

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 88665816	NSW DAN:
vendor's agent	BC Property Agents Shop 21 / 121 Yala Road Bangor NSW 2234		Phone: 0418 965 756 Fax: Ref: Bruno
co-agent			
vendor	JULIUS EMMANUEL MANIAGO 26 /59 Rickard Road Bankstown NSW 2200		
vendor's solicitor	Geronimo & Associates, Solicitors & Conveyancers 10a Westfield Place Blacktown NSW 2148 E: geronimoandassociate@gmail.com  Contact: Erlinda Geronimo Santos		Phone: 0402027013 Fax: Ref: LG/Maniago
date for completion	42 days after the contract date (clause 15)		Email: geronimoandassociate@gmail.com
land	26/59 RICKARD RD BANKSTOWN NSW 2200		
(Address, plan details and title reference)	LOT 26 IN STRATA PLAN 63559 26/SP63559		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

**GST AMOUNT** (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

LG.Maniago

88665816

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

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)

☐ no ☐ YES

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

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

**land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## **SECTION 66W CERTIFICATE**

I, \_\_\_\_\_, Solicitor, certify as follows:

- (a) I am a Solicitor currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with S66W of the Conveyancing Act 1919 with reference to a Contract for the Sale of property at 26/59 Rickard Road, Bankstown NSW 2200 from Julius Maniago as vendor to  
\_\_\_\_\_  
in order that there is no cooling off period in relation to the contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to the purchaser:
  - (i) the effect of the Contract for the purchaser of the property;
  - (ii) the nature of this Certificate; and
  - (iii) the effect of giving this Certificate to the Vendor i.e. that there is no cooling off period in relation to the contract.

DATED this

.....  
Solicitor

## List of Documents

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

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

Stratawide Management Pty Ltd c/o Jenny Vuong  
 PO Box Q 89, QVB NSW 1230

Phone: 02 9395 8888  
 E: stratamax@stratawide.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION



- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –



- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

## **28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## **29 Conditional contract**

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

## **CONDITIONS OF SALE 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 18 of the Property, Stock and Business Agents Regulations 2003 and Section 68 of the Property, Stock and Business Agents Act 2002.*

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - b. A bid for the seller 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 seller.
  - c. The highest bidder is the purchaser, subject to any reserve price.
  - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - e. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - f. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for on behalf of another person.
  - g. A bid cannot be made or accepted after the fall of the hammer.
  - h. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - b. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - c. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state the bid was made by or on behalf of the seller or auctioneer.

## **SPECIAL CONDITIONS**

### **30. CONDITION OF PROPERTY**

The property is sold in its present state repair and without limiting the generality of the foregoing no objections, requisitions, or claims for compensation shall be made by the Purchaser on account of any latent or patent defects in property.

### **31. ACKNOWLEDGEMENTS BY THE PURCHASER**

The Purchaser acknowledges that in entering into this Agreement he has not relied on any statement, representation, warranty or condition relating in any way whatsoever to the property or any improvements erected hereon or any furnishings and chattels or other items (whether fixtures or not) included in this sale, made or given by the Vendor or by any person, firm or company on the Vendor's behalf other than such statements representations, warranties or conditions as are herein contained.

### **32. CAPACITY**

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should either party (or anyone of them if there be more than one party) prior to completion:-

- (a) die or become incapable at law because of mental illness, then either party may rescind the contract and provisions of clause 19 shall apply. Neither party shall have any further rights or claims against the other in respect of any matters arising out of such.
- (b) being a company be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the other party presented or enter into any scheme of arrangements with its creditors under Part VII of the Companies (New South Wales) Code or any substitution thereof or should any liquidator, receiver or official manager be appointed in respect of the other party, then the other party shall be deemed to be in default hereunder.

33. **REAL ESTATE AGENTS**

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any real estate agent or agency (other than the agent or agency [if any] nominated in this Contract) and hereby agrees to indemnify the Vendor against any claim by any real estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all damages costs and expenses on solicitor and client basis which may be incurred by the Vendor in respect or any such claim or alleged claim shall be paid by the Purchaser to the Vendor.

It is agreed that this clause shall not merge on completion.

34. **COMPLETION**

It is an essential term of the contract that in the event that completion does not take place by the completion date and PROVIDED that the delay in completion is not occasioned by the Vendor, then:-

- (a) the Purchaser agrees that he will pay to the Vendor interest calculated at 10% per annum on the balance of the purchase price outstanding hereunder on daily rate, such interest to be computed from the date of completion provided in this contract until the actual date of completion.
- (b) the Purchaser shall pay the additional fee of \$250.00 plus GST of \$25.00 for representing agreed expenses incurred by the Vendor for drafting and engrossing and serving the Notice to Complete upon the Purchaser. This amount shall be adjusted and paid by the Purchaser to the Vendor on actual date of completion.

35. **NOTICE TO COMPLETE**

It is expressly agreed between the parties that should there be a need for the Vendor to issue a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for this purpose.

36. **FIRB WARRANTY**

- (a) The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the Purchaser or to this purchase.
- (b) In the event of breach of this warranty, The Purchaser shall indemnify the Vendor, and keep the Vendor indemnified against any penalties, fines, legal costs, claims, or damage suffered hereby.

37. **SEPP 28 AS REPEALED**

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SEPP12 that allowed the subdivision of dual occupancies have been repealed and that the attached Section 149 Certificate may be inaccurate in respect of those matters.

38. **RELEASE OF DEPOSIT**

In the event that the Vendor proposes to purchase another property and required the deposit referred to on Page 1 of this Contract to be released, the Purchaser hereby authorises the release of such deposit provided that the deposit is paid into trust account of real estate agent or Solicitors or Conveyancers.

39. **SWIMMING POOL**

The Purchaser acknowledges that if there is a swimming pool, either above ground or in ground, situated on the property, then the Vendor will not be obliged to comply with any notice, issued before the date of this Agreement or which may issue after the date of this Agreement, requiring such spa and/or swimming pool to be fenced in accordance with the Swimming Pools Act 1990 and the Swimming Pools Regulations\ (No.2) 1992; and no objection, requisition or claim for compensation shall be made by the Purchaser concerning the same.

40. **PURCHASER'S FINANCE**

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

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

41. **REDUCED DEPOSIT**

If the deposit paid by the Purchaser is less than 10% of the purchase price then for the purpose of Clause 9 hereof the amount of deposit to be forfeited hereunder shall be deemed to be ten (10%) percent of the purchase price and any difference between



the deposit and ten (10%) percent of the purchase price shall be made by the Purchaser to the Vendor upon the Vendor's demand.

42. **ELECTRONIC COMPLETION**

- 42.1 The parties acknowledge and agree that this is an Electronic Completion.
- 42.2 The parties agree that the Electronic Completion will be conducted in an Electronic Workspace created by the vendor.
- 42.3 The vendor must create an Electronic Workspace in relation to this transaction and must invite the purchaser within a reasonable period prior to the Completion Date.

43. **GST**

- 43.1 In this clause "GST" has the same meaning as in a New Tax System (Goods and Services Tax) Act 1999.
- 43.2 In the event that the subject property is zone for residential purposes, or is used predominantly for essential purposes, then the Purchaser hereby warrants at the time of entering into this Contract the Purchaser does not have any intention to change the use of the property.
- 43.3 The Vendor sells the property free of GST. However, in the event that the sale attracts GST on account of actions or use of subject property by the Purchaser then the Purchaser shall be liable of GST.
- 43.4 This clause shall not merge on completion

\*\*\*\*



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: 26/SP63559

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/10/2021	10:44 AM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

----

LOT 26 IN STRATA PLAN 63559  
AT BANKSTOWN  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

-----

JULIUS EMMANUEL MANIAGO (T AF73055)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP63559
- 2 AJ974849 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

LG.Maniago

PRINTED ON 5/10/2021

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

SP1

COUNCIL'S CERTIFICATE

**BANKSTOWN CITY COUNCIL** (Name of Council)  
having satisfied itself that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with,  
approves of the proposed:

\* strata plan

\* estate plan of subdivision

illustrated in the annexure to this certificate.

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

\* The council does not object to the encroachment of the building beyond the alignment of .....

\* This approval is given on the condition that the use of lot(s) for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred in \* s39 of the strata schemes (freehold Development) Act 1973 or \* s68 of the Strata Schemes (Leasehold Development) Act 1986.

Date ..... 18/10/2000  
Subdiv. No. .... E.151/2000  
General Manager/Authorized Person

\* Complete or delete if inapplicable

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S CERTIFICATE

I, **CHRISTOPHER C. ROBERTSON**  
of **BEUTHIEN DE METT PTY LTD**  
PO BOX 440, SUTHERLAND NSW 1499  
a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of

\* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

\* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986

has been met;

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

(b) the building encroaches on land other than a public place, in respect of which encroachment on appropriate easements

\* has been created by registered + .....

\* is to be created under 888B of the conveyancing Act 1919

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

SHEET 1 OF 8

Signature: **CC Robertson**

Date: ..... 30/6/00

\* Delete if inapplicable + State whether dealing or plan & quote registered No.

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

- 1) EASEMENT FOR OVERLAND FLOW
- 2) POSITIVE COVENANT



ANTHONY BRUCE CRANE  
Sole Director/Secretary

~~(Insert type being adopted) Model By-laws adopted for this scheme -~~  
~~Deutsche Disposit Option A/B~~ Keeping of Animals: Option A/B/e

\* Schedule of By-laws in 5 sheets filed with plan

~~No By-laws apply~~

\* Strike out whichever is inapplicable

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE: 49/74

PLAN OF SUBDIVISION OF LOT 100  
IN D.P. 1005793

L.G.A.: BANKSTOWN

Suburb/  
Locality: BANKSTOWN

Parish: BANKSTOWN

County: CUMBERLAND

Reduction Ratio 1:

Lengths are in metres

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

THE OWNERS STRATA PLAN No. 63559  
59 RICKARD ROAD  
BANKSTOWN NSW 2200

SP63559 (E)

Registered 9.9.8.2000

CA: SEE CERTIFICATE

Purpose: STRATA PLAN

Ref Map: U0045 - 83

Last Plan: DP1005793

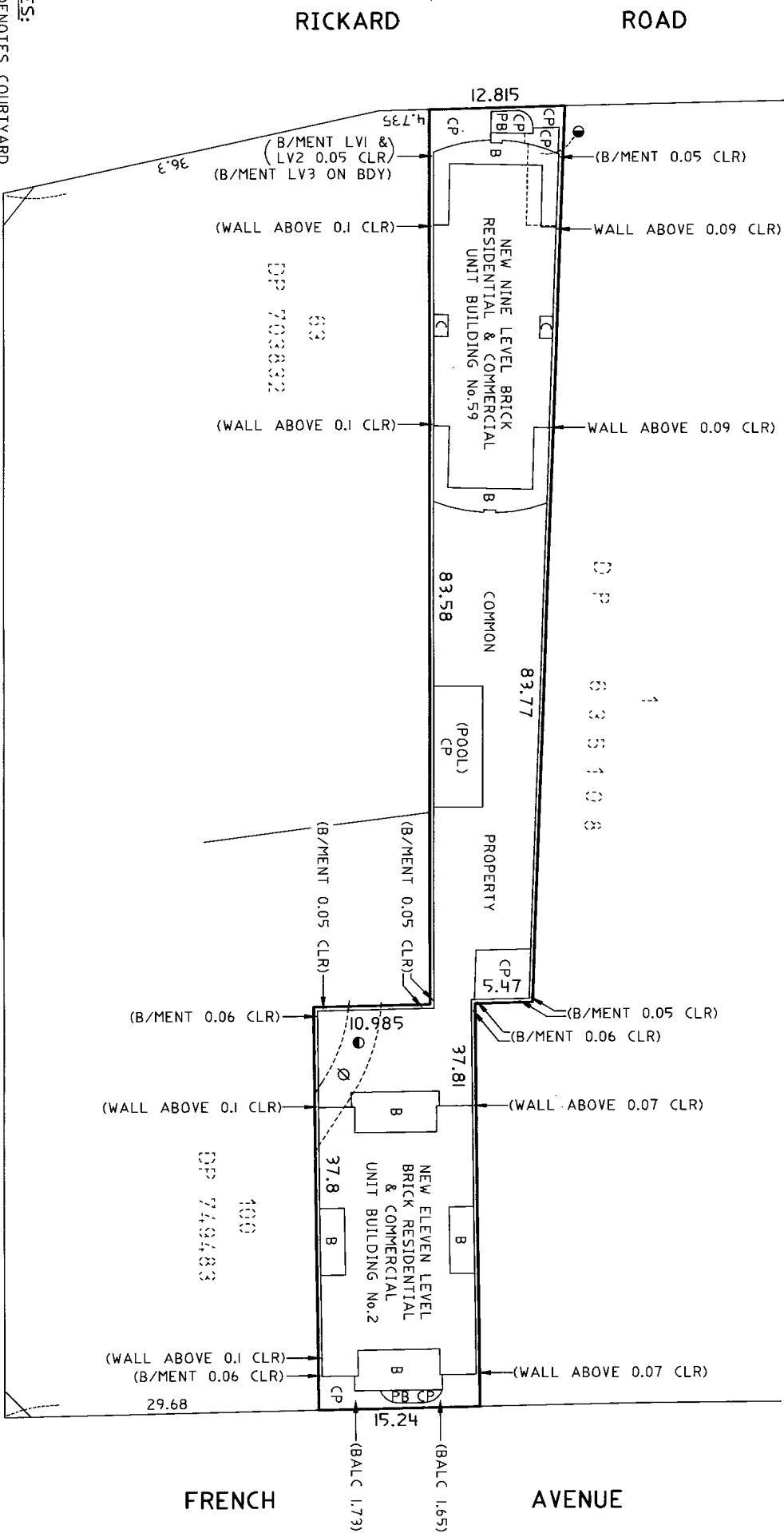
FOR LOCATION PLAN  
SEE SHEET 2

SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 8 Sheets

SP635559



NOTES:

JACOBS

LOCATION PLAN

STREET

- 1) C DENOTES COURTYARD
- 2) B DENOTES BALCONY
- 3) CP DENOTES COMMON PROPERTY
- 4) PB DENOTES PLANTER BOX
- 5) ON SITE STORMWATER DETENTION SYSTEM
- 6) EASEMENT FOR STORMWATER DRAINAGE 3.05 WIDE (DP 190216) (WIDE C833820)
- 7) SITE OF EASEMENT FOR OVERLAND FLOW OF STORMWATER RUNOFF OVER AND ACROSS THAT PART OF THE LAND AFFECTED BY THE EASEMENT FOR STORMWATER DRAINAGE CREATED BY NOTICE OF RESUMPTION OF LAND REGISTERED NUMBER C.833820 AND AS SET OUT IN DP 190216 LIMITED IN DEPTH TO THE PLANE OF THE UPPER SURFACE OF THE CONCRETE CULVERT AND IN HEIGHT (WHERE COVERED) TO THE UNDERSIDE OF THE CARPARK LEVEL 2 CONCRETE FLOOR AND WHERE NOT COVERED TO THE LEVEL OF THE UNDERSIDE OF THE ADJOINING CARPARK LEVEL 2 CONCRETE FLOOR OVER THE SAID DRAINAGE EASEMENT.

Reduction Ratio 1:400

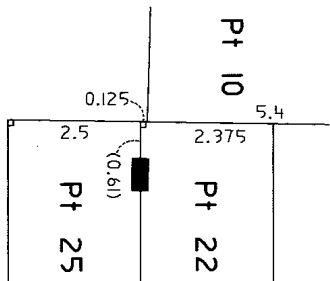
Lengths are in metres

C.C. Roberts  
Registered Surveyor

L. Maniago  
General Manager/Authorized Person

SURVEYOR'S REFERENCE: 4974

SP63559

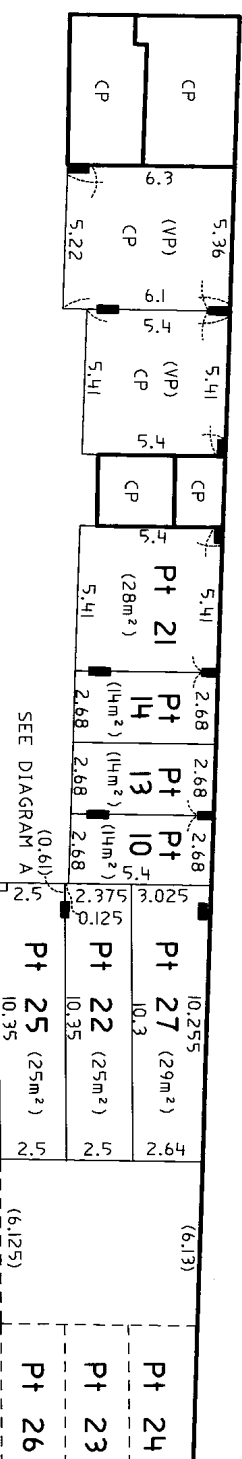


RICKARD ROAD

CP

COMMON

PROPERTY

DIAGRAM A  
SCALE: 1:100

## SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	105	31	110
2	110	32	110
3	115	33	110
4	110	34	110
5	110	35	110
6	110	36	110
7	110	37	110
8	115	38	110
9	110	39	110
10	110	40	110
11	115	41	110
12	115	42	110
13	110	43	110
14	110	44	110
15	115	45	110
16	115	46	110
17	115	47	110
18	115	48	110
19	115	49	115
20	115	50	115
21	120	51	115
22	115	52	115
23	115	53	115
24	115	54	115
25	115	55	115
26	115	56	115
27	115	57	135
28	80	58	135
29	110	59	135
30	110	60	140
AGGREGATE		6800	

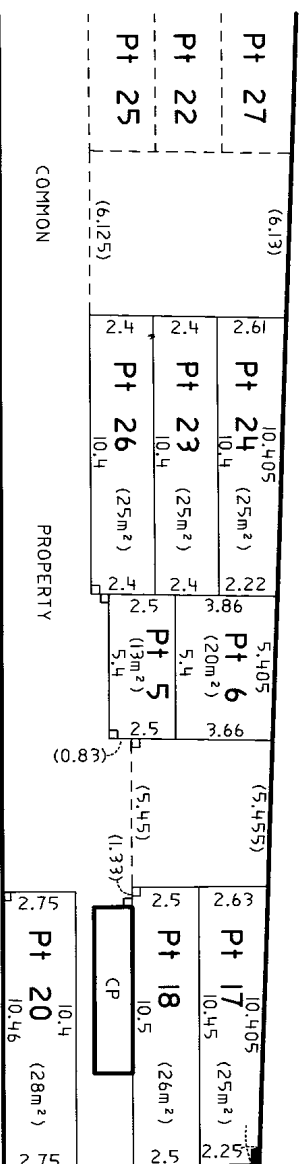
## NOTES:

- 1) CP DENOTES COMMON PROPERTY
- 2) B DENOTES BALCONY
- 3) C DENOTES COURTYARD
- 4) PB DENOTES PLANTER BOX
- 5) VP DENOTES VISITOR PARKING
- 6) L RIGHT ANGLE

- 7) BALCONIES & COURTYARDS WHERE NOT COVERED ARE LIMITED IN STRATUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR FLOORS.

- 8) AREAS INCLUDE BALCONIES & COURTYARDS AND ARE APPROXIMATE ONLY.

## CARPARK LEVEL 3



Reduction Ratio 1:200

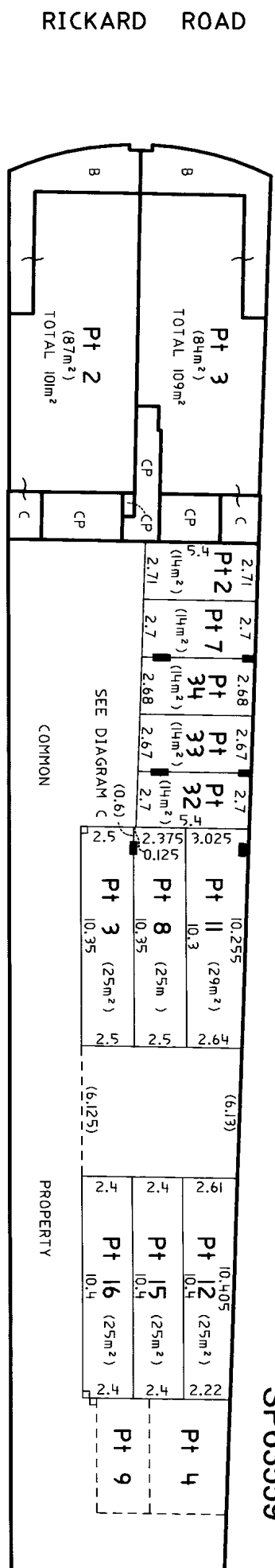
Lengths are in metres

C. C. P. P. P.

Registered Surveyor

14. Keyinger

General Manager / Authorised Person



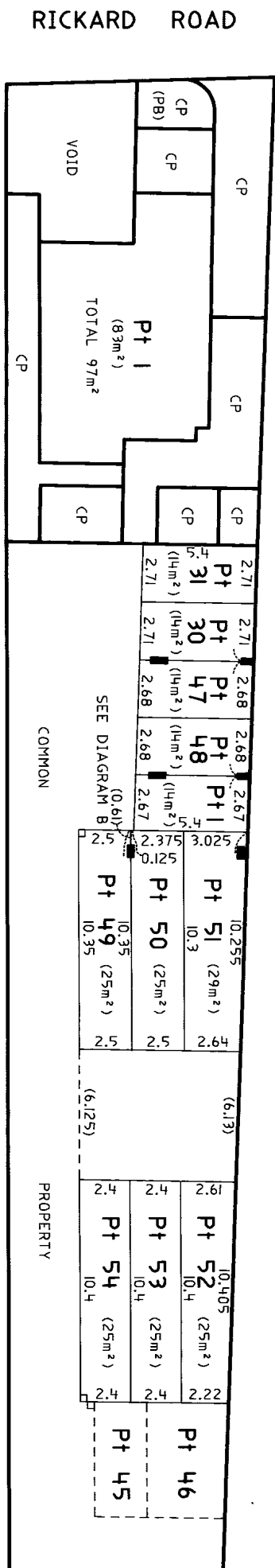
156

SP63559

\* OFFICE USE ONLY



SEE SHEET 5



CARPARK LEVEL 2

NOTES:

- 1) CP DENOTES COMMON PROPERTY
- 2) B DENOTES BALCONY
- 3) C DENOTES COURTYARD
- 4) PB DENOTES PLANTER BOX
- 5) VP DENOTES VISITOR PARKING
- 6) LA RIGHT ANGLE

- 7) BALCONIES & COURTYARDS WHERE NOT COVERED ARE LIMITED IN STRATUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR FLOORS.
- 8) AREAS INCLUDE BALCONIES & COURTYARDS AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

Lengths are in metres

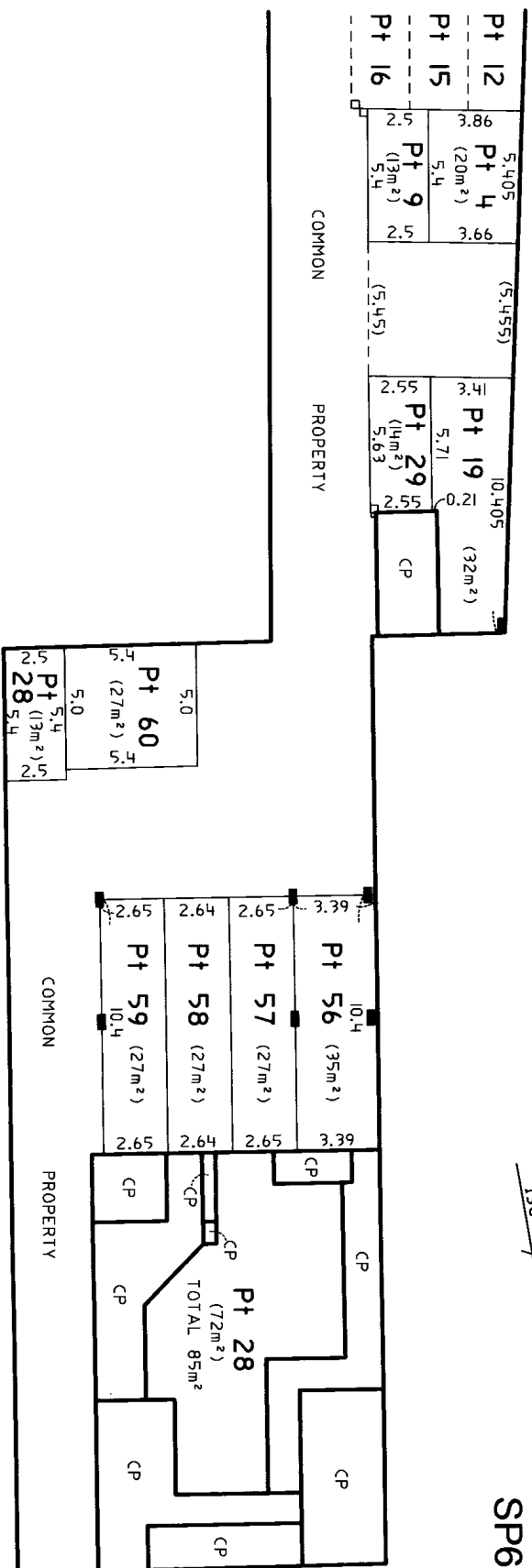
C.C. Alt  
Registered Surveyor

15. *Weyinger*  
General Manager/Authorized Person

SURVEYOR'S REFERENCE: 4974

SP63559

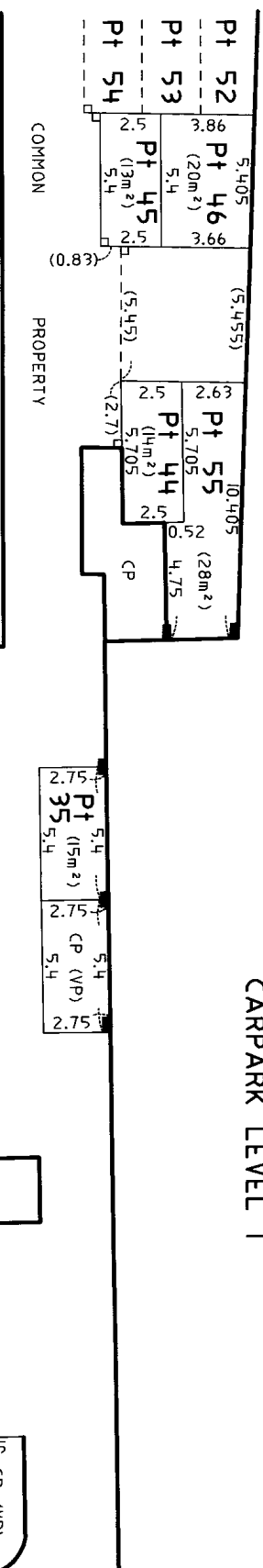
156



FRENCH AVENUE

\* OFFICE USE ONLY

SEE SHEET 4



FRENCH AVENUE

NOTES:

- 1) CP DENOTES COMMON PROPERTY
- 2) B DENOTES BALCONY
- 3) C DENOTES COURTYARD
- 4) PB DENOTES PLANTER BOX
- 5) VP DENOTES VISITOR PARKING
- 6) RA RIGHT ANGLE

- 7) BALCONIES & COURTYARDS WHERE NOT COVERED ARE LIMITED IN STRUTUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR FLOORS.
- 8) AREAS INCLUDE BALCONIES & COURTYARDS AND ARE APPROXIMATE ONLY.

## CARPARK LEVEL 2

Reduction Ratio 1:200

Lengths are in metres

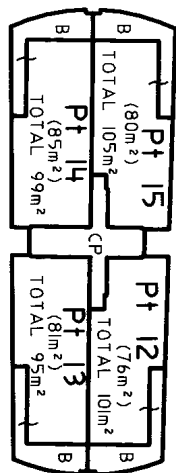
C.C. 214

Registered Surveyor

~~Contract Manager/Authorised Person~~

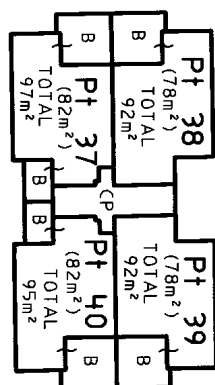
SURVEYOR'S REFERENCE: 4974

SP63559



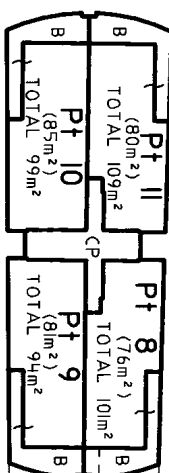
## NOTES:

- 1) CP DENOTES COMMON PROPERTY
- 2) B DENOTES BALCONY
- 3) C DENOTES COURTYARD
- 4) PB DENOTES PLANTER BOX
- 5) VP DENOTES VISITOR PARKING
- 6) L RIGHT ANGLE
- 7) BALCONIES & COURTYARDS WHERE NOT COVERED ARE LIMITED IN STRUTUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR FLOORS.
- 8) AREAS INCLUDE BALCONIES & COURTYARDS AND ARE APPROXIMATE ONLY.

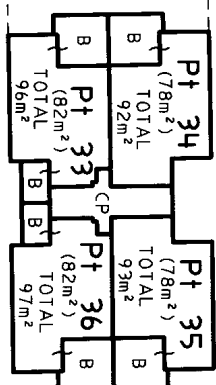


FRENCH AVE

RICKARD ROAD

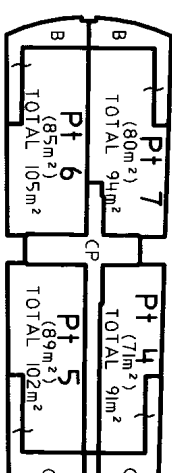


## LEVEL 1

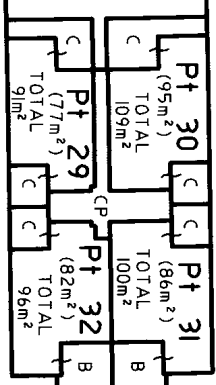


FRENCH AVE

RICKARD ROAD



## LEVEL 1



FRENCH AVE

## PODIUM LEVEL

Reduction Ratio 1:400

Lengths are in metres

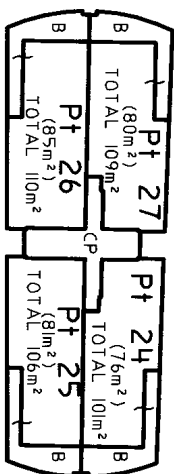
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 4974

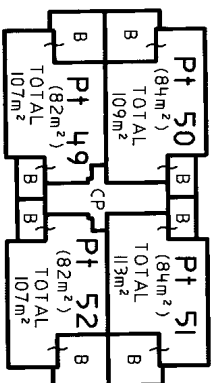


RICKARD ROAD



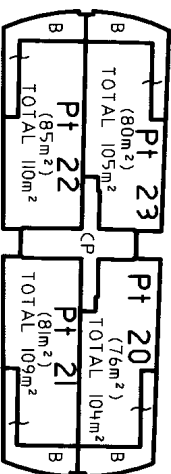
LEVEL 5

15g

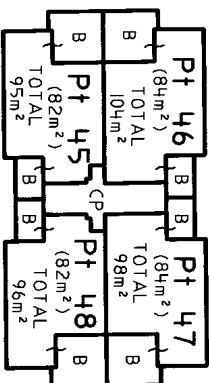


FRENCH AVE

RICKARD ROAD

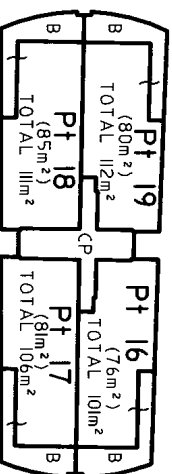


LEVEL 4

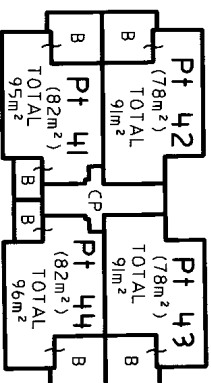


FRENCH AVE

RICKARD ROAD



LEVEL 3



FRENCH AVE

NOTES:

- 1) CP DENOTES COMMON PROPERTY
- 2) B DENOTES BALCONY
- 3) C DENOTES COURTYARD
- 4) PB DENOTES PLANTER BOX
- 5) VP DENOTES VISITOR PARKING
- 6) L RIGHT ANGLE
- 7) BALCONIES & COURTYARDS WHERE NOT COVERED ARE LIMITED IN STRATUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR FLOORS.
- 8) AREAS INCLUDE BALCONIES & COURTYARDS AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:400

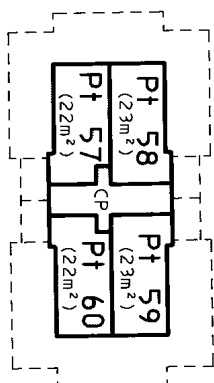
Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

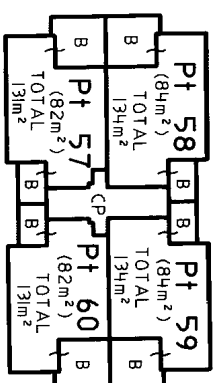
SP63559

156



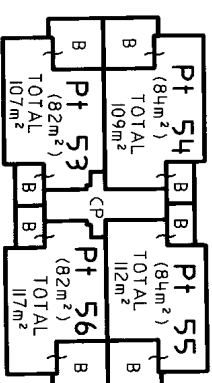
LEVEL 8

FRENCH AVE



LEVEL 7

FRENCH AVE



LEVEL 6

FRENCH AVE

## NOTES:

- 1) CP DENOTES COMMON PROPERTY
- 2) B DENOTES BALCONY
- 3) C DENOTES COURTYARD
- 4) PB DENOTES PLANTER BOX
- 5) VP DENOTES VISITOR PARKING
- 6) L RIGHT ANGLE
- 7) BALCONIES & COURTYARDS WHERE NOT COVERED ARE LIMITED IN STRATUM TO 2.5 ABOVE THE UPPER SURFACE OF THEIR FLOORS.
- 8) AREAS INCLUDE BALCONIES & COURTYARDS AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:400

Lengths are in metres

C. C. Platt  
Registered SurveyorG. C. Henning  
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 4974



FOLIO: CP/SP63559

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/10/2021	10:47 AM	8	8/7/2021

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63559  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BANKSTOWN  
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN  
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP63559

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 63559  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- STRATAWIDE MANAGEMENT PTY LTD  
PO BOX Q 89  
QUEEN VICTORIA BUILDING 1230

SECOND SCHEDULE (7 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A773387 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 C833820 EASEMENT FOR STORMWATER DRAINAGE 3.05 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP63559 EASEMENT FOR OVERFLOW AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 SP63559 POSITIVE COVENANT
- 6 AM596897 INITIAL PERIOD EXPIRED
- 7 AR215097 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 6800)

-----

STRATA PLAN 63559

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 105		2 - 110		3 - 115		4 - 110	
5 - 110		6 - 110		7 - 110		8 - 115	
9 - 110		10 - 110		11 - 115		12 - 115	
13 - 110		14 - 110		15 - 115		16 - 115	
17 - 115		18 - 115		19 - 115		20 - 115	
21 - 120		22 - 115		23 - 115		24 - 115	
25 - 115		26 - 115		27 - 115		28 - 80	

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP63559

PAGE 2

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 6800) (CONTINUED)

## STRATA PLAN 63559

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 110	30	- 110	31	- 110	32	- 110
33	- 110	34	- 110	35	- 110	36	- 110
37	- 110	38	- 110	39	- 110	40	- 110
41	- 110	42	- 110	43	- 110	44	- 110
45	- 110	46	- 110	47	- 110	48	- 110
49	- 115	50	- 115	51	- 115	52	- 115
53	- 115	54	- 115	55	- 115	56	- 115
57	- 135	58	- 135	59	- 135	60	- 140

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

LG.Maniago

PRINTED ON 5/10/2021

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

INSTRUMENT SETTING OUT TERMS OF EASEMENTS COVENANTS AND RESTRICTIONS  
ON THE USE OF THE LAND INTENDED TO BE CREATED PURSUANT TO SECTION 7(3)  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B  
OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

Sheet 1 of 3 Sheets

PART 1.

**SP63559**

Strata Subdivision of Lot 100 DP 1005793  
covered by Council Clerk's Certificate No.

F151/2000 dated 1/8/00

Full name and address of the  
proprietors of the land.

59 Rickard Rd Pty Limited  
19 Queen Street, Auburn. 2144

Full name and address of the  
mortgagee of the land.

1. Identity of Easement or Restriction  
firstly referred to in the abovementioned  
plan.

Easement for overland flow

Schedule of Lots etc. affected.

Lots burdened.

Lots, name of road or authority benefited.

Common Property (part only)

Lot 100 in DP 749483  
The Council of the City of Bankstown

2. Identity of Easement or Restriction  
secondly referred to in the abovementioned  
plan.

Positive Covenant


Schedule of Lots etc. affected.

Lots burdened.

Lots, name of road or authority benefited.

Common Property (part only)

The Council of the City of Bankstown



INSTRUMENT SETTING OUT TERMS OF EASEMENTS COVENANTS AND RESTRICTIONS  
ON THE USE OF THE LAND INTENDED TO BE CREATED PURSUANT TO SECTION 7(3)  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B  
OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

Sheet 2 of 3 Sheets

**SP63559**

Strata Subdivision of Lot 100 DP 1005793  
covered by Council Clerk's Certificate No.  
F151/2000 dated 1/8/00

PART 2.

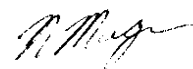
1. Terms of Easement for overland flow firstly referred to in the abovementioned plan.

1. The registered proprietor, grants to the registered proprietor of Lot 100 in Deposited Plan 749483 and to the Council of the City of Bankstown an easement for the overland flow of stormwater runoff over and across that part of the land affected by the easement for stormwater drainage created by notice of resumption of land registered number C833820 and as set out in DP 190216.
2. The registered proprietor shall maintain the overland flowpath as constructed and shall not plant any tree or shrub upon any part of the servient tenement.

Name of person or authority empowered to release vary or modify the easements and restrictions firstly referred to in the abovementioned plan is The Council of the City of Bankstown.

2. Terms of Positive Covenant secondly referred to in the abovementioned plan.

1. The registered proprietor will, in respect to the structure erected on the burdened land, and shown and described on the Strata Plan as "on site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) (hereinafter called "the system"):-
  - (a) permit stormwater to be temporarily detained by the system;
  - (b) keep the system clean and free of silt, rubbish and debris;
  - (c) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the Council;
  - (d) carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense;
  - (e) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
  - (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause



INSTRUMENT SETTING OUT TERMS OF EASEMENTS COVENANTS AND RESTRICTIONS  
ON THE USE OF THE LAND INTENDED TO BE CREATED PURSUANT TO SECTION 7(3)  
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B  
OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

Sheet 3 of 3 Sheets

**SP63559**

Strata Subdivision of Lot 100 DP 1005793  
covered by Council Clerk's Certificate No.  
F151/2000 dated 1/8/00

- (g) Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of carrying out the work and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and by entry of a covenant/charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
3. In this covenant "Council" means Council of the City of Bankstown.

THE COMMON SEAL of  
59 Rickard Rd Pty Limited was hereunto  
affixed in the presence of:

Sole Director/Secretary  
ANTHONY CRANE



Secretary

Signed for the Council for City of Bankstown.

*N. Maguire*  
Acting Business Manager  
Civil Approvals

REGISTERED  9.8.2000

RECORDED 12 JAN 1922  
MEMORANDUM TRANSFER  
(REAL ESTATE TRANSFER ACT, 1900.)  
ONE SHILLING  
REGISTRAR GENERAL - NEW SOUTH WALES

Transfer.....  
Endorsement.....  
Certificate.....

(Trusts must not be disclosed in the transfer.)

a If a less estate, strike out "in fee simple," and interline the required alteration.

773387

The Greenacre Property Limited (herein called transferor)  
Sited Sydney (herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred pounds (£100.0.0) (the receipt whereof is hereby acknowledged) paid to me by Maud Matilda Arnold, wife of Percy Joseph Arnold of Lamworth, Co. W. Servant and in further consideration of one hundred and thirty pounds (£130.0.0) paid to said Maud Matilda Arnold by Jane Gertrude Ramsay of 738 Arden Street Coogee near Sydney, N.S.W.

doth hereby at the request and by direction of said Maud Matilda Arnold (herein called transferor) transfer to the transferee Jane Gertrude Ramsay ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Bankstown	Part	2131	157
anaburg lots 117 and 118 on Dep. Plan 7561					

And the transferee covenants with the transferor that any main building erected on either of the lots hereby transferred shall be of a value of not less than £150 and also that on the erection of any such building the lands shall be fenced and that no advertisement hoarding shall be erected on the said land and for the purposes of Section 89 of the Conveyancing Act 1919 IT IS HEREBY FURTHER AGREED AND DECLARED that the land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 7561 other than the land hereby transferred AND that the land which is subject to the burden of the above covenant is the land described therein AND lastly that the above covenants or any of them may be released varied or modified with the consent of the said Company its successors or assigns.

ENCUMBRANCES, &c., REFERRED TO:

Signed at the day of  
THE COMMON SEAL OF THE GREENACRE PROPERTY LIMITED was hereto affixed by JAMES EDWARD RICHARD this TWENTY-NINTH day of September 1921 in the presence of:  
Leo S. Bone

Signed  
I direct the issue of above transfer  
M. M. Arnold

Signed in my presence by the transferee  
WHO IS PERSONALLY KNOWN TO ME  
J. G. Ramsay

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

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Public, a J.P., or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

12227



No. **A773387**

CONSENT OF MORTGAGEE.

I, *W.I.*, mortgagee under Mortgage No. *192*,  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at *this*  
day of *192*

Mortgages.

Signed in my presence by  
who is personally known to me,

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at *the* day of *192*

Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

MEMORANDUM OF TRANSFER of

*Lot 117 & 118 D.P. 1561*  
*(Subject to Covenant)*  
*Shire of Port Phillip*  
*Municipality of Port Phillip*  
*Parish of Port Phillip*  
*County of Cumberland*

*Jane Gertrude Ramsey* Transferee.

Particulars entered in Register Book, Vol. *113* Fol. *15*

LODGED BY

*WILLIAMS & DAWSON,*

*REGISTERED OFFICE,*

DOCUMENTS LODGED HEREWITH.

To be filled in by parish lodging dealing.

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

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	<i>W.I.</i>	<i>19.1.22</i>
Received from Records	<i>W.I.</i>	<i>19.1.22</i>
Draft written	<i>W.I.</i>	<i>19.1.22</i>
Draft examined	<i>W.I.</i>	<i>19.1.22</i>
Diagram prepared	<i>W.I.</i>	<i>19.1.22</i>
Diagram examined	<i>W.I.</i>	<i>19.1.22</i>
Draft forwarded	<i>W.I.</i>	<i>19.1.22</i>
Supt. of Engrossers	<i>W.I.</i>	<i>19.1.22</i>
Cancellation Clerk	<i>W.I.</i>	<i>19.1.22</i>
VOL. <b>3274</b> Fol. <b>66</b>		
Diagram Fees		
Additional Folios		

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

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

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

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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



**AM596897Q**

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP63559		
(B) <b>LODGED BY</b>	Document Collection Box <b>124E</b>	Name, Address or DX, Telephone, and Customer Account Number if any  GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 12 5669 Reference: #4006 KT SP63559 <b>BANN - 6309332</b>	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 63559 certify that a special resolution was passed on 23/6/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-law 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
Refer Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B.
- (G) The seal of The Owners-Strata Plan No. 63559 was affixed on 17<sup>th</sup> July 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]  
Name: Refer Annexure A

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

Signature: [Signature]  
Name: Refer Annexure A

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

ON COOL  
OFF SG  
OFF ALL CB  
ON CI

~



**The By-laws for SP63559 are added to as follows**

**SPECIAL BY-LAW NO. 2**

**By-law to authorise the owner of Lot 27 to add to, alter and erect new structures on the common property and exclusive use**

**PART 1**

**DEFINITIONS & INTERPRETATION**

**1.1 In this by-law:**

- (a) Authority means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) Exclusive Use Area means the common property areas reasonably required to keep the Works.
- (c) Insurance means:
  - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (d) Lot means lot 27 in strata scheme 63559.
- (e) Owner means the owner of the Lot from time to time.
- (f) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 63559.
- (g) Works means the works set out in the scope of works annexed to this by-law.

**1.2 In this by-law a word which denotes:**

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

## **PART 2**

### **GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3**

### **CONDITIONS**

#### **PART 3.1**

##### **Before commencement**

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

#### **PART 3.2**

##### **During construction**

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 2 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;

- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
  - (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

### **PART 3.4**

#### **Enduring rights and obligations**

- 3.4 The Owner:
- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
  - (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
  - (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
  - (d) remains liable for any damage to lot or common property arising out of the Works;
  - (e) must make good any damage to lot or common property arising out of the Works; and
  - (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

#### Scope of Works

- Demolish and remove entire existing bathroom
- Installation of new waterproofing membrane in bathroom
- Installation of new floor and wall tiles in bathroom
- Install new shower, vanity and toilet in bathroom
- Removal of carpet and installation of acoustic underlay and vinyl floors in lounge, hall and bedrooms
- Removal of water damaged shelving under kitchen sink and replace with new shelving

**THIS IS ANNEXURE "B" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS  
TORRENS TITLE: CP/SP63559**

**Consolidated List of By-laws for SP63559**

**1. Noise**

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

**2. Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property nor permit any invitee of the owner or occupier to park or stand any motor or other vehicle on any part of the common property (other than a car space reserved for visitor parking) except with the prior written approval of the owners corporation.

**3. Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis; nor stand, store, or keep any article or goods upon common property without the prior written approval of the owners corporation.

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

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

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

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

**5. Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

(2) An approval given by the owners corporation under sub-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 to improve safety within the owner's lot, PROVIDED THAT the same shall be installed entirely within the lot and shall not encroach upon any common property, or

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

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

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

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

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub-clause (3) that forms part of the common property and that services the lot, and





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

**6. Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier or 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 responsibility or control to play on common property within the building or to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children, unless the child is at all times accompanied and supervised by an adult exercising effective control.

**8. Behaviour of invitees**

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

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

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other materials or discarded item except with, and in strict accordance with the terms of, the prior written approval of the owners corporation.

**10. Drying of laundry items**

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

**11. Cleaning windows and doors**

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

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

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

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

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

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

- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

#### **14. Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15. Garbage disposal**

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

#### **16. Keeping of animals**

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

#### **17. Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in harmony or keeping with the appearance, amenity or style of the rest of the building. In particular the owner or occupier of a lot shall not place, fix or hang any curtains, blinds or shutters without the prior written consent of the owners corporation which are of a colour, pattern or design not in harmony with the appearance, amenity or style of the common property.
- (2) In order to preserve the visual amenity of the complex no owner or occupier of a lot shall display upon any part of the common property or in or upon any lot, any "for sale" or "for lease" signs. This by-law shall not apply to the selling and leasing activities of the original owner as defined in the dictionary to Strata Schemes Management Act.
- (3) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in and regulated by by-law 10.

#### **18. Change in use of lot to be notified**

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

#### **19. Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, being an amenity or service not provided to every lot in the strata plan it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

#### **20. Management**

The executive committee shall be authorised and empowered on behalf of the owners corporation to enter into such agreements and arrangements as it may resolve to be appropriate for the management, control, administration, maintenance and security of any buildings or other common property for such periods and upon such terms as the executive committee may determine.

#### **21. Preservation of fire safety**

The owner or occupier of a lot must not do anything nor permit any invitee of any owner or occupier to do anything on the lot or the common property that is likely to effect the operation

of any fire safety apparatus or otherwise reduce the level of fire safety for any lot or any part of the common property.

#### **SPECIAL BY-LAW NO. 1**

##### **Power to upgrade and/or install security system**

#### **1. DEFINITIONS**

(i) In this by-law, the following terms are defined to mean:

**"Security System"** means a system and mechanisms to permit and facilitate access to and from lots and common property, and to monitor and record said access, including but not limited to the following:

- the installation of security cameras (CCTV) to common property to control the movement of persons to and from the parcel.

**"Equipment"** means all equipment (including cabling) necessary to facilitate the installation, operation, maintenance and repair of the Security System.

#### **2. POWERS & DUTIES**

The owners' corporation shall have the following additional powers, authorities, duties and functions:

- a) the power to install the Equipment in the common property and lots;
- b) the power to enter lots to install, repair or replace the Equipment or any part of the Equipment (if necessary) on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996;
- c) the power to enter into arrangements with third parties from time to time for the operation of the Security System;
- d) the power to enter into arrangements with third parties from time to time for the installation, repair, maintenance and replacement of the Equipment
- e) the duty to keep any Equipment installed pursuant to this by-law in good and serviceable repair; and
- f) the power to replace the Equipment from time to time as determined by the owners corporation.

#### **SPECIAL BY-LAW NO. 2**

**By-law to authorise the owner of Lot 27 to add to, alter and erect new structures on the common property and exclusive use**

#### **PART 1**

##### **DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) Authority means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) Exclusive Use Area means the common property areas reasonably required to keep the Works.
- (c) Insurance means:

- (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (d) Lot means lot 27 in strata scheme 63559.
- (e) Owner means the owner of the Lot from time to time.
- (f) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 63559.
- (g) Works means the works set out in the scope of works annexed to this by-law.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2**

**\* GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

**PART 3**

**CONDITIONS**

**PART 3.1**

**Before commencement**

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

## **PART 3.2**

### **During construction**

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 2 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

## **PART 3.3**

### **After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

## **PART 3.4**

### **Enduring rights and obligations**

#### **3.4 The Owner:**

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

#### Scope of Works

- Demolish and remove entire existing bathroom
- Installation of new waterproofing membrane in bathroom
- Installation of new floor and wall tiles in bathroom
- Install new shower, vanity and toilet in bathroom
- Removal of carpet and installation of acoustic underlay and vinyl floors in lounge, hall and bedrooms
- Removal of water damaged shelving under kitchen sink and replace with new shelving





## Approved Form 10

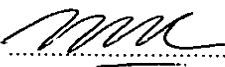
### Certificate re Initial Period

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 63559 was affixed on ^ 17<sup>th</sup> July 2017 in the  
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to  
attest the affixing of the seal.

Signature:  Name: MIMI DINHI Authority: .....

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

^ Insert appropriate date

\* Strike through if inapplicable.

#### Lodger Details

Lodger Code 505199  
Name BANNERMANS LAWYERS  
Address SE 702, 2 ELIZABETH PLZA  
NORTH SYDNEY 2060  
Lodger Box 1W  
Email WZHANG@BANNERMANS.COM.AU  
Reference 14010

Land Registry Document Identification

AR215097

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/SP63559	N	

#### Owners Corporation

THE OWNERS - STRATA PLAN NO. SP63559  
Other legal entity

#### Meeting Date

10/06/2021

#### Amended by-law No.

**Details** N/A

#### Added by-law No.

**Details** Special By-law 6

#### Repealed 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. SP63559  
**Signer Name** MATTHEW STUART JENKINS  
**Signer Organisation** DAVID SUTHERLAND BANNERMAN  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 06/07/2021



**Consolidated List of By-laws for SP63559  
59 Rickard Road  
BANKSTOWN NSW 2200**

**1. Noise**

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

**2. Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property nor permit any invitee of the owner or occupier to park or stand any motor or other vehicle on any part of the common property (other than a car space reserved for visitor parking) except with the prior written approval of the owners corporation.

**3. Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis; nor stand, store, or keep any article or goods upon common property without the prior written approval of the owners corporation.

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

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

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

**5. Damage to common property**

- 5.1 An owner or occupier of a lot must not damage or deface any structure that forms part of the common property other than in accordance with the *Strata Schemes Management Act 2015*. The owner must rectify any damage caused by breach of this clause upon the request of the owners corporation and within a reasonable period of time.
- 5.2 An owner or occupier of a lot must reimburse the owners corporation for the cost of rectifying any damage to the common property due to an owner or occupier's breach of clause 5.1.
- 5.3 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.
- 5.4 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.
- 5.5 Clause 5.3 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.



**5.6 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 5.3 that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 5.3 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 or 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 responsibility or control to play on common property within the building or to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children, unless the child is at all times accompanied and supervised by an adult exercising effective control.

## **8. Behaviour of invitees**

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

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

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other materials or discarded item except with, and in strict accordance with the terms of, the prior written approval of the owners corporation.

## **10. Drying of laundry items**

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

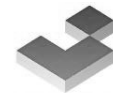
## **11. Cleaning windows and doors**

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

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

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

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



BANNERMANS  
LAWYERS

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

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

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

### **14. Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15. Garbage disposal**

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



- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

## **16. Keeping of animals**

- 16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of such Animals may interfere with the quiet enjoyment of another lot by its owner or occupier.
- 16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of the owners corporation, keep that Animal on its lot but in its death is not entitled to replace the animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.
- 16.3 The restriction set out at 16.1 does not apply to the extent that an Animal is an assistance animal as that term is defined under section 9 of the *Disability Discrimination Act 1992* (Cth) "Assistance Animal".
- 16.4 An owners corporation may require an owner or occupier of a lot to produce evidence to the owners corporation that an Animal is an Assistance Animal.
- 16.5 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier by its invitees.
- 16.6 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

## **17. Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in harmony or keeping with the appearance, amenity or style of the rest of the building. In particular the owner or occupier of a lot shall not place, fix or hang any curtains, blinds or shutters without the prior written consent of the owners corporation which are of a colour, pattern or design not in harmony with the appearance, amenity or style of the common property.
- (2) In order to preserve the visual amenity of the complex no owner or occupier of a lot shall display upon any part of the common property or in or upon any lot, any "for sale" or "for lease" signs. This by-law shall not apply to the selling and leasing activities of the original owner as defined in the dictionary to Strata Schemes Management Act.
- (3) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in and regulated by by-law 10.

## **18. Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change



of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **19. Provision of amenities or services – Repealed**

## **20. Management**

The executive committee shall be authorised and empowered on behalf of the owners corporation to enter into such agreements and arrangements as it may resolve to be appropriate for the management, control, administration, maintenance and security of any buildings or other common property for such periods and upon such terms as the executive committee may determine.

## **21. Preservation of fire safety**

The owner or occupier of a lot must not do anything nor permit any invitee of any owner or occupier to do anything on the lot or the common property that is likely to effect the operation of any fire safety apparatus or otherwise reduce the level of fire safety for any lot or any part of the common property.

## **Special By-law No. 1 Power to upgrade and/or install security system**

### **1. DEFINITIONS**

(i) In this by-law, the following terms are defined to mean:

**"Security System"** means a system and mechanisms to permit and facilitate access to and from lots and common property, and to monitor and record said access, including but not limited to the following:

- the installation of security cameras (CCTV) to common property to control the movement of persons to and from the parcel.

**"Equipment"** means all equipment (including cabling) necessary to facilitate the installation, operation, maintenance and repair of the Security System.

### **2. INTERPRETATION**

2.1 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

### **3. POWERS & DUTIES**

The owners' corporation shall have the following additional powers, authorities, duties and functions:

- (a) the power to install the Equipment in the common property and lots;
- (b) the power to enter lots to install, repair or replace the Equipment or any part of the Equipment (if necessary) on the same terms as prescribed in section 122 of the *Strata Schemes Management Act 2015*;
- (c) the power to enter into arrangements with third parties from time to time for the operation of the Security System;





- (d) the duty to keep any Equipment installed pursuant to this by-law in good and serviceable repair; and
- (e) the power to replace the Equipment from time to time as determined by the owners corporation.

**Special by-law no. 2 By-law to authorise the owner of Lot 27 to add to, alter and erect new structures on the common property and exclusive use**

**PART 1  
DEFINITIONS & INTERPRETATION**

**1.1 In this by-law:**

- (a) Authority means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) Exclusive Use Area means the common property areas reasonably required to keep the Works.
- (c) Insurance means:
  - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (d) Lot means lot 27 in strata scheme 63559.
- (e) Owner means the owner of the Lot from time to time.
- (f) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 63559.
- (g) Works means the works set out in the scope of works annexed to this by-law.

**1.2 In this by-law a word which denotes:**

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2  
GRANT OF RIGHT**

- 2.1** The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2** The Owner has the exclusive use of the Exclusive Use Area.



## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
- (c) ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

### **PART 3.2 During construction**

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 2 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3 After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;



- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

### **PART 3.4**

#### **Enduring rights and obligations**

#### **3.4 The Owner:**

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.



### Scope of Works

- Demolish and remove entire existing bathroom
- Installation of new waterproofing membrane in bathroom
- Installation of new floor and wall tiles in bathroom
- Install new shower, vanity and toilet in bathroom
- Removal of carpet and installation of acoustic underlay and vinyl floors in lounge, hall and bedrooms
- Removal of water damaged shelving under kitchen sink and replace with new shelving



### **Special By-law 3      Empowering by-law – Delegation Minor Renovations**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulation 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63559.
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

#### **PART 2 GRANT OF RIGHTS**

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

### **Special By-law 4      Fire alarms**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
- (b) **Common Property** means the common property in strata scheme 63559.
- (c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
- (d) **Fire Alarm Costs** means:



- (i) any charges imposed by Fire and Rescue NSW pursuant to *the Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
- (ii) any additional administrative fee associated with the charges referred to in clause 1.1(d)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
- (e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (f) **Lot** means a lot in strata scheme 63559.
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63559.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

## **PART 2 CONDITIONS**

- 2.1 An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.
- 2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.
- 2.3 The Owners Corporation may:
  - (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
  - (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.



**Special By-law 5      By-law regarding compliance with development consent conditions and environmental planning instruments etc.**

**PART 1  
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- (b) **Lot** means a lot in strata scheme 63559.
- (c) **Occupier** means the occupier of a Lot from time to time.
- (d) **Owner** means the owner of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63559.
- (f) **Residential Tenancies Act** means the *Residential Tenancies Act 2010* (NSW) including any amending and replacing legislation.
- (g) **Short Term Letting** means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2  
RIGHTS**

2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

- (a) any development consent condition of the Owners Corporation; and
- (b) any Environmental Planning Instrument.



## Special By-Law 6 – Prohibition on smoking

### PART 1 DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- a) **Common Property** means the common property in strata scheme 63559.
  - b) **Lot** means a lot in strata scheme 63559.
  - c) **Smoke** or **Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product.
  - d) **Smoking Product** means any tobacco or other product that is intended to be smoked.
  - e) **Owner** means the Owner of a Lot from time to time.
- 1.2 In this by-law, a word which denotes:
- a) the singular includes plural and vice versa;
  - b) any gender includes the other genders;
  - c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
  - d) references to legislation includes references to amending and replacing legislation.

### PART 2 GRANT OF RIGHTS

- 2.1 An owner or occupier of a lot must not smoke within the lot or whilst on Common Property.
- 2.2 An owner or occupier of a lot must not allow another person, including without limitation their invitee or employee to smoke in another lot or whilst on the common property.
- 2.3 An Owner or Occupier of a lot must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

  
ANTHONY MAROON



## Approved Form 23

### Attestation

The seal of The Owners - Strata Plan No 63559 was affixed on ^ 22 JUNE 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: ANTHONY MALOON Authority: STRATA MANAGER

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

^ Insert appropriate date



Updated April 2009

SEP 26 2 13 PM 1933

*James*  
*Crown Solicitor*  
 CONVEYANCING ACT, 1919-1932.  
 REAL PROPERTY ACT, 1900.

*Notice*  
 Notice of Resumption of Land subject to the provisions  
 of the Real Property Act, 1900.  
 0833820

I, *Arthur Harry O'Connor* DO HEREBY CERTIFY that the  
 copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the  
 Government Gazette of the *twenty first* day of *July* one thousand nine hundred  
 and *thirty nine*, declaring that the land therein described, being the land mentioned in the Schedule  
 hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the  
 said Notification as if the same were a Memorandum of Transfer of *land resumed* duly executed  
 under the Real Property Act, 1900, and I, *the said Arthur Harry O'Connor*  
 HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900.  
 AND I FURTHER CERTIFY that I was appointed by writing dated the *twentieth* day  
 of *July*, one thousand nine hundred and thirty-*eight* under *his hand*  
 and official seal by *the Minister for Public Works*  
 to sign this Certificate on behalf of the said *Minister*, and that I have received no notice  
 or information of the revocation of such appointment.

SCHEDULE.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
<i>103</i>	<i>5</i>	<i>D.P. 5625</i>		<i>3234</i>	<i>56</i>
<i>Part of 107-110</i>		<i>7561</i>		<i>3833</i>	<i>158</i>
<i>Part of 19</i>				<i>2486</i>	<i>128</i>
<i>Part of 19-20</i>				<i>4007</i>	<i>116</i>
<i>Part of 21</i>				<i>4436</i>	<i>301</i>
<i>Part of 21-22</i>				<i>3751</i>	<i>22</i>
<i>Part of 22</i>				<i>4407</i>	<i>64</i>
<i>Part of 29</i>				<i>4014</i>	<i>124</i>
<i>Part of 30</i>				<i>3497</i>	<i>244</i>
<i>Part of 31</i>				<i>2376</i>	<i>39</i>
<i>32</i>				<i>2297</i>	<i>112</i>
<i>33</i>				<i>2914</i>	<i>56</i>
<i>34</i>				<i>4509</i>	<i>8</i>
<i>Part of 39</i>				<i>4509</i>	<i>8</i>
<i>40</i>				<i>2024</i>	<i>240</i>
<i>41</i>				<i>4037</i>	<i>133</i>
<i>42</i>				<i>2659</i>	<i>157</i>
<i>123</i>				<i>3018</i>	<i>44</i>
<i>124</i>				<i>2726</i>	<i>147</i>
<i>125</i>				<i>4535</i>	<i>248</i>
<i>111</i>				<i>2335</i>	<i>289</i>
<i>112</i>				<i>2617</i>	<i>206</i>
				<i>2533</i>	<i>40</i>
				<i>2843</i>	<i>8</i>

DATED this *twenty fifth* day of *September*, in the year of Our Lord  
 one thousand nine hundred and thirty-*nine*

SIGNED by the said *Arthur Harry O'Connor*  
 in the presence of *Reed*

THE REGISTRAR GENERAL,  
 SYDNEY.

*Arthur Harry O'Connor*

[Published in Government Gazette No. 108 of 21st July, 1939.]

**PUBLIC WORKS ACT, 1912, AS AMENDED.**  
**BANSTOWN STORMWATER DRAINAGE: THE APPIAN WAY**  
**EXTENSION AND MILTON-STREET BRANCH CHANNELS.**

**Acquisition of Easement.**

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right to use the surface, subsoil and underpinning of the land described in the Schedule hereto for the construction and maintenance of a stormwater channel is, as to so much of the said land described in the said Schedule as is Crown land, hereby appropriated, and as to so much of the said land described in the said Schedule as is private property hereby resumed, under the Public Works Act, 1912, as amended, for the purposes of a certain authorised work, namely, Banstown stormwater drainage: The Appian Way Extension and Milton-street branch channels; and it is hereby further notified and declared that the said easement or right is vested in the Minister for Public Works as Constructing Authority.

Dated this twelfth day of July, 1939.

WAKEHURST, Governor.

By His Excellency's Command,

E. S. SPOONER, Minister for Public Works.

**SCHEDULE.**

All that piece or parcel of land situate in the Municipality of Banstown, parish of Banstown, county of Cumberland and State of New South Wales, being part of lot 103, section 5, deposited plan 5,625 and part of lots 2, 3 and 4 of a subdivision of lots 117 and 118, section 5, deposited plan 7,561, shown in plan annexed to dealing B. 312,731: Commencing on the north-western side of Rickard-street at the south-western corner of the said lot 103; and bounded thence on the west by part of the western boundary of that lot bearing 2 minutes 7 feet 81 inches; on the north-west by a line bearing 3 degrees 14 minutes 268 feet 31 inches, a curved line being 31 feet 101 inches of the arc of a circle having a radius of 60 feet the centre lying towards the south-east of the chord which bears 18 degrees 27 minutes 30 seconds for a distance of 31 feet 61 inches and a line bearing 33 degrees 31 minutes 115 feet 111 inches to the southern side of Dryce-street; on the north by that side of that street bearing 88 degrees 50 minutes 50 seconds 12 feet 21 inches; on the south-east by a line bearing 213 degrees 41 minutes 122 feet 11 inches, a curved line being 26 feet 61 inches of the arc of a circle having a radius of 50 feet the centre lying towards the south-east of the chord which bears 108 degrees 27 minutes 30 seconds for a distance of 20 feet 3 inches and a line bearing 183 degrees 14 minutes 274 feet 4 inches to the north-western side of Rickard-street aforesaid, the said lines being 2 feet from the inner face of the channel wall at top; and again on the south-east by that side of that street bearing 267 degrees 57 minutes 0 feet 11 inches to the point of commencement, and said to be in the possession of W. J. Davies and George Wood.

Also, all that piece or parcel of land, situate as aforesaid, being part of lots 18, 19, 20, 21, 22, 23, 28, 29, 30, 31, 32, 33, 34, 39, 40, 41 and 42, section 5, deposited plan 5,625, part of lots 121, 124 and 125, section 5, deposited plan 7,561, shown in plan annexed to dealing B. 312,731: Commencing on the southern side of North-street at a point bearing 88 degrees 50 minutes 50 seconds and distant 17 feet 41 inches from the north-western corner of the said lot 125, section 5, deposited plan 7,561; and bounded thence on the north by that side of that street bearing 88 degrees 50 minutes 50 seconds 8 feet 71 inches; on the north-east and south-east by a line bearing 167 degrees 11 minutes 210 feet 10 inches, a curved line being 40 feet 101 inches of the arc of a circle having a radius of 54 feet the centre lying towards the west of the chord which bears 182 degrees 2 minutes 40 seconds for a distance of 45 feet 41 inches, a line bearing 200 degrees 54 minutes 20 seconds 200 feet 01 inches and a curved line being 5 feet

31 inches of the arc of a circle having a radius of 46 feet the centre lying towards the south-east of the chord which bears 203 degrees 35 minutes 30 seconds for a distance of 5 feet 31 inches to the southern boundary of lot B of a subdivision of the said lot 30, section 5, deposited plan 5,625, shown in plan annexed to dealing B. 527,486; on the south by part of that boundary bearing 268 degrees 50 minutes 50 seconds 71 inches to the south-western corner of that lot; on the east by part of the eastern boundary of the said lot 18, section 5, deposited plan 5,625 bearing 150 degrees 2 minutes 1 foot 101 inches; again on the east by a curved line being 11 feet 61 inches of the arc of a circle having a radius of 46 feet the centre lying towards the east of the chord which bears 188 degrees 45 minutes 50 seconds for a distance of 14 feet 51 inches and a line bearing 179 degrees 43 minutes 290 feet 11 inches; again on the north-east by a curved line being 18 feet 91 inches of the arc of a circle having a radius of 46 feet the centre lying towards the north-east of the chord which bears 168 degrees 2 minutes for a distance of 18 feet 71 inches and a line bearing 156 degrees 21 minutes 183 feet 01 inch; again on the north by a line bearing 80 degrees 5 minutes 158 feet 01 inch to the western side of Joseph Banks street; again on the east by that side of that street bearing 180 degrees 2 minutes 8 feet; again on the south by a line bearing 269 degrees 5 minutes 133 feet 111 inches; again on the south-east by a curved line being 30 feet 111 inches of the arc of a circle having a radius of 34 feet the centre lying towards the south-east of the chord which bears 235 degrees 24 minutes for a distance of 37 feet 81 inches and a line bearing 201 degrees 43 minutes 184 feet 01 inch to the southern boundary of the said lot 29, section 5, deposited plan 5,625; again on the south by part of that boundary bearing 268 degrees 50 minutes 50 seconds 1 foot 10 inches to the south-western corner of that lot; again on the east by part of the eastern boundary of the said lot 111, section 5, deposited plan 7,561, bearing 180 degrees 2 minutes 4 feet 61 inches; again on the south-east by a line bearing 201 degrees 43 minutes 60 feet 8 inches and a curved line being 106 feet 11 inches of the arc of a circle having a radius of 106 feet the centre lying towards the north-west of the chord which bears 230 degrees 23 minutes 30 seconds for a distance of 101 feet 81 inches to the southern boundary of the said lot 112; again on the south by part of that boundary bearing 268 degrees 50 minutes 50 seconds 130 feet 9 inches to the eastern side of Jacobs street; on the west by that side of that street bearing 2 minutes 1 foot 6 inches; again on the north by a line bearing 88 degrees 52 minutes 112 feet 61 inches; on the north-west and south-west by a curved line being 111 feet 4 inches of the arc of a circle having a radius of 95 feet the centre lying towards the north-west of the chord which bears 55 degrees 17 minutes 30 seconds for a distance of 105 feet 1 inch, a line bearing 21 degrees 43 minutes 261 feet 51 inches, a curved line being 36 feet 5 inches of the arc of a circle having a radius of 46 feet the centre lying towards the west of the chord which bears 359 degrees 2 minutes for a distance of 35 feet 51 inches, a line bearing 330 degrees 21 minutes 162 feet 21 inches and a curved line being 22 feet 01 inch of the arc of a circle having a radius of 54 feet the centre lying towards the north-east of the chord which bears 318 degrees 2 minutes for a distance of 21 feet 101 inches; and again on the west, north-west and south-west by a line bearing 359 degrees 43 minutes 290 feet 11 inches, a curved line being 25 feet 71 inches of the arc of a circle having a radius of 54 feet the centre lying towards the south-east of the chord which bears 13 degrees 18 minutes 16 seconds for a distance of 27 feet 41 inches, a line bearing 26 degrees 34 minutes 20 seconds 200 feet 01 inches, a curved line being 30 feet 11 inches of the arc of a circle having a radius of 46 feet the centre lying towards the west of the chord which bears 2 degrees 2 minutes 40 seconds for a distance of 38 feet 8 inches and a line bearing 337 degrees 11 minutes 220 feet 01 inch to the point of commencement, and said to be in the possession of H. W. Steel and others.

(S.W. 30-808)

(3173)

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness

*[Signature]*

*[Signature]*

3/10

LG.MANIAGO:80002

Info Track  
GPO Box 4029  
SYDNEY NSW 2001

## PLANNING CERTIFICATE

**Section 10.7 of the Environmental Planning and Assessment Act, 1979.**

**Certificate No:** 20217774  
5 October 2021

**Land which Certificate is issued for:**

**Strata Plan 63559**

**59 Rickard Road, BANKSTOWN NSW 2200**

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

Land which Certificate is issued for:

**Strata Plan 63559**

**59 Rickard Road, BANKSTOWN NSW 2200**

**PART 1:  
ENVIRONMENTAL PLANNING INSTRUMENTS**

**1.1** Principal Environmental Planning Instrument

**Bankstown Local Environmental Plan 2015**

Date effective from

**5 March 2015**

Land Use Zone

**ZONE B4 MIXED USE**

**1. Permitted without consent**

Nil

**2. Permitted with consent**

Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 1 or 3

**3. Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Port facilities; Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse and distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

*The above information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

## 1.2 **State Environmental Planning Policies**

**Note:** The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Industry and Environment (DPIE) website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). The full wording of each SEPP can also be accessed via the DPIE website.

### **State Environmental Planning Policies:**

No. 19 - Bushland in Urban Areas

No. 21 - Caravan Parks

No. 33 - Hazardous and Offensive Development

No. 50 - Canal Estates

No. 55 - Remediation of Land

No. 64 - Advertising and Signage

No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

### **Greater Metropolitan Regional Environmental Plan**

Georges River Catchment

Aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment.

### **Proposed State Environmental Planning Policies**

Not applicable

## 1.3 **Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**

The land is affected by Planning Proposal (PP\_2019\_CBANK\_005) which has been placed on public exhibition. The Planning Proposal seeks to produce a single set of planning rules for the Canterbury Bankstown Local Government Area and to implement key actions of current land use strategies.

## 1.4 **Development Control Plans**

### **BANKSTOWN DEVELOPMENT CONTROL PLAN 2015**

Contains detailed design guidelines and development standards for development in the former Bankstown City.

## 1.5 **Contribution Plans**

### **BANKSTOWN DEVELOPMENT CONTRIBUTIONS PLAN 2019**

Development Contributions Plan prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2000.

## **PART 2: RESTRICTIONS ON DEVELOPMENT**

### **2.1 Heritage**

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

### **2.2 Mine Subsidence**

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

### **2.3 Road Widening and Road Realignment**

*Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument;*

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

*Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.*

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

### **2.4 Council and Other Public Authority Policies on Hazard Risk Restrictions**

*Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:*

- **Land Slip**

The land is not affected by a policy restriction relating to landslip

- **Bushfire**

Not applicable

- **Tidal Inundation**

The land is not affected by a policy restriction relating to tidal inundation

- **Subsidence**

The land is not affected by a policy restriction relating to subsidence

- **Acid Sulfate Soils**

The land is not affected by a policy restriction relating to acid sulfate soils.

- **Unhealthy Building Land**

The land is not affected by a policy restriction relating to Unhealthy Building Land.

- **Any Other Risk**

Not applicable.



**2.5 Flooding**

The land, or part of the land, **is within** the flood planning area (FPA) and consequently the probable maximum flood (PMF).

The land, or part of the land, **is subject to** flood related development controls.

Please note that a Stormwater Systems Report (SSR) will be required from Council (cost applies) to further understand constraints that may relate to development of the property. An SSR can be ordered online from Council's website.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.4 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (<https://cb.city/flooding>).

**NB:** The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan.

**2.6 Matters arising under the Contaminated Land Management Act, 1997.**

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environmental Protection Agency (EPA)* for more information.

**2.7 Land Reserved For Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

**2.8 Property Vegetation Plans**

Not applicable

**2.9 Orders under Trees (Disputes Between Neighbours) Act 2006**

Not applicable

**2.10 Directions under Part 3A**

Not applicable

**2.11 Site Compatibility Certificates and Conditions for Seniors Housing**

Not applicable

**2.12 Site Compatibility Certificates for Infrastructure**

Not applicable

**2.13 Site Compatibility Certificates and Conditions for Affordable Rental Housing**

Not applicable

**2.14 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Not applicable

**2.15 Biodiversity Certified Land**

Not applicable

**2.16 Paper Subdivision Information**

Not applicable

**2.17 Site Verification Certificates**

Not applicable

**2.18 Loose-Fill Asbestos Ceiling Insulation**

Not applicable

**2.19 Affected Building Notices and Building Product Rectification Orders**

Not applicable

**2.20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

Not applicable

**2.21 Complying Development**

*Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land. **Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.***

<b>Housing Code (if in a residential zone)</b>	Yes
<b>Rural Housing Code (if in a rural residential zone)</b>	Not applicable
<b>Low Rise Housing Diversity Code</b>	Yes
<b>Housing Alterations Code</b>	Yes
<b>General Development Code</b>	Yes
<b>Greenfield Housing Code</b>	Not applicable
<b>Inland Code</b>	Not applicable
<b>Commercial and Industrial (New Building and Alterations) Code</b>	Yes
<b>Commercial and Industrial Alterations Code</b>	Yes
<b>Container Recycling Facilities Code</b>	Yes
<b>Demolition Code</b>	Yes
<b>Subdivision Code</b>	Yes
<b>Fire Safety Code</b>	Yes

**Important Disclaimer:** This clause of the Certificate only contains information in respect of that required by clause 3 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000, in relation to Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued under the provisions of the SEPP is invalid.

**PART 3:  
INFORMATION PROVIDED UNDER SECTION 10.7 (5)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

**Note:** When information pursuant to Section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 10.7(6), which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

**3.1 Additional Flood Planning Advice**

In addition to Section 2.5 of this certificate, the following information may assist in interpreting the DCP:

**Flooding - Salt Pan C17 Study 2009, Policy**

The land, or part of the land, is subject to flood related development controls under the principal EPI (noted in section 1.1 of this certificate) and the Development Control Plan (noted in section 1.4 of this certificate).

These flood related development controls are informed by the Salt Pan Creek Stormwater Catchment Study (June 2007) and Report Addendum (October 2009). The study can be viewed online at <https://cb.city/flooding> – Council’s Floodplain Management webpage. The study identifies where the land, or part of the land, is affected by the 100 year flood and which, or both, of the following flood risk precincts may apply:

- High flood risk precinct – Land below the 100 year flood that is either subject to a high hydraulic hazard or where there are significant evacuation difficulties; and
- Medium flood risk precinct - Land below the 100 year flood that is not subject to a high hydraulic hazard and where there are no evacuation difficulties.

The principal EPI can be viewed online at the NSW legislation website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au). The relevant Development Control Plan includes flood related development controls for properties based on the relevant flood risk precinct in the Flood Risk Management Chapter. This can be viewed on Council’s website - [www.cbcity.nsw.gov.au](http://www.cbcity.nsw.gov.au).

**3.2 Tree Preservation Order**

A tree preservation order applies to the whole of the City of Canterbury Bankstown.

**3.3 Council Policy on Contaminated Land**

On 22 August 2017 Council adopted a policy on contaminated land. This policy will restrict development of land:

- a) which is affected by contamination;
- b) which has been used for certain purposes;
- c) in respect of which there is not sufficient information about contamination;
- d) which is proposed to be used for certain purposes;
- e) in other circumstances contained in the policy.

**3.4 General Advice Regarding Use of Property**

Persons considering commencing a use of or purchasing a property are advised to seek confirmation that the current, or intended, use (as the case may be) has been approved by Council, or does not require Council approval. It is pointed out that the question of “existing use rights” within the meaning of the Environmental Planning and Assessment Act, 1979, is a complex matter, and that the commencement of a use without Council approval (where required) is unlawful and may be subject to enforcement action.

3.5

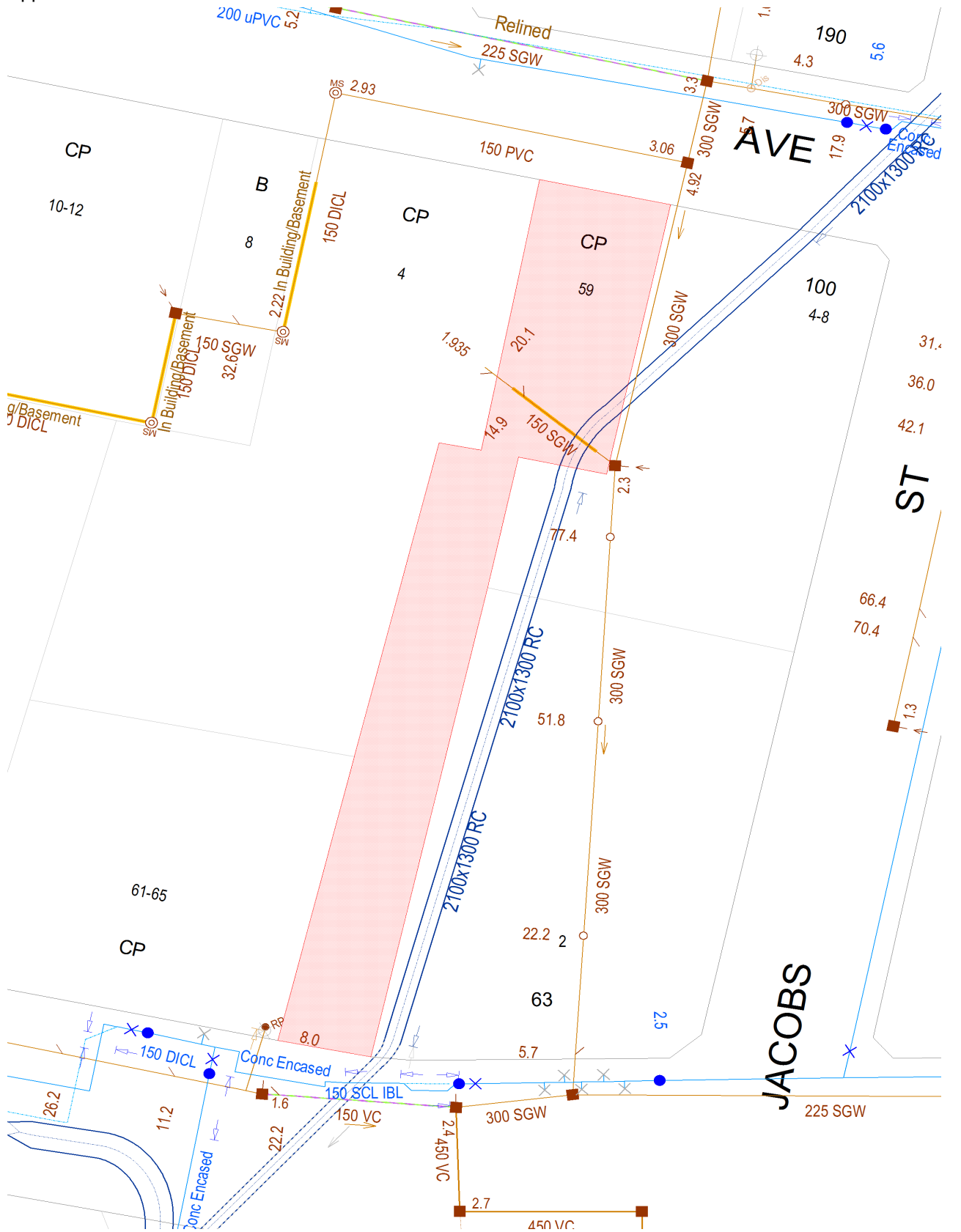
**Other Matters**  
Not applicable.



**MITCHELL NOBLE**  
**MANAGER SPATIAL PLANNING**

# Service Location Print

Application Number: 8001102654



Document generated at 05-10-2021 11:00:41 AM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### 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: 8001102692

Copy of Diagram No.  
155828

Copy of  
Diagram  
No. 155828

A3 SIZE DIAGRAM

FRENCH  
AVENUE

Abt. 30 to Jacob St.

RICKARD

ROAD

Internal, External drainage to fixtures is assumed, and was drawn from details as submitted by licensed drainer.

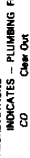
**INDICATES - DRAINAGE FITTINGS**

☐ Ch. ☐ P. Trap  
☐ L.H. ☐ Ch. Valve  
☐ Boundary ☐ V. Vertical Pipe  
☐ Boundary Trap ☐ V. Induct. Pipe  
☐ Inspection Shaft ☐ MF  
☐ Pit ☐ MF  
☐ Grease Interceptor ☐ Jn.  
☐ Gully ☐ R. Rooding Point

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

CO Clear Out Bid Toilet  
 CD Vent Pipe S Shower  
 V V SW: Sink  
 K Kitchen Sink F Washing Machine  
 W Waste Closet BS Bar Sink  
 B Bath Waste LS Lab Sink  
 H Handbasin LS Waste Stack  
 O SV Soil Vent Pipe O WS Waste Stack

**SYMBOLS AND ABBREVIATIONS**



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. The existence and position of the Board's sewers, stormwater channels, pipes, manns and structures should be ascertained by inspection of records and by reference to the plans of the Board. Discrepancies in the location of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendments to these plans. Discrepancies in the outline and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicate availability of a sewer and any sewerage service about as existing in Board's records (By-Law 6, Clause 3).

**SEWER AVAILABLE**

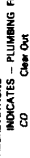
**INDICATES - DRAINAGE FITTINGS**

☐ Ch. ☐ P. Trap  
☐ L.H. ☐ Ch. Valve  
☐ Boundary ☐ V. Vertical Pipe  
☐ Boundary Trap ☐ V. Induct. Pipe  
☐ Inspection Shaft ☐ MF  
☐ Pit ☐ MF  
☐ Grease Interceptor ☐ Jn.  
☐ Gully ☐ R. Rooding Point

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

CO Clear Out Bid Toilet  
 CD Vent Pipe S Shower  
 V V SW: Sink  
 K Kitchen Sink F Washing Machine  
 W Waste Closet BS Bar Sink  
 B Bath Waste LS Lab Sink  
 H Handbasin LS Waste Stack  
 O SV Soil Vent Pipe O WS Waste Stack

**SYMBOLS AND ABBREVIATIONS**



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. The existence and position of the Board's sewers, stormwater channels, pipes, manns and structures should be ascertained by inspection of records and by reference to the plans of the Board. Discrepancies in the location of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in the outline and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicate availability of a sewer and any sewerage service about as existing in Board's records (By-Law 6, Clause 3).

**SEWER AVAILABLE**

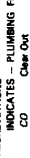
**INDICATES - DRAINAGE FITTINGS**

☐ Ch. ☐ P. Trap  
☐ L.H. ☐ Ch. Valve  
☐ Boundary ☐ V. Vertical Pipe  
☐ Boundary Trap ☐ V. Induct. Pipe  
☐ Inspection Shaft ☐ MF  
☐ Pit ☐ MF  
☐ Grease Interceptor ☐ Jn.  
☐ Gully ☐ R. Rooding Point

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

CO Clear Out Bid Toilet  
 CD Vent Pipe S Shower  
 V V SW: Sink  
 K Kitchen Sink F Washing Machine  
 W Waste Closet BS Bar Sink  
 B Bath Waste LS Lab Sink  
 H Handbasin LS Waste Stack  
 O SV Soil Vent Pipe O WS Waste Stack

**SYMBOLS AND ABBREVIATIONS**



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. The existence and position of the Board's sewers, stormwater channels, pipes, manns and structures should be ascertained by inspection of records and by reference to the plans of the Board. Discrepancies in the location of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in the outline and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicate availability of a sewer and any sewerage service about as existing in Board's records (By-Law 6, Clause 3).

**SEWER AVAILABLE**

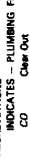
**INDICATES - DRAINAGE FITTINGS**

☐ Ch. ☐ P. Trap  
☐ L.H. ☐ Ch. Valve  
☐ Boundary ☐ V. Vertical Pipe  
☐ Boundary Trap ☐ V. Induct. Pipe  
☐ Inspection Shaft ☐ MF  
☐ Pit ☐ MF  
☐ Grease Interceptor ☐ Jn.  
☐ Gully ☐ R. Rooding Point

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

CO Clear Out Bid Toilet  
 CD Vent Pipe S Shower  
 V V SW: Sink  
 K Kitchen Sink F Washing Machine  
 W Waste Closet BS Bar Sink  
 B Bath Waste LS Lab Sink  
 H Handbasin LS Waste Stack  
 O SV Soil Vent Pipe O WS Waste Stack

**SYMBOLS AND ABBREVIATIONS**



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. The existence and position of the Board's sewers, stormwater channels, pipes, manns and structures should be ascertained by inspection of records and by reference to the plans of the Board. Discrepancies in the location of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in the outline and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicate availability of a sewer and any sewerage service about as existing in Board's records (By-Law 6, Clause 3).

**SEWER AVAILABLE**

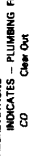
**INDICATES - DRAINAGE FITTINGS**

☐ Ch. ☐ P. Trap  
☐ L.H. ☐ Ch. Valve  
☐ Boundary ☐ V. Vertical Pipe  
☐ Boundary Trap ☐ V. Induct. Pipe  
☐ Inspection Shaft ☐ MF  
☐ Pit ☐ MF  
☐ Grease Interceptor ☐ Jn.  
☐ Gully ☐ R. Rooding Point

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

CO Clear Out Bid Toilet  
 CD Vent Pipe S Shower  
 V V SW: Sink  
 K Kitchen Sink F Washing Machine  
 W Waste Closet BS Bar Sink  
 B Bath Waste LS Lab Sink  
 H Handbasin LS Waste Stack  
 O SV Soil Vent Pipe O WS Waste Stack

**SYMBOLS AND ABBREVIATIONS**



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. The existence and position of the Board's sewers, stormwater channels, pipes, manns and structures should be ascertained by inspection of records and by reference to the plans of the Board. Discrepancies in the location of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in the outline and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicate availability of a sewer and any sewerage service about as existing in Board's records (By-Law 6, Clause 3).

**SEWER AVAILABLE**

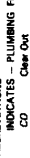
**INDICATES - DRAINAGE FITTINGS**

☐ Ch. ☐ P. Trap  
☐ L.H. ☐ Ch. Valve  
☐ Boundary ☐ V. Vertical Pipe  
☐ Boundary Trap ☐ V. Induct. Pipe  
☐ Inspection Shaft ☐ MF  
☐ Pit ☐ MF  
☐ Grease Interceptor ☐ Jn.  
☐ Gully ☐ R. Rooding Point

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

CO Clear Out Bid Toilet  
 CD Vent Pipe S Shower  
 V V SW: Sink  
 K Kitchen Sink F Washing Machine  
 W Waste Closet BS Bar Sink  
 B Bath Waste LS Lab Sink  
 H Handbasin LS Waste Stack  
 O SV Soil Vent Pipe O WS Waste Stack

**SYMBOLS AND ABBREVIATIONS**



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. The existence and position of the Board's sewers, stormwater channels, pipes, manns and structures should be ascertained by inspection of records and by reference to the plans of the Board. Discrepancies in the location of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in the outline and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicate availability of a sewer and any sewerage service about as existing in Board's records (By-Law 6, Clause 3).

**SEWER AVAILABLE**

**INDICATES - DRAINAGE FITTINGS**

☐ Ch.

## Connection

Document generated at 05-10-2021 11:00:44 AM

## 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**.