89	66	72	92	87	118	97
15	80	41	77	67	74	93	97	119	86
16	66	42	76	68	87	94	80	120	107
17	68	43	88	69	78	95	72	121	95
18	81	44	71	70	94	96	78	122	92
19	72	45	83	71	82	97	80	123	108
20	87	46	69	72	81	98	93	124	87
21	75	47	71	73	95	99	82	125	101
22	74	48	84	74	76	100	104	126	85
23	86	49	75	75	88	101	88	127	87
24	69	50	90	76	74	102	87	128	100
25	81	51	78	77	76	103	99	129	89
26	67	52	77	78	89	104	82	130	27
						Acq.		107114	

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Council Clerk

Page	£	s.	d.
Lodgment	2	1	
Endorsement	2	1	
Certificate	1	2	



15-673672-R.P. 13A. ¹⁰ Nc

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

1. ALICE MARY ISHERWOOD of Sydney in the State of New South Wales, Widow

a. If a line outside, strike out "in
for example" and insert the
required alteration.

(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 THOUSAND DOLLARS
(\$1,000.00) (the receipt whereof is hereby acknowledged) paid to me by

THE COMMISSIONER FOR MAIN ROADS a body corporate constituted by the Transport (Division of Functions) Act 1932-1960

do hereby transfer to

2. Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE COMMISSIONER FOR MAIN ROADS

.....(herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred and "and being Lot sec 13 A," or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.

ALL such my 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	CONCORD	PART	1783	135	Being Lots 13 and 14 in Deposited Plan No. 229063

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1910, should accompany the transfer.

6/17/72 JES 339 072 d'G Paul Prings

~~And the Transferor covenants with the transferee~~

AND the Transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commission") and with the Council of the Municipality of Strathfield and so as to bind and burden the residue of the land in Certificate of Title Volume 1783 Folio 135 (hereinafter called "the servient tenement") that the Transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, after having been proclaimed a Motorway under Part VA of the Main Roads Act, 1924 as amended thereafter ceases to be such a Motorway.

§ Strike out if unnecessary, or suitably adjust,

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and Conditions (if any) contained in the original Crown Grant. ^{K 1165-2}

Covenant contained in Transfer No. 457867.

* A very short note will suffice.

If the Transferee or Transferees 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.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witnesses should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 106 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are residents:-

(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 Residence, 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, Government Resident, or Chief Secretary of such 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, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent) who should affix his seal of office, or the attesting witness may make a declaration before one of such persons (who should sign and affix his seal to such declaration), or such 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.

Signed at Sydney
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]
[Signature]
[Signature]

the eleventh day of May 1967

A.M. Schoerwood
Transferor.*

Signed in my presence ^{for} by the transferee

WHO IS PERSONALLY KNOWN TO ME

[Signature]
[Signature]

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

[Signature]
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. 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 the

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 falsely or negligently certifying liable to a penalty of £50, 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 anyone. The words enclosed 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 noticed in the attestation.

RP46
779

152



V259367

...ANGE OF BY-LAWS

SECTIONS 58 (3), 58 (11), OR CLAUSE 15 OF
SCHEDULE 4, STRATA TITLES ACT, 1973

REAL PROPERTY ACT, 1909

(See Instructions for Completion on back of form)

CB

\$ 300

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (a)

Torrens Title Reference

VOL 14784 FOL 79

NUMBER OF
STRATA PLAN
Note (b)
Note (c)
Note (d)

THE PROPRIETORS—STRATA PLAN No.18667..... the registered proprietor of the common property comprised in the Certificate of Title above

referred to, certifies that, by a resolution duly passed on ...8TH MAY 1984..... in accordance with the provisions of58 (2).....

of the Strata Titles Act, 1973, it charged the by-laws as follows:

Note (e)

REPEALED BY-LAW No.

INSERTED/ADDED BY-LAW No. ...28...29...30...31...32... as fully set out below,

OFFICE USE ONLY

ON CB

By-law 28

That for the purposes of these by-laws the definition of children will specifically include all children between the ages of 0 to 15 inclusive.

By-law 29

That a proprietor and/or occupier of a lot will not permit children under his care and control nor those of a visitor to that lot to enter or remain upon the areas delineated hereunder without adult supervision:

1. Saunas
2. Spa
3. Swimming Pools
4. Roof
5. Level 6 Recreation Areas
6. Fire Stairs

By-law 30

That proprietors and/or occupiers may move furniture through the common property during the hours of 9.00am and 3.30pm inclusive Monday to Friday. All such removals are to be notified to the Body Corporate at least three days in advance to ensure adequate supervision. Removals at other times are not permitted except with the written approval of the Body Corporate.

By-law 31 - Annexure A

The common seal of The Proprietors—Strata Plan No.18667.....

was hereunto affixed on ...6th June, 1984..... in the presence of

(BLOCK LETTERS)

being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

TO BE COMPLETED
BY LODGING PARTY
Notes (g)
and (h)

C# 30

OFFICE USE ONLY

547

R07

LODGED BY		LOCATION OF DOCUMENTS	
Barass Strata Management Pty Ltd 114 New South Head Road EDGECLIFF 2027		CT <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
Delivery Box Number 40		Herewith In R.G.O. with Produced by	
Extra Fee	Checked by A STS1	CT	CP
REGISTERED 27 - 8 - 1984			
Registrar General			



Annexure A

By-law 31

That the lighting of barbecues upon a lot or the common property by a proprietor or occupier of a lot is not permitted at any time.

By-law 32

That a proprietor and/or occupier of a lot being used for commercial purposes shall advise the Body Corporate in writing, by registered mail, of any changes in the usage of the said lot prior to such change being effected. In the event of non-notification by the said proprietor and/or occupier he shall then be responsible for losses suffered by the Body Corporate and/or any proprietor due to non-notification to the Body Corporate's insurance company.

The common seal of The Proprietors of Strata Plan 18667
was hereunto affixed on
in the presence of

being the person(s) authorised by section 55 of the
Strata Titles Act, 1973, to attest the affixing of
the seal.



1977



OCT 1984 15



RANGE OF BY-LAWS

SECTION 58 (7), STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

CB

A	1	of	1	-
\$			30	

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (a)

Torrens Title Reference

Vol 14784 Fol 79

NUMBER OF
STRATA PLAN
Note (b)

THE PROPRIETORS—STRATA PLAN No. 18667 the registered proprietor of the common property comprised in the Certificate of Title above

referred to, certifies that, by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1973, on 12th September, 1984

Note (c)

after the expiration of the initial period, it changed the by-laws as follows:

Note (d)

REPEALED BY-LAW No.

INSERTED/ADDED BY-LAW No. 33

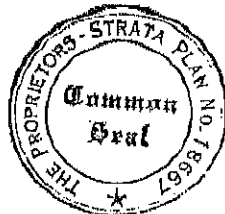
as fully set out below.

OFFICE USE ONLY

ONCB

Note (e)

That the Council of the Body Corporate allocate in an equitable manner, space in the common property storerooms for the use of proprietors and/or occupiers and that the key(s) for such storerooms be held by a person authorised by the Council.



The common seal of The Proprietors—Strata Plan No. 18667

was hereunto affixed on 19th October, 1984, in the presence of
A. Davies, R. Lithgow, D. Keirs, J. Brandalise
(BLOCK LETTERS)

being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

A. Davies
J. Brandalise
R. Lithgow
D. Keirs

TO BE COMPLETED
BY LODGING PARTY
Notes (f)
and (g)

555

LODGED BY		LOCATION OF DOCUMENTS	
The Proprietors of Strata Plan 18667 c/- Barass Strata Management Pty Ltd 114 New South Head Road Edgecliff 2027		CT	OTHER
Delivery Box Number		Herewith.	
Extra Fee	Checked by <i>EAG</i>	In R.G.O. with	
	REGISTERED 31-10-1984	Produced by	
	Registrar General	CT LP	

OFFICE USE ONLY

RD21

RP46
1983

W123412

CHANGE OF BY-LAWSSECTIONS 58 (2), 58 (1), OR CLAUSE 15 OF
SCHEDULE 4, STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

CB

A	1	1
\$	33	

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (a)

Torrens Title Reference

Volume 14784 Folio 79

NUMBER OF
STRATA PLAN
Note (b)
Note (c)
Note (d)

THE PROPRIETORS—STRATA PLAN No.18667....., the registered proprietor of the common property comprised in the Certificate of Title above referred to, certifies that, by a resolution duly passed on 18th September, 1985 in accordance with the provisions of Section 58 Part 2 of the Strata Titles Act, 1973, it changed the by-laws as follows:

Note (e)

REPEALED BY-LAW No.21.....

INSERTED/ADDED BY-LAW No.21.....

as fully set out below,

OFFICE USE ONLY

ON CB

Note (f)

That a proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or any other article on any part of the lot visible from outside the lot or common property.

The common seal of The Proprietors—Strata Plan No.18667.....
was hereto affixed on 14.12.85 in the presence of
A. Davis R. HUGHES
(BLOCK LETTERS)

being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

TO BE COMPLETED
BY LODGING PARTY
Notes (g)
and (h)

721

OFFICE USE ONLY

LODGED BY			LOCATION OF DOCUMENTS		
BARASS STRATA MANAGEMENT PTY. LTD. 16-32 MCILACHLAN AVENUE RUSHCUTTERS BAY 2011			CT	OTHER	
Delivery Box Number			HereWith		
Checked	Passed	REGISTERED 22-1-10 86 Registrar General	In N.G.P. with		
Signed	Extra Fee		Produced by		
			Secondary		
		Directions			
		Delivery	CT	L.P.	
		Directions			

RP46



Y352865

CHANGE OF BY-LAWS

SECTIONS 58 (2), 58 (1), OR CLAUSE 15 OF
SCHEDULE 4, STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

CB

CA	1 of 1	
\$	42	

R11

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (a)

Torrens Title Reference

Volume 14784 Folio 79
NOW BEING 27/5/1967

NUMBER OF
STRATA PLAN
Note (b)
Note (c)
Note (d)

THE PROPRIETORS—STRATA PLAN No. 18667..... the registered proprietor of the common property comprised in the Certificate of Title above
referred to, certifies that, by a resolution duly passed on 23rd September, 1987 in accordance with the provisions of SECTION 58 (2)....
of the Strata Titles Act, 1973, & changed the by-laws as follows:

Note (a)

REPEALED BY-LAW No. ADDITION.....
INSERTED/ADDED BY-LAW No. 34, 35..... as fully set out below.

OFFICE USE ONLY

ON CB

Note (f)

BY-LAW NO.34

That proprietors and/or occupiers shall be responsible for the behaviour of their guests and invitees when upon the subject lot or the common ~~XXXXXXXXXX~~ property and for their due observance of the by laws from time to time.

BY-LAW NO.35

That proprietors and/or occupiers shall not wheel nor & carry bicycles within foyers, lobbies or lifts at any time.

The common seal of The Proprietors—Strata Plan No. 18667.....
was hereunto affixed on 5 April 1989..... in the presence of
N. DAVIES & MR. BRANDELL.....
(BLOCK LETTERS)

being the person(s) authorised by section 35 of the Strata Titles Act, 1973, to attest the affixing of the seal.

W. Davis
B. Brandell



TO BE COMPLETED
BY LODGING PARTY
Notes (g)
and (h)

LODGED BY BARASS MACARTHUR UNIT ADMINISTRATION
tion HXX. HXX PTY.LTD.
~~XXXXXXXXXX~~ 335/27 PARK ST, SYDNEY 2000

Delivery Box Number DX 1449. Sydney

LOCATION OF DOCUMENTS

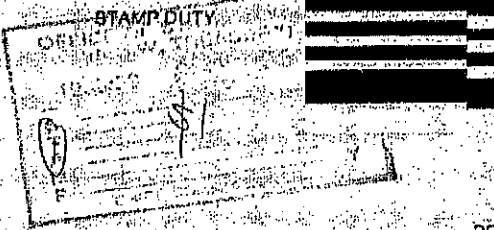
CT	OTHER	
✓		Herewith. ✓
		In L.T.O. with
		Produced by
Secondary Directions		
Delivery Directions	CT 49	Barass Macarthur DX 1449 SYDNEY

OFFICE USE ONLY

Checked EAB	Passed	REGISTERED - 18
Signed	Extra Fee	18 MAY 1989

\$42
A

RP-13



B



Y0672

TRANSFER

REAL PROPERTY ACT, 1900

T

201/02	R12
\$ 114	

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference
Folio Identifier 1/SP15096

If Part Only; Delete Whole and Give Details

WHOLE

Location

LO. Brighton-Le-Sands

TRANSFEROR
Note (b)

TRINITY PROPERTIES LIMITED

ESTATE
Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 157,000-00
and transfers an estate in fee simple
in the land above described to the TRANSFEREE

TRANSFEREE
Note (d)

NICK MARKANTONATOS of 52 Princess Street, Brighton-Le-Sands, and, CHRISTINA MARKANTONATOS
of the same address, his wife.

OFFICE USE ONLY

TENANCY
Note (e)

as joint tenants/tenants in common

PRIOR
ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES: 1. NIL

DATE

13/12/88

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (g)

Signed in my presence by the transferor who is personally known to me

THE COMMON SEAL OF TRINITY PROPERTIES LIMITED

Signature of Witness

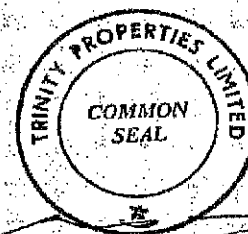
was hereunto affixed in the presence of:-

Name of Witness (BLOCK LETTERS)

Stacy N. Mole

Address and occupation of Witness

Secretary



Director

Signature of Transferor

Note (g)

Signed in my presence by the transferee who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for
H. DANALIS

XXXXXXXXXX of Transferee

TO BE COMPLETED
BY LODGING PARTY
Notes (h)
and (i)

LODGED BY

REGISTRAR SERVICES
11A, CONTEGOMERY STREET,
MORRISMAN 2237 587-5066

Delivery Box Number

230F

LOCATION OF DOCUMENTS

CT OTHER

Herewith

In L.T.O. with

Produced by

OFFICE USE ONLY

Checked

Passed

REGISTERED

-19

Signed

Extra Fee

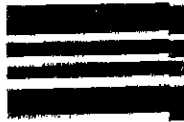


21 DEC 1988

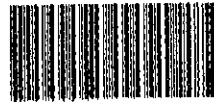
Secondary
Directions

Delivery
Directions

RP47



B

E
923926 SSection 58(2) 53(1) or
clause 15 of schedule 4

CHANGE OF BY-LAWS

SECTION 58(2) STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1900
(See instructions for Completion on back of form)

C

D

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (h)

Torrans Title Reference

CP/SP18667

NUMBER OF
STRATA PLAN
Note (h)

THE PROPRIETORS—STRATA PLAN No. 18667 the registered proprietor of the common property comprised in the Certificate of Title above

referred to, certifies that, by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1973, on 9.9.92

Note (c)

after the expiration of the initial period, it changed the by-laws as follows:

Note (h)

REPEALED BY-LAW No.
 KEPT/ADDED BY-LAW No. 42
 ... fully set out below.

OFFICE USE ONLY

Note (c)

BY-LAW 42

A proprietor and/or occupier shall obtain the consent of the body corporate to the installation of any air conditioning system to their lot. The consent of the body corporate shall be conditional and the system shall be operated in accordance with this by-law:

In respect of any air conditioning system installed on any lot:

1. The proprietor and/or occupier and his heirs, administrators and assigns shall be responsible for maintaining the air conditioner in good working order.

2. The body corporate may at any time give notice to the proprietor and/or occupier that the air conditioner is in a state requiring repair or maintenance whereupon the proprietor and/or occupier shall within the time set out in the notice have the air conditioner repaired or replaced as required to ensure it meets a standard acceptable to the body corporate.

The common seal of The Proprietors—Strata Plan No. 18667

was hereunto affixed on 11th November 1992

in the presence of
N. Davis G. Bampardo
(BLOCK LETTERS)

being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal

TO BE COMPLETED
BY LODGING PARTY
Notes (f)
and (g)

LODGED BY

M. BARASSO
3 Lennox Street,
Rockdale NSW 2216

Delivery Box Number

1W

LOCATION OF DOCUMENTS

CT

OTHER

Merewith

In R.G.O. with

Produced by

OFFICE USE ONLY

Checked <i>[Signature]</i>	Passed	REGISTERED " -19	Secondary		
Signed	ENTER Pgs		Directions		
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Registrar General

STRATA SCHEME NO. 18667

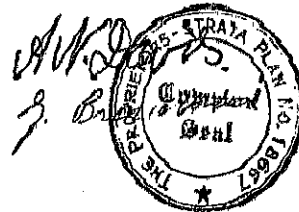
ANNEXURE TO

NOTIFICATION OF CHANGE OF BY-LAWS

3. The air conditioner must be operated in accordance with the Noise Pollution Act (or equivalent or replacement legislation); should it cause a nuisance to neighbouring units then it must be turned off.
4. All water discharged from the air conditioner shall be plumbed or suitably disposed of so as to not overflow from the balcony or cause damage or staining to the building or balcony.
5. Where discharge trays are located under the air conditioners they shall be replaced when dilapidated or rusty.
6. The proprietor and/or occupier shall remove such air conditioning at their own cost upon being given notice by the body corporate that it intends to carry out works upon the balcony or the building.
7. The air conditioning shall be located wholly within the fenced area of the balcony included in the lot.
8. The body corporate may direct by notice to the proprietor and/or occupier any action it requires in respect to any air conditioning system.

This is page 2 of a total 2 pages which comprise the annexure to Notification of Change of By-Laws by THE PROPRIETORS - STRATA PLAN NO. 18667 dated the 11th day of March, 1992.

THE COMMON SEAL OF THE PROPRIETORS-
STRATA PLAN NO. 18667 was hereunto
affixed on 11.11.92 in the presence of
~ DAVIES C. J. Blandine
being the person(s) authorised by
Section 55 of the Strata Titles Act,
1973, to attest the affixing of the
seal.





788633 H

CHANGE OF BY-LAWS

SECTIONS 58 (7) & 66 (3), STRATA TITLES Act, 1973,
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

CB

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (a)

Torrén's Title Reference

CP/SP18667

NUMBER OF
STRATA PLAN
Note (b)
Note (c)

THE PROPRIETORS—STRATA PLAN No. 18667 the registered proprietor of the common property comprised in the Certificate of Title above
referred to, certifies that, by a resolution duly passed on 15.9.93 in accordance with the provisions of Sections 58 (7) and 66 (3),

Strata Titles Act, 1973, it changed the by-laws as follows:

ADDED BY-LAW
Note (d)

ADDED BY-LAW No. 43
as fully set out below.

OFFICE USE ONLY

Note (e)

BY-LAW 43

That the by-laws be amended by the addition of the following by-law:

That proprietors and/or occupiers of lots 1,2,3 & 4 shall not place any plant, shrub, stake or supports directly into the planter box upon the lot but shall place all plants, shrubs, stakes and supports into containers and thence into the planter box. Should the waterproofing membrane be damaged by such proprietor and/or occupier they shall be responsible for the cost of rectifying such damage and/or consequential damage caused.



The common seal of the Proprietors—Strata Plan No. 18667

was hereto affixed on 5.11.93 in the presence of

MURIEL BARASSO, MANAGING AGENT
(BLOCK LETTERS)

being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

TO BE COMPLETED
BY LODGING PARTY
Notes (f)
and (g)

LODGED BY		LOCATION OF DOCUMENTS	
M. Barasso 3 Lennox Street, Rockdale NSW 2216		CT	OTHER
Delivery Box Number 1W			Herewith. In M.G.O. with Produced by
Extra Fee	Checked by 48	REGISTERED	-19
Reg 5/11/93		Registrar General	

(F) FOLIO IDENTIFIER (OR REG. DEALING & FOLIO IDENTIFIERS)	(G) DIRECTION	(H) NOTE TYPE	(I) DEALING NUMBER	(K) DETAILS

Form: 97-15CB
Licence: 1034A/404/96

CHANGE OF BY-L

New South Wales
Strata Schemes Management Act
Real Property Act 1900

7095202A



(A) TORRENS TITLE

CP/SP 18667

(B) LODGED BY

LTO Box 1034A	Name, Address or DX and Telephone Blessington Judd, Solicitors DX 1068 SYDNEY Tel: 8267 6000 - Fax: 9267 2050 REFERENCE: Mr Andreone	CB
------------------	--	----

(C) The Owners-Strata Plan No. 18667 certify that pursuant to a resolution passed on 16 August 2000 and in accordance with the provisions of -

- (D)
- ~~section 54 of the Community Land Management Act 1989~~
 - ~~section of the Strata Schemes (Freehold Development) Act 1973~~
 - section 47 of the Strata Schemes Management Act 1996
 - ~~order No. of the Strata Schemes Adjudicator~~
 - ~~order No. of the Strata Schemes Board~~

the by-laws are changed as follows:

(E) ~~Repealed by law No.~~

Added by-law No. SPECIAL BY-LAW NO. 44

~~Amended by law No as fully set out below.~~

SPECIAL BY-LAW NO. 44

Definition:

1. The following terms are defined to mean:

(See Annexure)

(F) The common seal of the Owners-Strata Plan No. 18667 was affixed on 8 - 9 - 2000 in the presence of

Signature(s) 

Name(s) [use block letters] MURIEL BALABO

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Checked by (LTO use)

ANNEXURE TO CHANGE OF BY-LAWS

"Licence" means the licensing of part of the common property for the installation of telecommunication equipment.

Functions:

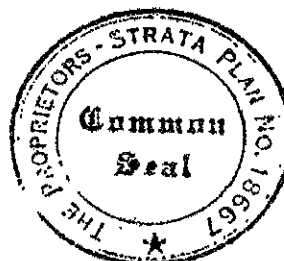
2. The owners corporation shall have the following additional functions:
 - a. power to grant a Licence on terms and conditions approved by the owners corporation from time to time.
 - b. power to install and/or permit the installation of the telecommunications equipment in the common property.

The common seal of the Owners-Strata Plan No. 18667
was affixed on 8-9-2000 in the presence of

Signature(s) 

Name(s) [use block letters] MURIEL BALASSO

being the person(s) authorised by section 238 of the
Strata Schemes Management Act 1996 to attest the
affixing of the seal.



Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

CHANGE OF BY-LA

New South Wales
Strata Schemes Management Act
Real Property Act 1900

**AI427363D**

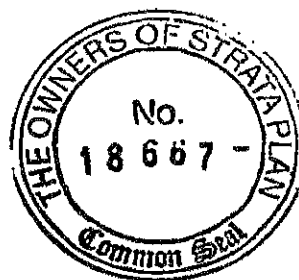
PRIVACYNOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for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

(A) TORRENS TITLE	For the common property CP/SP 18667		
(B) LODGED BY	Document Collection Box 495R	Name, Address or DX, Telephone, and Customer Account Number if any LPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____	CODE CB

- (C) The Owners-Strata Plan No. 18667 certify that pursuant to a resolution passed on 19 December 2013 and
- (D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-law 45
- Amended by-law No. NOT APPLICABLE
- as fully set out below:

SPECIAL BY-LAW 45 - Electronic Delivery of Notices

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



- (F) The common seal of the Owners-Strata Plan No. 18667 was affixed on 11 February 2014 in the presence of—

Signature(s): _____

Name(s): JYOTI BASSA**Duty Authorised Officer**

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Form: 15CB
Release: 3-2

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AK886511B

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

(A) TORRENS TITLE	For the common property CP/SP18667			
(B) LODGED BY	<table border="1"> <tr> <td>Document Collection Box 1W</td> <td> Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 1523 </td> </tr> </table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 1523	CODE CB
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 1523			

- (C) The Owners-Strata Plan No. 18667 certify that pursuant to a resolution passed on 27 September 2016 and
- (D) in accordance with the provisions of Section 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 11
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Annexure "A"

- (F) The common seal of the Owners-Strata Plan No. 18667 was affixed on 26.10.2016 in the presence of—

Signature(s): *P. Rehayem*

Name(s): *P REHAYEM*



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

ANNEXURE "A"

SPECIAL BY-LAW 11.

General Works

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 1996* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 1996* (NSW) as amended from time to time.
5. "The Owner" means the owner or owners from time to time of a Lot within Strata Plan No. 18667.
6. "The Lot" means any and all respective lots within Strata Plan No. 18667.
7. "The Works" means any work which:
 - (a) interferes with the support or shelter provided by a Lot, for another Lot, or for the Common Property;
 - (b) alters any electrical, plumbing, drainage, gas or other service in or to a Lot;
 - (c) affects the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it; and/or
 - (d) affects the structure of a Lot, including but not limited to the removal of or installation of any walls or columns within a Lot.
8. "Future Works" means any of the Works which are to be commenced any time after the date of approval of this by-law.

The Common Seal of the Owners – Strata Plan No. 18667
was affixed on the 26 day of October 2010 in the presence of
Signature:.....*P. Rehayem*.....
Name:*P. REHAYEM*.....
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.

9. "The Bond" means a refundable security bond of \$1,000 or other amount to be specified by the Executive Committee, which may be used by the Owners Corporation in accordance with this by-law

B. GRANT OF RIGHTS

1. An Owner may carry out and maintain one or more of the Works.
2. It is noted that as at the date of approval of this by-law, some Lot owners have already carried out one or more of the Works.
3. Subject to the conditions in this by-law, the Owner will have:
 - (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
 - (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before commencing any Future Works, the owner must obtain the written permission of the Executive Committee, which shall not be unreasonably withheld, on the condition that:

- (a) the Works comply with this by-law and all of the by-laws of Strata Plan No. 18667;
 - (b) the Works do not alter the outward appearance of the Lot or the building in a way that is not in keeping with the outward appearance of the rest of the building;
 - (c) the Owner provides the Executive Committee with any drawings, specifications, plans, details, or scope of works concerning the Works;
 - (d) the Owner provides the Executive Committee with details of the means and time of access for delivery and removal of materials, tools, and debris;
 - (e) the Owner provides the Executive Committee with details of any proposed arrangements for maintaining the security of the building while the Works are being carried out; and
 - (f) the Owner provides the Owners Corporation with a completed copy of the Renovations Form.
5. If the proposed Future Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner or occupier shall provide to the Owners Corporation drawings and certification from a practising structural engineer in favour of the Owners Corporation that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed Works.
6. The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the Owner pursuant to clause C5 of this by-law and to inspect the Works. The Owner shall pay that independent engineer's fees on demand.
7. If the proposed Future Works involve the removal or replacement of a balcony, bathroom or laundry tiles, the Owner shall install a water proof membrane to comply with Australian Standards and the Building Code of Australia, and the Owner or occupier must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty to be provided by the manufacturer and installer.

8. If the proposed Future Works involve the installation or replacement of an air-conditioning unit for a Lot, an Owner shall provide the Owners Corporation with information containing the style, make, model, and specifications of the air-conditioning unit and any condenser or extractor to be installed as part of the air-conditioning unit and details of the proposed location of the unit and any condenser or extractor, and details of the proposed method of draining air-conditioning condensation and run-off, and shall ensure that no part of the unit or any piping, ducting, wires or cables are visible from outside the Lot and that the air-conditioning unit does not create nuisance to other owners or occupiers within the building from vibration or noise.
9. If the proposed Future Works involve the installation of floor coverings or flooring other than carpet ("hard flooring"), the Owner must provide to the Owners Corporation, prior to obtaining written consent, with:
 - (a) A floor plan outlining the proposed location of the hard flooring, identifying where carpet is being replaced by hard flooring; and
 - (b) A certificate from a qualified acoustic engineer certifying that the floor finish to be installed, has been tested and achieves a sound transmission weighted impact sound level (L_{nt,w} + C₁) reading of not more than 62 decibels, or meets the requirements of the Building Code of Australia as amended from time to time.
10. If the Future Works will involve the use of jackhammers or percussion instrument tools, the Owner shall provide the Owners Corporation with a dilapidation report as to the condition of the common property and each Lot that is immediately adjacent to (above, below or beside) the Owner's Lot, at his own cost, prior to the commencement of the Works.
11. Before starting Future Works, in addition to the information in clauses C4 to C10 above, the Owner must provide the Owners Corporation with:
 - (a) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the Environmental Planning & Assessment Act 1979 provided such development application seeks approval of the Works as defined in clauses A7 and A8 above;

- (b) a copy of any requisite construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act* 1979;
 - (c) a copy of any requisite certificate of insurance relating to the performance of the Works under Section 92(2) of the *Home Building Act* 1989, if the value of the Works exceeds \$20,000 (or such other sum as is specified in that Act from time to time);
 - (d) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$10,000,000 per event, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works);
 - (e) a Safe Work Method Statement, if required by the Executive Committee;
 - (f) payment of the Bond; and
 - (g) 14 days' notice in writing prior to the date of commencement of the Works, and a copy of that notice shall be placed on the noticeboard by the Owner, and such notice shall include the commencement date of the Works, the expected duration of the Works, the Lot number in which the Works are to be carried out, the expected date on which any jackhammer or percussion instrument tool is to be used, and the name and telephone number of a contact person to receive queries or complaints about the Works.
12. An Owner shall not be permitted to install or construct a kitchen, bathroom or laundry above any part of a bedroom, living room or lounge room of a Lot below.
13. The Owner acknowledges that the Works are carried out at his or her expense.

The Works

14. In undertaking the Works, the Owner must by himself, his agents, servants and contractors must:-
- (a) use best-quality and appropriate materials, in a proper and skillful manner;
 - (b) comply with all conditions and requirements of the local Council;

- (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
- (d) take all reasonable steps to cover Common Property floors, carpets, walls, doors, and lifts so as to protect them from damage, dust and soiling;
- (e) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause C6 of this by-law;
- (f) permit the Owners Corporation's independent engineer access to the Lot during the course of the Works for the purposes described in clause C6 of this by-law;
- (g) comply with any plans and specifications submitted to the Owners Corporation;
- (h) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris;
- (i) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays or such other times as may be precluded by any conditions imposed by the Council or any other competent authority);
- (j) comply with the terms of any approval given by the Owners Corporation under this by-law, including but not limited to, directions concerning contractor access to the building, removal of rubbish, and protection of Common Property;
- (k) transport all building materials, equipment, debris and other material through the garage, or in the manner reasonably directed by the Owners Corporation;
- (l) not use the lifts to transport any building materials, equipment, debris and other material between the hours of 8:00 am and 10:00 am, and between the hours of 4:00 pm to 6:00 pm;
- (m) ensure that the all lift weight limits are adhered to when transporting any building materials, equipment, debris and other material;
- (n) remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works;

- (o) clean all dirt, dust and debris from Common Property at the end of each day during the course of the Works, and at the conclusion of the Works, to the reasonable satisfaction of the Owners Corporation;
 - (p) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
 - (q) cause as little inconvenience as reasonably possible to other occupiers of the strata scheme.
- 15. The Owner may place a skip bin on the common property for the duration of the Works, in a location to be agreed by the Executive Committee, only after receiving the written permission of the Executive Committee, and in compliance with any conditions imposed by the Executive Committee, including but not limited to:
 - (a) any fees or fines payable to Council or any other authority in relation to the skip bin are to be borne by the Owner;
 - (b) the skip bin is to be removed as soon as it is filled, ordered to be removed by Council or any other authority, or at the completion of the carrying out of the Works; and
 - (c) the Owner indemnifies the Owners Corporation against any damage or liability in relation to the skip bin.
- 16. The Owner may use the common property loading dock area for the duration of the Works for parking and storage of building materials, only after receiving the written permission of the Executive Committee, and in compliance with any conditions imposed by the Executive Committee, including but not limited to:
 - (a) the Owner shall ensure that the Common Property loading dock area is available for use by the Owners Corporation's contractors, if given 48 hours' written notice; and
 - (b) the Owner shall ensure that the Common Property loading dock area is available for use by another owner for emergency repairs or if moving in or out of the building, if given 48 hours' written notice.
- 17. The Executive Committee's nominated member shall be allowed access to the Lot to inspect the Works while they are being carried out, given 24 hours' written notice to the Owner.

After the Works

18. After completion of the Future Works, the Owner must provide the Owners Corporation with:
 - (a) a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*;
 - (b) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works; and
 - (c) copies of all membrane and flashing guarantees and warranties.
19. The Owner must maintain the additions installed in the course of the Works in a state of good and serviceable repair, and must renew or replace them when necessary.
20. The Owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.
21. If the Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner shall provide the Owners Corporation with a certificate from a practising structural engineer upon being requested to do so by the Owners Corporation, addressed to the Owners Corporation, stating that the Works as completed, do not detrimentally affect the structural integrity of the building, and in the event that the engineer specifies that certain works should be carried out before such a certificate of structural integrity can be issued, the Owner shall immediately carry out those works and within 7 days of completion of those further works shall provide the Owners Corporation with a certificate from that engineer addressed to the Owners Corporation, stating that the works will not detrimentally affect the structural integrity of the building. It is noted that this requirement shall be carried out by Owners who have completed such Works as at the date of approval of this by-law, as well as by Owners who intend to carry out Future Works, at their own expense.

The Bond

22. The Owners Corporation may apply all or any part of the Bond to remedying, for its benefit or the benefit of an Owner or occupier of another Lot in the strata scheme, a breach on the part of the Owner or his or her contractor, of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

23. The Owners Corporation must pay any residue of the Bond to the Owner within 28 days of receiving written notice from the Owner that the Works have been completed provided no notice of any damage has been received by it as at that date.
24. The Owners Corporation must pay any residue of the Bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

Damage

25. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme.

Indemnity

26. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works or the installation, use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the Works, including any liability under Section 65(6) of the Act for damage to common property or the property of any Owner or occupier of another Lot.

Insurance

27. The Owner must apply the proceeds of a claim in respect of insurance referred to in clause C11(c) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.
28. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause C11(c) or C11(d) of this by-law.

Owners Corporation may do Work and Recover Costs

29. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.

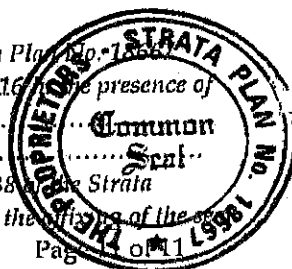
30. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause 29 above.

31. All costs payable by the Owner pursuant to clause 29 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

32. The Owners Corporation must pay for the preparation and registration of this by-law.

The Common Seal of the Owners – Strata Plan No. 1856
was affixed on the 26 day of October 2016 in the presence of
Signature: P. REHAYCO
Name: P. REHAYCO
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the signing of the by-law



Certificate Number: 726
Ref: AMEN SIN 25059

VIVIAN PAK
Suite 4 Level 1 58 The Boulevard STRAT
STRATHFIELD 2135

Issue Date : 12/06/2025
Receipt No. : 380489
Fee Paid : \$68.00

Address : Unit 16A 30-34 Churchill Avenue STRATHFIELD NSW 2135
Description : Lot: 90 SP: 18667
Owner : A Sin

PLANNING CERTIFICATE

Issued under Section 10.7 (2) Environmental Planning & Assessment Act 1979

This planning certificate should be read in conjunction with the relevant Local Environmental Plan listed under Names of Relevant Planning Instruments and DCPs. This is available on the NSW legislation website at www.legislation.nsw.gov.au

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in Council's records as being situated at the street address described on page 1 of this certificate.

It is the applicant's responsibility to confirm that the legal description of the lot to which the application relates is accurate and current. Council does not check the accuracy or currency of the information; nor does Council have the copyright to this information.

The legal description of land is obtained from NSW Land and Property Information. Applicants must verify all property and lot information with NSW Land and Property Information.

The information contained in this certificate relates only to the lot described on page 1 of this certificate.

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate. All references to 'the Act' are taken to mean the Environmental Planning and Assessment Act 1979, unless otherwise stated. All references to 'Regulation' are taken to mean the Environmental Planning and Assessment Regulation 2021, unless otherwise stated.

At the date of this certificate, the subject land may be affected by the following matters.



Item 1: Names of relevant environmental planning instruments and development control plans.

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Local Environmental Plans

Strathfield Local Environmental Plan 2012 gazetted 29 March 2013

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

Development Control Plan

Development Control Plan No.13 - Strathfield Town Centre.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Planning Proposal – Housekeeping Amendment 2024 (PP-2024-2781)

A Planning Proposal – Housekeeping Amendment 2024 was placed on public exhibition on 9 May 2025. The Proposal seeks to amend the Strathfield Local Environmental Plan (LEP) 2012:

- To improve its operation and accuracy by correcting identified anomalies and inconsistencies to existing provisions and maps,
- By implementing the outcomes of Council's endorsed Biodiversity Conservation Strategy and Action Plan 2020-2030,
- By responding to a request by Sydney Water to rezone existing Sydney Water infrastructure from R2 Low Density Residential to SP2 to better reflect their current and future use of the land,
- To expand the permitted uses in the E4 General Industrial zone to enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers, consistent with the objectives of the zone (recreation facility (indoor), and
- To ensure that heritage items and significant properties are correctly identified and protected.

The Planning Proposal and associated documentation can be viewed here: [Strathfield Local Environmental Plan 2012 - Housekeeping Amendments 2024 | Planning Portal - Department of Planning and Environment](#)

Explanation of Intended Effect (EIE) for the Cultural State Environmental Planning Policy (SEPP)

The EIE for the Cultural SEPP was placed on exhibition on 15 November 2024. This Explanation of Intended Effect (EIE) proposes changes to the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy. It builds on changes from the government's recent Vibrancy Reforms. For more information visit: [Explanation of Intended Effect: Cultural State Environmental Planning Policy \(SEPP\) | Planning Portal - Department of Planning and Environment](#)

There are no draft development control plans applicable to this land.

"Further information is available on the NSW Department of Planning & Environment's LEP Online System: [Planning Proposals | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](#)"

- (3) SubSection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

- (4) In this Section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Item 2: Zoning and land use under relevant Local Environmental Plans.

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described -

- (a) The identity of the zone, whether by reference to a name or by reference to a number.

E2-Commercial Centre

- (b) The purposes for which development in the zone –

- i. may be carried out within the zone without the need for development consent.

Home occupations.

- ii. may not be carried out except with development consent,

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hostels; Hotel or motel accommodation; information and education facilities; Local distribution premises; Medical centres; Mortuaries; oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based

aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2(b)(i) or 2(b)(iii).

iii. Is prohibited,

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Light industries; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies.

(c) whether additional permitted uses apply to the land,

There are no additional permitted uses applying to this land.

(d) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house under the Strathfield Local Environmental Plan 2012.

(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

The land is not within an area of outstanding biodiversity value.

(f) Whether the land is in a conservation area.

The land is not located within a conservation area under the provisions of the Strathfield Local Environmental Plan 2012.

(g) Whether an item of environmental heritage is situated on the land.

The land does not contain a heritage item under the provisions of the Strathfield Local Environmental Plan 2012.

Item 3: Contributions plans

(1) The name of each contributions plan applying to the land.

Strathfield Indirect Development Contributions Plan 2010 (Amended 3 September 2010).

Strathfield Direct Development Contributions Plan 2010 (Amended 21 May 2019).

Exhibition of Draft Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

The draft Plan proposes a 3% levy on development, including new dwellings and alterations and additions to existing dwellings with a cost of works over \$250,000.

For more information on the exhibition of the draft section 7.12 contributions plan please visit: [Home | Have Your Say Strathfield \(nsw.gov.au\)](https://www.nsw.gov.au/home) Please do not hesitate to contact Council's Executive Strategic Planner, Rita Vella at rita.vella@strathfield.nsw.gov.au if you have any questions.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contributions) Order (as amended) applies.

Item 4: Complying development

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Code

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

Rural Housing Code

Complying Development under the Rural Housing code does not apply to the Strathfield Council Local Government Area as no land is zoned RU1, RU2, RU3, RU4, RU5 or RU6.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code does not apply to Strathfield Council Local Government Area.

Inland Housing Code

Complying development under the Inland Code does not apply to the Strathfield Local Government Area.

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code may be carried out on the land.

Subdivision Code

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

Demolition Code

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

Fire Safety Code

Complying development under the Fire Safety Code may be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code does not apply to the Strathfield Local Government Area.

Disclaimer: The information above addresses matters raised in Clause 1.17A (1) (b) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

NOTE: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed above, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 5: Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes because of the provisions of Clauses 1.16(1)(b1)-(d) or 1.16A Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Exempt development may be carried out on this land.

Disclaimer: The information above addresses matters raised in Clause 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to

comply with these provisions may mean that any exempt works carried out under the provisions of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008 is invalid and will require retrospective approval.

NOTE: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of exempt development listed above, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 6: Affected building notices and building product rectification orders

- (1) Whether the Council is aware that -
- (a) an affected building notice is in force in respect of the land, or
Council has not been made aware of any affected building notice in force in respect of the land.
 - (b) a building product rectification order is in force in respect of the land and has not been fully complied with, or
Council has not been made aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.
 - (c) a notice of intention to make a building product rectification order given in relation to the land and is outstanding.
Council has not been made aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

- (2) In this Section -

affected building notice has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

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

Item 7: Land reserved for acquisition

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

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1, makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.5 of the Act.

Item 8: Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or

The land is not affected by road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant

- (b) Any environmental planning instrument; or

The land is not affected by road widening or road realignment under the provisions of any Environmental Planning Instrument.

- (c) Any resolution of the Council

The land is not affected by road widening or road realignment under the resolution of Council.

Item 9: Flood related development controls information

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

The land has been identified as potentially within a flood planning area. It should be noted that any development of the land or part of the land will be assessed on merit and as such site specific flood development controls may apply. Further details and a copy of the Flood Study are provided on the Strathfield Council website www.strathfield.nsw.gov.au. For more information contact Council's Drainage Section on 9748 9999.

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

Unknown.

- (3) In this Section

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

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

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

Item 10: Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Council has adopted by resolution a policy for the management of development on contaminated land. This policy will restrict development of land:

- Which is affected by contamination;
- Which has been used for certain purposes;
- In respect of which there is not sufficient information about contamination;
- Which is proposed to be used for certain purposes;
- In other circumstances contained in the policy.

Refer to Part K – Development on Contaminated Land of the Strathfield Consolidated Development Control Plan 2005 for more information.

- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk (other than flooding).

Council records at the date of this certificate do not indicate that Council has been notified that the land is affected by a policy adopted by any other public authority that restricts development of the land.

Item 11: Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

The land is not shown to be within bush fire prone land as defined in the Act.

Item 12: Loose-fill asbestos insulation

Does the land include any residential premises listed on the Loose-Fill Asbestos Insulation Register maintained under Division 1A of Part 8 of the [Home Building Act 1989](#) ?

The land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

Disclaimer: This statement is based on information supplied by a third-party public authority. The accuracy of this information has not been verified by Strathfield Municipal Council and if the information is vital for the proposed end use, then it should be verified by the applicant.

Item 13: Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

The land is not in an area proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

Item 14: Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

There is no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

- (2) The date of any subdivision order that applies to the land.

There is no subdivision order applying to the land.

- (3) Words and expressions used in this Section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Item 15: Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003*, Part 4 applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The provisions of the Native Vegetation Act 2003, do not apply to Strathfield Council Local Government Area.

Item 16: Bio-banking stewardship sites

Whether or not the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

Note—

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

Item 17: Biodiversity certified land

Whether or not the subject land is biodiversity certified land.

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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

Item 18: Orders under Trees (Disputes between neighbours) Act 2006

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

The Council has not been notified of an order under the Act in respect of tree(s) on the land. The accuracy of this statement may be reliant in part upon information supplied by a third party public authority.

Item 19: Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the [Local Government Act 1993](#), for coastal protection works.

Note: "Existing coastal protection works" has the same meaning as in the [Local Government Act 1993](#), Section 553B and are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

Item 20: Western Sydney Aerotropolis

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, Section 4.17, or
- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or
- (d) in the "public safety area" on the [Public Safety Area Map](#), or
- (e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the [Wildlife Buffer Zone Map](#).

Strathfield LGA does not fall within SEPP(Precincts - Western Parkland City)2021 and the provisions of chapter 4 are not applicable.

Item 21: Conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), 1, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind in reference to in the Policy, Clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

No terms of a kind referred to in Clause 88(2) of the State Environment Planning Policy (Housing) 2021, have been imposed as a condition of consent to a Development Application granted after 11 October 2007 in respect of the land.

Item 22: Site compatibility certificates and conditions for affordable rental housing

- (1) A Statement of whether there is a current site compatibility certificate or a former site compatibility (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) The period for which the certificate is current, and
- (b) That a copy may be obtained from the head office of the Department of Planning.

Council is not aware of the issue of any current Site Compatibility Certificate (Affordable Rental Housing) in respect of proposed development on the land.

- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, Clause 21(1) or 40(1) that have been imposed as a condition of consent in relation of the land.

No terms of a kind referred to in Clause 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021, have been imposed as a condition of consent to a Development Application in respect of the land.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).

No terms of a kind referred to in Clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, have been imposed as a condition of consent to a Development Application in respect of the land.

In this Section—

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

The accuracy of this statement may be reliant in part upon information supplied by a third-party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

Item 23: Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006 No 104 - NSW Legislation](#), a statement to that affect.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Council has not been advised that water or sewerage services are to be provided to the land under the Water Industry Competition Act 2006

Additional Matters: Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:

- (a) At the date of this certificate, is the land to which this certificate relates significantly contaminated land?

The land has not been identified as significantly contaminated land within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (b) At the date of this certificate, is the land to which this certificate relates subject to a management order?

The land is not subject to a management order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (c) At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?

The land is not the subject of an approved voluntary management proposal within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (d) At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?

The land is not the subject of an ongoing maintenance order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (e) At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?

The land is not the subject of a site audit statement, within the meaning of the Act.



George Andonoski
Planning & Operations Coordinator

Sewer Service Diagram

Application Number: 8004380414

SEWERAGE SERVICE DIAGRAM							
MUNICIPALITY OF <u>STRATHFIELD</u>		SUBURB OF <u>STRATHFIELD</u>					
Lot No. <u>Z</u> House No. <u>30-34</u>		STREET <u>CHURCHILL St</u>					
		SSD <u>0513304Z</u> SCALE: <u>1:500</u>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>INDICATES - DRAINAGE FITTINGS</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> Manhole Chr Chamber Lamp hole Boundary Trap Inspection Shaft Pit G Grease Interceptor GTS Greywater Treatment System TMS Terminal Maint. Shaft MS Maintenance Shaft </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> Gully Reflux Valve Inspection opening Vertical Pipe Induct Pipe MF Micro Flap RP Rodding Point Sloped Junction Vertical Junction On back Junction </td> </tr> </table> </div> <div style="width: 48%;"> <p>SYMBOLS AND ABBREVIATIONS</p> <p>INDICATES - PLUMBING FIXTURES & OR FITTINGS</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> CO Clean out V Vent Pipe Tr.(L) Trough laundry S Sink (Kitchen) WC Water Closet Bth. Bath Waste H Basin AAV Air Admittance Valve </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> Bid Bidet Shr Shower DWM Dishwashing machine FW Floor waste gully CWM Clothes-washing machine SS Sink Bar LS Sink Laboratory LP Reducer </td> </tr> </table> <p>INDICATES - PLUMBING ON MORE THAN ONE LEVEL</p> <ul style="list-style-type: none"> SVP Soil Vent Pipe WS Waste Stack </div> </div> <div style="width: 48%;"> <p>ELEC.</p> <ul style="list-style-type: none"> Pump Unit Boundary Valve Boundary Valve with PRV Alarm Control Panel LP Stop Valve LP Air Valve HSV Flow Monitor Vacuum Chamber Flushing Point </div>				<ul style="list-style-type: none"> Manhole Chr Chamber Lamp hole Boundary Trap Inspection Shaft Pit G Grease Interceptor GTS Greywater Treatment System TMS Terminal Maint. Shaft MS Maintenance Shaft 	<ul style="list-style-type: none"> Gully Reflux Valve Inspection opening Vertical Pipe Induct Pipe MF Micro Flap RP Rodding Point Sloped Junction Vertical Junction On back Junction 	<ul style="list-style-type: none"> CO Clean out V Vent Pipe Tr.(L) Trough laundry S Sink (Kitchen) WC Water Closet Bth. Bath Waste H Basin AAV Air Admittance Valve 	<ul style="list-style-type: none"> Bid Bidet Shr Shower DWM Dishwashing machine FW Floor waste gully CWM Clothes-washing machine SS Sink Bar LS Sink Laboratory LP Reducer
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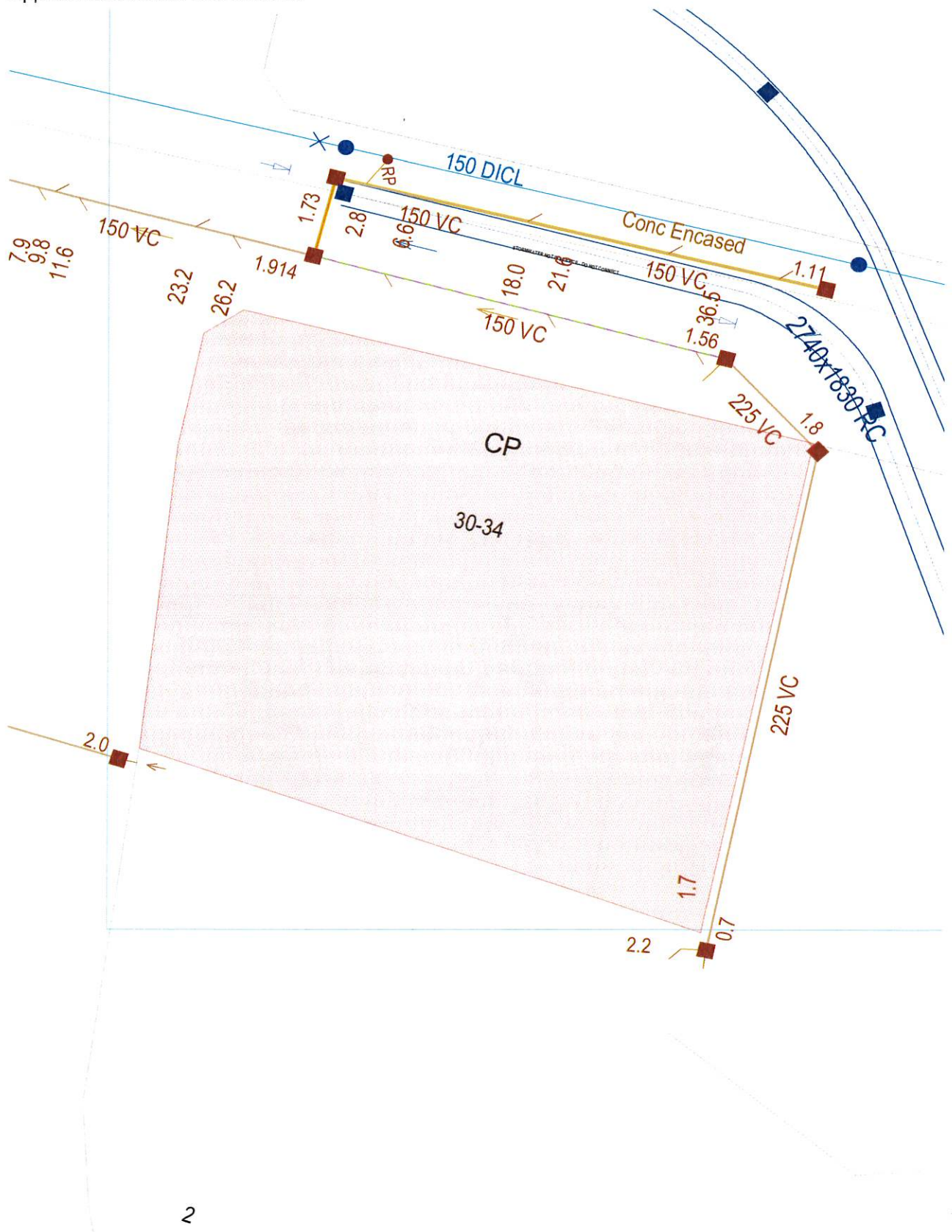
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Disclaimer

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

Service Location Print

Application Number: 8004380413



Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

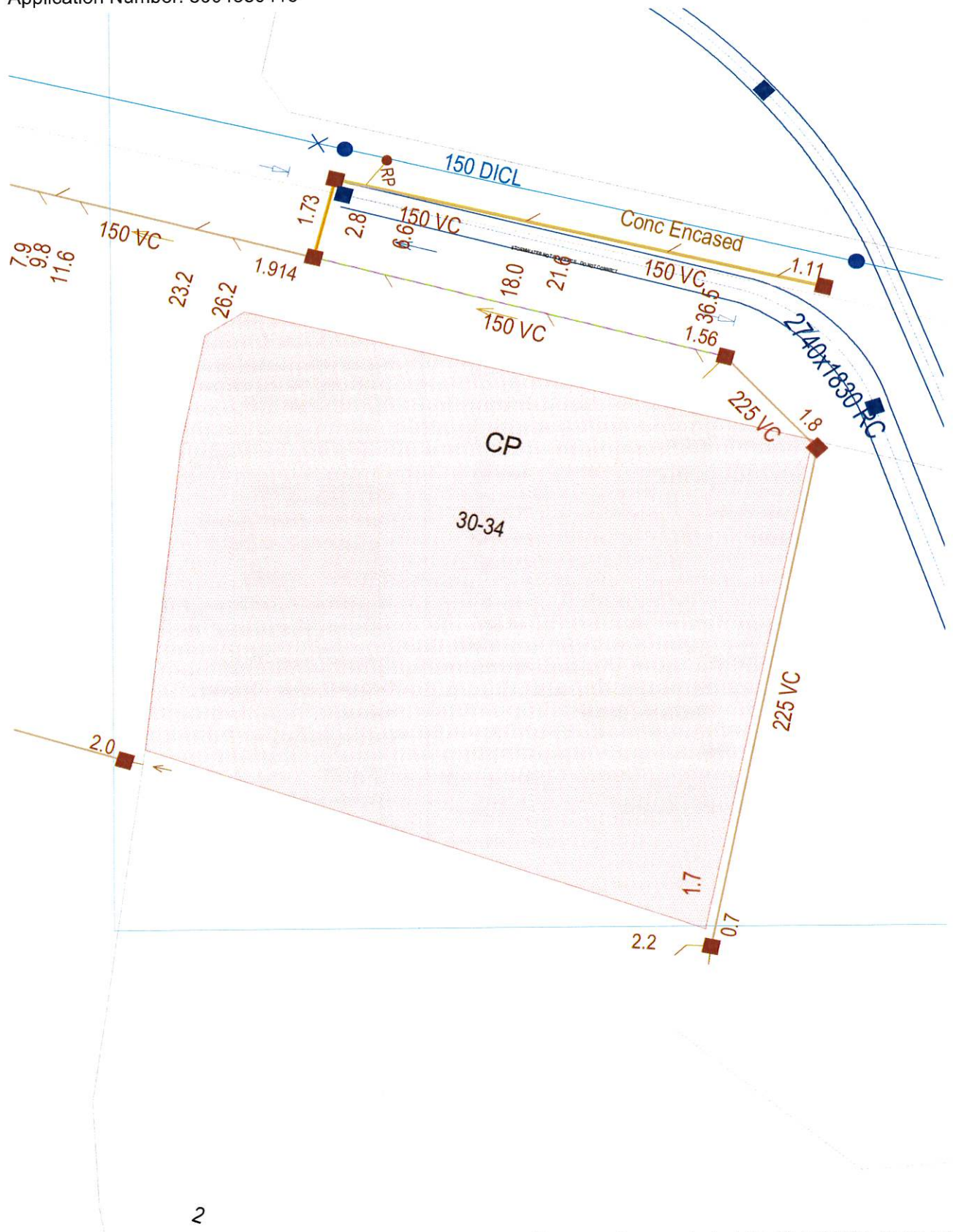
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FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
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Sewer Service Diagram

Application Number: 8004380414

SEWERAGE SERVICE DIAGRAM			
MUNICIPALITY OF <u>STRATHFIELD</u>		SUBURB OF <u>STRATHFIELD</u>	
Lot No. <u>2</u>	House No. <u>30-34</u>	STREET <u>CHURCHILL ST</u>	
		SSD <u>05133042</u>	
		SCALE: <u>1:500</u>	

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS	
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Licence No. <u>1700946</u> Permit/COC No. <u>447967</u> Signature <u>[Signature]</u> Date <u>04/02/10</u>	Licence No. _____ Permit/COC No. _____ Signature _____ Date _____
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CHURCHILL ST

IMPORTANT NOTE

This diagram was supplied to Sydney Water by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

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**.

