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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**My Property Sydney** **111G Midson Road, Epping NSW 2121** **Email: peter@mypropertysydney.com.au**	**Phone: 02 9868 4888** **Ref: Peter Horozakis**
co-agent		
vendor	**Corpnet Pty Ltd ACN 091 978 586 ATF The Whites Superannuation Fund** **7 Alinda Close, Middle Dural NSW 2158**	
vendor's solicitor	**Impact Conveyancing Pty Ltd** **Unit 1, 4 Solander Road, Kings Langley NSW 2147** **PO Box 987, Kings Langley NSW 2147** **Email: renee@impactconveyancing.com.au**	**Phone: (02) 9624 8749** **Ref: RO:KH:26695**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**12/14-16 Ross Street, Gladesville NSW 1675** **Lot 12 in Strata Plan 12901** **Folio Identifier 12/SP12901**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☐ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☐ clothes line	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$**_____	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by Corpnet Pty Ltd ACN 091 978 586 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person Director _____ Office held _____ Signature of authorised person _____ Name of authorised person Director _____ Office held	**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☐ NO ☐ yes
Nominated *Electronic Lodgment Network* (*ELN*) (clause 4):	PEXA
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

Bright & Duggan Strata Management
PO Box 281, Crows Nest NSW 1585
Email: customercare@bright-duggan.com.au Tel: 02 9902 7100

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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.

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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, 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 to resolve the dispute 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.

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. 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 Australian Taxation Office.

13 From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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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 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 contract or management 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 s174 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.

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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.

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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 earnt 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 whatever is reasonably necessary 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.

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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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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.

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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.

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SPECIAL CONDITIONS

33. Definitions and Interpretation

33.1 In this Contract:

Attached Requisitions means **the form of requisitions** attached to this Contract;

Authority means any government, local government, semi- government, statutory or planning authority, including, without limitation, the Owners Corporation, the Land Property Information and the Council;

Disclosure Material means the disclosure material attached to this Contract;

Guarantee means the form attached hereto; and

Property means the property described on the front page of this Contract.

33.2 In the event that one or more of the provisions herein contained or any part therefore shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In the event of any conflict between the provisions these additional clauses and those contained in the printed conditions to this Contract, the additional clauses shall apply.

33.3 Clause headings are intended only to facilitate the reading of this Contract and are of no effect in relation to the interpretation of this Contract or of any of the provisions expressed or implied in this Contract.

34. Amendments to Printed Form

34.1 For all purposes of this Contract, the terms of the printed contract to which these clauses are annexed are amended as follows:

34.1.1 Clause 2.9 - insert at the end of this clause "if this contract is completed, and otherwise to the party entitled to the deposit";

34.1.2 Clause 7.1.1 – substitute “1%” in place of “5%”;

34.1.3 Clause 7.2.1 – substitute “1%” in place of “10%;

34.1.4 Clause 10.1.4 is amended by inserting the words ‘and/or mechanical breakdown’ after the word ‘tear’;

34.1.5 Clause 14.4.2 is deleted;

34.1.6 Clause 18.8 is added ‘The purchaser cannot make any objection, requisition, claim or delay settlement after entering into possession of the property’;

34.1.7 Clause 18.9 is added ‘Should the purchaser take possession, no tenancy whatsoever shall be deemed to have been created’;

34.1.8 23.6.1 – for the words “even it if is payable by instalments” substitute “but if it is payable by instalments, the Vendor shall be liable only for instalments payable prior to the Date of this Contract”;

34.1.9 Clause 23.9 is deleted;

34.1.10 Clause 23.13 substitute “3” days for “7” days;

34.1.11 Clause 23.14 substitute “3” days for “7” days;

34.1.12 Clause 25.2 is deleted;

34.1.13 Cause 31.2 substitute “5” days for “2” days;

34.1.14 Clause 28 – delete entirely; and

34.1.15 Clause 29 - delete entirely.

35. Representations, Warranties and Acknowledgments

35.1 The parties acknowledge and agree that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the Contract date, notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution of this Contract.

35.2 The Purchaser acknowledges and agrees that in entering this Contract the Purchaser does not rely on any warranty or representation made by the Vendor or any person on behalf of the Vendor except as expressly provided in this Contract or as otherwise implied in this Contract by legislation.

35.3 The Purchaser acknowledges and agrees that the Purchaser has relied entirely on the Purchaser's own enquiries relating to, and inspection of, the Property including, but without limitation to:

35.3.1 the particular use or otherwise to which the Property may be put (including any restrictions applying to that use);

35.3.2 any financial return or income to be derived therefrom;

35.3.3 any service or proposed service to the Property (“service” shall mean and include any water supply, sewerage, drainage, gas, electricity, telephone or other service), being a joint service with another lot, the pipes or connections for or related to any service to the other lots passing through the Property or the pipes or connections of any Authority responsible for the provision and maintenance of any service passing through the Property;

35.3.4 any inclusions, furnishings and chattels passing with the Property; and

35.3.5 The Purchaser acknowledges and warrants that it has inspected and found satisfactory or has had adequate opportunity to inspect the Disclosure Material and cannot make a claim, objection or requisition or rescind or terminate in respect of anything contained in or referred to by it or arising out of it.

35.4 Without limitation to any other provision in this Contract, the Purchaser confirms, warrants and acknowledges to the Vendor that:

35.4.1 the Purchaser has undertaken its own investigations and enquiries in respect of the Property prior to entering into this Contract and any material or information provided or made available by or on behalf of the Vendor has been provided for the purpose of assisting the Purchaser in determining the direction of its own independent enquiries into, and independent assessment of the Property, and prior to entering into this Contract the Purchaser has satisfied itself with respect of all matters relating or arising out of those investigations and enquiries and has relied entirely upon its own enquiries and inspections in respect of the Property; and

35.4.2 the Purchaser will not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this Contract as a direct or indirect result of the investigations, enquiries or disclosure referred to in this clause.

36. State of Repair etc. of Property

36.1 The Purchaser cannot make any requisition or claim for compensation in respect of, or by reason of, any of the following matters:

36.1.1 the state of repair or condition of the Property;

36.1.2 the state of repair or condition of any service to and on the Property;

36.1.3 the presence of any sewer, manhole or vent on the Property; and

36.1.4 any latent or patent defect in the Property.

36.2 The Purchaser acknowledges that they are purchasing the property in its present condition and state of repair, including any holes or marks as a result of the removal by the Vendor of picture frames, paintings, hanging mirrors, television brackets, dryer brackets, etc and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to, or insured under, the Building Services Corporation Act, 1989, and the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters.

36.3 Mechanical breakdown
Despite any other term of this contract, the Vendor will not be required to carry out repair or replacement of any chattels, fixture or fitting due to any mechanical breakdown.

37. Capacity

Without affecting any other right of the Vendor, if any Purchaser:

37.1 being an individual:

37.2.1 dies; or

37.2.2 is declared bankrupt; or

37.2.3 becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs

the Vendor can rescind; or

37.2 being a company:

37.2.1 resolves to go into liquidation;

37.2.2 has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;

37.2.3 enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act 2001 or any similar legislation; or

37.2.4 has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed

the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor can terminate.

38. Completion

38.1 Completion of this Contract will take place on the Completion Date.

38.2 If completion does not take place on the Completion Date then:

38.2.1 either the Vendor or the Purchaser, not being otherwise in default, may fix a date for completion by serving written notice ("Notice") to that effect and thereby making time for completion essential;

38.2.2 it is expressly agreed by the Vendor and the Purchaser that 14 days after the date of service of a Notice under the preceding subclause is reasonable and adequate time for the purposes of fixing a date for completion even though the period includes days which are not business days;

38.2.3 if completion did not take place for any reason, not attributable to the Vendor, without prejudice to all other remedies of the Vendor, on completion the Purchaser must pay to the Vendor as a genuine pre-estimate of the Vendors loss of interest on the purchase money and liability for rates and outgoings interest on the balance of the purchase money at the rate of 10% per annum calculated from (and including) the Completion Date until the date of actual completion; and

38.2.4 the Purchaser cannot require the Vendor to complete this Contract unless interest due pursuant to the preceding subclause is paid to the Vendor on the Completion Date and it is an essential term of this Contract that the interest is so paid.

38.3 If a scheduled settlement does not take place due to the default of the purchaser, or his mortgagee, then the purchaser shall pay to the vendor by way of adjustment on settlement, the sum of $330.00 (GST inclusive) as a reimbursement of costs incurred as a result of rearranging settlement, and such amount will be payable on each occasion that settlement is rearranged.

38.4 The parties agree that settlement of this matter is to occur online electronically through the electronic Workspace provider known as Property Exchange Australia Ltd (PEXA). Should the Purchaser require a Manual transaction pursuant to condition 30, the Purchaser shall pay to the Vendor an amount of $165.00 (inclusive of GST) on settlement, being an additional legal cost incurred by the Vendor as a consequence of the Purchaser not settling the matter electronically, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

38.5 The Purchaser agrees that should the Vendor serve Notice in accordance with this clause, the Purchaser shall pay to the Vendor on the Completion Date, in addition to the balance of purchase money and any other adjustments payable under this Contract, the sum of Four Hundred and Forty dollars ($440.00, incl GST), being a genuine pre-estimate of the additional costs and damages attributable to the issue of such notice. The Purchaser acknowledges that payment of such sum is an essential term of this Contract.

38.6 A party may at any time withdraw any notice served by that party under this clause without prejudice to the right of that party to serve any further such notice.

38.7 It is an essential provision of this Contract that completion take place by 5.00 pm on essential date, unless otherwise agreed between the parties.

38.8 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly adjusted or calculated, overlooked or made erroneously, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

39. Real Estate Agent Warranty

39.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor, or the property, by or through the medium of a real estate agent, an employee of a real estate agent, or a person having a connection with a real estate agent, other than the agent, if any, named such in this contract.

39.2 The Purchaser must at all times indemnify the Vendor against any claim for commission made by any person other than the Vendor's agent, arising out of a breach of the warranty in Special Condition 39.1 and all action proceeding an expenses arising out of any such claim including all legal fees and disbursements.

39.3 This clause shall not merge on completion.

40. Guarantee of Corporate Purchaser

40.1 If the Purchaser (or one of them) is a corporation, the Directors of the corporation warrant to the vendor that should the corporation be unable to meet its obligations under this agreement, the Directors shall be personally liable for the performance of the contract, both jointly and severally, as if they had been named as the purchaser(s) in this contract.

41. Requisitions

41.1 The Purchaser will be deemed to have made the requisitions attached to this Contract.

42. Payment of Deposit

42.1 In this clause "Bond" means the form of bond issued to the Vendor at the request of the Purchaser. Subject to subclauses below, the delivery of the Bond, upon or before the making of this Contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the deposit in accordance with this Contract.

42.2 On the Completion Date, or such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay in addition to all other monies payable under this Contract, the amount stipulated in the Bond, to the Vendor either by way of cash or unendorsed bank cheque.

42.3 If the Vendor serves on the Purchaser a notice in writing claiming forfeiture of the deposit then, to the extent that the amount has not already been paid by the party issuing the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the deposit).

42.4 The Vendor acknowledges that payment by the party issuing the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under the preceding subclause.

OR

42.5 The parties acknowledge that the Deposit payable on this Contract is 10% of the purchase price ("the Deposit").

Should the Vendor agree to accept the deposit payable on exchange of contracts by way of installment payments, the Purchaser acknowledges that the Deposit will be paid as follows:

42.5.1 as to 5% of the of the purchase price on the date of this Contract;

42.5.2 as to 5% of the purchase price on the date being the **earlier of**

(a) Completion of this contract, or

(b) Termination of this Contract.

42.6 Release of deposit

42.6.1 The deposit herein shall be released, if required, for the Vendor's use for payment of deposit monies for the purchase of real property, for payment of deposit monies for entry into a Retirement Village, for the payment of stamp duty in respect of the purchase of real property or for payment of rent and bond costs associated with a rental. The vendor warrants that, should the monies be used as deposit monies on real property, any released deposit monies will be paid into the trust account of a licensed real estate agent, solicitor or licensed Conveyancer.

42.6.2 The Purchaser provides the agent with an irrevocable authority, upon the signing of this contract, to release the deposit to the Vendors conveyancers Trust Account, for use within the Electronic Workspace at completion, such authority deemed provided after a request by the vendor conveyancers, in writing, and an undertaking that the funds are held in escrow to be disbursed only at the time of settlement.

42.7 It is an essential term of this contract that the Purchasers representative shall, prior to completion, provide to the Vendors conveyancer the Order on Agent in acceptable form. The order on Agent is deemed served when financial settlement has taken place in accordance with the Electronic Workspace.

43. Fencing

43.1 Should it be found that any fences are not erected on the true boundary of the property, or that there are give-and-take fences or that any boundary is not fenced, the Purchaser shall not be entitled to make any objection, requisition or claim or delay completion in respect thereof.

44. Building Certificate

44.1 The Vendor discloses and the Purchaser acknowledges that the Vendor does not hold a Building Certificate, pursuant to Section 10.7 of the Environmental Planning and Assessment Act 1989. The Purchaser shall be at liberty to obtain its own Building Certificate at the cost of the Purchaser.

44.2 The Vendor shall not be under any obligation to obtain a Building Certificate nor to take any action nor do anything necessary to enable the Purchaser to obtain a Building Certificate.

44.3 The Purchaser shall not object, make requisition or claim as to the Building Certificate subject to the provisions of the Conveyancing (Sale of Land) Regulation 2000 (NSW), where the Purchaser obtains a Building Certificate and that Building Certificate discloses defects, non-compliance with Work Orders or outstanding Work Orders. The Purchaser shall not be entitled to rescind this Contract, make a claim for loss, damages, compensation and / or any other relief if the Building Certificate requires a Work Order or Orders to be carried out.

45. Drainage Diagram

45.1 The Purchaser acknowledges that the drainage diagram and sewer reference sheets attached to this Contract are those currently available from the relevant authority. The Purchaser may not make any requisition or claim in respect of any matter or thing relating to the water, sewerage and drainage works that may have been installed in or carried out on the property and not shown on the drainage diagrams and sewer reference sheet attached to this Contract.

46. Christmas Holiday Period

46.1 If the completion of the Contract for Sale ("the settlement date") falls between 23 December 2026 and 8 January 2027 then both parties hereby agree the settlement date will be 15 January 2027.

46.2 Notwithstanding any other term or condition in this contract if either party serves another party with a Notice to Complete between 23 December 2026 and 8 January 2027 then both parties hereby agree that the notice is deemed to require completion by 22 January 2027.

47. Deposit payment and Cooling off Period

47.1 The Vendor(s) and the Purchaser(s) agree that for the purposes of Clause 2.3 the deposit must be paid to the deposit holder as follows.

(i) $ _____ On the date of this contract
(ii) $ _____ On or before the expiration of the Cooling off period provided for in this contract.

47.2 The Vendor(s) and the Purchaser(s) agree that the Cooling off period shall be extended until 5.00pm on the _____ ( ) business day after the date of this contract.

47.3 The Vendors and the Purchaser(s) hereby agree to exchange by way of:

(i) Ten percent (10%) Deposit Guarantee / Bond
(ii) Five Percent (5%) Deposit
(iii) Ten Percent (10%) Deposit

48. Conditions of Sale of Land by Auction

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

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

48.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

48.1.1 The Vendor's reserve price must be given in writing to the Auctioneer before the auction commences;

48.1.2 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;

48.1.3 The highest bidder is the purchaser, subject to any reserve price;

48.1.4 In the event of a disputed bid, the Auctioneer is the sole arbitrator and the Auctioneer's decision is final;

48.1.5 The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Vendor;

48.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person;

48.1.7 A bid cannot be made or accepted after the fall of the hammer; and

48.1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

48.2 The following conditions, in addition to those prescribed by subclause 48.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

48.2.1 All bidders must be registered in the bidders record and display an identifying number when making a bid;

48.2.2 Subject to subclause 48.3, the Auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the Auctioneer or any other person; and

48.2.3 Immediately before making a Vendor bid the Auctioneer must announce that the bid is made on behalf of the seller or announces "Vendor bid".

48.3 The following conditions, in addition to those prescribed in subclauses 48.1 and 48.2 are prescribed as applicable to an in respect of the sale by auction of co-owned residential property or rural land or the sale of land by a seller as executor or administrator:

48.3.1 More than on Vendor bid may be made to purchase interest of a co-owner;

48.3.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

48.3.3 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; and

48.3.4 Before that 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 12/SP12901

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2026	10:44 AM	6	13/4/2021

LAND

LOT 12 IN STRATA PLAN 12901
AT GLADESVILLE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

CORPNET PTY LTD (T AQ954241)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP12901

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

ddickatrina PRINTED ON 3/11/2026

Obtained from NSW LRS on 03 November 2026 09:46 AM AEST © Office of the Registrar-General 2026
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP12901

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2026	10:44 AM	8	1/12/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 12901
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GLADESVILLE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP12901

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 12901
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BRIGHT & DUGGAN
37-43 ALEXANDER STREET
CROWS NEST 2065

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AN96456 INITIAL PERIOD EXPIRED
3 AS672730 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 102)

STRATA PLAN 12901

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	6	2	8	3	7	4	6
5	8	6	7	7	6	8	8
9	7	10	5	11	8	12	5
13	8	14	5	15	8		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

ddickatrina PRINTED ON 3/11/2026

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* 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. Dye & Durham 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. Note: Information contained in this document is provided by Dye & Durham Solutions Pty Ltd, ABN 35 099 032 596, www.dyedurham.com.au an approved NSW Information Broker.

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the ~~*City~~ *Municipality ~~*Shire~~ of RYDE having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed
* strata plan
~~* strata plan of subdivision~~
illustrated herein.
~~*Council does not object to the encroachment of the building beyond the alignment of~~

~~*This approval is given on the condition that lot(s)~~

~~is/are subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973~~

Date 28.3.77.

Subdivision No. 411

Council Clerk

*Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

I, NORMAN LAWRENCE HAYES

of 62 ALEXANDER ST. CROWS NEST.

a surveyor registered under the Surveyors Act, 1929, hereby certify that—

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * ~~subject to subparagraphs (a) and (b)~~

*(a) except to the extent that the building encroaches on a public place;

*(b) eaves and guttering of the building encroach on land other than a public place, in respect of which eaves and guttering an appropriate easement has been created by registered †

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

Signature: Norman L. Hayes

Date: 22-2-77

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

This is sheet 1 of my Plan in 2 sheets.

PLAN OF LOTS 12 & 13 IN D.P. 499701

Mun./~~Shire~~ ~~City~~ : RYDE

Locality : GLADESVILLE

Parish : HUNTERS HILL

County : CUMBERLAND

Reduction Ratio 1: 250

Lengths are in metres (m)

STRATA PLAN 12901 (E)

Registered : 6.3.1978

C.A. : Nº411 OF 28-3-1977

Purpose : STRATA PLAN

Ref. Map : RYDE SH. 1

Last Plan : D.P.499701 (D.P.1821*)

NO15WO2N

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE REGISTERED PROPRIETORS, STRATA PLAN Nº 12901
Nº 14-16 ROSS STREET,
GLADESVILLE. 2111.

Signatures, seals and statements of intention to create easements or restrictions as to user.

The Common Seal of BERSARA INVESTMENTS PTY LIMITED was hereto affixed by resolution of the Board and in the presence of

Silberstein
Secretary

Silberstein
Director

BERSARA INVESTMENTS PTY. LIMITED Common Seal

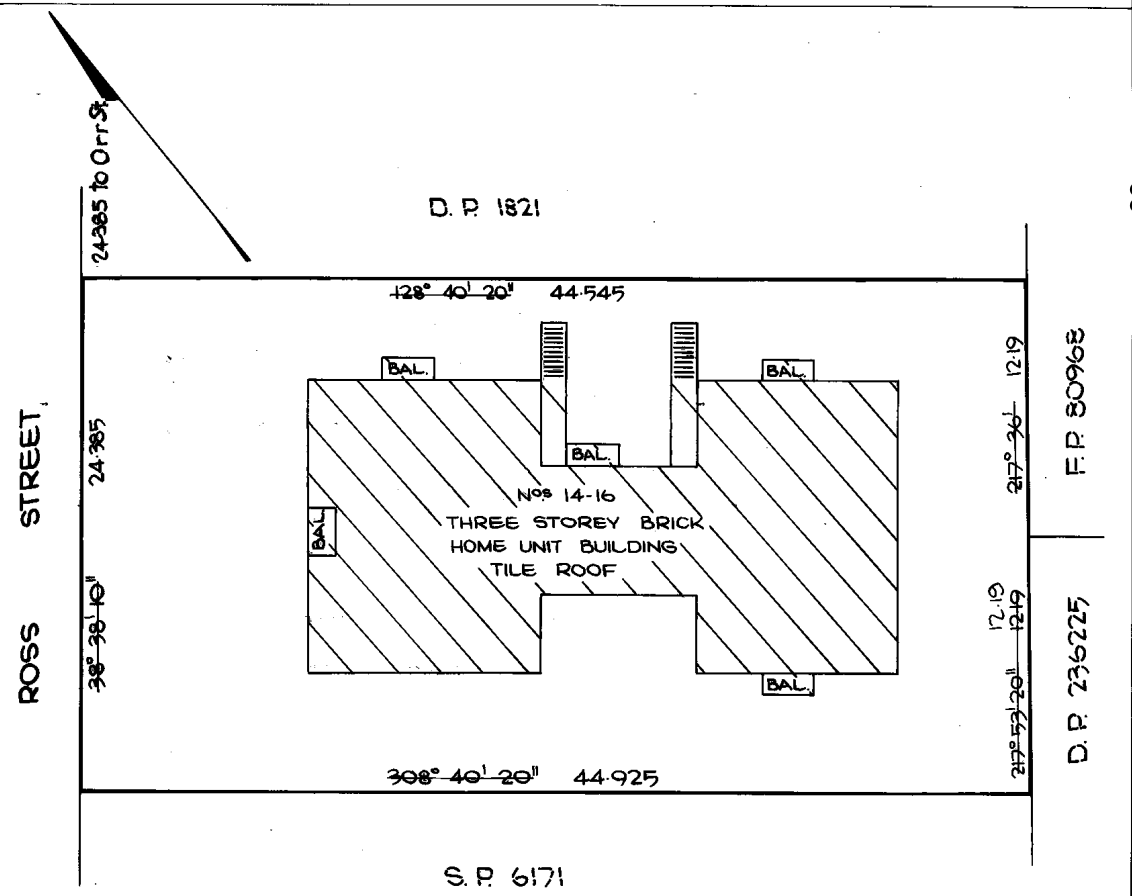
SIGNED for and on behalf of THE NATIONAL BANK OF AUSTRALASIA LIMITED by its Attorneys JAMES FRANCIS ADAMS AND William Francis Sutcliffe who are personally known to me:

Barclay J.P.

THE NATIONAL BANK OF AUSTRALASIA LIMITED by its Attorneys JAMES FRANCIS ADAMS AND WILLIAM FRANCIS SUTCLIFFE and We the said Attorneys state that We are ASSISTANT MANAGERS AT SYDNEY OFFICE of the said Bank and that We have not received any notice or information whatsoever of the revocation of the Power of Attorney dated 8th January, 1976, registered No. 167066 Miscellaneous Register by virtue of which We now execute this STRATA PLAN

Dated at Sydney this 22nd day of Sept. 1977.

J.F.Adams
W.F.Sutcliffe
Attorneys



SURVEYOR'S REFERENCE: 1379

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Req:R067505 /Doc:SP 0012901 P /Rev:19-Mar-2008 /NSW LRS /Pgs:ALL /Prt:03-Nov-2026 11:25 /Seq:1 of 2
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 2 Sheets

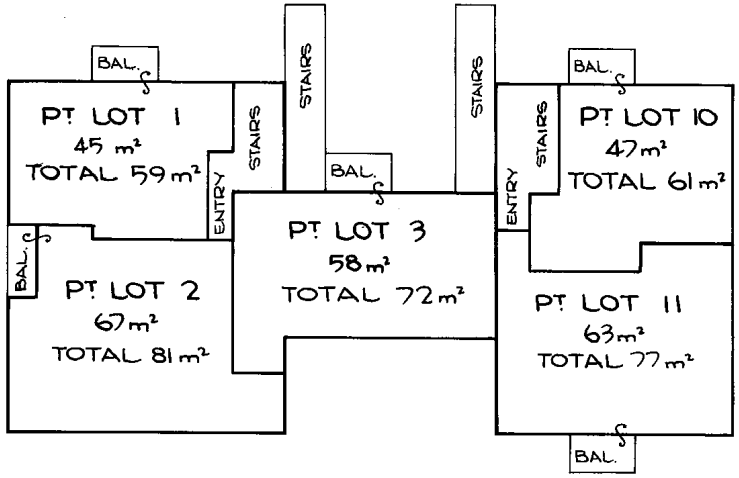
STRATA PLAN 12901

UNIT ENTITLEMENT

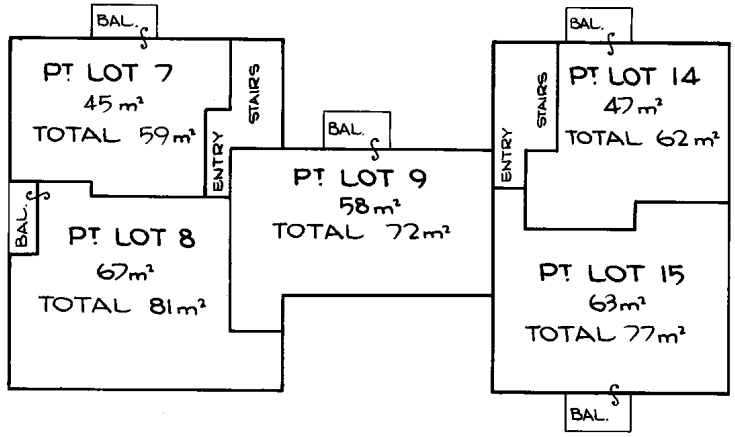
LOTS 1, 4 & 7 INCL.	UNIT ENTITLEMENT	6 EACH.
LOTS 3, 6 & 9 INCL.	" "	7 EACH.
LOTS 10, 12 & 14 INCL.	" "	5 EACH.
LOTS 2, 5, 8, 11, 13, & 15 INCL.	" "	8 EACH.

AGGREGATE: 102

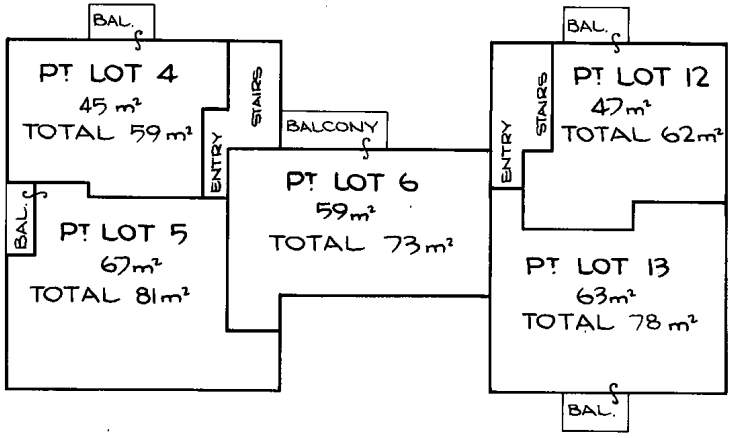
NOTES:
1. BALCONIES ARE INCLUDED IN AREAS.
2. BALCONIES ARE RESTRICTED IN HEIGHT TO THE LOWER SURFACE OF THE ADJOINING CEILING'S HORIZONTAL PROLONGATION.
3. ALL AREAS ARE APPROXIMATE.



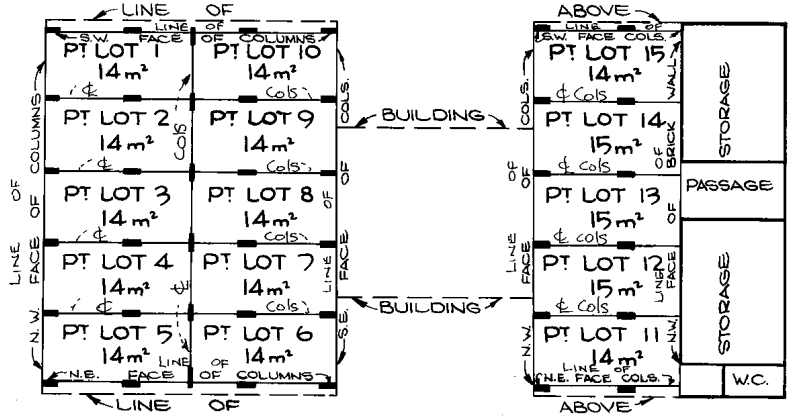
GROUND FLOOR



SECOND FLOOR



FIRST FLOOR



BASEMENT

Reduction Ratio 1:200

Lengths are in metres

Norman L. Hayes
Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 1379

OFFICE USE ONLY

S/S 10P5179.2

S/S 10P5179.2

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Req:R067506 /Doc:DL AN096456 /Rev:07-Feb-2018 /NSW LRS /Pgs:ALL /Prt:03-Nov-2026 11:25 /Seq:1 of 9
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Form: , 15CH
Release: 1·0

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AN96456L

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

(A) **TORRENS TITLE** For the common property
CP/SP12901

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
312D	LAWAGENTS 123202Y Reference: My Bylaw SP 12901	CH

(C) The Owners-Strata Plan No. 12901 certify that pursuant to a resolution passed on 28/11/2017 and

(D) in accordance with the provisions of SECTION 141 OF THE STRATA SCHEMES MANAGEMENT ACT 2015 the by-laws are changed as follows—

(E) Repealed by-law No.
Added by-law No. Special By-law 6
Amended by-law No.
as fully set out below:
Consolidated set of by-laws attached as Annexure A

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

(G) The seal of The Owners-Strata Plan No. 12901 was affixed on 25 January 2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: TREVOR BRIGHT
Authority: STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN No. 12901 Common Seal

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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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 12901 was affixed on ^ 25/01/2018 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: TREVOR BRIGHT Authority: STRATA MANAGING AGENT

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

^ Insert appropriate date
* Strike through if inapplicable.

THE OWNERS - STRATA PLAN No. 12901 Common Seal

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ANNEXURE A

REGISTERED BY-LAWS

SP 12901 – 14-16 ROSS STREET, GLADESVILLE NSW 2111

STRATA SCHEMES MANAGEMENT REGULATION 2016 (NSW) SCHEDULE 2 BY-LAWS FOR PRE-1996 STRATA SCHEMES

1 Noise

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

2 Vehicles

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

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

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

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

THE OWNERS STRATA PLAN NO. 12901 Common Seal

25/1/18

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9 Depositing Rubbish and Other Material on Common Property

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

10 Drying of Laundry Items

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

11 Cleaning Windows and Doors

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

12 Storage of Inflammable Liquids and Other Substances and Materials

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

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

13 Moving Furniture and Other Objects on or through Common Property

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

14 Floor Coverings

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

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

15 Garbage Disposal

An owner or occupier of a lot:

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

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

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

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

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

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

16 Keeping of Animals

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

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

THE OWNERS STRATA PLAN No. 1270 Common Seal

25/1/18

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17 Appearance of Lot

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

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

18 Notice-board

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

19 Change in Use of Lot to be Notified

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

Special By-Law 1 – Animals

1. By-Law 16 is repealed.

2. Subject to section 49(4) of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not, without prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

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

4. If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot, then the owner or occupier must:

   a) notify the owners corporation that the animal is being kept on the lot, and
   b) keep the animal within the lot, and
   c) carry the animal when it is on the common property,
   d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Special By-Law 2 - Carspaces

On the conditions set out in this by-law, the owner for the time being of Lot 13 ("the owner") shall have a right of exclusive use and enjoyment of the carspace designated "13 (16m^2) CS" in the plan annexed to and forming part of this by-law ("the carspace").

Conditions:

1. The owner may not use the carspace except for the purpose of parking or storing a motor vehicle and/or motorcycle.

2. Subject to condition 3, the owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the carspace, and shall keep it in clean, tidy and well-ordered condition.

3. The owners corporation must repair any damage to the structure of the floor of the carspace, except such damage as is caused or contributed to by any act or omission on the part of the owner, or an occupier of or invitee to the lot.

4. The owner must not carry out any repairs or servicing upon a motor vehicle or motorcycle within the carspace.

OWNERS - STRATA PLAN No. 12901 Common Seal

25/1/18

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5. The owner at his own expense must comply with any notice, court order or requirement of Ryde Council or other authority, Tribunal or Court having jurisdiction, relating to the carspace.

6. The owner grants full and free right for the owners corporation, and the owner, lessee and occupier of another lot in the strata scheme, or any person authorised by the owners corporation or by such owner, lessee or occupier, to pass and repass on foot at all times or from the common property storage areas through that part of lot 13 as is situated on the basement level of the building.

7. The owner must not park or stand a motor vehicle or motor cycle within that part of lot 13, or do anything else that may restrict or prevent the exercise of the rights pursuant to condition 6.

Special By-Law 3 - Storage Areas

On the conditions set out in this by-law, the owner for the time being of any of lots 1 - 15 (inclusive) shall have a right of exclusive use and enjoyment of the storage area designated in the plan annexed hereto forming part of this by-law by the number of the owner's lot ("the storage area").

Conditions:

1. The owner shall not use or permit the use of the storage area except for the purpose of storing therein the personal property of the resident of the lot.

2. The owner shall not store or allow the storage in the storage area of noxious, nauseous or dangerous objects or materials.

3. The owner must keep the storage area in clean, tidy and well-ordered condition.

4. The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the storage area and any enclosure, lock or door of the storage area.

5. The owner at his own expense shall comply with any order of Ryde Council, or other authority, Tribunal or Court having jurisdiction, relating to the storage area.

THE OWNERS - STRATA PLAN No. 12901 Common Seal

25/1/18

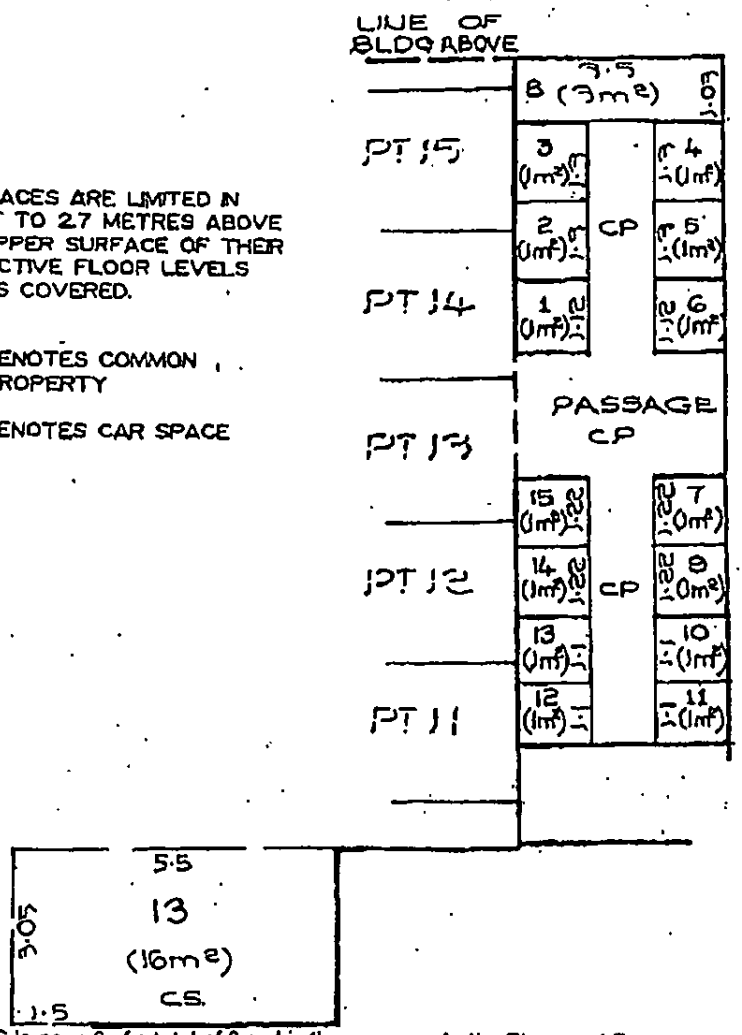
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Ref:BL/SP12901 /Src:E

SKETCH OF EXCLUSIVE USE OVER COMMON PROPERTY OF S.P. 12901 AT No.'s 14 - 16 ROSS STREET,

LOC : GLADESVILLE
L.G.A. : RYDE

1:100



CARSPACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVELS UNLESS COVERED.

C.P. DENOTES COMMON PROPERTY

C.S. DENOTES CAR SPACE

THIS is page 6 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 12901.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 12901 was affixed on the day of 2006 in the presence of

Names: Trevor Bright

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 12901 Common Seal

THE OWNERS - STRATA PLAN No. 12901 Common Seal

25/1/18

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Special By-Law 4 - Garage Doors

On the conditions set out in this by-law, the owner for the time being of any of Lots 6 - 12 (inclusive) ("the owner") shall have a special privilege in respect of the common property to install a garage door to enclose the owner's carspace, in a design and material which are the same, as far as practicable, as the design and material which are the same, as far as practical, as the design and material of the garage doors servicing the carspaces of Lots 1-5 (inclusive).

The installation of a garage door is referred to in this by-law as "the works".

Conditions:

1. Before commencing works, the owner must obtain the consent in writing of the owners corporation to the design and materials of the proposed garage door, and must furnish the owners corporation with a copy of any requisite consent to the works of the local Council.

2. The owner must undertake the works in a proper and skilful manner, using premium quality material and so as to comply with the Building Code of Australia and any pertinent Australian Standards.

3. The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the garage door enclosing his carspace.

4. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the owners corporation under Section 62(3) of the Strata Schemes Management Act 1996, the owners corporation shall continue to be responsible for the proper maintenance and keeping in state of good and serviceable repair of the common property.

Special By-Law 5 - Air Conditioning

On the conditions set out in this by-law, the owner for the time being of each lot ("the owner") shall have a special privilege in respect of the common property to install a split-system air-conditioning unit to serve the lot, and thereafter to maintain the unit.

For the purpose of this by-law:

- the works described in this by-law are referred to as "the works":
- "the unit" includes wiring, ducting, controls and other ancillary fixtures and fittings.

Conditions:

1. Before installing the unit, the owner must:
   i) provide the owners corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings and specifications; and
   ii) obtain the consent in writing of the owners corporation to the specifications, proposal location and manner of installation of the unit.

2. In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:
   i) install the compressor on the balcony of his lot;
   ii) not mount the unit on or in a wall or window;
   iii) use best-quality and appropriate materials, in a proper and skilful manner;
   iv) comply with all conditions and requirements of the local Council;
   v) comply with all instructions and recommendations of the manufacturer; and
   vi) comply with the Building Code of Australia and all pertinent Australian Standards.

3. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the owners corporation under section 62(3) of the Strata Schemes Management Act 1996, the owners corporation shall continue to be responsible for the proper maintenance and keeping in state of good and serviceable repair of the common property.

4. The owner must maintain the unit in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 5).

THE OWNERS STRATA PLAN No. 12901 Common Seal

25/1/18

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5. The owner must repair promptly any damage caused or contributed to by the unit or the works, including damage to the property of the owners corporation and the property of the owner or occupier of another lot in the strata scheme.

6. The owner must effect any necessary adjustment or modification of the unit or of its manner of installation so as to prevent the unreasonable disturbance by the unit of the owner or occupier of another lot.

7. The owner must comply at his own expense with any requirement or order of the local Council, or other authority, tribunal or Court having jurisdiction, concerning the unit.

8. The owner must dispose of run-off in compliance with any requirements of the local Council, and so as not to cause nuisance to the owner or occupier of another lot, or the owners corporation.

Special By-law 6 - Minor renovations by owners – delegation of functions

The owners corporation:

a) **Specially resolves** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the sear to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the Strata Schemes Management Act 2015 (NSW):

   Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

b) Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

THE OWNERS - STRATA PLAN No. 12901 Common Seal

25/1/18

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Lodger Details

Lodger Code	503902B
Name	BUILDING BYLAWS
Address	PO BOX 8274 BAULKHAM HILLS 2153
Lodger Box	1W
Email	SERVICES@BYLAWSASSIST.COM.AU
Reference	BLA/4950

Land Registry Document Identification

AS672730

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/SP12901	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP12901

Other legal entity

Meeting Date

08/06/2022

Repealed by-law No.	
Details	N/A
Added by-law No.	
Details	Special By-Law No.13
Amended by-law No.	
Details	N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP12901
Signer Name	SIMONE KASAD
Signer Organisation	SIMONE KASAD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	29/11/2022

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) **TORRENS TITLE**

For the common property
CP/SP12901

(B) **LODGED BY**

Document Collection Box	Name / Company / Address / E-mail / Contact Number / Customer Account Number / Reference	CODE
1W	Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153 E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/4950	CH

(C) The Owner-Strata Plan No. 12901 certify that a special resolution was passed on 8/6/2022

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No.
Added by-law No. Special By-Law No.13
Amended by-law No.
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 12901 which includes new Added Special By-law No.13 starting from Page 13 of 15 respectively.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1 .

(G) The seal of The Owners-Strata Plan No. 12901 was affixed on 29/11/2022 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 : Phillip Court
Electronic signature of me, Phillip Court, affixed by me on Nov 29 2022 08:41 AEDT

Name : Phillip Court

Authority : Strata Managing Agent



Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 12901

SP 12901 – 14-16 ROSS STREET, GLADESVILLE NSW 2111
CONSOLIDATED BY-LAWS (AN470754S)

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
   (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.

(2) 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.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 clause (1) 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 clause (1) that forms part of the common property and that services the lot.

3 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.

4 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.

5 Noise

An owner or occupier of a lot, or any invitee of 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.

6 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of 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.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
   (a) 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, and
   (b) without limiting paragraph (a), that invitees comply with clause (1).

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7 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

8 Smoke penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 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.

12 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—shared bins [applicable where bins are shared by lots]

(1) 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.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

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(3) An owner or occupier must:
  (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:
  (a) a change 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),
  (b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 1 - Animals

(1) An owner or occupier of a lot may keep a companion animal (where a companion animal is a domestic dog, cat, caged bird or aquarium fish) on the lot or the common property **with** the written approval of the owners corporation.

(2) An owners or occupiers may keep a maximum two (2) companion animals on their lot with the only exception to that maximum being that the number of fish that may be kept in one (1) aquarium on a lot is restricted only by the capacity (in litres) of that aquarium.

(3) An owners or occupiers who proposes to keep a companion animal on their lot must for each individual or different companion animal make Application in advance and in writing to the owners corporation to seek its consent, with that application including at least the following information:
  (a) In the case of occupiers (tenants), the prior written consent of the lot owner (landlord) to the keeping of a companion animal on the lot and;
  (b) for all companion animals except aquarium fish:
    (i) its Species; and
    (ii) its Breed; and
    (iii) its Name; and
    (iv) its Gender; and
    (v) a photograph sufficient for visual identification; and
  (c) for all cats and dogs
    (i) its Microchip Details / Number; and
    (ii) whether it has been spayed or neutered; and
    (iii) evidence of its current Registration with the appropriate Authority.

(4) The owners corporation must not unreasonably withhold its approval of the keeping of a companion animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(5) If an owner or occupier of a lot keeps a companion animal on the lot, the owner or occupier must:
  (a) keep the companion animal within the lot, and
  (b) supervise the companion animal when it is on the common property, and
  (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the companion animal.

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(6) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

Special By-Law - 2 Carspaces

On the conditions set out in this by-law, the owner for the time being of Lot 13 ("the owner") shall have a right of exclusive use and enjoyment of the carspace designated "13 (16m2) CS" in the plan annexed to and forming part of this by-law ("the carspace").

Conditions:

(1) The owner may not use the carspace except for the purpose of parking or storing a motor vehicle and/or motorcycle.

(2) Subject to condition 3, the owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the carspace, and shall keep it in clean, tidy and well-ordered condition.

(3) The owners corporation must repair any damage to the structure of the floor of the carspace, except such damage as is caused or contributed to by any act or omission on the part of the owner, or an occupier of or invitee to the lot.

(4) The owner must not carry out any repairs or servicing upon a motor vehicle or motorcycle within the carspace.

(5) The owner at his own expense must comply with any notice, court order or requirement of Ryde Council or other authority, Tribunal or Court having jurisdiction, relating to the carspace.

(6) The owner grants full and free right for the owners corporation, and the owner, lessee and occupier of another lot in the strata scheme, or any person authorised by the owners corporation or by such owner, lessee or occupier, to pass and repass on foot at all times or from the common property storage areas through that part of lot 13 as is situated on the basement level of the building.

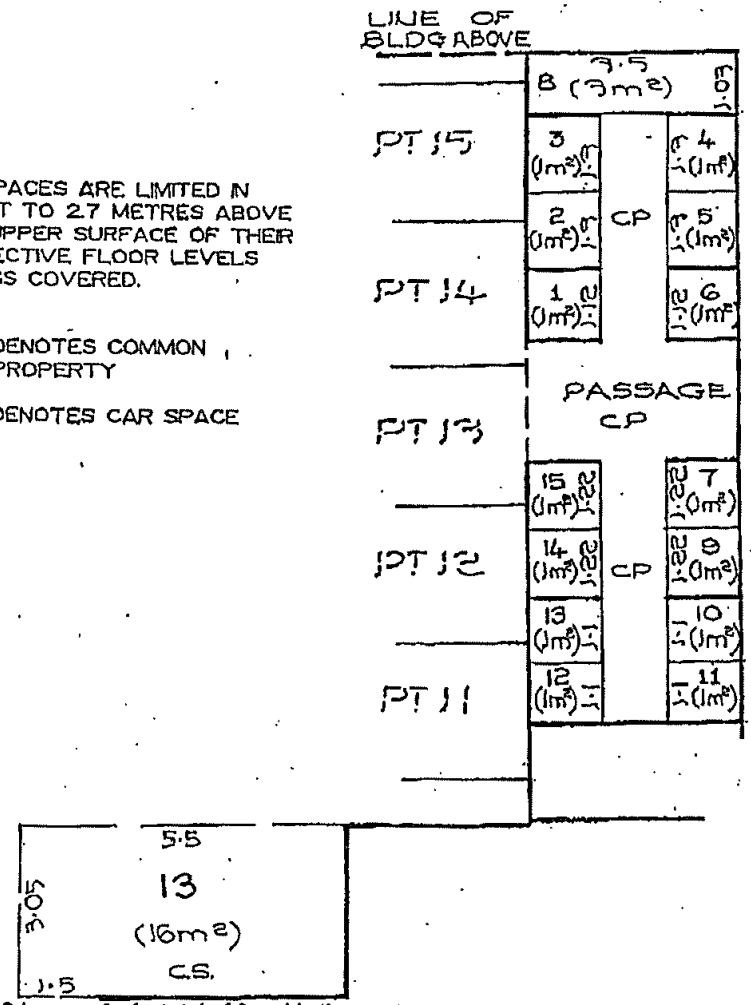
(7) The owner must not park or stand a motor vehicle or motor cycle within that part of lot 13, or do anything else that may restrict or prevent the exercise of the rights pursuant to condition 6.

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SKETCH OF EXCLUSIVE USE OVER COMMON PROPERTY OF S.P. 12901 AT No.'s 14 - 16 ROSS STREET,

LOC : GLADESVILLE
L.G.A. : RYDE

1:100



CARSPACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVELS UNLESS COVERED.

C.P. DENOTES COMMON PROPERTY

C.S. DENOTES CAR SPACE

THIS is page 6 of a total of 6 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 12901.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 12901 was affixed on the day of 2006 in the presence of

Names: Trevor Bright

Signatures:

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 12901 Common Seal

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Special By-Law 3 - Storage Areas

On the conditions set out in this by-law, the owner for the time being of any of lots 1 – 15 (inclusive) shall have a right of exclusive use and enjoyment of the storage area designated in the plan annexed hereto forming part of this by-law by the number of the owner's lot ("the storage area").

Conditions:

(1) The owner shall not use or permit the use of the storage area except for the purpose of storing therein the personal property of the resident of the lot.
(2) The owner shall not store or allow the storage in the storage area of noxious, nauseous or dangerous objects or materials.
(3) The owner must keep the storage area in clean, tidy and well-ordered condition.
(4) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the storage area and any enclosure, lock or door of the storage area.
(5) The owner at his own expense shall comply with any order of Ryde Council, or other authority, Tribunal or Court having jurisdiction, relating to the storage area.

Special By-Law 4 - Garage Doors

On the conditions set out in this by-law, the owner for the time being of any of Lots 6 – 12 (inclusive) ("the owner") shall have a special privilege in respect of the common property to install a garage door to enclose the owner's carspace, in a design and material which are the same, as far as

practicable, as the design and material which are the same, as far as practical, as the design and material of the garage doors servicing the carspaces of Lots 1-5 (inclusive).

The installation of a garage door is referred to in this by-law as "the works". Conditions:

(1) Before commencing works, the owner must obtain the consent in writing of the owners corporation to the design and materials of the proposed garage door, and must furnish the owners corporation with a copy of any requisite consent to the works of the local Council.
(2) The owner must undertake the works in a proper and skilful manner, using premium quality material and so as to comply with the Building Code of Australia and any pertinent Australian Standards.
(3) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the garage door enclosing his carspace.
(4) Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the owners corporation under Section 62(3) of the Strata Schemes Management Act 1996, the owners corporation shall continue to be responsible for the proper maintenance and keeping in state of good and serviceable repair of the common property.

Special By-Law 5 - Air Conditioning

On the conditions set out in this by-law, the owner for the time being of each lot ("the owner") shall have a special privilege in respect of the common property to install a split-system air-conditioning unit to serve the lot, and thereafter to maintain the unit.

For the purpose of this by-law:

- the works described in this by-law are referred to as "the works":
- "the unit" includes wiring, ducting, controls and other ancillary fixtures and fittings.

Conditions:

(1) Before installing the unit, the owner must:
    i) provide the owners corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings and specifications; and
    ii) obtain the consent in writing of the owners corporation to the specifications, proposal location and manner of installation of the unit.
(2) In exercising the special privilege conferred by this by-law the owner by himself, his agents, servants and contractors must:
    i) install the compressor on the balcony of his lot;
    ii) not mount the unit on or in a wall or window;
    iii) use best-quality and appropriate materials, in a proper and skilful manner;

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iv) comply with all conditions and requirements of the local Council;
v) comply with all instructions and recommendations of the manufacturer; and
vi) comply with the Building Code of Australia and all pertinent Australian Standards.

(3) Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the owners corporation under section 62(3) of the Strata Schemes Management Act 1996, the owners corporation shall continue to be responsible for the proper maintenance and keeping in state of good and serviceable repair of the common property.
(4) The owner must maintain the unit in a state of good and serviceable repair, and must renew or replace it when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of condition 5).
(5) The owner must repair promptly any damage caused or contributed to by the unit or the works, including damage to the property of the owners corporation and the property of the owner or occupier of another lot in the strata scheme.
(6) The owner must effect any necessary adjustment or modification of the unit or of its manner of installation so as to prevent the unreasonable disturbance by the unit of the owner or occupier of another lot.
(7) The owner must comply at his own expense with any requirement or order of the local Council, or other authority, tribunal or Court having jurisdiction, concerning the unit.
(8) The owner must dispose of run-off in compliance with any requirements of the local Council, and so as not to cause nuisance to the owner or occupier of another lot, or the owners corporation.

Special By-Law 6 - Minor renovations by owners – delegation of functions

The owners corporation:

(a) Specially resolves in accordance with Section 141(1) of the Strata Schemes Management Act 2015 (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar- General notification of the same in the manner contemplated by Section 141(2)(a) of the Strata Schemes Management Act 2015 (NSW):

Within the meaning of section 110(6)(b) of the Strata Schemes Management Act 2015 (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

(b) Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

Special By-Law - 7 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.

Special By-Law - 8 Garage doors

On the conditions set out in this by-law, the owner for the time being of any of Lots 14 and 15 (inclusive) ("the owner") shall have a special privilege in respect of the common property to install a garage door to enclose the owner's carspace, in a design and material which are the same, as far as practicable, as the design and material which are the same, as far as practical, as the design and material of the garage doors servicing the carspaces of Lots 1 – 5 (inclusive).

The installation of a garage door is referred to in this by-law as "the works" Conditions:

(1) Before commencing works, the owner must obtain the consent in writing of the owners corporation to the design and materials of the proposed garage door, and must furnish the owners corporation with a copy of any requisite consent to the works of the local Council.
(2) The owner must undertake the works in a proper and skilful manner, using premium quality materials and so as to comply with the Building Code of Australia and any pertinent Australian Standards.
(3) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the garage door enclosing his carspace.
(4) Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the owners corporation under Section 62(3) of the Strata Schemes Management Act 1996, the owners corporation shall continue to be responsible for the proper maintenance.

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Special By-Law 9 - Renovations

(1) All renovations must be carried out in accordance with relevant State law, local council requirements, other planning regulations and these by-laws.

(2) An owner must gain permission before undertaking any minor or major renovations (as defined in the Strata Act.

Special By-Law 10 – Smoke penetration

An owner or resident of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or resident, or any invitee of the owner or resident, on the lot does not penetrate to the common property or any other lot.

Special By-Law 11 – Lot 15 Improvements (AQ149354D)

1. This by-law confers on the Owners in respect of part of the common property:
   (a) the **special privilege** to carry out and keep the **improvements**; and
   (b) the **exclusive use** of the **Exclusive Use Area** of the common property of the Owners Corporation as a consequence of the Improvements to be made to the Owner's lot.
2. "**Owner**" means the owner or owners of Lot 15 from time to time in Strata Plan 12901.
3. "**Exclusive Use Area**" means the common property roof space comprising approximately 54.72 m2 located above Lot 15 of the registered Strata Plan (and depicted on the attached Plan marked as Annexure "A") to be for the exclusive use of Lot 15.
4. "**Improvements**" means the alterations and additions undertaken in Lot 15 by the Owner including all works incidental thereto (at the Owner's cost and to remain the Owner's fixtures that affect the common property) as described in the Plans provided to the Owners Corporation and as detailed below:
   (a) **The installation of CSR SoundScreen R3.1 thermal and noise insulation batts to the entire internal ceiling of the Lot.**
5. The Owners Corporation, under this by-law, provides its consent for the special privileges and exclusive use granted to the Owners.
6. The Owner must not carry out the Improvements except in accordance with this by-law.
7. Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in that Act.
8. In this by-law a word which denotes references to legislation includes references to amending and replacing legislation.
9. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

10. The Owner must notify the Strata Committee at least 14 days before undertaking the Improvements and be provided with the written approval from any other relevant statutory authority whose requirements apply to undertaking the works.
11. The Owners must submit to the Strata Committee the following documents relating to undertaking the Improvements:
    (a) plans and drawings;
    (b) specifications of work; and
    (c) any other documents reasonably required by the Strata Committee.
12. The Owner must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
13. The Owner must ensure that all works undertaken are professionally managed, and comply with the standards as set out in the Building Code of Australia (BCA) and any relevant AS/NZ standards current at the time the works are undertaken.

Carrying out the Improvements

14. In carrying out the Improvements, the Owner must:
    (a) protect all areas of the building outside their lot from damage;
    (b) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Strata Committee;
    (c) only make the Improvements during the hours of 7.30am – 5.00pm Monday – Friday, and 8.30am – 1.00pm on Saturdays;

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(d) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements and remove all debris resulting from making the Improvements immediately from the building; and

(e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building.

15. The Owner must ensure that the Improvements shall be done in a proper and workmanlike manner and by duly licensed insured contractors and in accordance with the specifications approved by the Owners Corporation under this by-law.

After completing the Improvements

16. The Owner must notify the Strata Committee that the works have been completed.

17. If required, the Owner must deliver to the Strata Committee any other document reasonably required by the Strata Committee in relation to the Improvements undertaken by the Owner.

Repair and Maintenance

18. The Owner must, at the Owner's cost:

(a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and

(b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

19. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

20. The Owner indemnifies the Owners Corporation against:

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements.

(b) Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owners as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

21. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Access to the Exclusive Use Area

22. The Owners Corporation may, by its agents, employees or contractors, enter the Exclusive Use Area for the purpose of carrying out repairs and maintenance works to the other parts of the common property.

23. The Owners Corporation must make the request referred to in the above paragraph 22 to the Owners with no less than 3 days' prior notice, apart from emergency situations where there is an immediate threat to safety or property damage.

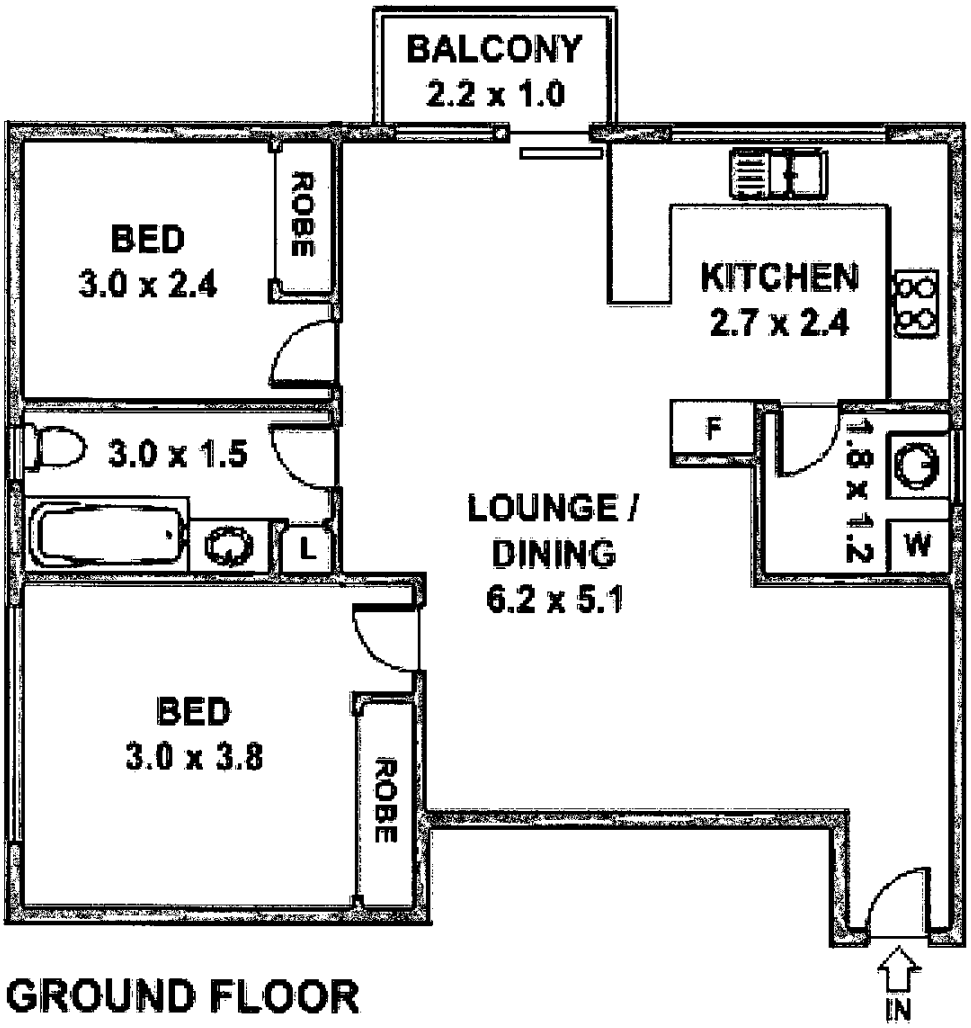
Miscellaneous

24. The Owners must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

25. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and to affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

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Annexure A to Special by-law 11 – Lot 15 – Improvements



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Special By-Law 12 – Lot 10 Improvements (AQ793282G)

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "**Owner**" means the owner or owners of Lot 10 from time to time in Strata Plan 12901.
4. "**Improvements**" means the alterations and additions undertaken in Lot 10 by the Owner including all works incidental thereto (at the Owner's cost and to remain the Owner's fixtures that affect the common property) as described in the Plans provided to the Owners Corporation and as detailed below:
   (a) The renovation of the existing kitchen, including:
      i. The removal of all fixtures and fittings and the installation of new fixtures and fittings; and
      ii. The associated electrical and plumbing works.
   (b) The renovation of the existing bathroom, including:
      i. The removal of all fixtures and fittings and the installation of new fixtures and fittings;
      ii. The removal of wall tiles and the installation of new wall tiles; and
      iii. The associated electrical and plumbing works.
   (c) The waterproofing of all "wet areas" in the kitchen and bathroom.
   (d) The installation of timber flooring in the hallways, living room and dining room including the removal of existing flooring and installation of an underlay acoustic membrane in accordance with the standards under the AAAC rating system.
   (e) The installation of plantation shutters on windows throughout the lot.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owners.
6. The Owner must not carry out the Improvements except in accordance with this by-law.
7. Words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act.
8. In this by-law a word which denotes references to legislation includes references to amending and replacing legislation.
9. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

10. The Owner must notify the Strata Committee at least 14 days before undertaking the Improvements and be provided with the written approval from any other relevant statutory authority whose requirements apply to undertaking the works.
11. The Owners must submit to the Strata Committee any documents reasonably required by the Strata Committee relating to undertaking the Improvements.
12. The Owner must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
13. The Owner must ensure that all works undertaken are professionally managed, and comply with the standards as set out in the Building Code of Australia (BCA) and any relevant AS/NZS standards current at the time the works are undertaken.

Carrying out the Improvements

14. In carrying out the Improvements, the Owner must:
   (f) protect all areas of the building outside their lot from damage;
   (g) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
   (h) only make the Improvements during the hours of 7.30am – 5.00pm Monday – Friday, and 8.30am 1 1.00pm on Saturdays;
   (i) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements and remove all debris resulting from making the Improvements immediately from the building; and
   (j) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building.

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15. The Owner must ensure that the Improvements shall be done in a proper and workmanlike manner and by duly licensed contractors and in accordance with the specifications approved by the Owners Corporation under this by-law.

After completing the Improvements

16. The Owner must notify the Strata Committee that the works have been completed.
17. If required, the Owner must deliver to the Strata Committee:
    (a) a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
    (b) a report from an acoustic consultant of suitable expertise which certifies that the new flooring installations which form part of the Works achieve the anticipated performance standards that is prescribed by the Australian Association of Acoustic Consultants (AAAC) for those types of flooring installations; and
    (c) any other document reasonably required by the Strata Committee in relation to the Improvements undertaken by the Owner.

Repair and Maintenance

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

Liability and Indemnity

20. The Owner indemnifies the Owners Corporation against:
    (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements.
    (b) Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owners as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
21. To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the improvements proposed under this by-law.

Miscellaneous

22. The Owners must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.
23. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and to affix the common seal in accordance with section 273 of the Strata Schemes Management Act 2015.

Special By-Law 13 – Lot 2 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "Owner" means the owner or owners of Lot 2 from time to time in Strata Plan 12901.
4. "Improvements" means the alterations and additions undertaken in Lot 2 by the Owner including all works incidental thereto (at the Owner's cost and to remain the Owner's fixtures that affect the common property) as described in the Plans provided to the Owners Corporation and as detailed below:
    (a) The renovation of the existing bathroom, including:

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i. The removal of all fixtures and fittings and the installation of new fixtures and fittings;
ii. The removal of wall tiles and the installation of new wall tiles; and
iii. The associated electrical and plumbing works.

(b) The waterproofing of all "wet areas" in the bathroom.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owners.
6. The Owner must not carry out the Improvements except in accordance with this by-law.
7. Words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act.
8. In this by-law a word which denotes references to legislation includes references to amending and replacing legislation.
9. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

10. The Owner must notify the Strata Committee at least 14 days before undertaking the Improvements and be provided with the written approval from any other relevant statutory authority whose requirements apply to undertaking the works.
11. The Owners must submit to the Strata Committee any documents reasonably required by the Strata Committee relating to undertaking the Improvements.
12. The Owner must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
13. The Owner must ensure that all works undertaken are professionally managed, and comply with the standards as set out in the Building Code of Australia (BCA) and any relevant AS/NZS standards current at the time the works are undertaken.

Carrying out the Improvements

14. In carrying out the Improvements, the Owner must:
    (a) protect all areas of the building outside their lot from damage;
    (b) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
    (c) only make the Improvements during the hours of 7.30am – 5.00pm Monday – Friday, and 8.30am - 1.00pm on Saturdays;
    (d) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements and remove all debris resulting from making the Improvements immediately from the building; and
    (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building.
15. The Owner must ensure that the Improvements shall be done in a proper and workmanlike manner and by duly licensed contractors and in accordance with the specifications approved by the Owners Corporation under this by-law.

After completing the Improvements

16. The Owner must notify the Strata Committee that the works have been completed.
17. If required, the Owner must deliver to the Strata Committee:
    (a) a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards; and
    (b) any other document reasonably required by the Strata Committee in relation to the Improvements undertaken by the Owner.

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Repair and Maintenance

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

Liability and Indemnity

20. The Owner indemnifies the Owners Corporation against:
    (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements.
    (b) Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owners as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
21. To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the improvements proposed under this by-law.

Miscellaneous

22. The Owners must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.
23. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and to affix the common seal in accordance with section 273 of the Strata Schemes Management Act 2015.



The seal of The Owners-Strata Plan No 12901 was affixed on 29/11/2022 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(s): Phillip Court

Name(s) [use block letters]: Phillip Court

Electronic signature of me, Phillip Court, affixed by me on Nov 29 2022 08:41 AEDT

Authority: Strata Managing Agent

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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 12901 was affixed on ^ 29/11/2022 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: Phillip Court Name: Phillip Court Authority: Strata Managing Agent

Electronic signature of me, Phillip Court, affixed by me on Nov 29 2022 08:41 AEDT

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

^ Insert appropriate date



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Issue Date:	04 November 2026
Certificate No:	PLN2026/4360
Your Ref:	26695

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 12/14-16 Ross St GLADESVILLE NSW 2111
Legal Description: Lot 12 SP 12901
Property Reference: 524667
Land Reference: 27597

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLANS
Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.
NIL

c) DEVELOPMENT CONTROL PLANS
City of Ryde Development Control Plan 2014

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.
NIL

e) STATE ENVIRONMENTAL PLANNING POLICIES
State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.
NIL

***Note**: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.*

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014
Ryde Local Environmental Plan 2014 - Zone R4 - High Density Residential

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

2 Permitted without consent
Home occupations

3 Permitted with consent
Bed and Breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Home-based child care; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

4 Prohibited
Any development not specified in item 2 or 3

(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY
NIL

(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND
NIL

(d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE
No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016
No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) CONSERVATION AREA (however described)
No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)
No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

OTHER PRESCRIBED INFORMATION

3. CONTRIBUTIONS PLANS
(1) The name of each contributions plan or draft contributions plan applying to the land under the Act, Division 7.1:
- City of Ryde Section 7.11 Development Contributions Plan 2020 (Version 2).
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

(2) The name of the region and the Ministerial planning order in which the region is identified applying to the land, within the meaning of the Act, Division 7.1, Subdivision 4:
The Greater Sydney Region under the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.

(3) The name of the area if the land is in a special contributions area to which a continued 7.23 determination applies:
NIL

(4) In this section-
continued 7.23 determination means a 7.23 determination that has been continued in force by the Act, Schedule 4, Part 1, and has not been repealed as provided by that part.

Note. The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
  (a) a restriction applies to the land, but it may not apply to all of the land, and
  (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code **do not apply** to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5. EXEMPT DEVELOPMENT

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
   (a) a restriction applies to the land, but it may not apply to all of the land, and
   (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code **do apply** to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether Council is aware that-

(a) an affected building notice is in force in relation to the land, or

NO

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

(2) In this section:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

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

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 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 Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

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

The land is not 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 Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls –NO

(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls –NO

(3) In this clause-

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.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS
Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(i) landslip - NO
(ii) bush fire - NO
(iii) tidal inundation - NO
(iv) subsidence - NO
(v) acid sulphate soil YES

(vi) contamination – NO
(vii) aircraft noise – NO
(viii) salinity – NO
(ix) coastal hazards – NO
(x) sea level rise – NO
(xi) any other risk (other than flooding) - NO

Note*: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.*

Adopted policy *means a policy adopted by the council, or 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.*

11. BUSH FIRE PRONE LAND
Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

12. LOOSE-FILL ASBESTOS INSULATION
The land does NOT include 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.

13. MINE SUBSIDENCE
The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION
(1) The name of a development plan adopted by a relevant authority that—
(a) applies to the land, or
(b) is proposed to be subject to a ballot. NIL
(2) The date of a subdivision order that applies to the land. NIL
(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Note: City of Ryde does not hold any paper subdivision within the meaning of this section.

15. PROPERTY VEGETATION PLANS
The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

16. BIODIVERSITY STEWARDSHIP SITES
The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

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

17. BIODIVERSITY CERTIFIED LAND
This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act 2016*.

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

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006
Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if council has been notified of the order).

NO

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS
Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

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

20. WESTERN SYDNEY AEROTROPOLIS
Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—
(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
(b) shown on the Lighting Intensity and Wind Shear Map, or
(c) shown on the Obstacle Limitation Surface Map, or
(d) in the "public safety area" on the Public Safety Area Map, or
(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

NO

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the State Environmental Planning Policy (Housing) 2021, Section 88(2), Chapter 3, Part 5.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) There is no current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Housing) 2021, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Housing) 2009, clause 17(1) or 38(1).

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

23. WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

NO

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

24. SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

NO

25. INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

NO

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

(a) The land to which this certificate relates IS NOT significantly contaminated land.
(b) The land to which this certificate relates IS NOT subject to a management order.
(c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
(d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
(e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. *(i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.*

(ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

Note*: The information in this certificate is current as of the date of the certificate.*



John Angilley
Acting Chief Executive Officer
CITY OF RYDE

Appendix 1 – Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*)	NO

(See 1.17A(1)(c))	
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO
1.19 Land on which complying development may not be carried out	
To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, the Pattern Book Development Code and Industrial and Business Building Code the development must not be carried out on:	
Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)). However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).	NO
Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))	NO
Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))	NO
Land that is significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997* (see 1.19(1)(c1) and 1.19(5)(d))	NO
Land identified by an environmental planning instrument as being: (i) within a buffer area, or (ii) within a river front area, or (iii) within an ecologically sensitive area, or (iv) environmentally sensitive land, or	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property

(v) within a protected area. (See 1.19(1)(e) and 1.19(5)(f))	
Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by: (i) a coastline hazard, or (ii) a coastal hazard, or (iii) a coastal erosion hazard. (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code or the Pattern Book Development Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

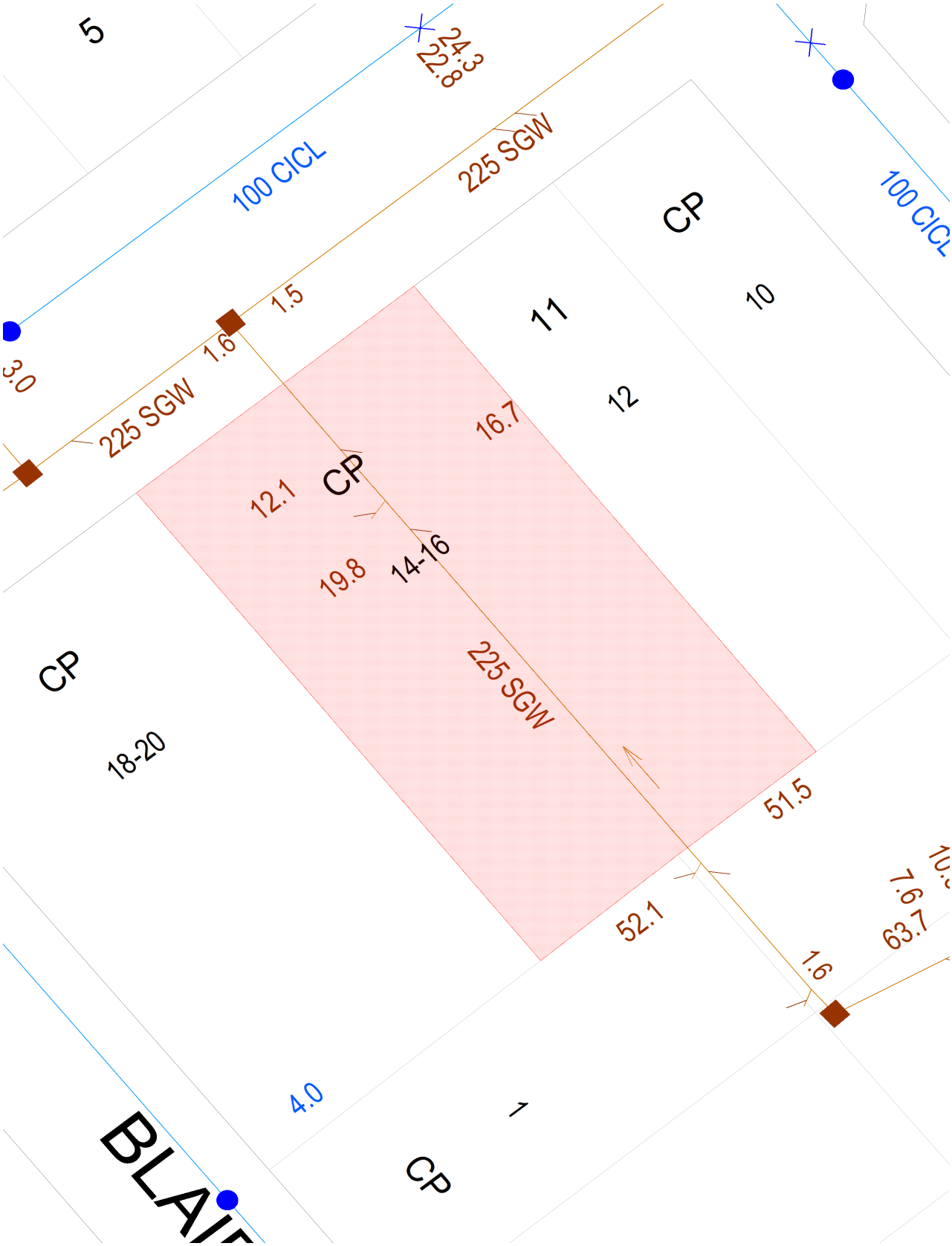
Appendix 2 – Exempt Development

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development **may not** be carried out on land under the Policy.

1.16 (1) (b1)-(d) General requirements for exempt development	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and	NO
or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and	NO
or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO

Service Location Print

Application Number: 8005660778



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Disclaimer

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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

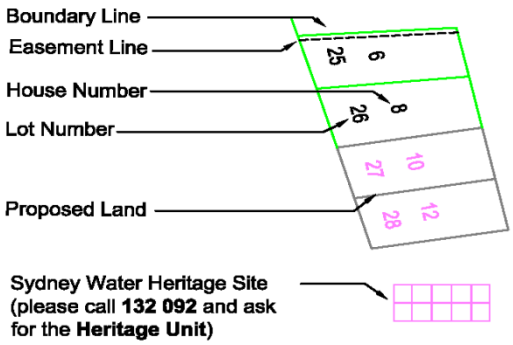
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

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

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

Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8005660779

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Ryde **No.** 419203

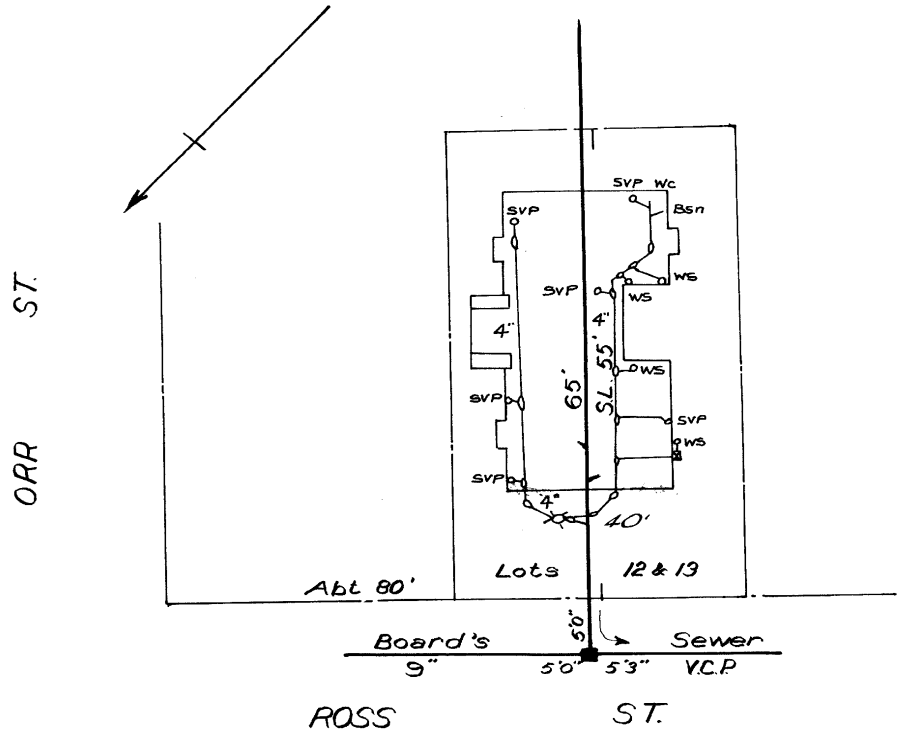
SYMBOLS AND ABBREVIATIONS

⌑	Boundary Trap	■ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊸	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
▥ G.I.	Grease Interceptor	O Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	O V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	O S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



RATE No. W.C.s 16 U.C.s 19

SHEET No. 3093 OFFICE USE ONLY For Engineer House Services

DRAINAGE			BRANCH OFFICE	PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.			Date		
Shr.	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by		Drainer	29-310 587-367	
K.S.			Plumber	1280 096	
T.					
Plg.	Chief Inspector		Boundary Trap is ■ required		
Dge. Int.					
Dge. Ext.	Tracing Checked				

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

WATER

21 March 2011

Officer:	**Branko Padovan**
Phone:	**88494247**
RAS Ref:	**3121941**
Dolfin No.:	**D10/1-10928**

Tri-Search
DX 420
Sydney

Dear Sir/Madam,

Property:	16 Ross St Gladesville
Your Ref:	CTima

Sydney Water's records show that **units** were built **over** the **Sewer** with **our approval** and apparently in accordance with the conditions of that approval.

Yours Sincerely

Branko Padovan
Developer Services Representative
Customer Connections

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 outgoings 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.

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(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.