

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Parramatta 366 Church Street, Parramatta, NSW 2150	phone: 0430 390 897 email: amitnayak@mcgrath.com.au
co-agent		
vendor	Pranav Dilip Kumar Shah, Naisargi Pranav Shah Unit 5, 20 Jersey Road, South Wentworthville, NSW 2145	
vendor's solicitor	SB & Associates Conveyancing Pty Ltd 39 Garfield Street Wentworthville NSW 2145	phone: 0404 734 044 email: info@sbaconveyancing.com.au ref: 2025-135
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	Unit 5 20 JERSEY RD SOUTH WENTWORTHVILLE NSW 2145 LOT 5 STRATA PLAN SP73492 Folio Identifier 5/SP73492	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Villa	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exemption, 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 an **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

List of Documents

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

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

Strata Experts Management

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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 *servicing* 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 *servicing* 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 5, 20 JERSEY RD SOUTH WENTWORTHVILLE NSW
2145

Conditions of Sale by Auction

Part 3, Clause 15 of the Property and Stock Agents Regulation 2014

- (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 (but not if the auction relates solely to livestock).
 - (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 bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid 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.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to 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 the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—

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

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

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CLAUSES ANNEXED TO CONTRACT FOR SALE

Vendor: SHAH Sale

Purchaser:

Property: 5/20 Jerisy Road, South Wentworthville NSW 2145

Date:

33. AMENDMENTS TO STANDARD FORM OF CONTRACT

33.1 The following printed clauses are deleted from this Contract:

- a) clause 7.1.1;
- b) clause 10.2;
- c) clause 14.4.2;
- d) clause 16.8;
- e) clause 23.13;
- f) clause 23.14;
- g) clause 24.1;
- h) clause 24.3.3;
- i) clauses 28 and 29.

33.2 The following printed clauses are amended as follows:

- a) clause 1: settlement cheque: the second bullet point is deleted;
- b) clause 8.1.1: the words "on reasonable grounds" are deleted;
- c) clause 8.1.2: the words from "that" to "grounds" inclusive are deleted;
- d) clause 10.1: the words "or delay completion" are inserted after the word "requisition" in line 1;
- e) clauses 10.1.8 and 10.1.9: each occurrence of the word "substance" is replaced by the word "existence";
- f) clause 16.6: delete "If" and insert "If at least seven days before the completion date";
- g) clause 16.8: delete "\$10.00" and insert "\$5.00";
- h) clause 16.12: all words from "but" to the end of the sub-clause are deleted;
- i) clause 20.6.4: the words "provided however that such documents served by post shall be deemed received by the other party two business days after the date the document is sent by post" are added to the end of the sub-clause;
- j) clause 20.7.2: the words "and in the case of the Vendor the actual cost" are added to the end of the sub-clause;
- k) clause 23.5.1: the words "which includes special levies payable by instalments (where the adjustment period is the period of the instalments)"

are added to the end of the sub-clause;

- l) clause 23.6: sub-clauses 23.6.1 and 23.6.2 are deleted and replaced with the words “the Vendor is liable for it if it is payable after the Contract date”;
- m) clause 23.13 and 23.14 are deleted;
- n) clause 24.4.3: the words “if held by the Vendor” are added to the end of the second, third, fourth and fifth bullet points.

34. NOTICE TO COMPLETE

34.1 ISSUE OF NOTICE

If completion does not occur on or before 4pm on the completion date as a result of the breach of or default by a party, then the either party may:

- a) at any time serve a notice requiring completion of this Contract on a specified date (being not less than 14 days after the date of service of that notice);
- b) specify a time of day between 11am and 4pm as the time for completion; and
- c) make time of the essence for compliance with that notice.

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

35. PRESERVATION OF RIGHTS

The party serving a notice to complete reserves the right to:

- a) withdraw the notice; and
- b) issue further notices to complete.

36. LEGAL COSTS

If the Vendor issues a notice to complete, the Purchaser must pay on demand an amount of \$500.00 (plus GST) for legal costs incurred by the Vendor in issuing the notice to complete.

The Purchaser must pay these costs to the Vendor’s solicitor by a separate settlement cheque at completion or by electronic fund transfer at completion. It is an essential term of this Contract that these costs are paid on completion.

37. DELAY INTEREST

37.1 PAYMENT OF INTEREST

If completion does not occur on or before the completion date the Purchaser must pay to the Vendor on completion, interest calculated daily and compounded on the last day of each month:

- a) at the rate of 10% per annum; and
- b) on the balance of the purchase price payable under this Contract, in respect of the period commencing on the day following the completion date and ending on completion.

37.2 DELAY BY VENDOR

Sub-clause 37.1 does not apply in respect of any period during which completion has been delayed due to the fault of the Vendor.

37.3 ESSENTIAL TERM

The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on completion. It is an essential term of this Contract that the interest due is paid on completion.

38. ENTIRE AGREEMENT

The Purchaser acknowledges that:

- a) The provisions of this Contract contain the entire agreement between the parties as at the date of this Contract; and
- b) The Purchaser does not rely upon any statement, representation, warranty, condition or promise made or given by or on behalf of the Vendor except as may be set out in this Contract.

39. RESCISSION FOR INSOLVENCY, DEATH OR INCAPACITY

Without in any manner limiting any rights or remedies which would have been available to a party at law or in equity had this clause not been included, should a party (and if more than one, then either) prior to completion:

- a) Die or become mentally ill then the other party may rescind this Contract by notice in writing, and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
- b) Be declared bankrupt or enter into any scheme to make any assignment for the benefit of creditors, or have a petition for winding up presented or have a liquidator, receiver, administrator or office manager appointed, then this Contract shall be at an end and the provisions of Clause 19 shall apply.

40. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of general requisitions on title that it is entitled to raise are the Requisitions on Title published by the Law Society of NSW in the form annexed hereto.

41. INVESTMENT OF DEPOSIT

41.1. Pending completion or rescission or termination of this agreement (whichever in fact occurs), the Vendor's solicitors or at their discretion the Vendor's Agent herein named may place the said deposit or any part thereof as nominated by the Vendor's solicitors on deposit with a bank by way of unsecured deposit repayable at call and notwithstanding clause 2 any cheque for such amount may be drawn payable to such bank. Such deposit shall be made in the name of the Vendor's solicitors or Agent to hold the same as trustee for the Vendor and the Purchaser.

41.2 The interest which accrues on the said deposit shall (after deduction of any Financial Institutions Duty or Federal Accounts Debits Taxes) be dealt with as follows:

- a) if the deposit is forfeited to the Vendor, all such interest shall be paid to the Vendor;
- b) if the deposit is refunded to the Purchaser, all such interest shall be paid to the Purchaser;

- c) if this agreement is completed, such interest shall be paid to the Vendor and the Purchaser equally PROVIDED THAT if less than 10% deposit has been paid then all of the interest shall be paid to the Vendor.

41.3 The Vendor and the Purchaser agree that they shall give such directions and do such things as may be necessary to give effect to the provisions of this condition.

41.4 The Vendor's solicitors shall not be responsible in any way for any loss occasioned by their investment of the deposit on the terms of this condition. The party entitled to the deposit on the completion or termination of this agreement (whichever in fact occurs) shall bear the risk of loss of the said deposit.

42. INTRODUCTION BY AGENT

42.1 The Purchaser warrants that the Agent named on page 1 of this Contract is the Agent who introduced the Purchaser to the property and indemnifies the Vendor against any claim for damages by any other Agent other than the Agent named as the Vendor's Agent on page 1 of this Contract. The Vendor warrants that the Vendor has not signed any sole agency agreement with any other Agent other than the Agent named on page 1 of this Contract.

42.2 This clause shall not merge on completion.

43. CONDITION OF PROPERTY

The Purchaser acknowledges that:

- a) The Purchaser is purchasing the property in its present condition and state of repair and subject to any infestation and dilapidation;
- b) The property is sold in its present condition and state of repair and with all defects. If any, whether latent or patent and subject to all encroachments and irregularities, if any, on or by the property or the improvements thereof;
- c) The Purchaser has relied entirely upon their own inquiries and inspections made before entering into this Contract;
- d) The Purchaser shall not require the Vendor to carry out any works to the property after the exchange of Contracts;
- e) The Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity or other installation (if any); and
- f) The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided in this Contract.

44. PURCHASER PAYING LESS THAN 10% DEPOSIT

In the event that the Purchaser pays a deposit of less than 10% of the purchase price herein, the parties agree that notwithstanding the provisions of any other clause of this Contract should the Purchaser default in any manner, the Purchaser will immediately upon demand pay to the Vendor the difference between 10% of the purchase price and the amount actually paid to the intent that a full 10% of the purchase price is forfeitable by way of deposit upon default.

45. VENDORS USE OF DEPOSIT

The Vendor shall be entitled to use the deposit monies paid herein as a deposit or stamp duty payable on the purchase of any real estate or retirement village bond PROVIDED

THAT the same is retained in the Trust Account of a solicitor or licensed real estate agent or retirement village authority.

46. SECTION 184 CERTIFICATE

The Purchaser shall obtain a Section 184 certificate pursuant on the authority in clause 23.15. The parties agree that the Vendor shall be entitled to charge interest pursuant to Special Condition 37 if there is a delay in settlement due to the Purchaser not obtaining the Section 184 certificate in a timely manner.

47. ELECTRONIC SETTLEMENT

47.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

47.2 The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursement incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs.

47.3 Within seven days of unconditional exchange the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the Purchaser and any discharging mortgagee to join, failing which the Purchaser may do so.

47.4 Within seven days of receipt of invitation the Purchaser must join and create an electronic Transfer and invite any incoming mortgagee to join.

47.5 Settlement takes place when the financial settlement takes place.

47.6 Anything that cannot be delivered electronically must be given to the relevant party immediately after settlement.

47.7 If time is of the essence of the transaction and settlement fails to proceed due to a system failure, then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than three working days after the initial electronic failure unless otherwise agreed.

47.8 Any notice served on the party in the electronic workspace must be served in accordance with the condition of this Contract relating to service of notices.

48. FIRB

The Purchaser warrants:

- a) That the Purchaser is ordinarily resident in Australia within the Foreign Takeovers Act 1975 (Cth);
- b) That the provisions of the Foreign Takeovers Act requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase;
- c) 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 a consequence thereof. This warranty and indemnity shall merge on completion.

49. COVID-19

Without affecting any rights or remedies available to either party in law and in equity had this additional clause not been included in the Contract, if either party (or any one of them) prior to completion or at the time required for completion under this Contract:

- a) is confirmed to have Contracted Covid-19 virus and produces a letter confirming same by a medical practitioner or the Australian Government Department of Health; and/or
- b) is confirmed to be in self isolation for a period of 14 days and such exposure dates and exposure circumstances are advised to the other party's representative in writing and with proper isolation notice; and/or

then the parties agree that, should any party to the Contract be in any of the abovementioned circumstances, the period the subject party is either in self-isolation or in treatment for the Covid-19 virus will be referred to as the "isolation period".

The parties agree and acknowledge that, during the isolation period, no party is to issue a Notice to Complete.

50. CREDIT CODE

The Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that:

- a) The Purchaser does not require credit in order to pay for the property; or
- b) If the Purchaser requires credit in order to pay for the property, the Purchaser has obtained such credit on reasonable terms prior to the date of this Contract; and
- c) The Purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the date of completion.

51. REGISTRATION OF CAVEAT

51.1 It is an essential term of this Contract that the Purchaser not register a Caveat in respect of the title of the property.

51.2 The Purchaser irrevocably appoints the Vendor as its attorney to execute a form of withdrawal of any Caveat registered in breach of clause 51.1.

51.3 In the event of the Purchaser breaching Special Condition 51.1:

- a) The Vendor may terminate this Contract immediately; and
- b) The Purchaser indemnifies and must keep indemnified the Vendor from all and any loss or damage suffered directly or indirectly as a result of such breach by the Purchaser of the provision of Special Condition 51.1, including but not limited to any loss and damage suffered directly or indirectly by the Vendor due to the registration of such Caveat.

52. LICENCE

The Vendor will occupy the property under Licence for 3 months post Settlement @ \$620 weekly licence fee to be payable to the new owner. The new owner will not have any objection, can't raise any requisition, can't rescind the Contract and claim any damages on that ground.

The Licencee can vacate the property prior to 3 months by serving two weeks notice in writing to the Licensor. The Licensor can't raise any objection, requisition, can't rescind the Contract and claim any damages on that ground.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (ii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
- (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
- (b) notices of or investigations by the Owners Corporation;
- (c) notices or orders issued by any Court; or
- (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
- (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
- (b) when does the term or each appointment expire; and
- (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
- (b) fire safety;
- (c) occupational health and safety;
- (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

- (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 5/SP73492

SEARCH DATE	TIME	EDITION NO	DATE
10/7/2025	9:08 PM	10	24/2/2025

LAND

LOT 5 IN STRATA PLAN 73492
AT SOUTH WENTWORTHVILLE
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

PRANAV DILIP KUMAR SHAH
NAISARGI PRANAV SHAH
AS JOINT TENANTS

(T AJ755628)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73492
- 2 SP73492 RESTRICTION(S) ON THE USE OF LAND
- 3 SP73492 POSITIVE COVENANT
- 4 AU846101 MORTGAGE TO QUDOS MUTUAL LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 10/7/2025

* 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.



FOLIO: CP/SP73492

SEARCH DATE	TIME	EDITION NO	DATE
10/7/2025	9:08 PM	2	22/8/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73492
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SOUTH WENTWORTHVILLE
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73492

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73492
ADDRESS FOR SERVICE OF DOCUMENTS:
20 JERSEY ROAD
SOUTH WENTWORTHVILLE 2145

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C206238 COVENANT
- 3 DP1069387 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1069387 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 SP73492 RESTRICTION(S) ON THE USE OF LAND
- 6 SP73492 POSITIVE COVENANT
- 7 AT369127 INITIAL PERIOD EXPIRED
- 8 AT369127 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 73492

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 18	2	- 16	3	- 16	4	- 16
5	- 16	6	- 18				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 10/7/2025

* 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 FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA CERTIFICATE

*Name of Council/Authority/Office: **Hobart City Council**
 being satisfied that the requirements of the Strata Schemes (Financial Development) Act 1973 or Strata Schemes (Financial Development) Act 1986 have been complied with, approves of the proposal.

*State plan of subdivision: _____

intended in the exercise to the certificate

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

*The strata plan/strata plan of subdivision is part of a development scheme. The Council/Authority certifies that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*The Council does not object to the encroachment of the building beyond the equipment of _____

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

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

Date: **19 July 2004**
 Submission No: **6964 / 2005**

Accreditation No: **20031394**
 Issued by: **Hobart City Council**

[Signature]
 Authorized Person / General Manager / Head of Office

SURVEYOR'S CERTIFICATE

1. **DAMIAN JOSEPH MARGURE**
 of **MICHAEL LOCKLEY & ASSOCIATES**
 P.O. BOX 400 GLADESVILLE, 1675

a surveyor registered under the Surveyors Act 1992, hereby certify that:

(1) each applicable requirement of the Surveyors Act 2002 has been met;

(2) (a) the building encroaches on a public place;

(b) the building encroaches on land (other than a public place), in respect of which encroachment an upgrade assessment has been ordered by registered _____

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

Signature: *[Signature]*
 Date: **24-07-04**

* Delete if inapplicable
 * State whether design or plan, and quote registered number.

This is sheet 1 of my plan in 3 sheets.

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT
1	18
2	16
3	16
4	16
5	16
6	18
TOTAL	100

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

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1069387

L.G.A.: **HOLROYD** Suburb/Locality: **SOUTH / WENTWORTHVILLE**

Parish: **ST JOHN** County: **CUMBERLAND**

Reduction Ratio 1: _____ Lengths are in metres

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

THE OWNERS - STRATA PLAN No 73492
20 JERSEY ROAD, SOUTH WENTWORTHVILLE, N.S.W 2145

FOR LOCATION PLAN SEE SHEET 2

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

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

- 1) RESTRICTION ON USE UNDER SECTION 88E OF THE CONVEYANCING ACT 1919
- 2) POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919

Executed by J.P. (asw)
 My limited (100742005))
 in accordance with the)
 provisions of the)
 Corporations Law)

[Signature]
JOHN GOUGHANINE
 Director
[Signature]
R. Howard
 RUSA SOVEREIGN
 Director

Executed by **WILLIS & BOWRING MORTGAGE INVESTMENTS LIMITED ACN 089 265 127** in accordance with the provisions of Section 127 of Corporations Law, 2001 in the presence of:-

[Signature]
LOU POLITT
 Director

[Signature]
RON TOSOLINI
 Director

SP73492

Registered:  10.09.2004

Purpose: **STRATA PLAN**

Ref Map: **L9152-52**

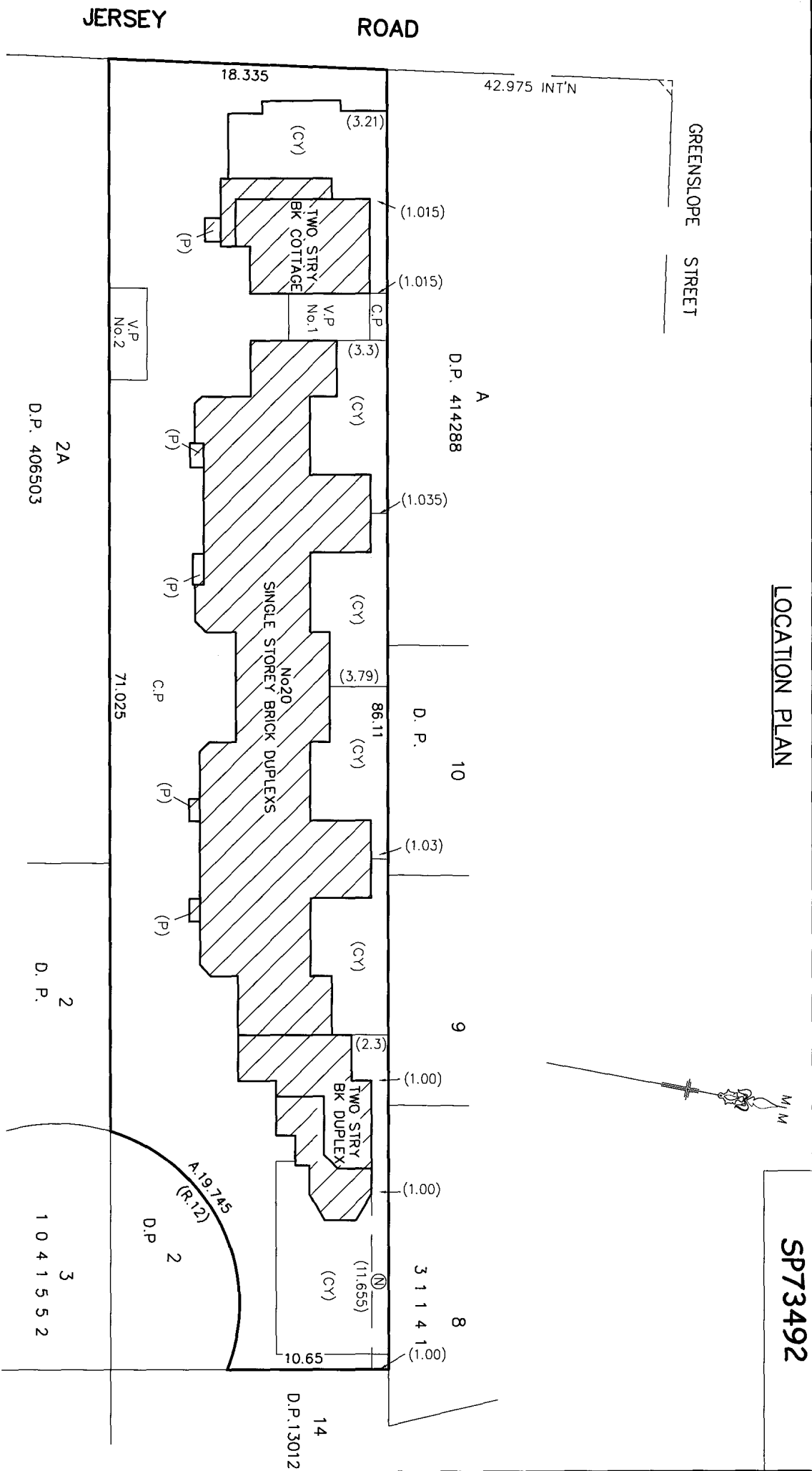
Last Plan: **DP1069387**

SURVEYOR'S REFERENCE: 26124/27226-SP

Plan Drawing only to appear in this space

LOCATION PLAN

SP73492



- C.P DENOTES COMMON PROPERTY
- (CY) DENOTES COURTYARD
- (P) DENOTES PORCH
- V.P DENOTES VISITOR PARKING (C.P)
- (N) DENOTES PROLONGATION OF NORTH FACE WALL

Reduction Ratio 1: 200

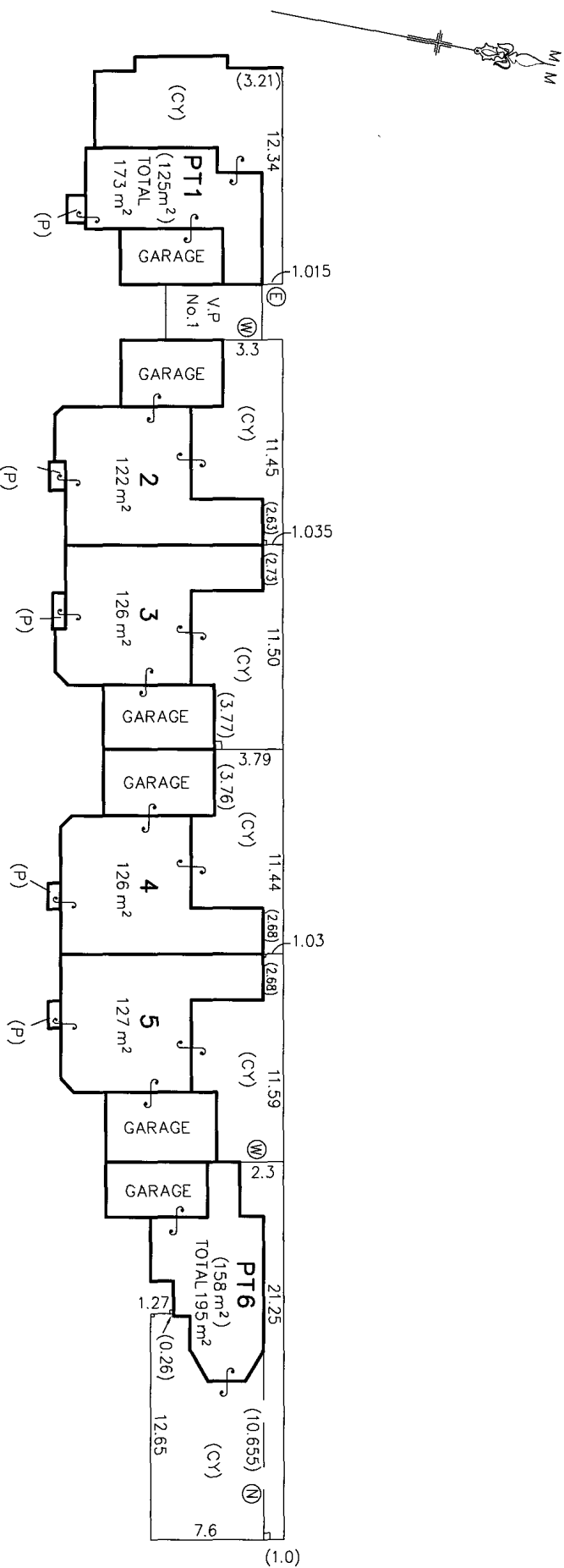
lengths are in metres

Registered Surveyor

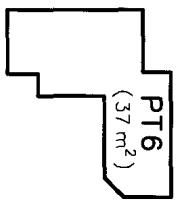
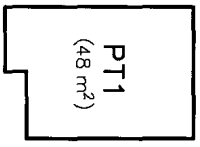
Authorised Person /General Manager /Accredited Certifier

SURVEYOR'S REFERENCE: 26124/27226-SP

SP73492



GROUND FLOOR



FIRST FLOOR

- C.P DENOTES COMMON PROPERTY
- (CY) DENOTES COURTYARD
- (P) DENOTES PORCH (COVERED)
- ~~(V.P) DENOTES VOID~~
- V.P DENOTES VISITOR PARKING (C.P)
- (E) PROLONGATION OF EAST FACE OF WALL
- (W) PROLONGATION OF WEST FACE OF WALL
- (N) PROLONGATION OF NORTH FACE OF WALL

ALL CONCRETE PATIOS, STEPS AND AWNINGS (TILED OR UNTILED) WITHIN THE COURTYARD AREAS ARE COMMON PROPERTY.
 THE STRUTUM OF THE COURTYARDS ARE LIMITED IN HEIGHT & DEPTH TO 2.5 ABOVE & BELOW THE FLOOR LEVEL OF THEIR RESPECTIVE UNIT (EXCEPT WHERE COVERED).

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor

Authorised Person /General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 26124/27226-SP

Executed by (S & P plan) *John Karamian*
 Fry Ltd (Lot 100 702 005) *John Karamian*
 in accordance with the provisions of the Corporations Law
Pierre Scaudo
Renée Scaudo
 Director

Executed by WILLIS & BOWRING MORTGAGE INVESTMENTS LIMITED ACN 089 265 127 in accordance with the provisions of Section 127 of Corporations Law, 2001 in the presence of:-

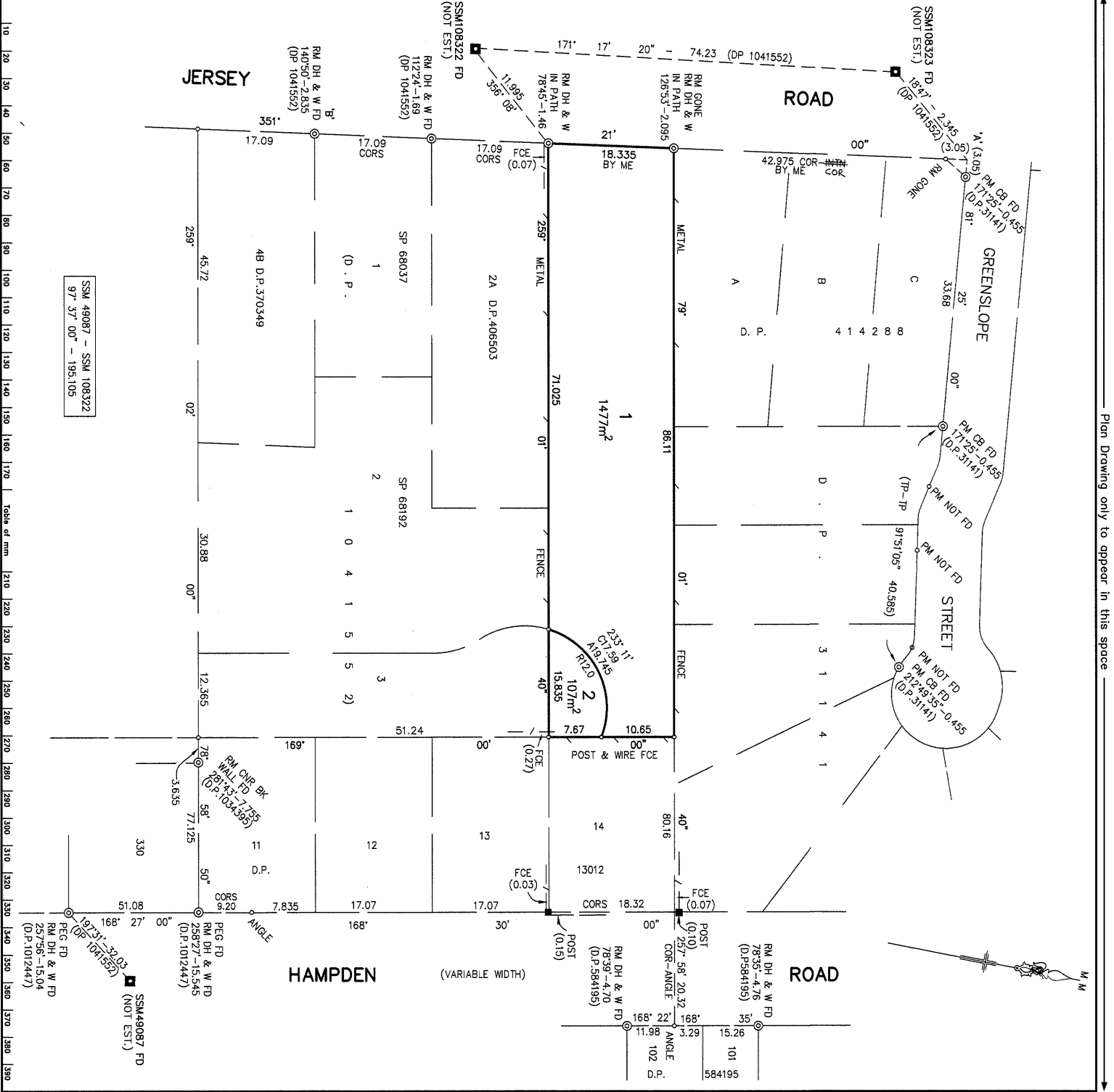
Lou Polito
 Director
Affrian Mattiussi
 Director

PLAN APPROVED: *[Signature]* Crown Lands Office Approval
 Authorized Officer
 Land District: *[Blank]*
 Paper No.: *[Blank]*
 Field Book: *[Blank]* pages: *[Blank]*

Subdivision Certificate
 I certify that the provisions of s.19(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
 Subdivision
 * (insert subdivision new road) set out herein
 Date of endorsement: *19 May 2004*
 * Authorized Person/General Manager/Assistant Certifier: *Howard City Council*
 Consent Authority: *Howard City Council*
 Accreditation no.: *6933/2004*
 Subdivision Certificate no.: *6933/2004*
 File no.: *003/1394*

Note:
 When this plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable.
 REGISTRAR'S REFERENCE: 272250P "CHECKLIST"



Plan Drawing only to appear in this space

DP1069387

Registered: *[Stamp]* 24.6.2004
 CA: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: *U9153-52*
V9152-54
 Last Plan: DP 1041552

PLAN OF SUBDIVISION OF
 LOT 1 IN DP 13012

L.C.A.: HOLROYD

Suburb/Locality: SOUTH WENTWORTHVILLE

Parish: ST JOHN
 County: CUMBERLAND

Survey Certificate Sample Regulation 2001
 1. DAMIAN JOSEPH MAJURE
 2. MICHAEL LOONLEY & ASSOCIATES
 3. JOHN...
 4. JOHN...
 5. JOHN...
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 97. JOHN...
 98. JOHN...
 99. JOHN...
 100. JOHN...

Plans used in preparation of survey/compilation:
 D.P. 1041552
 D.P. 13012
 D.P. 13012
 D.P. 406503

PLANS FOR USE ONLY for statements of intention for subdivision. This plan is subject to the provisions of the Environmental Planning and Assessment Act 1979 and the provisions of the Environmental Planning and Assessment Regulation 2001. It is intended to create:
 1. POSITIVE COVENANT
 2. POSITIVE COVENANT

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP73492

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919, and Section 7(3) of the Strata Schemes (Freehold Development) Act, 1973.

Lengths are in metres (Sheet 1 of 3 sheets)

Plan: Plan of Subdivision of Lot 1 in DP..1069397..... covered in Strata Certificate No...6964/2005

Full name and address of the owner of the Land J & P (NSW) PTY LIMITED
C/- Sanford Legal Level 2,
37 Bligh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Restriction on use under Section 88E of the Conveyancing Act, 1919	Each Lot and Common Property	Holroyd City Council
2	Positive Covenant under Section 88E of the Conveyancing Act, 1919	Each lot and Common Property	Holroyd City Council

Part 2 (Terms)

1. Terms of Restriction on use numbered 1 in the plan.

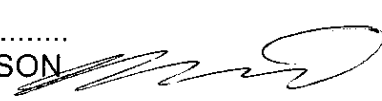
The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system which is constructed on the lot(s) burdened without the prior consent in writing of Holroyd City Council. The expression "on site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system".

NAME OF AUTHORITY having the power to release, vary or modify the Restriction numbered one in the plan.

HOLROYD CITY COUNCIL

Executed by WILLIS & BOWRING MORTGAGE INVESTMENTS LIMITED ACN 089 265 127 in accordance with the provisions of Section 127 of Corporations Law, 2001 in the presence of:-


.....
GENERAL MANAGER/AUTHORISED PERSON



LOU POLITO
Director



RON TOSOLINI
Director

Lengths are in metres

(Sheet 2 of 3 sheets)

Plan:

Plan of Subdivision of Lot 1 in
DP.106.9347..... covered in
Strata Certificate No...69.64.1.2005

SP73492

PART 2 Terms Cont'd


2. Terms of Positive Covenant numbered 2 in the plan.

1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:
 - a) keep the system clean and free from silt, rubbish and debris;
 - b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner;
 - c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant;
 - d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
 - e) Refer to the Maintenance Schedule and the Council Approved Stormwater plans as appendix to items (a) and (b) mentioned above.

2. Pursuant to Section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
 - i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.d) above.
 - ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - a) Any expense reasonably incurred by it in exercising its powers under subparagraph i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of authority having the power to release, vary or modify the Positive Covenant numbered two (2) to is Holroyd City Council.

HOLROYD CITY COUNCIL


.....
~~GENERAL MANAGER/AUTHORISED PERSON~~

Ref: 227226SP-88B22Dec

Executed by WILLIS & BOWRING MORTGAGE INVESTMENTS LIMITED ACN 089 265 127 in accordance with the provisions of Section 127 of Corporations Law, 2001 in the presence of:-


LOU POLITO
Director


RON TOSOLINI
Director

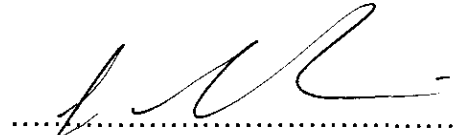
Lengths are in metres

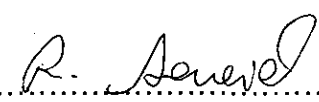
(Sheet 3 of 3 sheets)

Plan of Subdivision of Lot 1 in
DP 106 9387 covered in
Strata Certificate No...6964/2005

SP73492

Executed By
The Common Seal of
J & P (NSW) PTY Limited (ACN 100 792005)
Was hereunto affixed by resolution
Of the Directors in the presence of
provisions of the Corporations Law

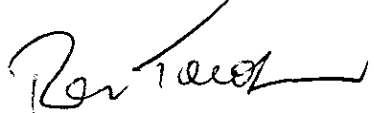

.....
DIRECTOR JOHN BOUCHAHINE


.....
SECRETARY
ROZAL SAVVID.

.....
WITNESS

Executed by WILLIS & BOWRING MORTGAGE
INVESTMENTS LIMITED ACN 089 265 127 in
accordance with the provisions of Section 127
of Corporations Law, 2001 in the presence of:-


LOU POLITO
Director


RON TOSOLINI
Director


.....
GENERAL MANAGER/AUTHORISED PERSON

Ref: 227226SP-88B22Dec





MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

B 28 933 U



B 28 933 U

C206238

12/6
1/12/6

(Trusts must not be disclosed in the transfer.)

I, THE GREENACRE PARK LIMITED (In Liquidation)

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND FORTY POUNDS (£140/-) (the receipt whereof is hereby acknowledged) paid to it by

JOHN MACDONALD of Sydney, Storeman,

(herein called transferee)

do hereby transfer to the said transferee

ALL the Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	St. John	Part Being Lot one (1) of, Worthwhile Estate as shown in Deposited Plan No. 13012.	3497	3

AND the Transferor hereby for himself his executors, administrators and assigns and so as to bind, not only himself his executors, administrators and assigns but also the said piece of land herebefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns

that the Transferee or his executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than

AND that on the erection of any such building, the said land shall be fenced. AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 88 of the Conveyancing Act of 1919-1930 IT IS HEREBY FURTHER AGREED AND DECLARED THAT:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 13012 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified by or with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO:

Signed at THE COMMON SEAL OF THE GREENACRE PARK LIMITED (In Liquidation) was hereunto affixed by SIR ARTHUR RICKARD the duly appointed Liquidator thereof this twenty-fifth day of September 1933 in the presence of:
Signed

the day of

Sir Arthur Rickard
Liquidator. Transferor.



J. J. Bruce

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Stephen J. McNamee
145 Bakery Road, Randwick,
New Sydney.

John Macdonald
Transferee.

Check of description for production of instrument
8/9/33

CERTIFICATE OF TITLE PARTIALLY CANCELLED
SERVING AS ABOVE

13012

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19____.
 Signed at the place and on the date above-mentioned, in the presence of—

i This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY 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.

k May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of
 Acres 1 roods 22 1/2 perches.
 Lot 1 D.P. 13012
 (Jersey Rd)
 Municipality _____
 Parish _____ County _____
 (subject to covenant)
 John MacDonald Transferee.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol 49 Fol 3
 the 10th day of October 1933,
 at _____ minutes 12 o'clock in the _____
 _____ Registrar-General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch
Received from Records
Draft written	...	3/10/33
Draft examined	...	2/10/33
Diagram prepared	...	5/10/33
Diagram examined	...	6/10/33
Draft forwarded	...	6/10/33
Supt. of Engrossers	...	12/10
Cancellation Clerk
VOL. 4596 Fol. 68		
Diagram Fees
Additional Folios

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of 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.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

(Sheet 1 of 3 sheets)

DP1069387

Plan of Subdivision of Lot 1 in
DP13012 covered in Subdivision
Certificate No.....6932/2004....

**Full name and address
of the owner of the Land**

J & P (NSW) PTY LIMITED *ACN 100 792 005*
C/- Sanford Legal Level 2,
37 Bligh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Positive Covenant	1	Holroyd City Council
2	Positive Covenant	1	Holroyd City Council

Part 2 (Terms)

1. Terms of Positive Covenant numbered one (1) in the plan.

The registered proprietor of Lot one (1) will provide temporary access to Jersey road until such time as Hereford Place is extended through to Jersey Lane/Hampden Road. The registered proprietor of Lot 1 shall also install a suitable barrier along the common boundary of Lot 1 and 2 within the driveway of Lot 1 preventing through access from Jersey Road to Hereford Place until such time as Hereford Place is extended through to Jersey Lane/Hampden Road.

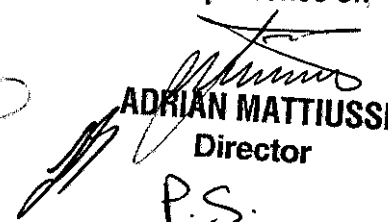
NAME OF AUTHORITY having the power to release, vary or modify the Restriction numbered one in the plan.

HOLROYD CITY COUNCIL

Executed by WILLIS & BOWRING MORTGAGE INVESTMENTS LIMITED ACN 089 265 127 in accordance with the provisions of Section 127 of Corporations Law, 2001 in the presence of:-


.....
GENERAL MANAGER/AUTHORISED PERSON

LOU POLITO
Director


ADRIAN MATTIUSSI
Director
P.S.

Lengths are in metres

(Sheet 2 of 3 sheets)

Plan of Subdivision of Lot 1 in
DP13012 covered in Subdivision
Certificate No.....6932/2004....

DP1069387

PART 2 Terms Cont'd

2. Terms of Positive Covenant numbered two in the plan.

Within 60 days written notice being received from Council that the Hereford place extension is trafficable, as described in the aforementioned position covenant, visitor carspace number 2 shall be relocated to the location shown in Landscape plan number 20130A dated October 2002 by Nayef Taouk and the landscape strip shall be reinstated as per the above mentioned Landscape plan.

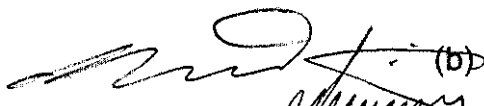
Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

(i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above

(ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

Executed by WILLIS & BOWRING MORFITT
(INVESTMENTS LIMITED ACN 089 265 127)
in accordance with the provisions of Section 127
of Corporations Law, 2001 in the presence of:-


LOU POLITO
Director


ADRIAN MATTIUSSI
Director

(b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of authority having the power to release, vary or modify the Positive Covenant numbered two to is Holroyd City Council.

HOLROYD CITY COUNCIL


.....
GENERAL MANAGER/AUTHORISED PERSON



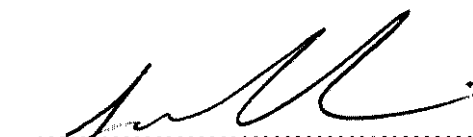
Lengths are in metres


(Sheet 3 of 3 sheets)

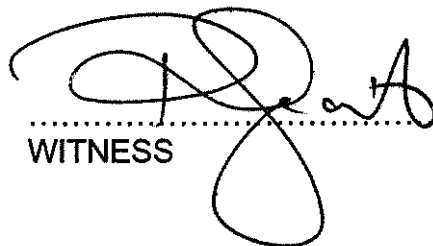
Plan of Subdivision of Lot 1 in
DP13012 covered in Subdivision
Certificate No.....6932/2004.....

DP1069387

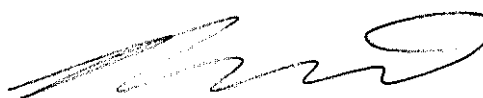
~~The common Seal of
J & P (NSW) PTY Limited ACN 100 792 005
Was hereunto affixed by resolution
Of the Directors in the presence of~~



.....
DIRECTOR
JOHN BOUCHARAINE


.....
SECRETARY DIRECTOR
PIERRE SOUEID


.....
WITNESS

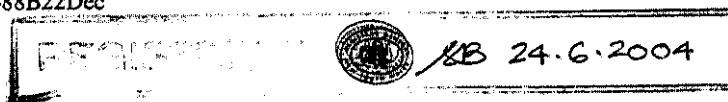
Executed by WILLIS & BOWRING MORTGAGE
INVESTMENTS LIMITED ACN 089 265 127 in
accordance with the provisions of Section 127
of Corporations Law, 2001 in the presence of:-


LOU POLITO
Director


ADRIAN MATTIUSSI
Director


.....
~~GENERAL MANAGER/AUTHORISED PERSON~~

Ref: 26124-27225JerseyRd-88B22Dec



P.S.

Lodger Details

Lodger Code 506448F
Name THOMAS MARTIN LAWYERS
Address THE KIORA CENTRE
L 4, 29 KIORA RD
MIRANDA 2228
Lodger Box 1W
Email MALCOLM@THOMASMARTINLAW.COM.AU
Reference TM23325

Land Registry Document Identification

AT369127

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP73492	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP73492
Other legal entity

Meeting Date

22/05/2023

Added by-law No.

Details Special By-Laws 1 and 2

Amended by-law No.

Details NA

Repealed by-law No.

Details NA

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP73492

Signer Name MALCOLM JAMES HINDI

Signer Organisation TMMJ GROUP PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 21/08/2023

SP73492

ANNEXURE A

BYLAWS

SP73492

20 Jersey Street, South Wentworthville 2145

Consolidated July 2023

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Req:R566026 /Doc:DL AT369127 /Rev:22-Aug-2023 /NSW LRS /Prt:1.0-Jul-2025 21:10 /Seq:3 of 18
© Office of the Registrar-General /Src:TRISearch /Ref:Pending

Residential Schemes

1. NOISE

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

2. VEHICLES

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

3. OBSTRUCTION OF COMMON PROPERTY

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

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

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

5. DAMAGE TO COMMON PROPERTY

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

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

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub-clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in sub-clause (3) that forms part of the common property and that services the lot

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

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

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

8. BEHAVIOUR OF INVITEES

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

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

10. DRYING OF LAUNDRY ITEMS

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

11. CLEANING WINDOWS AND DOORS

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

- (a) The Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) That glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owner's corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14. FLOOR COVERINGS

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

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

15. GARBAGE DISPOSAL

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16. KEEPING OF ANIMALS**Option A**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17. APPEARANCE OF LOT

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

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

18. CHANGE IN USE OF LOT TO BE NOTIFIED

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

19. PROVISION OF AMENITIES OR SERVICES

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

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the Owners Corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount of which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owner's corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

SPECIAL BY-LAW 1 – SOLAR PANEL INSTALLATION

1. Introduction

1.1 This by-law authorises Works to be conducted on Common Property by lot owners.

1.2 This by-law further grants to all lot owner(s) exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretations

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Strata Committee**" means the strata committee of the Owners Corporation.

"**Lot**" means lot within the Strata Scheme.

"**Occupier**" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"**Owner**" means the owner of the Lot and that owner's successors in title.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Strata Schemes Management Act 2015.

"**Strata Plan**" means the strata plan for the Strata Scheme.

"**Strata Scheme**" means the Strata Schema In respect of which this by-law applies.

"**Strata Legislation**" means the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes Management Act 2015

"**Works**" means the installation of solar panels on top of the roof directly above the individual Lot, in accordance with the specifications and location drawings submitted to the strata committee, including the installation of such-wiring, pipes and-conduits as are required for the effective use of the solar power panels by the lot owner.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and that part of the Common Property on which the Works have been installed and, when necessary, renewing or replacing any part of the Works and the Common Property on which the Works have been installed.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 request in writing the approval form from the Owners Corporation to carry out the Works and provide with the request, details and specifications of the units to be installed and location drawings, along with a signed statement that the Owner will comply with Special By-Law No. 1;

4.1.1.2 give the Owners Corporation at least 7 days' notice of the commencement of the Works once the approval has been given by the Owners Corporation to proceed with Works;

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk Insurance policy which is current and which includes public liability cover of no less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.4 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used

4.2.1.2 Quality of the Works

make certain the Works are in accordance with any specification provided to and approved by the Owners Corporation

4.2.1.3 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.4 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 8.00am -5.00pm on Monday - Friday and are not performed on weekends or public holidays,

4.2.1.6 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete and provide a signed Certificate of Compliance for the Works from the installing contractor,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 72 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once It is reasonably satisfied that the conditions of this by law have been complied with).

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works, and when necessary, renewing or replacing any part of the Works and the Common Property on which the Works have been installed no matter when such damage, renewing or replacement may become evident or necessary,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

The Owner indemnities and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Breach of this By-Law

4.6 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation require rectification of that breach, then the Owners Corporation may: -

4.6.1 rectify any such breach,

4.6.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

SPECIAL BY-LAW 2 – PERGOLA INSTALLATION – BACK YARDS

1. Introduction

1.1 This by-law authorises Works to be conducted on their own backyard by lot owners.

1.2 This by-law further grants to all lot owner(s) exclusive use of so much of the Works as comprise part of their backyards so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretations

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Strata Committee**" means the strata committee of the Owners Corporation.

"**Lot**" means lot within the Strata Scheme.

"**Occupier**" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"**Owner**" means the owner of the Lot and that owner's successors in title.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Strata Schemes Management Act 2015.

"**Strata Plan**" means the strata plan for the Strata Scheme.

"**Strata Scheme**" means the Strata Schema In respect of which this by-law applies.

"**Strata Legislation**" means the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes Management Act 2015

"**Works**" means the installation of pergola in the backyard of the individual Lot, in accordance with the specifications and location drawings submitted to the strata committee, including the installation of such-wiring, pipes and-conduits as are required for the effective use of the pergola by the lot owner.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and that part of the Common Property on which the Works have been installed and, when necessary, renewing or replacing any part of the Works and the Common Property on which the Works have been installed.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 request in writing the approval form from the Owners Corporation to carry out the Works and provide with the request, details and specifications of the units to be installed and location drawings, along with a signed statement that the Owner will comply with Special By-Law No. 1;

4.1.1.2 give the Owners Corporation at least 7 days' notice of the commencement of the Works once the approval has been given by the Owners Corporation to proceed with Works;

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractor's all risk Insurance policy which is current and which includes public liability cover of no less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, and

4.1.1.4 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used

4.2.1.2 Quality of the Works

make certain the Works are in accordance with any specification provided to and approved by the Owners Corporation

4.2.1.3 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.4 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.5 Times for Renovations

ensure that the Works are only carried out between the hours of 8.00am -5.00pm on Monday - Friday and are not performed on weekends or public holidays,

4.2.1.6 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete and provide a signed Certificate of Compliance for the Works from the installing contractor,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 72 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once It is reasonably satisfied that the conditions of this by law have been compiled with).

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works, and when necessary, renewing or replacing any part of the Works and the Common Property on which the Works have been installed no matter when such damage, renewing or replacement may become evident or necessary,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

The Owner indemnities and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Breach of this By-Law

4.6 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation require rectification of that breach, then the Owners Corporation may: -

4.6.1 rectify any such breach,

4.6.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

4.6.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

4.7 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this bylaw.

Approved Form 23

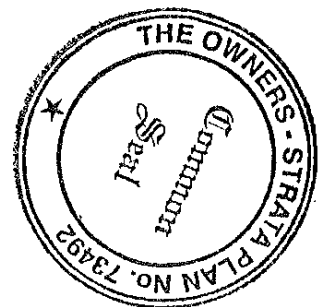
Attestation

The seal of The Owners - Strata Plan No 73492 was affixed on [^] 10/8/23 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Handwritten Signature] Name: RAY GABRIEL Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date



Approved Form 10

Certificate re Initial Period

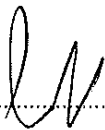
The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 73492 was affixed on 26/07/2023 in the

presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Ray Gabriel Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

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

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

Created 2016



CUMBERLAND
CITY COUNCIL

APPLICANT: Infotrack
Gpo Box 4029
SYDNEY NSW 2000

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property: 5/20 Jersey Road SOUTH WENTWORTHVILLE NSW 2145
Title: Lot 5 SP 73492
Land No: 113995
Certificate No: PC2025/3360
Certificate Date: 11/07/2025
Applicant's Ref: Pending

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome Belong Succeed

SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1 - Names of relevant planning instruments and DCPs**1. *The following environmental planning instruments apply to the carrying out of development on the land:***

Cumberland Local Environmental Plan 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resource and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Housing) 2021

The following development control plan apply to the carrying out of development on the land:

Cumberland Development Control Plan 2021

2. *The following proposed environmental planning instruments and development control plans apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

No proposed environmental planning instruments apply

No proposed development control plans apply

In this item - 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 planning instruments**1. (a) *Zoning details in the environmental planning instruments identified in ITEM 1(1) above*****Zone R3 Medium Density Residential****1. Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

- To ensure that non-residential land uses are located in a setting that minimises impacts on the amenity of a medium density residential environment.
- To encourage residential development that maintains the amenity of the surrounding area.

2. Permitted without consent

Home occupations

3. Permitted with consent

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

4. Prohibited

Any other development not specified in item 2 or 3

(b) Additional permitted uses

No additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).

(e) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(f) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the proposed environmental planning instruments identified in ITEM 1(2) above

No draft zoning applies to the land

(b) Additional permitted uses

No draft additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

(e) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(f) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

ITEM 3 - Contributions plans

1. The name of the contributions plan applying to the land is:

Cumberland Local Infrastructure Contributions Plan 2020

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

2. The name of the draft contributions plan applying to the land is:

No draft contributions plan applies.

ITEM 4 - Complying Development Exclusions

Is the land, land on which complying development may be carried out under 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

Yes, under the Housing Code complying development may be carried out on the land.

Note: The land is within former Holroyd City. There is a variation to the Housing code in former Holroyd City land as it is listed in Schedule 3 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Please refer to Schedule 3 - Cumberland/Parramatta (formerly Holroyd City) for further details.

Rural Housing Code

Yes, under the Rural Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Industrial and Business Alterations Code

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Industrial and Business Buildings Code

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Yes, under the Agritourism and Farm Stay Accommodation Code complying development may be carried out on the land.

ITEM 5 - Exempt Development Exclusions

Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Yes

ITEM 6 - Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

In this item –

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

Does an environmental planning instrument, or proposed environmental planning instrument referred to in item 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

ITEM 8 – Road widening and road realignment

Is the land affected by any road widening or road realignment under:

- (a) *Division 2 of Part 3 of the Roads Act 1993; or*
(b) *Any environmental planning instrument; or*
(c) *Any resolution of the Council?*

No

ITEM 9 - Flood related development controls information

1. *Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.*

Yes

2. *Is the land or part of the land between the flood planning area and the probable maximum flood (PMF) and subject to flood-related development controls.*

No

In this item-

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

ITEM 10 - Council and other public authority policies on hazard risk restrictions

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No, see below
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No, see below
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

Acid Sulphate Soils: Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to Cumberland Local Environmental Plan 2021 Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

Salinity: Council has not adopted a policy on Salinity, however Salinity have been mapped (refer to Cumberland Local Environmental Plan 2021 Salinity Maps). Clause 6.9 of the LEP states that Salinity must be considered prior to the approval of the development if the land is identified in the Salinity Map.

(b) Whether or not the land is affected by a policy adopted by another public authority (if the public authority has notified the council that the policy will be included in a planning certificate issued by the council) that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

ITEM 11 - Bush fire prone land

None of the land is bush fire prone land.

ITEM 12 - Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No. Contact NSW Fair Trading for more information.

ITEM 13 - Mine subsidence

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

No

ITEM 14 - Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 15 - Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 16 - Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?

No

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

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

No

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

ITEM 18 - Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that 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?

No

ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

ITEM 20 - Western Sydney Aerotropolis

State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis does not apply to the land.

ITEM 21 - Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions from a development consent (granted after 11 October 2007) in relation to the land that are of the kind set out in clause 88(2) of the Policy.

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the State Environmental Planning Policy (Housing) 2021.

ITEM 22 - Site compatibility certificates and development consent conditions for affordable rental housing.

1. *Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land?*

No

2. *If of State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions from a development consent in relation to the land that are of the kind set out in clause 21(1) or 40(1) of the Policy.*

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the State Environmental Planning Policy (Housing) 2021.

3. *Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?*

Conditions from a development consent are registered on title if they are of a kind set out in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009.

In this item –

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

ITEM 23 - Water or sewerage services

Are water or sewerage services provided or are to be provided to the land under the Water Industry Competition Act 2006.

No

Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).

At the date of this certificate, is the land (or part of the land) to which this certificate relates to:

(a) *Significantly contaminated land within the meaning of the CLM Act?*

No

(b) *Subject to a management order within the meaning of the CLM Act?*

No

(c) *Subject to an approved voluntary management proposal within the meaning of the CLM Act?*

No

(d) *Subject to an ongoing maintenance order within the meaning of the CLM Act?*

No

(e) *Subject to a site audit statement?*

No

Note: This information was sourced from the record under section 58 of the Contaminated Land Management Act 1997. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land*.

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

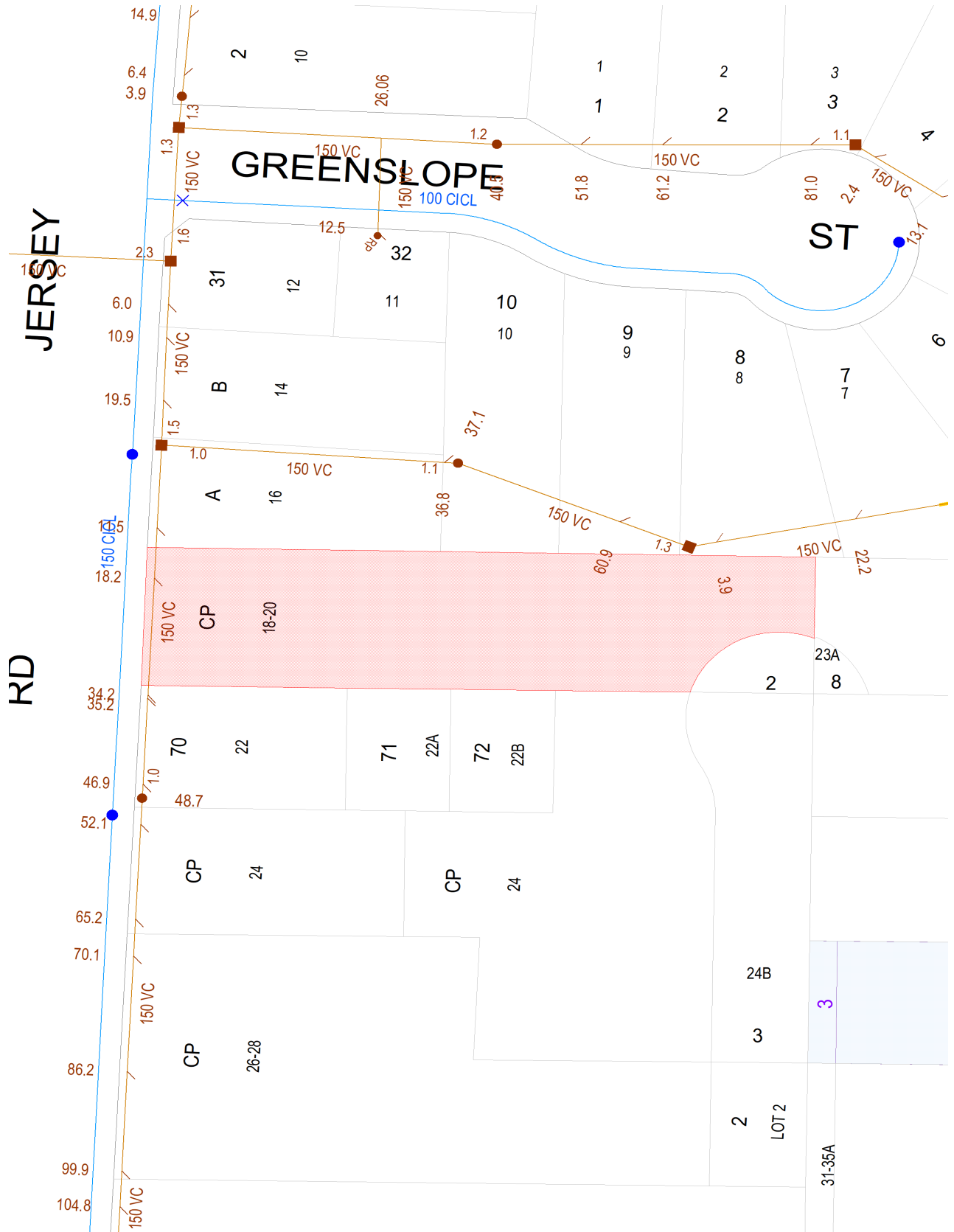
When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Peter J. Fitzgerald
GENERAL MANAGER

Service Location Print
Application Number: 8004452301



Document generated at 11-07-2025 08:01:56 AM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

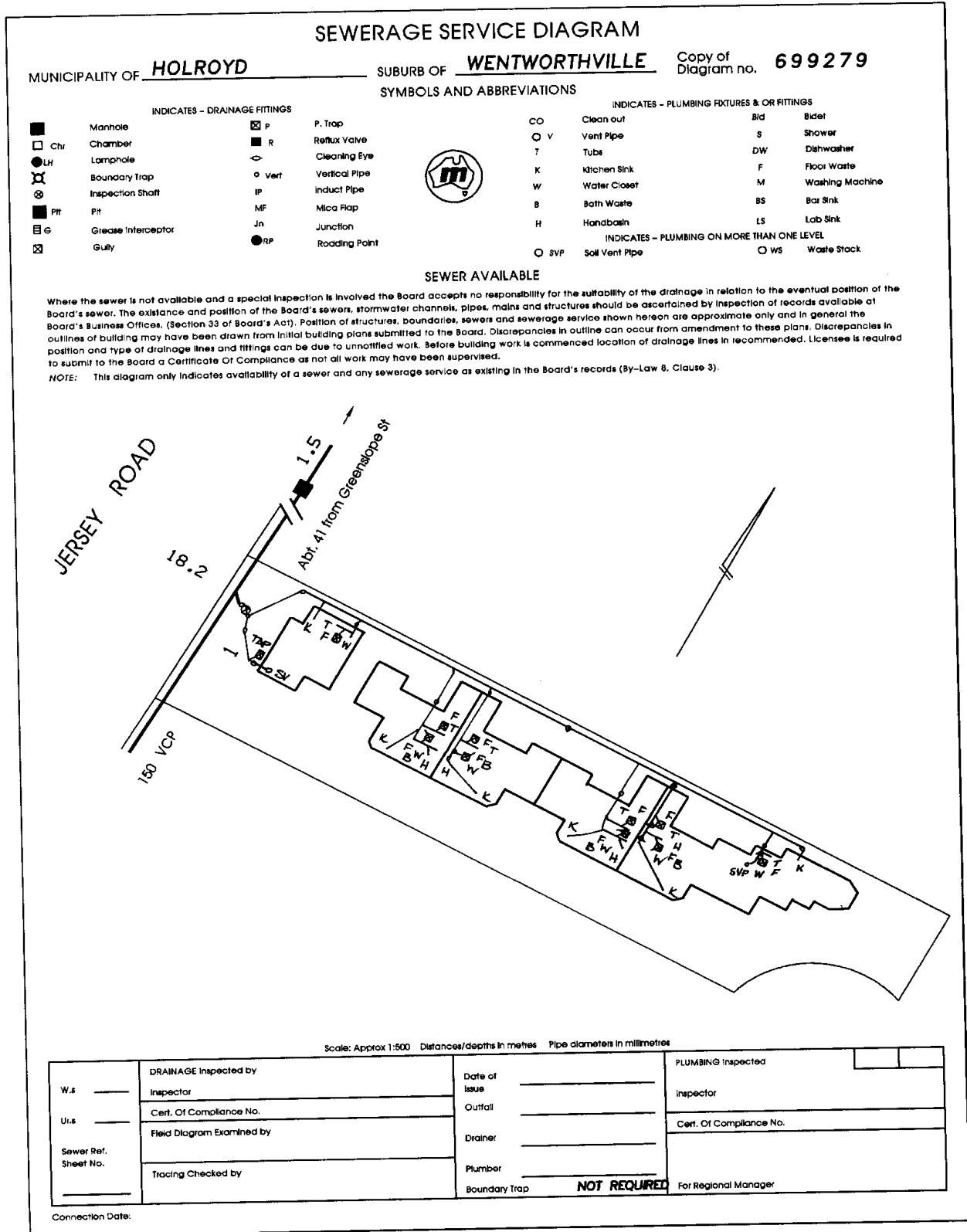
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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Sewer Service Diagram

Application Number: 8004452302



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**.