

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fuse Property 56 Monaro Street Queanbeyan NSW 2620	Phone 0423 967 399 Email zoe@fuseproperty.com.au Ref Zoe Stead
co-agent vendor	Penelope Anne Cox 27/40 Pearlman Street Coombs ACT 2611	
vendor's solicitor	Lexmerca Lawyers 86 Northbourne Avenue Braddon ACT 2612	Phone +61 (2) 6181 2900 Fax +61 (2) 6181 2911 Ref Kayla Brewer
date for completion	On or before 30 days from the date of this Contract (clause 15)	
land	3/102 Henderson Road Queanbeyan NSW 2620 being Lot 3 in Strata Plan 9200 with Folio Identifier 3/ SP9200	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" 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 numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 4) **PEXA**

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – 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 representative:

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):

List of Documents

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

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



Special Conditions

Additional to Law Society of NSW and Real Estate Institute of NSW Contract for the sale and purchase of land – 2022 Edition

These Special Conditions apply in addition to the Printed Terms, however in the event of any inconsistency these Special Conditions prevail.

Between: Penelope Anne Cox, as Vendor; and

_____, as Purchaser.

Land: 3/102 Henderson Road Queanbeyan NSW 2620 being Lot 3 in Strata Plan 9200 with Folio Identifier 3/ SP9200

Contents

1. Definitions and Interpretation	3
2. Variations to Printed Terms	9
3. Vendor Disclosure	10
4. Purchaser Acknowledgements.....	10
5. Compliance With Laws	11
6. Death and Insolvency.....	13
7. Agent Warranty.....	14
8. Purchaser Warranties	14
9. Damages for Delay	16
10. Requisitions on Title.....	16
11. Notice to Complete	17
12. Miscellaneous	17

1. Definitions and Interpretation

1.1 Definitions

In this Contract, the following expressions have the following meanings, unless a different meaning should be applied as a result of the context:

ADI means an Authorised Deposit-taking Institution as defined *Banking Act 1959* (Cwth) and regulated by APRA;

APRA means the Australian Prudential Regulation Authority;

Asbestos Laws means any and all legislative instrument, regulation, EPI, local environmental plan, Australian standard and other law relating to Asbestos and includes the following (and any legislative instrument, regulation, instrument or subordinate law made pursuant to the following):

Work Health and Safety Act 2011; and

Work Health and Safety Regulation 2011;

Australian Bank means an ADI that is listed as an Australian-owned Bank by APRA;

Australian Bank Cheque means a cheque drawn on itself, and signed by, an Australian Bank;

Authority means any government or any governmental, semi-governmental, local government, administrative, council, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility;

Building Laws means any and all legislative instrument, regulation, EPI, local environmental plan, Australian standard and other law relating to building, construction, planning and/or the undertaking of any additions and/or improvements to land in NSW, and includes the following (and any legislative instrument, regulation, instrument or subordinate law made pursuant to the following):

Home Building Act 1989;

Home Building Regulation 2004;

Contamination means the presence in, on, under or above the Land of a substance (in any state) at a concentration above a normal concentration, where that presence presents a risk or potential risk of harm or damage to human health or to any other aspect of the Environment. A normal concentration is a concentration at which the substance should normally be present in, on, under or above (respectively) the Land. A substance may present a risk or potential risk of harm or damage either on its own or by reason of the presence of or interaction with another substance, structure or other matter.

Control of a corporation or a trust of which the corporation is a trustee, means having a legal and/or beneficial interest of any kind of more than 49.9% in any of the capital, income, profits, revenue, distributions or net liquidation proceeds of that corporation or trust.

Controlled, in reference to a corporation or trust of which the corporation is a trustee, has a meaning corresponding to Control;

Controller is defined in the Corporations Act;

Corporations Act means the *Corporations Act 2001* (Cwth) and includes any subordinate law made pursuant to that Act;

Cost means any cost, fee, charge, payment, expense, outgoing or other expenditure of any nature;

Date for Completion means the date for completion as shown in the Schedule;

Date of this Contract means the contract date as shown on the Schedule;

Disclosure Material means any and all documents, material and information relating to the Property that was, on or prior to the Date of this Contract:

- (a) available to the Purchaser for the Purchaser's inspection, whether at the premises of the Vendor's solicitor, the Vendor's agent or elsewhere; and/or
- (b) provided to the Purchaser by the Vendor's solicitor and/or Vendor's agent.

Due Diligence means all searches, investigations, enquiries, reports and information obtained relating to the Property, by the Purchaser or the Purchaser's Representative on or prior to the Date of this Contract;

Environment means all components of earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism;
- (e) natural or modified features or structures of earth;
- (f) ecosystems and all elements of the biosphere; and
- (g) energy, radiation, electric charge and magnetism;

Environmental Laws means any and all legislative instrument, regulation, EPI, local environmental plan, Australian standard and other law relating to the regulation or otherwise of the Environment including any law relating to pollution, contamination, chemicals, waste, use of dangerous substances or any other aspect of protection of the Environment;

Insolvent means a person or entity that:

- (a) is (or states that it is) under administration or insolvent (each as defined in the Corporations Act);
- (b) becomes bankrupt;
- (c) has a Controller appointed;
- (d) is in liquidation;
- (e) is in provisional liquidation;
- (f) is under administration;
- (g) is wound up;

- (h) has had a Receiver appointed to any part of its property;
- (i) is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any Statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Vendor);
- (j) an application or order has been made against (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a)-(i) above;
- (k) is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (l) is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Vendor reasonably deduces it is so subject);
- (m) is otherwise unable to pay its debts when they fall due;
- (n) arranges a meeting of creditors for the purpose of making arrangements for management of debts; or
- (o) something having a substantially similar effect to (a) to (n) happens in connection with that person or entity under the law of any jurisdiction;

Interest means interest at the Interest Rate;

Interest Rate means the rate 10% per annum calculated on a daily basis;

Land means the land as shown in the Schedule;

Laundering Laws means any and all legislative instrument, regulation and other law relating to the prevention of money laundering and financial crime in Australia or in other countries;

NSW means New South Wales;

PPS Act means the *Personal Property Securities Act 2009*;

PPSR means the Personal Property Securities Register administered pursuant to the PPS Act;

Price is defined in the Schedule;

Printed Terms means the standard Law Society of NSW and Real Estate Institute of NSW Contract for sale and purchase of land edition 2022 clauses 1 to 32 inclusive, however it is noted that the Printed Terms are varied by these Special Conditions;

Prohibited Entity includes the following:

- (a) a person or entity that is a “terrorist organisation” as defined in Division 102 of the Criminal Code Act 1995 (Cwth); and
- (b) a person or entity that has a connection with certain countries or named individuals or entities subject to international sanctions, or is associated with terrorism, including:
 - (i) a persons or entity listed by the Minister for Foreign Affairs in the Commonwealth Gazette pursuant to the *Charter of the United Nations Act 1945* (Cwth) and/or the *Autonomous Sanctions Act 2011* (Cwth); and

- (ii) a person or entity on any other list of terrorists or terrorist organisations maintained under the rules and regulations of the Australian Department of Foreign Affairs and Trade or under any law; and
- (c) a person or entity listed by the Minister for Foreign Affairs, or prescribed by regulation made by the Governor General of Australia, under the Charter of the United Nations Act 1945 (Cwth) and/or the Autonomous Sanctions Act 2011 (Cwth); or
- (d) a person that the Reserve Bank of Australia has made a direction in relation to under the Banking (Foreign Exchange) Regulations 1959 (Cwth) and/or the Autonomous Sanctions Regulations 2011 (Cwth);

Purchaser is defined in the Schedule;

Purchaser's solicitor is defined in the Schedule, however if the Vendor's solicitor is notified of a different solicitor acting on behalf of the Purchaser for matters relating to this Contract, then Purchaser's solicitor refers to that new solicitor;

Raise Issue means to do any one or more of the following:

- (a) make any claim (for damages or otherwise);
- (b) make any requisition;
- (c) object;
- (d) deduct from any monies otherwise payable to the Vendor;
- (e) retain any monies otherwise payable to the Vendor;
- (f) rescind this Contract;
- (g) terminate this Contract;
- (h) require the Vendor to undertake any works to the Property;
- (i) require the Vendor to obtain any documents, certificates, approvals or similar; or
- (j) delay Completion.

Receiver includes receiver or receiver and manager;

Related Entity is defined in the Corporations Act;

Representative, in relation to a party, means any of:

- (a) a Related Entity of that party;
- (b) a partner or joint venturer of that party;
- (c) a trustee of that party;
- (d) an employee, agent, assignee, auditor, adviser, consultant, contractor or subcontractor of that party or of a Related Entity of that party; and
- (e) any person acting under instruction and/or authority of that party;

but does not include a financier of a party.

Schedule means the schedule of information in this Contract noted 'Term' and 'Meaning of Term', normally the first page;

Special Completion Address means the ACT Law Society Settlements Room, First Floor, 11 London Circuit, Canberra City ACT, however this only applies where Completion occurs by way of *manual transaction*;

Special Conditions means the conditions of this Contract noted 'Special Conditions' numbered 1 to 12;

Statute includes an act, regulation, EPI, ordinance, by-law and any other delegated legislation;

Transact with means assign, novate, transfer, declare a trust over or otherwise dispose or procure or effect the disposal of, or in any way whatsoever deal with, any legal or equitable interest in, or rights in respect of.

Vendor is defined in the Schedule;

Vendor's solicitor is defined in the Schedule, however if the Purchaser or Purchaser's solicitor is notified of a different solicitor acting on behalf of the Vendor for matters relating to this Contract, then Vendor's solicitor refers to that new solicitor.

1.2 Interpretation

In this Contract, the following provisions regarding interpretation apply, unless excluded by the context:

- (a) words importing one gender include every gender;
- (b) 'person' includes a firm, body corporate, unincorporated association, corporation, partnership, joint venture, association, authority, trust, state, government or governmental instrumentality and vice versa;
- (c) references to an agreement, promise, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (d) a reference to:
 - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a thing includes the whole and each part of it;
 - (iv) a time of day means that time of day in New South Wales;
 - (v) a day means a period of time commencing and ending 24 hours later;
 - (vi) a month means a calendar month;
 - (vii) 'currency', 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
 - (viii) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually;

- (ix) the president of a body or authority includes any person acting in that capacity;
- (x) a recital, clause, paragraph, schedule, Special Condition or annexure is a reference to a recital, clause, paragraph, schedule, Special Condition or annexure of or to this Contract;
- (xi) a body or Authority includes a reference, if that body or Authority ceases to exist, to the body or Authority which has substantially the same functions and objects as the first body or Authority;
- (xii) this Contract includes all annexures, schedules and documents attached to it;
- (xiii) the Land, the Improvements or the Property includes, where appropriate, a reference to a part of the Land, the Improvements or the Property; and
- (xiv) this Contract or to any other deed, agreement or document includes, respectively, this Contract or that other deed, agreement or document as amended, novated, supplemented, varied or replaced; and
- (e) covenants implied by Statute are not incorporated in this Contract, unless the relevant Statute provides certain covenants must be implied and cannot be excluded by agreement;
- (f) where words or phrases are given a defined meaning, any other part of speech or other grammatical form of those words or phrases shall have a corresponding meaning;
- (g) the word 'including' and similar expressions are not and must not be treated as words of limitation;
- (h) where a party is not permitted to make a claim or requisition in relation to a matter, the party is also not permitted to rescind, terminate or delay Completion of this Contract in respect of that matter;
- (i) these Special Conditions apply in addition to the Printed Terms, however in the event of any inconsistency these Special Conditions prevail;
- (j) terms defined in the Printed Terms which are not defined in the Special Conditions have the meaning given to them in the Printed Terms;
- (k) any covenant or deed by a party not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done and to use its best endeavours to prevent such act or thing being done by another person;
- (l) if there is any discrepancy between any printed words and any handwritten words, the latter prevails;
- (m) any provision in this Contract that is void, invalid or unenforceable, and is capable of remedy by being read down or varied, must be so read down or varied as the circumstances may require;
- (n) if any provision in this Contract is or is declared by any Court or Tribunal to be void or unenforceable in whole or in part, this Contract remains binding on the parties, except for that provision, unless it is part of an essential condition as defined herein, in which case the Vendor may terminate this Contract effective at any time by notice in writing without liability for any compensation and without affecting any antecedent rights;
- (o) this Contract and guarantee, if any, on due execution, has the effect of a deed, even though the Contract is not registered;

- (p) this Contract is governed and construed in accordance with the law of New south Wales;
- (q) the Parties agree that this Contract contains the whole of the agreement between the Purchaser and the Vendor relating to the Property;
- (r) the agreement relating to the Property does not include any other, collateral or implied, agreement or terms, which are not expressly included or incorporated in this Contract, whether arising through representations preceding this Contract or during negotiations relating to this Contract; and
- (s) this Contract was drafted with the joint participation of the parties. No provision of this Contract may be construed adversely to a party solely on the ground that the party was responsible for the original preparation of this Contract or that particular provision.

2. Variations to Printed Terms

2.1 Variations

The Printed Terms apply to this Contract, however are amended as follows:

- (a) clause 1, the definition of *settlement cheque* is deleted and replaced with 'an Australian Bank Cheque';
- (b) clause 2.4.1 is deleted;
- (c) clause 5 is deleted;
- (d) clause 7.1.1, the number '5' is replaced with the number '1';
- (e) clause 7.2.1, the number '10' is replaced with the number '1';
- (f) clause 7.2.2 is deleted;
- (g) clause 7.2.5 is deleted;
- (h) clause 8.1, the words 'on reasonable grounds' are deleted;
- (i) clause 9.1, the words '(to a maximum of 10% of the price)' are deleted;
- (j) clause 9.3.1, the word 'reasonable' is deleted;
- (k) clause 11.1, the words 'if the vendor has actual knowledge of the work order' are added after the words 'the contract date';
- (l) clause 12.1 is deleted;
- (m) clause 12.2 is deleted;
- (n) clause 17.2.1, the words '; and' are replaced with a full stop;
- (o) clause 17.2.2 is deleted;
- (p) a new clause 18.8 is added as follows:

"18.8 If any fee or rent payable by the purchaser is in arrears for a period exceeding 7 days, or if the purchaser does not comply with any part of this clause, immediately

after the vendor serves notice requiring the purchaser to vacate the property the purchaser must do so.”

- (q) clause 23.9.3 is deleted;
- (r) the first sentence in clause 23.14 is deleted;
- (s) clause 25 is deleted;
- (t) clause 28 is deleted; and
- (u) clause 29 is deleted.

3. Vendor Disclosure

3.1 Vendor Disclosure

Any and every statement, warranty and representation given or made by the Vendor is excluded, or limited to the extent that the subject matter of the statement, warranty and representation:

- (a) has been disclosed in this Contract;
- (b) was disclosed in writing to the Purchaser or the Purchaser’s Representative by the Vendor or its Representative before the Purchaser entered into this Contract;
- (c) was known or found by the Purchaser or the Purchaser’s Representative in the Due Diligence;
- (d) was reasonably capable of being found or discovered by the Purchaser or the Purchaser’s Representative had the Purchaser undertaken the usual enquiries and searches about the Property (as would reasonably be expected of a prudent buyer of property of similar nature to the Property) in a proper and diligent manner; or
- (e) is known by the Purchaser.

3.2 Purchaser acknowledgement

- (a) The Purchaser acknowledges having received, read and understood all of the disclosures referred to in Special Condition 3.1.
- (b) The Purchaser is deemed to have knowledge of all matters covered by the disclosures referred to in Special Condition 3.1.

3.3 Particulars of Title

The Purchaser acknowledges having received, as part of this Contract, the particulars of title sufficient to enable the Purchaser to prepare the appropriate dealing to give effect to this Contract.

4. Purchaser Acknowledgements

4.1 Condition of Property

The Purchaser acknowledges and agrees that:

- (a) the Purchaser purchases the Property:
 - (i) relying on the Purchaser’s own knowledge, inspection and enquiries;

- (ii) relying on the Purchaser's own Due Diligence;
 - (iii) on the basis that the Purchaser is deemed to have knowledge of any matter reasonably capable of being found or discovered by the Purchaser or the Purchaser's Representative had the Purchaser undertaken the usual enquiries and searches about the Property (as would reasonably be expected of a prudent buyer of property of similar nature to the Property) in a proper and diligent manner;
 - (iv) in its present condition and state of repair;
 - (v) subject to all legal and physical defects (latent or patent), infestations and dilapidation;
 - (vi) subject to any matter referred to in the Due Diligence; and
 - (vii) subject to any matter known to the Purchaser, or any matter that the Purchaser is deemed to have knowledge of;
- (b) the Purchaser was provided with a reasonable opportunity to:
- (i) inspect, review, and take advice on the terms and conditions of this Contract; and
 - (ii) undertake all usual enquiries and searches about the Property (as would reasonably be expected of a prudent buyer of property of similar nature to the Property) in a proper and diligent manner;
- (c) the Purchaser has entered into this Contract on the basis that the Purchaser has carried out its Due Diligence and it has satisfied itself in connection with the matters arising from its Due Diligence;
- (d) the Purchaser is aware of what the Property may be used for, and all restrictions and prohibitions on the permitted use of the Property;
- (e) the Purchaser is aware of what development opportunities (or lack thereof) there may be for the Property; and
- (f) any warranties made by or on behalf of the Vendor, express or implied, as to the permitted uses of the Property or its development potential are excluded.

4.2 Purchaser Claims Excluded

The Purchaser cannot Raise Issue in relation to any matter referred to, disclosed under, or described in the matters stated in Special Condition 4.1.

5. Compliance With Laws

5.1 Building Laws

- (a) This Special Condition 5 is subject to and must be interpreted in accordance with any warranty implied into this Contract pursuant to Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010*.
- (b) The Vendor makes no warranty or representation as to the compliance or otherwise of the Property, the Land, the Improvements or the Vendor's actions (or inactions) with the Building Laws.

- (c) The Purchaser purchases the Property subject to any non-compliance by the Property, the Land, the Improvements and the Vendor with Building Laws.
- (d) The Vendor is not required to obtain or provide to the Vendor any certificates relating to the Property, the Land or the Improvements, including certificates of occupancy, certificates of completion and certificates of compliance.
- (e) The Purchaser cannot Raise Issue in relation to any non-compliance or breach of the Property, the Land, the Improvements or the Vendor to any Building Laws.

5.2 Environmental Laws

- (a) The Vendor makes no warranty or representation as to the compliance or otherwise of the Property, the Land, the Improvements or the Vendor's actions (or inactions) with the Environmental Laws.
- (b) The Purchaser purchases the Property subject to any non-compliance by the Property, the Land, the Improvements and the Vendor with the Environmental Laws.
- (c) The Purchaser accepts the Property subject to any Contamination.
- (d) The Purchaser accepts the Property subject to any Contamination that the Property, the Vendor or previous occupants have caused to adjacent property.
- (e) The Vendor is not required to rectify, remediate or otherwise remedy any breach or non-compliance of the Vendor, the Property or previous occupants with any Environmental Laws.
- (f) The Vendor is not required to rectify, remediate or otherwise remedy any Contamination of the Property, or contamination of adjacent property caused or contributed to by the Property, the Land, the Improvements, the action (or inaction) of the Vendor or the action (or inaction) of previous occupants.
- (g) The Purchaser indemnifies and will keep the Vendor (and its servants, agents, officers, transferees and successors) indemnified from and against all demands, claims, expenses, Costs, losses, damages, proceedings or liabilities whatsoever and howsoever arising from or in respect of the condition of the Land, the Property and surrounding areas and any other matter referred to in this Special Condition 5.2 including the Vendor's compliance or non-compliance with any Environmental Laws.
- (h) The Purchaser cannot Raise Issue in relation to:
 - (i) any non-compliance or breach of the Property, the Land, the Improvements, the Vendor, the previous owners of the Property or the previous occupants of the Property to any Environmental Laws;
 - (ii) any Contamination; or
 - (iii) any contamination of adjacent property caused or contributed to by the Property, the Land, the Improvements, the action (or inaction) of the Vendor, the action (or inaction) of previous owners of the Property or the action (or inaction) of previous occupants of the Property.
- (i) The provisions of Special Condition 5.2 do not merge on Completion but endure for the benefit of the Vendor.

5.3 Asbestos

- (a) The Vendor does not make any warranty or representations as to the presence or existence of Asbestos on the Land or the Property.
- (b) The Purchaser has undertaken all investigations in relation to:
 - (i) the existence of Asbestos on the Land or the Property;
 - (ii) the existence (or lack thereof) of and, if in existence, the compliance of, an asbestos register for the Property; and
 - (iii) the existence (or lack thereof) of and, if in existence, the compliance of, an asbestos management plan for the Property.
- (c) The Purchaser cannot Raise Issue in relation to:
 - (i) the presence of Asbestos on the Land or the Property;
 - (ii) the existence (or lack thereof) of an asbestos register for the Property;
 - (iii) the compliance (or lack thereof) of the asbestos register for the Property;
 - (iv) the existence (or lack thereof) of an asbestos management plan for the Property;
 - (v) the compliance (or lack thereof) of the asbestos management plan for the Property;
 - (vi) any non-compliance or breach of the Property, the Land, the Improvements, the Vendor, the previous owners of the Property or the previous occupants of the Property to any Asbestos Laws; or
 - (vii) any presence of Asbestos on adjacent property caused or contributed to by the Property, the Land, the Improvements, the Vendor, the previous owners of the Property or the previous occupants of the Property.

6. Death and Insolvency

6.1 Insolvency of Purchaser

- (a) Without negating, limiting or restricting any rights or remedies available to the Vendor at law or in equity, if:
 - (i) the Purchaser becomes an Insolvent; or
 - (ii) a third party who holds a security interest in any asset of the Purchaser (under the PPSR or otherwise) takes possession or control of those assets, or perfects its security interest, or attempts by any means to do any of these things;the Purchaser:
 - (iii) must immediately notify the Vendor of the event occurring; and
 - (iv) is in immediate breach of this Contract in an essential respect; andthe Vendor may by notice in writing to the Purchaser's solicitor, terminate this Contract for breach by the Purchaser of an essential condition of this Contract.

- (b) The Vendor is not required to serve a Default Notice or any other notice in order to exercise its right to terminate the Contract pursuant to Special Condition (a).

6.2 Insolvency of Vendor

- (a) If the Vendor becomes an Insolvent, then the Vendor may, by written notice served upon the Purchaser, rescind this Contract.
- (b) The Purchaser cannot Raise Issue if the Vendor becomes an Insolvent.

6.3 Death of Purchaser

- (a) Without negating, limiting or restricting any rights or remedies available to the Vendor at law or in equity, if the Purchaser is a natural person and dies, becomes mentally ill or unable to manage its affairs due to illness, the Vendor may by written notice to the Purchaser's solicitor, rescind this Contract.

6.4 Death of Vendor

- (a) If the Vendor is a natural person and the Vendor dies, becomes mentally ill or unable to manage its affairs due to illness, the Vendor's solicitor may by written notice:
 - (i) extend the Date for Completion by up to 6 months from the date due for Completion pursuant to this Contract prior to any extension. The Vendor may make one or many extensions, provided that the combined extension does not exceed 6 months; or
 - (ii) rescind this Contract.
- (b) The Purchaser cannot Raise Issue if the Vendor is a natural person and the Vendor dies, becomes mentally ill or unable to manage its affairs due to illness.

7. Agent Warranty

7.1 Warranty

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the Property by any agent (or employee of or person connected with an agency) other than the Vendor's agent (if any) stated on the Schedule. This warranty does not merge on Completion.

7.2 Indemnity

In the event that the Purchaser is in breach of the warranty in Special Condition 7.1, the Purchaser indemnifies the Vendor for any Costs, damages, losses, liability, fees payable, expenses, arising out of said breach, and in addition the indemnity shall extend to cover all legal costs and disbursements (on a solicitor and client basis) for any legal action resulting from said breach. This indemnity does not merge on Completion.

8. Purchaser Warranties

8.1 Capacity

- (a) The Purchaser represents, warrants and guarantees that, as at the Date of this Contract:
 - (i) if the Purchaser is a company, it is an incorporated company limited by shares under the Corporations Act;

- (ii) it has full legal and mental capacity and power to enter into, exercise its rights, perform its obligations under, and complete, this Contract;
- (iii) any requirement of Statute or other law to enable the Purchaser to lawfully enter into, exercise its rights, perform its obligations under, and complete, this Contract, have been fulfilled or complied with;
- (iv) this Contract constitutes valid and legally binding obligations, enforceable against the Purchaser in accordance with its terms, except to the extent limited by Statute, equitable principles, and any other law not able to be excluded by contract;
- (v) the Purchaser is not restricted from entering into, exercising its rights under, performing its obligations under, and completing, this Contract by any:
 - (A) law to which the Purchaser or any of its property is subject; or
 - (B) approval, authorisation, consent or exemption required by any applicable Statute or other law;
 - (C) undertaking or instrument binding the Purchaser or any of its property; or
 - (D) if the Purchaser is a company, any provisions of its constitution;
- (vi) either:
 - (A) it does not require the approval of any Authority pursuant to the *Foreign Acquisitions and Takeovers Act 1975* (Cwth) to enter into and Complete this Contract; or
 - (B) if it requires the approval referred to in Special Condition (A), the Purchaser has obtained that approval from the relevant Authority;
- (vii) the Purchaser did not rely on, and was not induced to enter into this Contract by, any warranty or representation made by the Vendor, the Vendor's agent, the Vendor's solicitor, the Vendor's Representative or persons on behalf of the Vendor;
- (viii) the Purchaser has relied entirely on enquiries relating to the Property including the Due Diligence; and
- (b) The representations, warranties and guarantees in Special Condition (a) are essential terms of this Contract.

8.2 Prohibited Purchaser and Illegality

- (a) The Purchaser represents, warrants and guarantees that, as at the Date of this Contract and continuing until Completion, the Purchaser:
 - (i) is not a Prohibited Entity;
 - (ii) is not owned or Controlled by a Prohibited Entity;
 - (iii) does not act on behalf of, under instruction from, or under authority of, a Prohibited Entity;
 - (iv) will not deal in or with (or has not dealt in or with):
 - (A) a Prohibited Entity; or

- (B) an asset or class of assets listed by the Minister for Foreign Affairs under the *Charter of the United Nations Act 1945 (Cwth)* and/or the *Autonomous Sanctions Act 2011 (Cwth)*;
- (v) will not Transact with a Prohibited Entity;
- (vi) will comply with all anti-terrorism legislation in Australia and the Laundering Laws; and
- (vii) must provide to the Vendor, within 7 days of request, any information which the Vendor requests that is in any way in connection with any Laundering Laws;
- (viii) may not do anything which results in a Prohibited Entity obtaining an interest in this Contract or the Property; and
- (ix) has not breached any Statute or other law by entering into and performing, and will not make any such breach by Completing, this Contract.

9. Damages for Delay

9.1 Purchaser Delay

- (a) If the Purchaser does not complete this Contract on the Date for Completion then, subject to Special Condition (c), on Completion the Purchaser must pay to the Vendor Interest on the Price at the Interest Rate from but excluding the Date for Completion to and including the date of Completion.
- (b) This Special Condition 9 is an essential condition of the Contract.
- (c) The Purchaser need not pay the Vendor Interest under this Special Condition for any day that the Purchaser's failure to complete the Contract is caused solely by the Vendor.
- (d) The parties agree that the amounts payable under this Special Condition 9 are a genuine and honest pre-estimate of loss and damage expected to be suffered by the Vendor for the delay in Completion.
- (e) Where Completion does not occur on the Date for Completion due other than for default of the Vendor, the adjustment date for any and all rates, water, sewerage and drainage service and usage charges, land tax and other periodic outgoings is the Date for Completion.

10. Requisitions on Title

10.1 Requisitions

In recognition of the Purchaser's agreement not to make any requisitions as to Title, the Vendor warrants that, except as disclosed in this Contract, at the Date of this Contract:

- (a) the Vendor has capacity to enter into and observe the terms of this Contract;
- (b) there is no current litigation by any persons affecting the Property;
- (c) there is no Court Order which affects the Vendor or the Property; and
- (d) the Vendor will be, or will be entitled to be, the registered owner of the Property on Completion.

11. Notice to Complete

11.1 Notice

- (a) A notice to complete served by the Vendor can require completion to be effected by a time and on a date which date is 14 days or more (as specified in the notice) after the date of service of the notice. The parties agree that such notice is sufficient at law and in equity to make time of the essence in respect of the time (both the date and the hour of the day) specified in the notice.
- (b) The parties further agree that a period of at least 14 days from (but excluding) the date of service of the notice to (and including) the date for completion specified in the notice will be a sufficient and reasonable period for the party served to complete this Contract, and will be a sufficient and reasonable period as aforesaid even though that period includes (but does not expire on) any days which are not business days.
- (c) The Vendor can at any time withdraw his notice to complete without prejudice to his continuing right to give any further such notice.
- (d) Where the Vendor serves a notice to complete, the Purchaser must pay to the Vendor, on Completion (timing being of the essence), the sum of \$550.00 (including GST) as a genuine and honest pre-estimate of loss and damage suffered by the Vendor due to preparation and service of the notice to complete.

12. Miscellaneous

12.1 Caveat

The Purchaser may not lodge or register a caveat on the Land or Property prior to Completion.

12.2 Risk

The risk to damage to any part of the Property that does not comprise the Land and any buildings and other fixtures upon the Land, passes to the Purchaser on the Date of this Contract.

12.3 Governing Law

- (a) This Contract is governed by the laws of NSW.
- (b) Each party submits to the jurisdiction of the Courts and Tribunals of NSW in relation to all matters relating to this Contract and the Property.
- (c) Each party irrevocably waives any objection to the venue of any proceedings where that venue falls within NSW.

12.4 Attachments

The Vendor does not warrant the accuracy or completeness of any document annexed or exhibited to this Contract, or forming part of the Disclosure Material.

12.5 Severance of Special Conditions

If any Special Condition, Printed Term or other condition of this Contract is or becomes illegal, void, invalid or unenforceable in accordance with its terms, all other Special Conditions, Printed Terms and other conditions which are not illegal, void, invalid or unenforceable and are capable of separate

enforcement without regard to the illegal, void, invalid or unenforceable Special Condition, Printed Term or other condition will be and continue to be valid and enforceable in accordance with their terms.

12.6 Waiver

The Vendor does not waive any of its rights under this Contract unless it is in writing and signed by the Vendor. Failure to exercise a right or remedy, or delay in doing so, cannot be interpreted as a waiver of the right of the Vendor to that right or remedy.

12.7 Variation

This Contract can only be varied by agreement of both parties in writing and signed by each party (or a's solicitor on behalf of a relevant party).

12.8 Costs

Each party must pay its own legal and other Costs in relation to the preparation, negotiation, execution and Completion of this Contract, with the exception of stamp duty. This condition does not fetter the right of the Vendor to claim Costs or damages where the Purchaser is in breach of the Contract.

12.9 Remedies under Contract

The rights and remedies afforded to the Vendor under this Contract do not fetter the remedies available at law.

12.10 Actions

The parties agree to execute and/or provide any document and undertake all actions reasonably necessary to give effect to the transactions contemplated by this Contract.

12.11 Whole Contract

This Contract comprises the entire agreement of the parties in relation to the Property. This Contract supersedes any prior draft contract, negotiation, agreement and conduct in relation to the Property.

12.12 Warranties

Warranties given by the Purchaser under this Contract do not merge on Completion or termination but endure for the benefit of the Vendor.

12.13 Counterparts

This Contract may be executed in a number of counterparts. All counterparts taken together constitute this Contract.



FOLIO: 3/SP9200

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
27/11/2025	1:13 PM	8	26/11/2024

LAND

LOT 3 IN STRATA PLAN 9200
AT QUEANBEYAN
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL

FIRST SCHEDULE

PENELOPE ANNE COX (T AI103660)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP9200

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP9200

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
27/11/2025	1:13 PM	3	31/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 9200
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUEANBEYAN
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF QUEANBEYAN COUNTY OF MURRAY
TITLE DIAGRAM SHEET 1 SP9200

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 9200
ADDRESS FOR SERVICE OF DOCUMENTS:
102 HENDERSON STREET
QUEANBEYAN 2620

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP563272 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE
LAND SHOWN SO BENEFITTED IN THE TITLE DIAGRAM
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM (SEE N405155)
- 3 AN235975 INITIAL PERIOD EXPIRED
- 4 AQ914206 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 900)

STRATA PLAN 9200

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 50	2	- 50	3	- 50	4	- 50
5	- 50	6	- 50	7	- 50	8	- 50
9	- 50	10	- 50	11	- 50	12	- 50
13	- 50	14	- 50	15	- 50	16	- 50
17	- 50	18	- 50				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

N 405 1
[Barcode]

N405155

Mofoe J
9.8.78

INDEMNITY SECURING OUR TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Plan: DP563272

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND.

Subdivision of Lot 14 Section 3 Deposited Plan Number 1892 Certificate of Title Volume 5707 Folio 217, covered by Council Order's Certificate No. 414/1973.

BAZZANELLI DEVELOPMENTS PTY. LIMITED a company duly incorporated under the laws of the Australian Capital Territory and having its registered office situate at 56 Empire Circuit Forest in the said Territory.

1. Identity of easement or restriction hereby referred to in above mentioned plan:

A Right of Carristagoway 32 feet wide

Lot burdened

Schedule of lots, etc. affected.

Lot 3

Lots, name of road, or Authority, benefited
Lot 1 Henderson Road
Lot 2 Henderson Road

The COMMON SEAL of BAZZANELLI DEVELOPMENTS PTY. LIMITED was hereunto affixed in the presence of:

[Signature]
Secretary

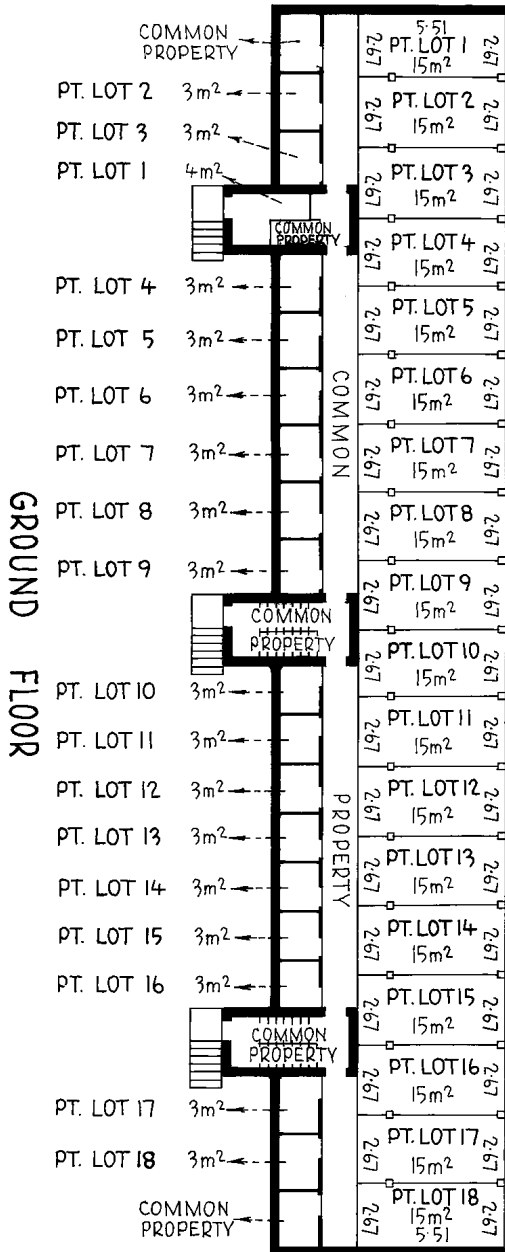


[Signature]
DIRECTOR

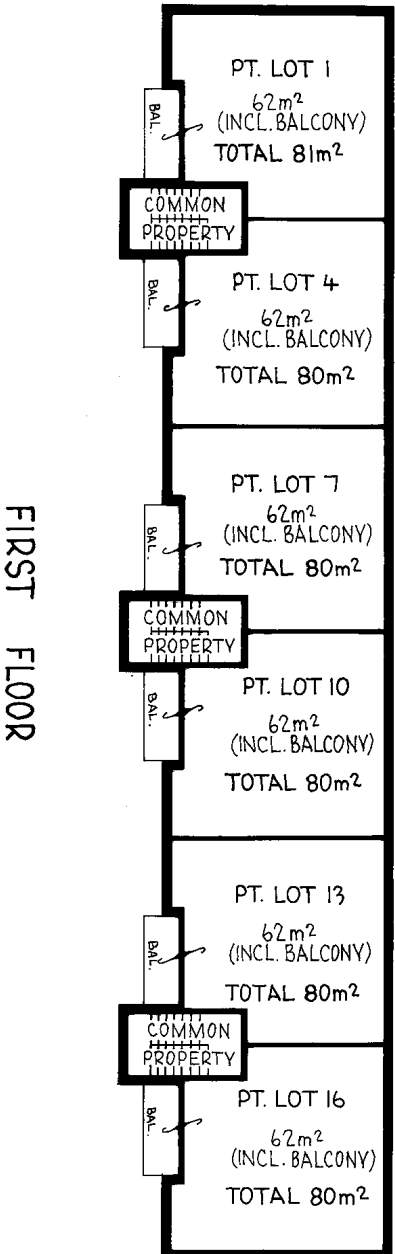
AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27th May, 1986





- NOTES:
 1. ALL AREAS APPROXIMATE
 2. BALCONIES LIMITED TO HEIGHT OF UNDERSIDE OF BALCONY ABOVE



SCHEDULE OF UNIT ENTITLEMENT	
LOT N ^o	UNIT ENTITLEMENT
1 TO 18	50 EACH
TOTAL	900

Reduction Ratio 1: 200

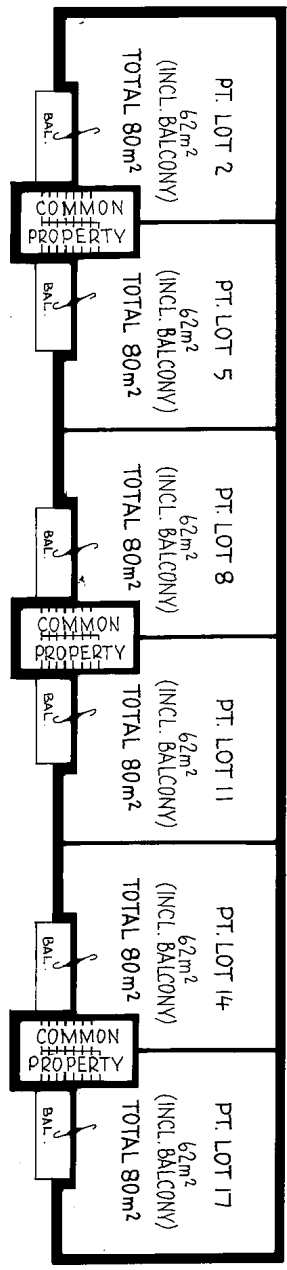
Lengths are in metres

Jan T. Han
 Registered Surveyor

Stephen A. Long
 Deputy Council Clerk

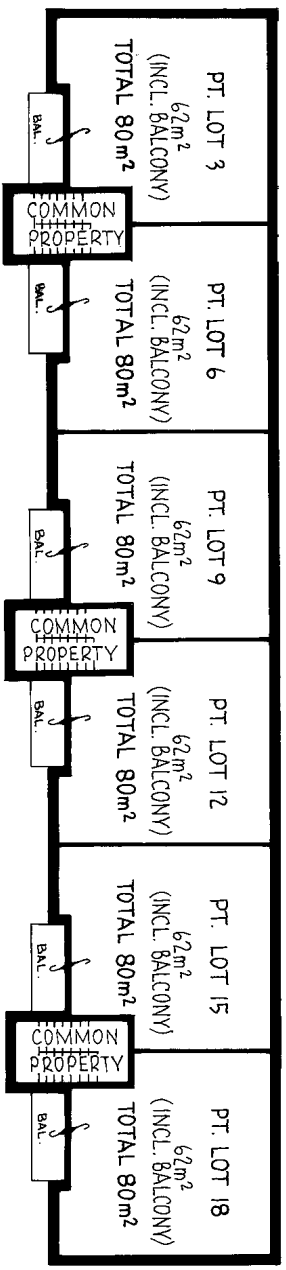


9200



SECOND FLOOR

- NOTES:
1. ALL AREAS APPROXIMATE
 2. SECOND FLOOR BALCONIES LIMITED TO HEIGHT OF UNDERSIDE OF BALCONY ABOVE
 3. THIRD FLOOR BALCONIES LIMITED TO HEIGHT OF UNDERSIDE OF OVERHANGING EAVES AND PROLONGATIONS THEREOF



THIRD FLOOR

Reduction Ratio 1: 200

Lengths are in metres



David Wain
Registered Surveyor

Angela A. Lewis
Deputy Council Clerk

SURVEYOR'S REFERENCE: N 1047

4100

N4051



N405155

no fee
9.8.73

R--

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919

Part 1

Plan: DP563272

Subdivision of Lot 14 Section 3 Deposited
Plan Number 1892 Certificate of Title Volume
5707 Folio 217, covered by Council Clerk's
Certificate No. 14/1973.

Full name and address
of proprietor of the
land.

BALZANELLI DEVELOPMENTS PTY. LIMITED a
Company duly incorporated under the laws
of the Australian Capital Territory and
having its registered office situate at
36 Empire Circuit Forest in the said
Territory.

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

A Right of Carriageway 32 feet wide

Schedule of lots, etc. affected.

Lots burdened

Lots, name of road, or Authority,
benefited

Lot 3

Lot 1 Henderson Road
Lot 2 Henderson Road

The COMMON SEAL of BALZANELLI
DEVELOPMENTS PTY. LIMITED was
hereunto affixed in the presence
of:



[Signature]

Secretary

[Signature]
Director

N405155

V. J. Ralph & Co

instrument pursuant to Regulation 52D Conveyancing
Act Regulations, 1961, setting out the terms of
easements or restrictions as to user created by
registration of the within-mentioned Deposited Plan.



PE 8-8-1973

CONSOLIDATED BY-LAWS

STRATA SCHEME 9200

**102 HENDERSON ROAD,
CRESTWOOD NSW 2620**

Table of Contents

1 Noise	3
2 Vehicles.....	3
3 Obstruction of common property.....	3
4 Damage to lawns and plants on common property.....	3
5 Damage to common property.....	3
6 Behaviour of owners and occupiers	4
7 Children playing on common property in building.....	4
8 Behaviour of invitees	4
9 Depositing rubbish and other material on common property	4
10 Drying of laundry items.....	4
11 Cleaning windows and doors	4
12 Storage of inflammable liquids and other substances and materials.....	4
13 Moving furniture and other objects on or through common property.....	5
14 Floor coverings	5
15 Garbage disposal.....	5
16 Keeping of animals.....	5
17 Appearance of lot.....	6
18 Notice board	6
19 Change in use of lot to be notified	6
By-Law No.28.....	6
SPECIAL PRIVILEGE BY-LAW NO.1	7
Special By-Law No.2 – Window Safety Devices	7

Schedule 2 By-laws for pre - 1996 Strata Schemes

1 Noise

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

Note. This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

2 Vehicles

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

Note. This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

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

Note. This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note. This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (b) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note. This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

6 Behaviour of owners and occupiers

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

Note. This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

7 Children playing on common property in building

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

Note. This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note. This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

9 Depositing rubbish and other material on common property

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

Note. This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

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

Note. This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

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

Note. This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

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

Note. This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

13 Moving furniture and other objects on or through common property

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

Note. This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note. This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot:

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

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

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

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

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

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

Note. This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

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

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

Note. This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

(3) No pet is to be toileted anywhere on Common Property (ie, on driveways, on foot paths, in garden beds, in the grassed areas, in stairwells and the car port areas).

- (4) All animal droppings from litter trays etc must be triple bagged prior to putting into the general waste wheelie bin. This is to help to keep the bins hygienically safe for other residents to use, and to keep the stench out of the bins.
- (5) All animals that are being walked across Common Property to either exit or return must be on a lead, or carried.
- (6) Noise from animals to be kept to a minimum in order not to shatter the peace that other residents are entitled to enjoy.
- (7) Owners still have the right to vote 'No' to an "Application to keep a pet in the unit". Reasons for a 'No' vote must be advised.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note. This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice board

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

Note. This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 Change in use of lot to be notified

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

By-Law No.28

I Patricia Trelayne Stevenson of 102 Learmonth Drive, Kambah in the Australian Capital Territory, Strata Manager do solemnly declare as Follows:

1. I am the secretary of the body corporate for Strata Plan 9200
2. I wish to have recorded the change of by-laws set out below, which was resolved by unanimous resolution at an Annual General Meeting of the proprietors of Strata Plan 9200 on 2/3/81.

MOTION B. Mr. Burke moved that a contribution is due for payment and remains unpaid for 12 weeks the body corporate is authorised to engage legal or other services including those debt collectors or mercantile agents for or in relation to recovery thereof and any costs so incurred by the body corporate shall be paid by the member in default to the body corporate on demand.

2n Mr. Zappia. UNANIMOUS RESOLUTION.

SPECIAL PRIVILEGE BY-LAW NO.1

The owners for the time being of each lot in the strata scheme shall be conferred with the exclusive use and enjoyment of all those parts of the common property contained within, adjoining or associated with their own respective lots (herein defined as including, but without in any way limiting the generality of the definition of those parts of common property referred to, the items referred to in the schedule below) subject to the following conditions: -

- a) The said areas of common property shall be properly maintained and kept in a state of good and serviceable repair by the respective owner without the expense to the Owners Corporation in respect to such maintenance and repair;
- b) The respective owner shall bear the costs of electrical, mechanical or other maintenance, repair, renewal or replacement of the said areas of common property which costs are also to be borne by those respective proprietors without the expense to the Owners Corporation;
- c) Each owner shall regularly and properly clean and keep clean the said areas of common property;
- d) Each respective owner shall inform the secretary or the Strata Managing Agent of the strata scheme not later than 24 hours before any tradesman proposes to effect any maintenance services, repairs, renewal or replacement to the said areas of common property.

Where by the Owners Corporation shall not be responsible for performance of its duty under sec 62 (1)(2)(3a)(3b) of the *Strata Schemes Management Act 1996* in respect of the said parts of common property.

SCHEDULE

External Doors including their locks and closures, external door frames and their locks, door handles and knobs, letter box locks and keys, flyscreens, awnings, shade sails, shutters, air conditioning and heating units and their associated infrastructure, exhaust fans, external lights for each lot including carport lights and covers, garage doors and remotes, wet areas including wall and floor tiles and all plumbing and electrical wiring associated exclusively with the lot **SUCH THAT** the items not included within the definition include the common property driveways, boundary fences, external building walls; external painting, external driveway lights, roof, roof cavity area, trusses, rafters, battens and beams, gutters, downpipes, fascias, eaves, ceilings, balconies, and landscaping and kerbs.

Special By-Law No.2 – Window Safety Devices

1. Introduction

- 1.1 The Owners Corporation has caused to be installed throughout the common property of the strata scheme window safety devices which comply with Section 118 of the Management Act.
- 1.2 This by-law gives owners the right to install replacement window safety devices (if and when required) on certain conditions and provides who will be responsible for the maintenance and repair of window safety devices.

2. Definitions & Interpretation

- 2.1. In this by-law:

“**Common Property**” means the common property for the Strata Scheme. “**Lot**” means a lot within the Strata Scheme.

“**Management Act**” means the *Strata Schemes Management Act 2015* and any successors to that Act.

“**Owner**” means an owner of any one of the Lots.

“**Owners**” means the owners of the Lots.

“**Owners Corporation**” means the owners corporation for the Strata Scheme.

“**Strata Scheme**” means the strata scheme in respect of which this by-law applies.

“**Window**” means a window to which section 118 of the Management Act applies.

“**Window Safety Device**” means a complying window safety device for the purposes of section 118 of the Management Act.

2.2. In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (e) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) where any decision needs to be made by the Owners Corporation that decision may be made by its strata committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Management Act;
- (g) any expression used in this by-law and which is defined in the Management Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and
- (h) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Installation and Maintenance of Window Safety Devices

- 3.1 An Owner must not install a window safety device which is not a complying Window Safety Device.
- 3.2 An Owner must only install a Window Safety Device on a Window.
- 3.3 Despite section 106 of the Management Act, an Owner must properly maintain and keep in a state of good and serviceable repair any Window Safety Device which the Owners Corporation installs and which an Owner may subsequently install in compliance with their ongoing obligation of repair and maintenance.
- 3.4 An Owner must notify the Owners Corporation immediately if any Window Safety Device not installed by the Owner and which is accessible directly from the Owner’s Lot falls into a state of disrepair or in any way fails to be a Window Safety Device.
- 3.5 An Owner must not remove or alter a Window Safety Device without the approval in writing of the Owners Corporation.
- 3.6 The Owners Corporation must properly maintain and keep in a state of good and serviceable repair any Window Safety Device which it installs or is required to install as a result of an Owner’s failure to do so in accordance with section 118 of the Management Act.
- 3.7 An Owner must, within 7 days of any written request, allow the Owners Corporation or its representative access to the Owner’s Lot to inspect or repair any Window Safety Device accessible directly from the Lot.

4. General Terms and Conditions

- 4.1 Each Owner will indemnify and keep indemnified the Owners Corporation against all costs, actions, proceedings, claims, injuries, demands, costs, damages and expenses which may be incurred by or brought against the Owners Corporation arising directly or indirectly from a failure to install, repair and maintain Window Safety Devices installed on Windows within the strata scheme.
- 4.2 The Owners Corporation is entitled to recover as a debt any costs, expenses (including legal costs), fees, charges and penalties it may incur by reason of an Owner failing to comply with their obligations under this by-law (including the costs for repair or replacement or installation of a Window Safety Device), not paid at the end of one month after the date a written notice is served (by post, email, facsimile or in person) on the Owner providing details of the debt (Debt Notice).
- 4.3 If the amount detailed in the Debt Notice is not paid at the end of one month after service of the Debt Notice then simple interest accrues on the debt at the rate of 10% per annum.
- 4.4 If the amount detailed in the Debt Notice is not paid at the end of one month after service of the Debt Notice then the Owners Corporation will be entitled to recover the debt, interest and its expenses (including legal costs on an indemnity basis) in recovering those amounts from the Owner.

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales

Strata Schemes Management Act
Real Property Act 1900



AN235975P

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

(A) **TORRENS TITLE**

For the common property CP/SP9200

(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/1335	CODE CH
--------------------------------------	--	-------------------

- (C) The Owners-Strata Plan No. 9200 certify that a special resolution was passed on 3/8/2016
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. Special By-law No.2
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 9200 which includes new Added Special By-law No.2 starting from Page 7 of 10 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No.9200 was affixed on **29th MARCH 2018** in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Allallia*
Name: **AUSON MALLIA**
Authority: **STRATA MANAGER**
Signature: *Burke*
Name: **MARIE BURKE**
Authority: **STRATA MANAGER**



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

10 pages March 2 1/4/18

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 9200

TABLE OF CONTENTS

1 Noise.....3
2 Vehicles3
3 Obstruction of common property.....3
4 Damage to lawns and plants on common property.....3
5 Damage to common property3
6 Behaviour of owners and occupiers4
7 Children playing on common property in building4
8 Behaviour of invitees4
9 Depositing rubbish and other material on common property4
10 Drying of laundry items.....4
11 Cleaning windows and doors.....4
12 Storage of inflammable liquids and other substances and materials.....4
13 Moving furniture and other objects on or through common property5
14 Floor coverings.....5
15 Garbage disposal5
16 Keeping of animals.....5
17 Appearance of lot5
18 Notice board.....6
19 Change in use of lot to be notified.....6
By-Law No.28.....6
SPECIAL PRIVILEGE BY-LAW NO.1.....6
Special By-Law No.2 – Window Safety Devices7

The seal of The Owners-Strata Plan No 9200 was affixed on 20th MARCH 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): Al Mallia

Name(s) [use block letters]: ALISON MALLIA

Authority: STRATA MANAGER

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705



Schedule 2 By-laws for pre - 1996 Strata Schemes

1 Noise

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

Note. This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

2 Vehicles

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

Note. This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

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

Note. This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note. This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (b) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note. This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

6 Behaviour of owners and occupiers

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

Note. This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

7 Children playing on common property in building

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

Note. This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note. This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

9 Depositing rubbish and other material on common property

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

Note. This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

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

Note. This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

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

Note. This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

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

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

Note. This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1705

13 Moving furniture and other objects on or through common property

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

Note. This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note. This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot:

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

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

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

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

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

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

Note. This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

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

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

Note. This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

17 Appearance of lot

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

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

Note. This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice board

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

Note. This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 Change in use of lot to be notified

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

By-Law No.28

I Patricia Trelayne Stevenson of 102 Learmonth Drive, Kambah in the Australian Capital Territory, Strata Manager do solemnly declare as Follows:

1. I am the secretary of the body corporate for Strata Plan 9200
2. I wish to have recorded the change of by-laws set out below, which was resolved by unanimous resolution at an Annual General Meeting of the proprietors of Strata Plan 9200 on 2/3/81.

MOTION B. Mr. Burke moved that is a contribution is due for payment and remains unpaid for 12 weeks the body corporate is authorised to engage legal or other services including those debt collectors or mercantile agents for or in relation to recovery thereof and any costs so incurred by the body corporate shall be paid by the member in default to the body corporate on demand.

2n Mr. Zappia. UNANIMOUS RESOLUTION.

SPECIAL PRIVILEGE BY-LAW NO.1

The owners for the time being of each lot in the strata scheme shall be conferred with the exclusive use and enjoyment of all those parts of the common property contained within, adjoining or associated with their own respective lots (herein defined as including, but without in any way limiting the generality of the definition of those parts of common property referred to, the items referred to in the schedule below) subject to the following conditions: -

- a) The said areas of common property shall be properly maintained and kept in a state of good and serviceable repair by the respective owner without the expense to the Owners Corporation in respect to such maintenance and repair;
- b) The respective owner shall bear the costs of electrical, mechanical or other maintenance, repair, renewal or replacement of the said areas of common property which costs are also to be borne by those respective proprietors without the expense to the Owners Corporation;
- c) Each owner shall regularly and properly clean and keep clean the said areas of common property;
- d) Each respective owner shall inform the secretary or the Strata Managing Agent of the strata scheme not later than 24 hours before any tradesman proposes to effect any maintenance services, repairs, renewal or replacement to the said areas of common property.

Where by the Owners Corporation shall not be responsible for performance of its duty under sec 62 (1)(2)(3a)(3b) of the *Strata Schemes Management Act 1996* in respect of the said parts of common property.

SCHEDULE

External Doors including their locks and closures, external door frames and their locks, door handles and knobs, letter box locks and keys, flyscreens, awnings, shade sails, shutters, air conditioning and heating units and their associated infrastructure, exhaust fans, external lights for each lot including carport lights and covers, garage doors and remotes, wet areas including wall and floor tiles and all plumbing and electrical wiring associated exclusively with the lot **SUCH THAT** the items not included within the definition include the common property driveways, boundary fences, external building walls; external painting, external driveway lights, roof, roof cavity area, trusses, rafters, battens and beams, gutters, downpipes, fascias, eaves, ceilings, balconies, and landscaping and kerbs.

Special By-Law No.2 – Window Safety Devices

1. Introduction

- 1.1 The Owners Corporation has caused to be installed throughout the common property of the strata scheme window safety devices which comply with Section 118 of the Management Act.
- 1.2 This by-law gives owners the right to install replacement window safety devices (if and when required) on certain conditions and provides who will be responsible for the maintenance and repair of window safety devices.

2. Definitions & Interpretation

2.1. In this by-law:

“Common Property” means the common property for the Strata Scheme. “Lot” means a lot within the Strata Scheme.

“Management Act” means the *Strata Schemes Management Act 2015* and any successors to that Act.

“Owner” means an owner of any one of the Lots.

“Owners” means the owners of the Lots.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Scheme” means the strata scheme in respect of which this by-law applies.

“Window” means a window to which section 118 of the Management Act applies.

“Window Safety Device” means a complying window safety device for the purposes of section 118 of the Management Act.

2.2. In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

- (c) words importing the singular number include the plural and vice versa;
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (e) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) where any decision needs to be made by the Owners Corporation that decision may be made by its strata committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Management Act;
- (g) any expression used in this by-law and which is defined in the Management Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and
- (h) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Installation and Maintenance of Window Safety Devices

- 3.1 An Owner must not install a window safety device which is not a complying Window Safety Device.
- 3.2 An Owner must only install a Window Safety Device on a Window.
- 3.3 Despite section 106 of the Management Act, an Owner must properly maintain and keep in a state of good and serviceable repair any Window Safety Device which the Owners Corporation installs and which an Owner may subsequently install in compliance with their ongoing obligation of repair and maintenance.
- 3.4 An Owner must notify the Owners Corporation immediately if any Window Safety Device not installed by the Owner and which is accessible directly from the Owner's Lot falls into a state of disrepair or in any way fails to be a Window Safety Device.
- 3.5 An Owner must not remove or alter a Window Safety Device without the approval in writing of the Owners Corporation.
- 3.6 The Owners Corporation must properly maintain and keep in a state of good and serviceable repair any Window Safety Device which it installs or is required to install as a result of an Owner's failure to do so in accordance with section 118 of the Management Act.
- 3.7 An Owner must, within 7 days of any written request, allow the Owners Corporation or its representative access to the Owner's Lot to inspect or repair any Window Safety Device accessible directly from the Lot.

4. General Terms and Conditions

- 4.1 Each Owner will indemnify and keep indemnified the Owners Corporation against all costs, actions, proceedings, claims, injuries, demands, costs, damages and expenses which may be incurred by or brought against the Owners Corporation arising directly or indirectly from a failure to install, repair and maintain Window Safety Devices installed on Windows within the strata scheme.
- 4.2 The Owners Corporation is entitled to recover as a debt any costs, expenses (including legal costs), fees, charges and penalties it may incur by reason of an Owner failing to comply with their obligations under this by-law (including the costs for repair or replacement or installation of a Window Safety Device), not paid at the end of one month after the date a written notice is served (by post, email, facsimile or in person) on the Owner providing details of the debt (Debt Notice).

- 4.3 If the amount detailed in the Debt Notice is not paid at the end of one month after service of the Debt Notice then simple interest accrues on the debt at the rate of 10% per annum.
- 4.4 If the amount detailed in the Debt Notice is not paid at the end of one month after service of the Debt Notice then the Owners Corporation will be entitled to recover the debt, interest and its expenses (including legal costs on an indemnity basis) in recovering those amounts from the Owner.

The seal of The Owners-Strata Plan No 9200 was affixed on 29th MARCH 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): Al Mallia

Name(s) [use block letters]: ALISON MALLIA

Authority: STRATA MANAGER



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

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 9200..... was affixed on [^]29th MARCH 2018.....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: All Mallia.....Name: ALISON MALLIA.....Authority: STRATA MANAGER

Signature: [Signature].....Name: MAKEE BURKE.....Authority: STRATA MANAGER

^ Insert appropriate date

* Strike through if inapplicable.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AQ914206F

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

(A) **TORRENS TITLE**

For the common property CP/SP9200

(B) **LODGED BY**

Document Collection Box 6457S	Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153 E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/3649	CODE CH
---	--	-----------------------

- (C) The Owner-Strata Plan No. 9200 certify that a special resolution was passed on 9/3/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —
- (E) Repealed by-law No. _____
 Added by-law No. _____
 Amended by-law No. 16
 as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 9200 which includes new Amended By-law No.16 starting from Page 5 of 9 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners-Strata Plan No. 9200 was affixed on 23rd MARCH 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 : Al Mallia
 Name : ALISON MALLIA
 Authority : STRATA MANAGER
 Signature : [Signature]
 Name : SAMANTHA KELLOW
 Authority : STRATA MANAGER



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 9200

TABLE OF CONTENTS

1 Noise 3
2 Vehicles 3
3 Obstruction of common property 3
4 Damage to lawns and plants on common property 3
5 Damage to common property 3
6 Behaviour of owners and occupiers 4
7 Children playing on common property in building 4
8 Behaviour of invitees..... 4
9 Depositing rubbish and other material on common property 4
10 Drying of laundry items..... 4
11 Cleaning windows and doors 4
12 Storage of inflammable liquids and other substances and materials..... 4
13 Moving furniture and other objects on or through common property 5
14 Floor coverings 5
15 Garbage disposal..... 5
16 Keeping of animals 5
17 Appearance of lot..... 6
18 Notice board 6
19 Change in use of lot to be notified..... 6
By-Law No.28..... 6
SPECIAL PRIVILEGE BY-LAW NO.1..... 6
Special By-Law No.2 – Window Safety Devices 7

The seal of The Owners-Strata Plan No 9200 was affixed on 23RD MARCH 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(s): AMallia
Name(s) [use block letters]: ALISON MALLIA
Authority: STRATA MANAGER



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

Schedule 2 By-laws for pre - 1996 Strata Schemes

1 Noise

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

Note. This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

2 Vehicles

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

Note. This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

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

Note. This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note. This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (b) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note. This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

6 Behaviour of owners and occupiers

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

Note. This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

7 Children playing on common property in building

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

Note. This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note. This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

9 Depositing rubbish and other material on common property

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

Note. This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

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

Note. This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

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

Note. This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

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

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

Note. This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

13 Moving furniture and other objects on or through common property

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

Note. This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note. This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot:

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

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

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

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

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

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

Note. This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

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

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

Note. This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

(3) No pet is to be toileted anywhere on Common Property (ie, on driveways, on foot paths, in garden beds, in the grassed areas, in stairwells and the car port areas).

(4) All animal droppings from litter trays etc must be triple bagged prior to putting into the general waste wheelie bin. This is to help to keep the bins hygienically safe for other residents to use, and to keep the stench out of the bins.

- (5) All animals that are being walked across Common Property to either exit or return must be on a lead, or carried.
- (6) Noise from animals to be kept to a minimum in order not to shatter the peace that other residents are entitled to enjoy.
- (7) Owners still have the right to vote 'No' to an "Application to keep a pet in the unit". Reasons for a 'No' vote must be advised.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note. This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice board

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

Note. This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 Change in use of lot to be notified

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

By-Law No.28

I Patricia Trelayne Stevenson of 102 Learmonth Drive, Kambah in the Australian Capital Territory, Strata Manager do solemnly declare as Follows:

1. I am the secretary of the body corporate for Strata Plan 9200
2. I wish to have recorded the change of by-laws set out below, which was resolved by unanimous resolution at an Annual General Meeting of the proprietors of Strata Plan 9200 on 2/3/81.

MOTION B. Mr. Burke moved that a contribution is due for payment and remains unpaid for 12 weeks the body corporate is authorised to engage legal or other services including those debt collectors or mercantile agents for or in relation to recovery thereof and any costs so incurred by the body corporate shall be paid by the member in default to the body corporate on demand.

2n Mr. Zappia. UNANIMOUS RESOLUTION.

SPECIAL PRIVILEGE BY-LAW NO.1

The owners for the time being of each lot in the strata scheme shall be conferred with the exclusive use and enjoyment of all those parts of the common property contained within, adjoining or associated with their own respective lots (herein defined as including, but without in any way limiting the generality of the definition of those parts of common property referred to, the items referred to in the schedule below) subject to the following conditions: -

- a) The said areas of common property shall be properly maintained and kept in a state of good and serviceable repair by the respective owner without the expense to the Owners Corporation in respect to such maintenance and repair;
- b) The respective owner shall bear the costs of electrical, mechanical or other maintenance, repair, renewal or replacement of the said areas of common property which costs are also to be borne by those respective proprietors without the expense to the Owners Corporation;
- c) Each owner shall regularly and properly clean and keep clean the said areas of common property;
- d) Each respective owner shall inform the secretary or the Strata Managing Agent of the strata scheme not later than 24 hours before any tradesman proposes to effect any maintenance services, repairs, renewal or replacement to the said areas of common property.

Where by the Owners Corporation shall not be responsible for performance of its duty under sec 62 (1)(2)(3a)(3b) of the *Strata Schemes Management Act 1996* in respect of the said parts of common property.

SCHEDULE

External Doors including their locks and closures, external door frames and their locks, door handles and knobs, letter box locks and keys, flyscreens, awnings, shade sails, shutters, air conditioning and heating units and their associated infrastructure, exhaust fans, external lights for each lot including carport lights and covers, garage doors and remotes, wet areas including wall and floor tiles and all plumbing and electrical wiring associated exclusively with the lot **SUCH THAT** the items not included within the definition include the common property driveways, boundary fences, external building walls; external painting, external driveway lights, roof, roof cavity area, trusses, rafters, battens and beams, gutters, downpipes, fascias, eaves, ceilings, balconies, and landscaping and kerbs.

Special By-Law No.2 – Window Safety Devices

1. Introduction

- 1.1 The Owners Corporation has caused to be installed throughout the common property of the strata scheme window safety devices which comply with Section 118 of the Management Act.
- 1.2 This by-law gives owners the right to install replacement window safety devices (if and when required) on certain conditions and provides who will be responsible for the maintenance and repair of window safety devices.

2. Definitions & Interpretation

- 2.1. In this by-law:

“**Common Property**” means the common property for the Strata Scheme.

“**Lot**” means a lot within the Strata Scheme.

“**Management Act**” means the *Strata Schemes Management Act 2015* and any successors to that Act.

“**Owner**” means an owner of any one of the Lots.

“**Owners**” means the owners of the Lots.

“**Owners Corporation**” means the owners corporation for the Strata Scheme.

“**Strata Scheme**” means the strata scheme in respect of which this by-law applies.

“Window” means a window to which section 118 of the Management Act applies.

“Window Safety Device” means a complying window safety device for the purposes of section 118 of the Management Act.

2.2. In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) words importing the singular number include the plural and vice versa;
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (e) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) where any decision needs to be made by the Owners Corporation that decision may be made by its strata committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Management Act;
- (g) any expression used in this by-law and which is defined in the Management Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and
- (h) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. **Installation and Maintenance of Window Safety Devices**

- 3.1 An Owner must not install a window safety device which is not a complying Window Safety Device.
- 3.2 An Owner must only install a Window Safety Device on a Window.
- 3.3 Despite section 106 of the Management Act, an Owner must properly maintain and keep in a state of good and serviceable repair any Window Safety Device which the Owners Corporation installs and which an Owner may subsequently install in compliance with their ongoing obligation of repair and maintenance.
- 3.4 An Owner must notify the Owners Corporation immediately if any Window Safety Device not installed by the Owner and which is accessible directly from the Owner's Lot falls into a state of disrepair or in any way fails to be a Window Safety Device.
- 3.5 An Owner must not remove or alter a Window Safety Device without the approval in writing of the Owners Corporation.
- 3.6 The Owners Corporation must properly maintain and keep in a state of good and serviceable repair any Window Safety Device which it installs or is required to install as a result of an Owner's failure to do so in accordance with section 118 of the Management Act.
- 3.7 An Owner must, within 7 days of any written request, allow the Owners Corporation or its representative access to the Owner's Lot to inspect or repair any Window Safety Device accessible directly from the Lot.

4. General Terms and Conditions

- 4.1 Each Owner will indemnify and keep indemnified the Owners Corporation against all costs, actions, proceedings, claims, injuries, demands, costs, damages and expenses which may be incurred by or brought against the Owners Corporation arising directly or indirectly from a failure to install, repair and maintain Window Safety Devices installed on Windows within the strata scheme.
- 4.2 The Owners Corporation is entitled to recover as a debt any costs, expenses (including legal costs), fees, charges and penalties it may incur by reason of an Owner failing to comply with their obligations under this by-law (including the costs for repair or replacement or installation of a Window Safety Device), not paid at the end of one month after the date a written notice is served (by post, email, facsimile or in person) on the Owner providing details of the debt (Debt Notice).
- 4.3 If the amount detailed in the Debt Notice is not paid at the end of one month after service of the Debt Notice then simple interest accrues on the debt at the rate of 10% per annum.
- 4.4 If the amount detailed in the Debt Notice is not paid at the end of one month after service of the Debt Notice then the Owners Corporation will be entitled to recover the debt, interest and its expenses (including legal costs on an indemnity basis) in recovering those amounts from the Owner.

The seal of The Owners-Strata Plan No 9200 was affixed on 23rd MARCH 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(s): AMallia

Name(s) [use block letters]: ALISON MALLIA

Authority: STRATA MANAGER



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007



**LAND
REGISTRY
SERVICES**

NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E ConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

CONVEYANCING RULES Exemptions Form

Please accept this paper lodgment as it is an exemption to the electronic lodgment requirements. The reason has been indicated below.

This form must be lodged with every paper Required Dealing (as defined in the Conveyancing Rules Version 5)

Exclusions

- Folio of the Register is not Electronically Tradeable
- If an ELN is not available and has not been available for one clear Business Day.

Waivers

- CR 1/2018 – Non ELN-Enabled Jurisdictions. (For Mortgage transactions)

Non ELN-enabled Jurisdictions are currently Northern Territory, Tasmania and the Australian Capital Territory.

- CR 2/2018 – Non-Land Securities.

Refinance transactions involving non-land securities which cannot be lodged through an ELN may be lodged manually.

- CR 1/2020 – Certifications

This waiver applies to any National Mortgage Form lodged in paper signed on or before 30 June 2021.

- CR 1/2021 – Required dealing exceptions.

Waiver exception number: 23.1 (Insert the number which corresponds to exception relied on).

For a list of exceptions to the mandated dealings see:

https://www.registrargeneral.nsw.gov.au/data/assets/pdf_file/0006/967200/Conveyancing-Rules-Waiver-CR1-2021.pdf

**QUEANBEYAN-PALERANG REGIONAL COUNCIL
SECTION 10.7(2) PLANNING CERTIFICATE**

issued under
Environmental Planning and Assessment Act 1979

Infotrack
GPO Box 4029
SYDNEY NSW 2001

Certificate No.: PL.2025.2573
Your Reference: 59953: Cox sale of
3/102 Hende

ecertificates@infotrack.com.au

Subject Land:

Property Number:	159079
Property Address:	3/102 Henderson Road CRESTWOOD NSW 2620
Legal Description:	Lot 3 SP 9200

This certificate is provided under Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters:

1. Names of relevant instruments and development control plans

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

1.1.1 Local Environmental Plan***Queanbeyan-Palerang Regional Local Environmental Plan 2022***

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2022-0600>

1.1.2 State Environmental Planning Policies (SEPPs):

- *SEPP (Biodiversity and Conservation) 2021*
- *SEPP (Exempt and Complying Development Codes) 2008*
- *SEPP (Housing) 2021*
- *SEPP (Industry and Employment) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Precincts - Regional) 2021*
- *SEPP (Primary Production) 2021*
- *SEPP (Resilience and Hazards) 2021*
- *SEPP (Resources and Energy) 2021*
- *SEPP (Sustainable Buildings) 2022*
- *SEPP (Transport and Infrastructure) 2021*

www.legislation.nsw.gov.au/browse/inforce#/epi/title/s

OFFICES

144 Wallace St, Braidwood
13 Gibraltar St, Bungendore
257 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

E: council@qprc.nsw.gov.au
W: www.qprc.nsw.gov.au

ABN 95 933 070 982

1.1.3 Development Control Plan

Lot 3 SP 9200

Queanbeyan Development Control Plan 2012

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3

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

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

1.2.1. Draft Local Environmental Plans

Application No	Description
----------------	-------------

PP.2024.0006	Housekeeping Amendment 2024 to QPRLEP 2022
--------------	--

www.planningportal.nsw.gov.au/ppr

1.2.2. Draft State Environmental Planning Policies (SEPPs):

- SEPP (Housing) 2021
- SEPP (Planning Systems) 2021
- SEPP (Transport and Infrastructure) 2021

www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies

1.2.3. Draft Development Control Plans (DCPs):

Lot 3 SP 9200

No.

- 2.4. Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

Lot 3 SP 9200**R4 - High Density Residential**

The minimum lot size for the erection of a dwelling house is 600 square metres, unless the lot:

(a) is a lot created in accordance with clause 4.1, 4.1AA, 4.1A, 4.1D, 4.1E, 7.24, 7.25 or 7.26 of Queanbeyan-Palerang Regional Local Environmental Plan 2022, or

(b) is a lot created before the commencement of Queanbeyan-Palerang Regional Local Environmental Plan 2022 and on which the erection of a dwelling was permissible immediately before that commencement, or

(c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of Queanbeyan-Palerang Regional Local Environmental Plan 2022 and on which the erection of a dwelling would have been permissible if the plan of subdivision had been registered before that commencement, or

(d) an existing holding, or

(e) would have been a lot or a holding specified in paragraphs (a) - (d) had it not been affected by:

(i) a minor realignment of boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve, or for another public purpose.

NOTE: Refer to the [NSW Planning Portal](#) to view the map of applicable Lot Size Map (PDF format).

- 2.5. Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Lot 3 SP 9200**No.**

- 2.6. Whether the land is in a conservation area:

Lot 3 SP 9200**No.**

- 2.7. Whether an item of environmental heritage is located on the land:

Lot 3 SP 9200**No.**

3. Contributions plans

- 3.1. The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Lot 3 SP 9200

Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.

Lot 3 SP 9200

Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6

- 3.2. If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

Lot 3 SP 9200

No.

- 3.3. If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Lot 3 SP 9200

No.

4. Complying Development

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

Zone R4 High Density Residential Lot 3 SP 9200	Land on which complying development may be carried out
Part 3 Housing Code	Not Applicable
Part 3A Rural Housing Code	Not Applicable
Part 3B Low Rise Housing Diversity Code	Not Applicable
Part 3BA Pattern Book Development Code	Not Applicable
Part 3C Greenfield Housing Code	Not Applicable
Part 3D Inland Code	Yes
Part 4 Housing Alterations Code	Yes
Part 4A General Development Code	Yes
Part 5 Industrial and Business Alterations Code	Yes
Part 5A Industrial and Business Buildings Code	Not Applicable
Part 5B Container Recycling Facilities Code	Not Applicable
Part 6 Subdivisions Code	Yes
Part 7 Demolition Code	Yes
Part 8 Fire Safety Code	Yes
Part 9 Agritourism and Farm Stay Accommodation Code	Not Applicable

Specific land exemptions may apply only to part of a lot. Nothing in clause 1.19 *SEPP (Exempt and Complying Development Codes) 2008* prevents complying development being carried out on part of a lot that is not land referred to in clause 1.19 even if other parts of the lot are such land.

- 4.2. If complying development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

Not Applicable.	
------------------------	--

- 4.3. If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Lot 3 SP 9200

No.

5. Exempt development

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

Does the land meet the requirements under Clause 1.16(1)(b1)-(d) as land on which exempt development may be carried out for the following exempt development codes:

5.1.1. Division 1 General Exempt Development Code

Lot 3 SP 9200 Yes.

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 3 SP 9200 Yes.

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 3 SP 9200 Yes.

Refer also to Part 3 and Schedule 2 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*. This Schedule contains additional exempt development not specified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Note that exempt development may be carried out without the need for development consent under the Act, however, such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

- 5.2. If exempt development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

5.2.1. Division 1 General Exempt Development Code

Lot 3 SP 9200 Not applicable.

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 3 SP 9200 Not applicable.

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 3 SP 9200 Not applicable.

- 5.3. If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Not applicable.

6. Affected building notices and building product rectification orders

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

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

- 6.1. Is there any affected building notice of which the council is aware that is in force in respect of the land?

No.

- 6.2. Is there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

No.

- 6.3. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No.

7. Land reserved for acquisition

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

Lot 3 SP 9200

No.

8. Road widening and road realignment

- 8.1. Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

Lot 3 SP 9200

No.

- 8.2. Is the land affected by any road widening or road realignment under any environmental planning instrument?

Lot 3 SP 9200

No.

- 8.3. Is the land affected by any road widening or road realignment under any resolution of the Council?

Lot 3 SP 9200

No.

9. Flood related development controls information

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

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

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

- 9.1. Whether the land or part of the land is within the flood planning area and is subject to flood related development controls.

Lot 3 SP 9200 **No.**

<https://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-Controls#section-8>

- 9.2. Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

Lot 3 SP 9200 **No.**

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding)?

Adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

- 10.1. Tidal inundation, subsidence, acid sulphate soils, coastal hazards and sea level rise:

No.

- 10.2. Bushfire:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of bushfire. Refer to Clause 11 of this certificate to check if the land is bushfire prone.

- 10.3. Contamination:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contamination. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

Lot 3 SP 9200

The land has not been assessed for the likelihood of contamination by Council considering past uses or results of systematic testing. It is not known if Contaminated Land provisions of the Development Control Plan or the relevant State legislation, apply.

- 10.4. Salinity:

Lot 3 SP 9200

No.

10.5. Highly erodible soils:

Lot 3 SP 9200 **No.**

10.6. Slopes over 18 degrees:

Lot 3 SP 9200 **No.**

10.7. Aircraft noise:

Lot 3 SP 9200 **No.**

<https://www.canberraairport.com.au/corporate/community/aircraft-noise/>

10.8. Land near Cooma Road Quarry:

Lot 3 SP 9200 **No.**

10.9. Land near Hume Industrial Area and Goulburn to Bombala Railway Line:

Lot 3 SP 9200 **No.**

11. Bushfire prone land

Is the land bushfire prone?

Lot 3 SP 9200 **No.**

12. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

No.

Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.

NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation: www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates.

If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building’s occupants.

Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.

Contact NSW Fair Trading for further information:

<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

13. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No.

14. Paper subdivision information

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

No.

15. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

Lot 3 SP 9200 **No.**

16. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Lot 3 SP 9200 **No.**

17. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Lot 3 SP 9200 **No.**

18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

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

No.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not applicable.

20. Western Sydney Aerotropolis

For land to which *State Environmental Planning Policy (Precincts-Western Parkland City) 2021* applies, whether the land is:

- 20.1. in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
- 20.2. shown on the Lighting Intensity and Wind Shear Map, or
- 20.3. shown on the Obstacle Limitation Surface Map, or
- 20.4. in the “public safety area” on the Public Safety Area Map, or
- 20.5. in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Not applicable.

21. Development consent for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2)? Section 88(2) restricts who may occupy seniors housing accommodation.

Application No	Description
----------------	-------------

Not applicable.

22. Site compatibility certificates and conditions for affordable rental housing

- 22.1. Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land:

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

No.

- 22.2. If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)? Section 21(1) or 40(1) specify certain conditions to be met for a period of at least 15 years commencing on the day an occupation certificate is issued.

Application No	Description
----------------	-------------

Not applicable.

- 22.3. Are there any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1)? Section 17(1) or 38(1) specify certain conditions to be met for a period of at least 10 years commencing on the day an occupation certificate is issued.

Application No	Description
----------------	-------------

Not applicable.

23. Water or sewerage services

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

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

Not applicable.

24. Special entertainment precincts

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

A **special entertainment precinct** is an area in which—

- (a) sound from entertainment activity from premises in the area is regulated in accordance with a precinct management plan, and
- (b) requirements about sound attenuation included in a precinct management plan apply to certain types of development in the area, and
- (c) dedicated live music and performance venues are authorised to trade for an additional 60 minutes under the *Liquor Act 2007*, section 12A(4).

No.

Matters prescribed by section 59(2) Contaminated Land Management Act 1997

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

Lot 3 SP 9200 **No.**

- (b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

Lot 3 SP 9200 **No.**

- (c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

Lot 3 SP 9200 **No.**

- (d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

Lot 3 SP 9200 **No.**

- (e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

Lot 3 SP 9200 **No.**

Note: Land that has been notified to the Environmental Protection Agency (EPA) as being potentially contaminated is identified on the EPA's List of notified sites. This list contains information about contamination orders and other regulatory actions that may be under assessment or in force under Section 60 of the *Contaminated Lands Management Act 1997*.

<https://www.epa.nsw.gov.au/Your-environment/Contaminated-land/notified-and-regulated-contaminated-land/list-of-notified-sites>

Additional notes

No additional notes.

Notes and disclaimer

1. The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
2. The NSW *Environmental Planning and Assessment Act 1979* is referred to in this Certificate as 'the Act'.
3. This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Checked: JB



Rebecca Ryan
General Manager
Queanbeyan-Palerang Regional Council

28 November 2025

QUEANBEYAN-PALERANG REGIONAL COUNCIL SEWER SERVICE DIAGRAM

Infotrack
ecertificates@infotrack.com.au

Subject Land:

Certificate Number:	ENG.2025.1994
Property Address:	3/102 Henderson Road CRESTWOOD NSW 2620
Legal Description:	Lot 3 SP 9200

Thank you for your request for a sewer service diagram for the abovementioned property.

The attached diagram provides a representation of the location of the internal sewer services that connect the structure/s on the property to Council Infrastructure.

The additional diagram indicates the location of Council infrastructure that services this property.

Yours Faithfully,

Ruth Ormella
Director, Development and Environment
Queanbeyan-Palerang Regional Council

Compiled by: AG

Signature:



28 November 2025

Disclaimer

The actual location of the main should be accurately determined on site.

There may be other drains, services, or easements associated with this property, and further investigation might be needed to accurately determine their locations.

OFFICES

144 Wallace St, Braidwood
13 Gibraltar St, Bungendore
257 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

E: council@qprc.nsw.gov.au
W: www.qprc.nsw.gov.au

ABN 95 933 070 982

CITY OF QUEANBEYAN PLAN OF SEWERAGE CONNECTION

FOR

Drainage Plan No. 5113

Detail Plan No. 3

Street 102 Henderson Rd

Lot 2 Sec. _____

Fee \$11-00

Amendment Fee

Scale—50 ft. to 1 in.

This diagram is the property of the proprietor and is to be returned to him on completion of the work.

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER.

All plumbing and drainage work shown on diagram in connection with this plan must be executed in accordance with Ordinance No. 46 of the Local Government Act, 1919, and to the satisfaction of the Council and no responsibility will be taken for same unless official certificates are obtained by licensed plumbers.

No alteration to drainage to be made unless previous consent is given.

All drainage work must be tested before covering in.

Junction 170' feet from downstream manhole.

Depth (approx.) 15'

NOTES:

B.T. Boundary Trap.

Gully.

K.S. Kitchen Sink.

I.B. Inspection Bend.

F.W. Floor Waste.

B.V. Back Vent.

I.P. Inspection Pipe.

I.J. Inspection Junction.

B.W. Bath Waste.

G.T. Grease Trap.

L.B. Lavatory Basin.

SHR. Shower Recess.

I.V.P. Induct Vent Pipe.

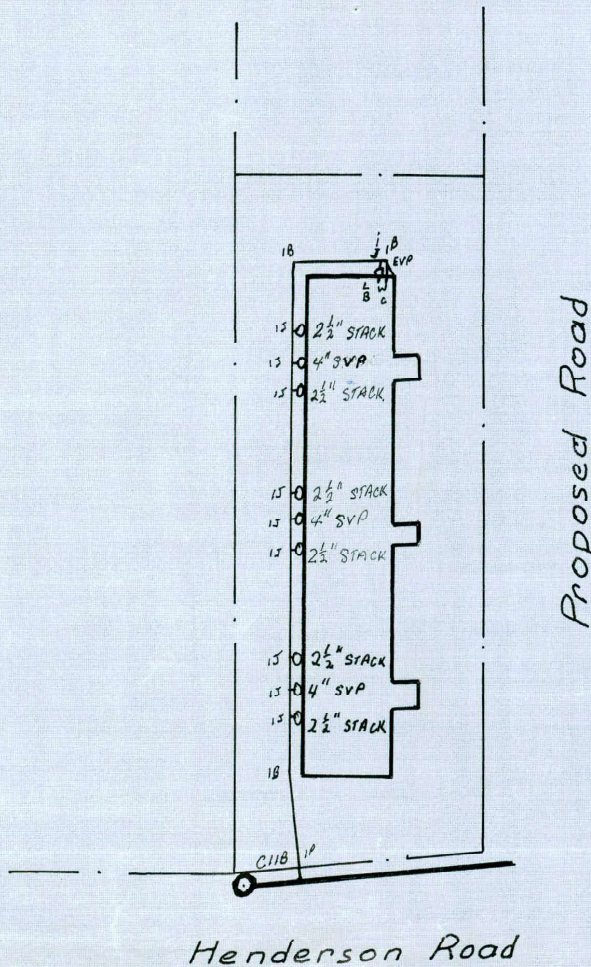
W.C. Water Closet.

S.V.P. Soil Vent Pipe.

E.V.P. Educt Vent Pipe.

T. Laundry Tubs.

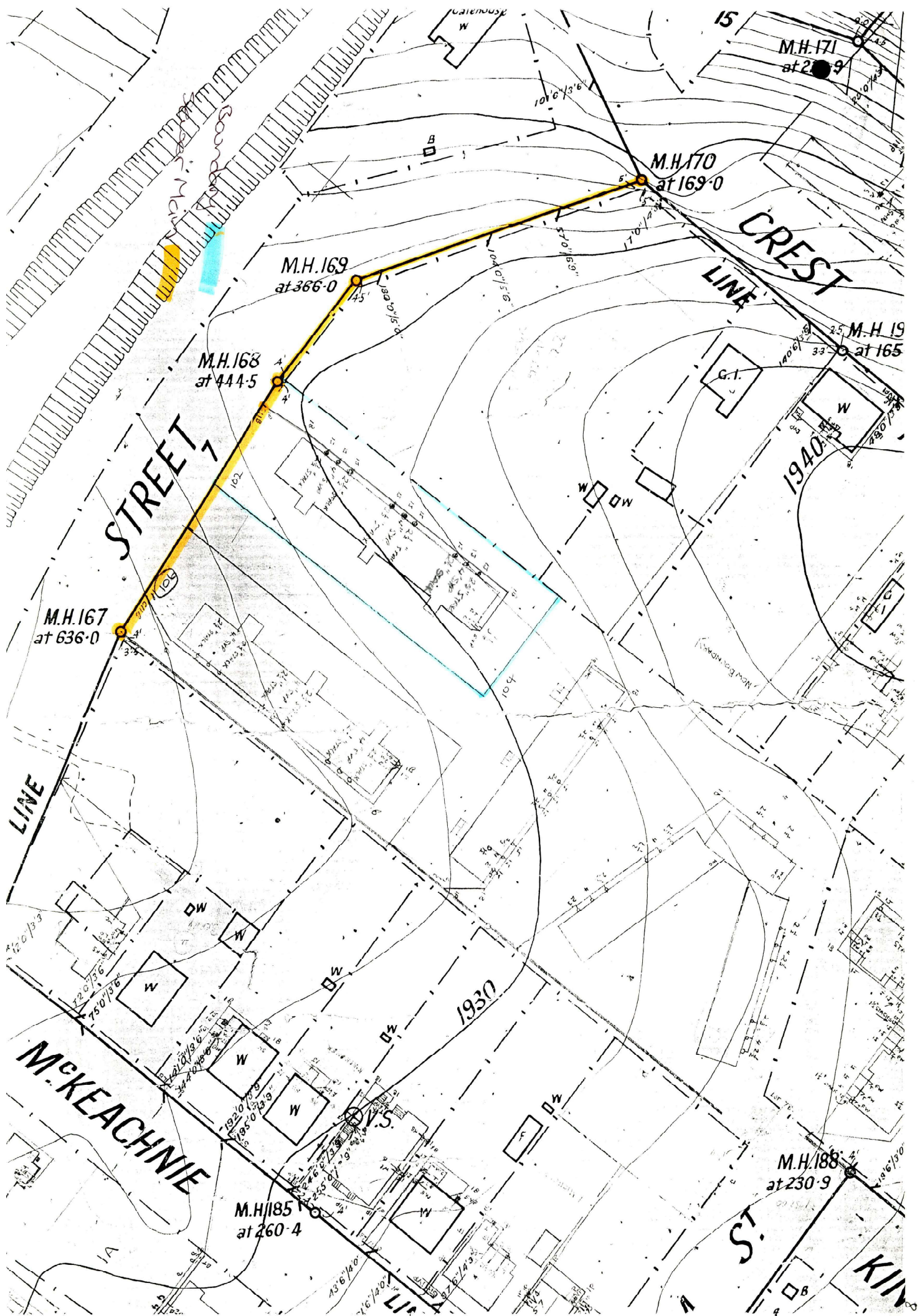
C.I.I.B. Cast Iron Inspection Box.



Queanbeyan, 21st March 1974

R. L. Howlett

Health Surveyor.



M.H.171
at 209.9

M.H.170
at 169.0

M.H.169
at 366.0

M.H.168
at 444.5

M.H.167
at 636.0

M.H.19
at 165

M.H.188
at 230.9

M.H.185
at 260.4

STREET

CREST
LINE

LINE

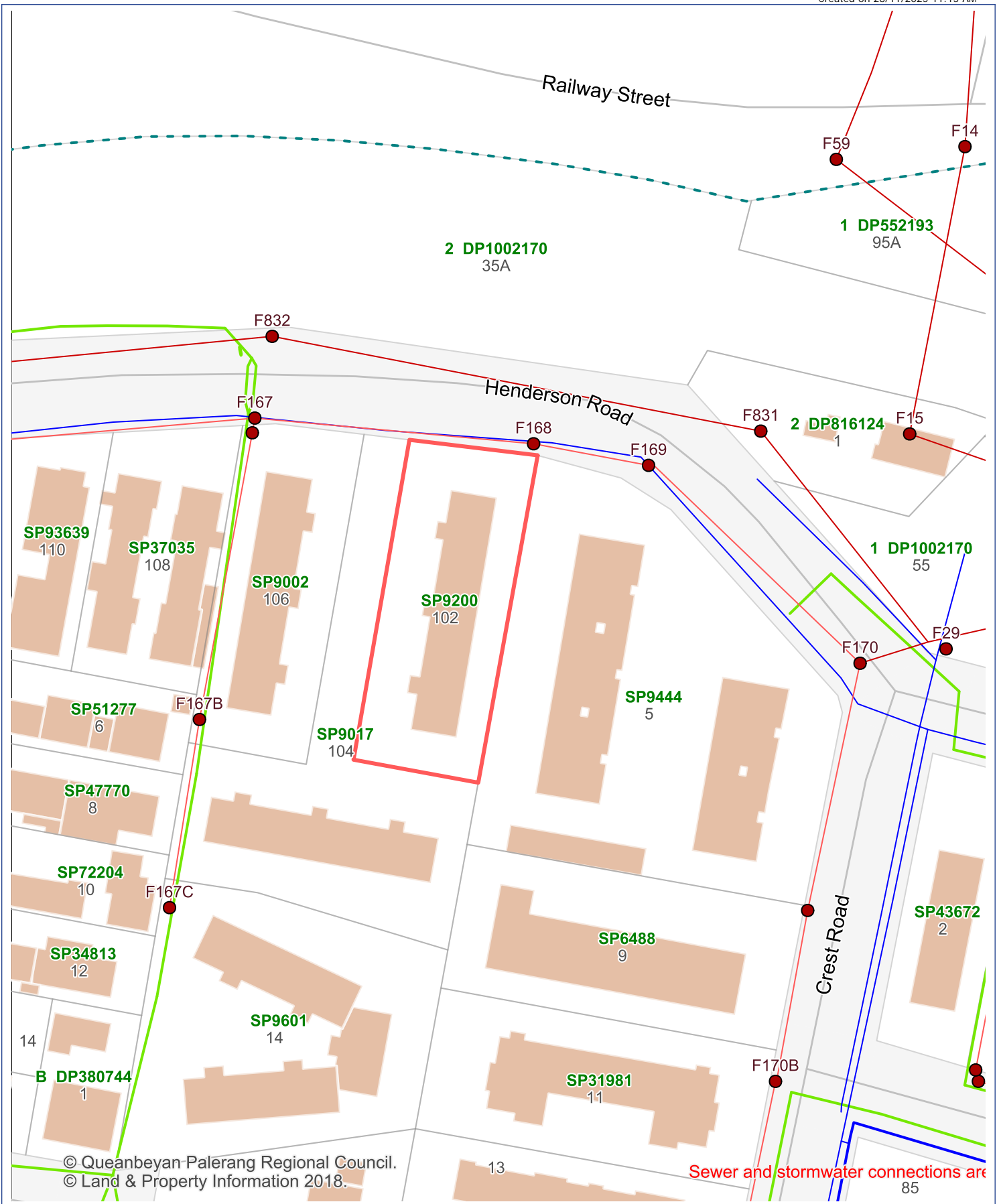
McKEACHNIE

1940

1930


ST

KIN



© Queanbeyan-Palerang Regional Council.
 © Land & Property Information 2018.

Sewer and stormwater connections are

 <p>Queanbeyan-Palerang Regional Council 257 Crawford St Queanbeyan NSW 2620 Phone: 1300 735 025 www.qprc.nsw.gov.au</p>	<p>© Queanbeyan-Palerang Regional Council This information has been prepared for Council's internal purposes and for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose (whether the purpose has been notified to Council or not). While every care is taken to ensure the accuracy of this data, neither the Queanbeyan-Palerang Regional Council nor the LPI makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason. © The State of New South Wales (Land and Property Information)</p>	<p>Projection: GDA2020 / MGA zone 55</p>	
	<p>Date: 28/11/2025</p>		
	<p>Created By: Arshdeep Gill</p>		

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

UNIT 3, 102 HENDERSON RD CRESTWOOD NSW 2620