

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Infinity Property Agents</b> <b>Suite 38/112-122 McEvoy Street, Alexandria,</b> <b>NSW 2015</b>	<b>Phone: 0411 641 662</b> <b>Fax: 02 9699 9793</b> <b>Ref: Michael Kurosawa</b>
co-agent		
vendor	<b>Tamilselvam S/O Kaliannan and Thanalaxshmi D/O Sellakumaran</b>	
vendor's solicitor	<b>Conveyancing Now NSW Pty Ltd</b> <b>2, 55 President Avenue, Kogarah NSW 2217</b> <b>PO Box 98, Padstow NSW 2211</b>	<b>Phone: 02 9188 8377</b> <b>Email: karina@conveyancingnownsw.com</b> <b>Fax: 02 9188 8376</b> <b>Ref: JS:KW:230504</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>30/29 Epsom Road, Rosebery, New South Wales 2018</b> <b>Registered Plan: Lot 37 Plan SP 79951</b> <b>Folio Identifier 37/SP79951</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>																								
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>																								
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>																								
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held
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**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" 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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input checked="" type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input checked="" type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

Precise Property

Suite 48/117 Old Pittwater Road, Brookvale, NSW 2100 Australia

Phone: (02) 9091 0369

**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:
 

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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- 33** The Contract is amended as follows:
- (a) The definition of “settlement cheque” in clause 1 is amended by deleting the existing definition of “settlement cheque” and replace it with the following: *“an unendorsed bank cheque made payable to the person to be paid or if authorized in writing by the Vendor or the Vendor’s Conveyancer, some other cheque”*
  - (b) Clause 3.10.2 & 3.11.2 are deleted.
  - (c) Clause 7.1.1 is amended by deleting “5%” and inserting in its place “\$1,000”;
  - (d) Clause 14.4 is amended by deleting the words “must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but” and further delete the word “other”;
  - (e) Clause 14.4.2 is replaced with the words “by adjusting the amount actually payable by the Vendor for the subject property on a proportional land value basis.”
  - (f) Clause 16.5 is amended by deleting “plus another 20% of that fee”;
  - (g) Clause 16.8 is amended by deleting “\$10” and inserting in its place “\$5”;
  - (h) Clause 23.13 and 23.14 is amended by replacing the figure “7” with “2”;
  - (i) Clause 25.1.1 is amended by deleting “limited”.
- 34** The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor’s behalf made any representation or given any warranties in respect of the same,
- 35** The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36** The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor’s agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor’s agent). The parties agree that this condition must not merge on completion of this Contract.
- 37** If either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) dies; or
  - (b) becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act, 1990, or a protected person under

the Protected Estates Act, 1993; then the other party may rescind this Contract by notice to the first party. This Contract will be at an end upon service of such a notice.

The provisions of the printed Clause 19 will apply to that rescission.

- 38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.
- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 10% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
  - (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.
- 39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.
- 40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
- 41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:
- (a) 5% on the signing of this Contract payable to the Depositholder; and
  - (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

## REQUISITIONS ON TITLE

### REQUISITIONS

1	In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).	NOTED
2	Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	NO
3	Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?	NO
4	Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor?	NO
5	Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale?	NO
6	Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	NO
7	The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.	NOTED
8	Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?	NO
9	Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?	NO
10	Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?	NO
11	Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?	NO
12	Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?	NO
13	Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	VENDOR RELIES ON CONTRACT



## REQUISITIONS

14	Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?	NO
15	Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?	NO
16	Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?	NO
17	Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:	
(a)	Any easement, licence or other entitlement which benefits or affects the land?	NO
(b)	Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?	NO
(c)	Any notice of resumption or intended resumption?	NO
(d)	Any proposal to re-align or widen any road which is adjacent to the property?	NO
(e)	Any proposal by any public or statutory authority?	NO
(f)	Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?	NO
(g)	Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?	NO
(h)	Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?	NO
18	<u>If the property is sold subject to tenancy</u> , is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser?	NOT APPLICABLE
19	Is the Vendor aware of any amendments of any current proposal for the amendment of the by-laws which are not disclosed in the contract?	NO
20	Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?	NO
21	Is the Vendor aware of any action taken or proposals regarding:	
(a)	The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?	NO
(b)	The transfer, lease or dedication of common property or of additional common property?	NO

## REQUISITIONS

(c)	The vesting in a proprietor of the exclusive use of part of the common property?	NO
(d)	The creation or release of any easement or restriction as to user?	NO
(e)	Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?	NO
22	Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?	NO
23	Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the Vendor) to carry out work on or in relation to that lot?	NO
24	Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?	NO
25	Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?	PURCHASER SHOULD RELY ON OWN ENQUIRIES
26	Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?	NO
27	Is the Vendor aware of:	
(a)	any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are:	
	(1) fully covered by a contribution levied prior to the date of the contract; or	
	(2) normal operating expenses and are or could properly be made the subject of a contribution to the Administration Fund?	NO
(b)	any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would exceed one half of one per centum of the price of the lot being sold by the Vendor?	NO
28	Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation.	TO BE PROVIDED IN S184 CERTIFICATE UPON EXCHANGE



FOLIO: 37/SP79951

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/2/2023	5:29 PM	3	8/9/2018

LAND

----

LOT 37 IN STRATA PLAN 79951  
AT ROSEBERY  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

-----

TAMILSELVAM S/O KALIANNAN  
THANALAXSHMI D/O SELLAKUMARAN  
AS JOINT TENANTS (TP AE488446)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79951  
2 AE488447 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP79951

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/2/2023	5:29 PM	11	25/11/2016

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79951  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROSEBERY  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP79951

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 79951

ADDRESS FOR SERVICE OF DOCUMENTS:

STRATAWIDE MANAGEMENT P/L  
PO BOX 306  
PYRMONT 2009

SECOND SCHEDULE (9 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 SP79951 POSITIVE COVENANT
- 4 AF199978 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3  
METRE(S) WIDE AFFECTING THE SITE DESIGNATED (E) IN  
PLAN WITH AF199978
- 5 AF938269 CHANGE OF BY-LAWS
- 6 AG711447 CHANGE OF BY-LAWS
- 7 AH84253 CHANGE OF BY-LAWS
- 8 AJ320908 CHANGE OF BY-LAWS
- 9 AK950401 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9994)

-----

STRATA PLAN 79951

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 409		2 - 3		3 - 409		4 - 245	
5 - 210		6 - 213		7 - 206		8 - 156	
9 - 191		10 - 191		11 - 191		12 - 179	
13 - 191		14 - 191		15 - 191		16 - 191	
17 - 191		18 - 191		19 - 143		20 - 143	
21 - 172		22 - 143		23 - 143		24 - 186	

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP79951

PAGE 2

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9994) (CONTINUED)

## STRATA PLAN 79951

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 163	26	- 147	27	- 147	28	- 147
29	- 188	30	- 200	31	- 200	32	- 200
33	- 200	34	- 200	35	- 200	36	- 152
37	- 152	38	- 152	39	- 152	40	- 152
41	- 194	42	- 258	43	- 259	44	- 259
45	- 259	46	- 259	47	- 284	48	- 154
49	- 154	50	- 154	51	- 284	52	- 3
53	- 3	54	- NOW CP	55	- 11	56	- 1
57	- 1	58	- 2	59	- NOW CP	60	- NOW CP
61	- NOW CP	62	- 1	63	- 1	64	- 1
65	- 1	66	- 1	67	- 1	68	- 1
69	- 1	70	- 1	71	- 1	72	- 1
73	- 1	74	- 1	75	- 1	76	- 1
77	- 1	78	- 1	79	- 1	80	- 1
81	- 1	82	- 1	83	- 1	84	- 1
85	- 1						

## NOTATIONS

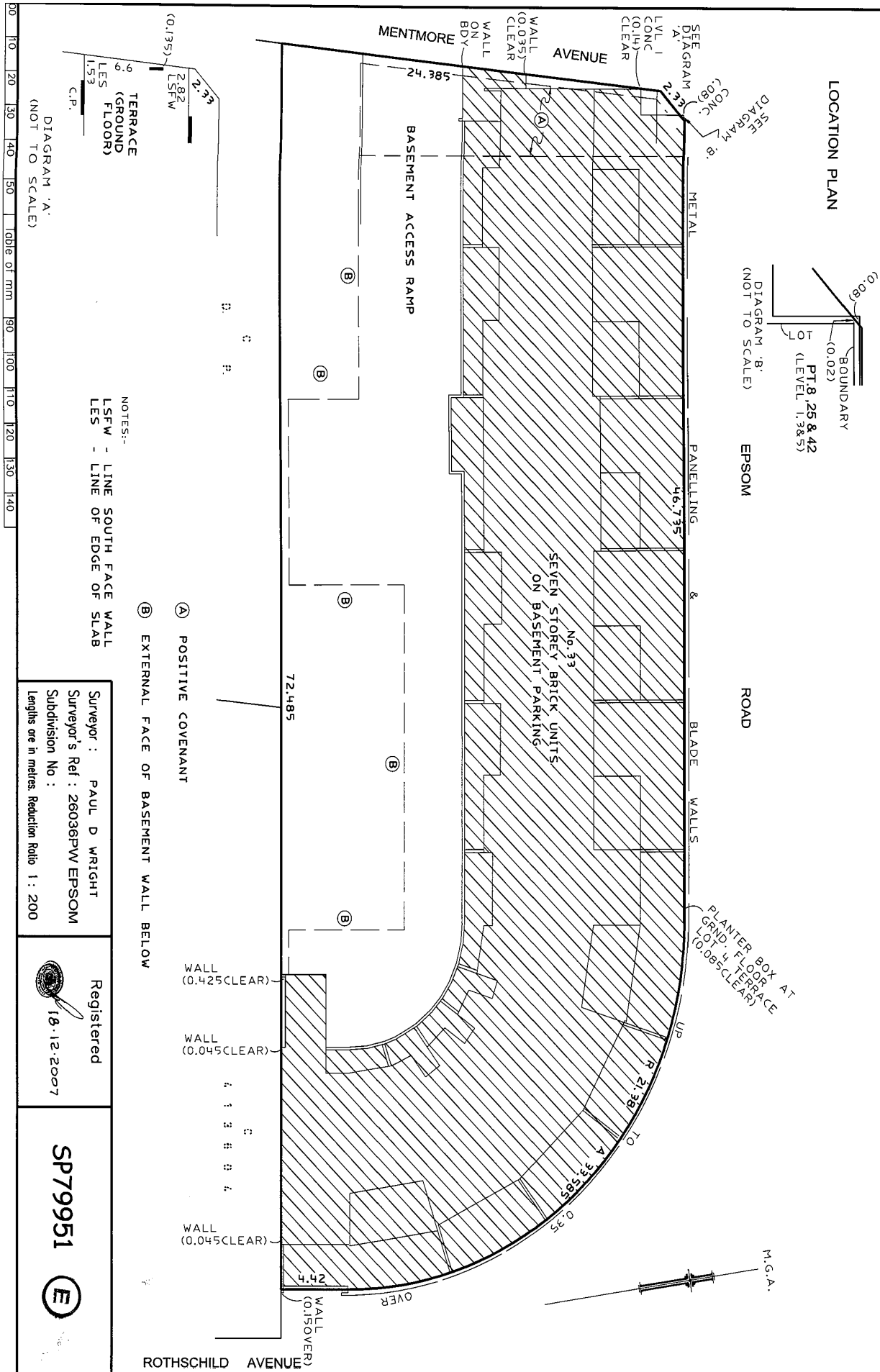
UNREGISTERED DEALINGS: NIL

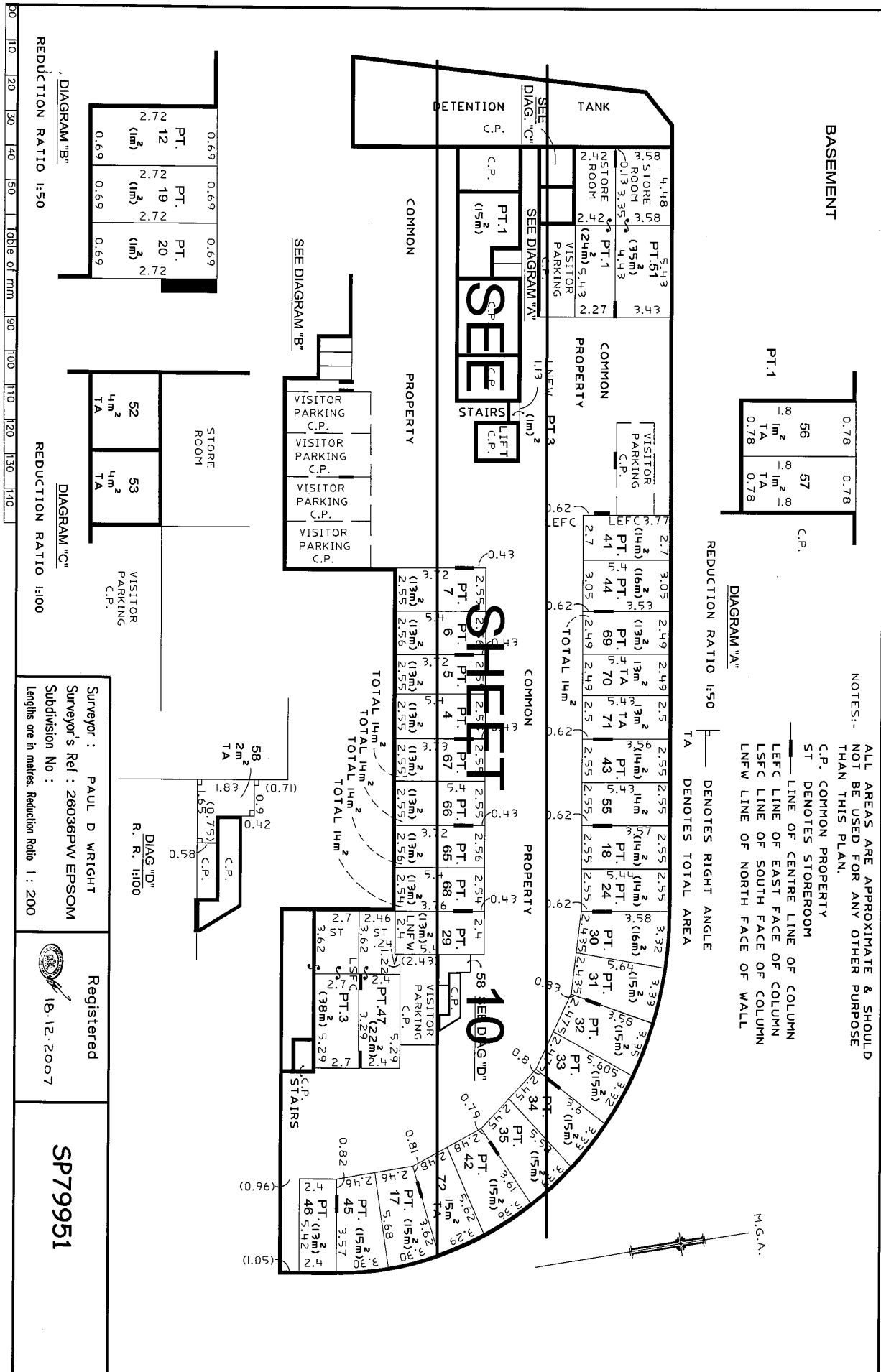
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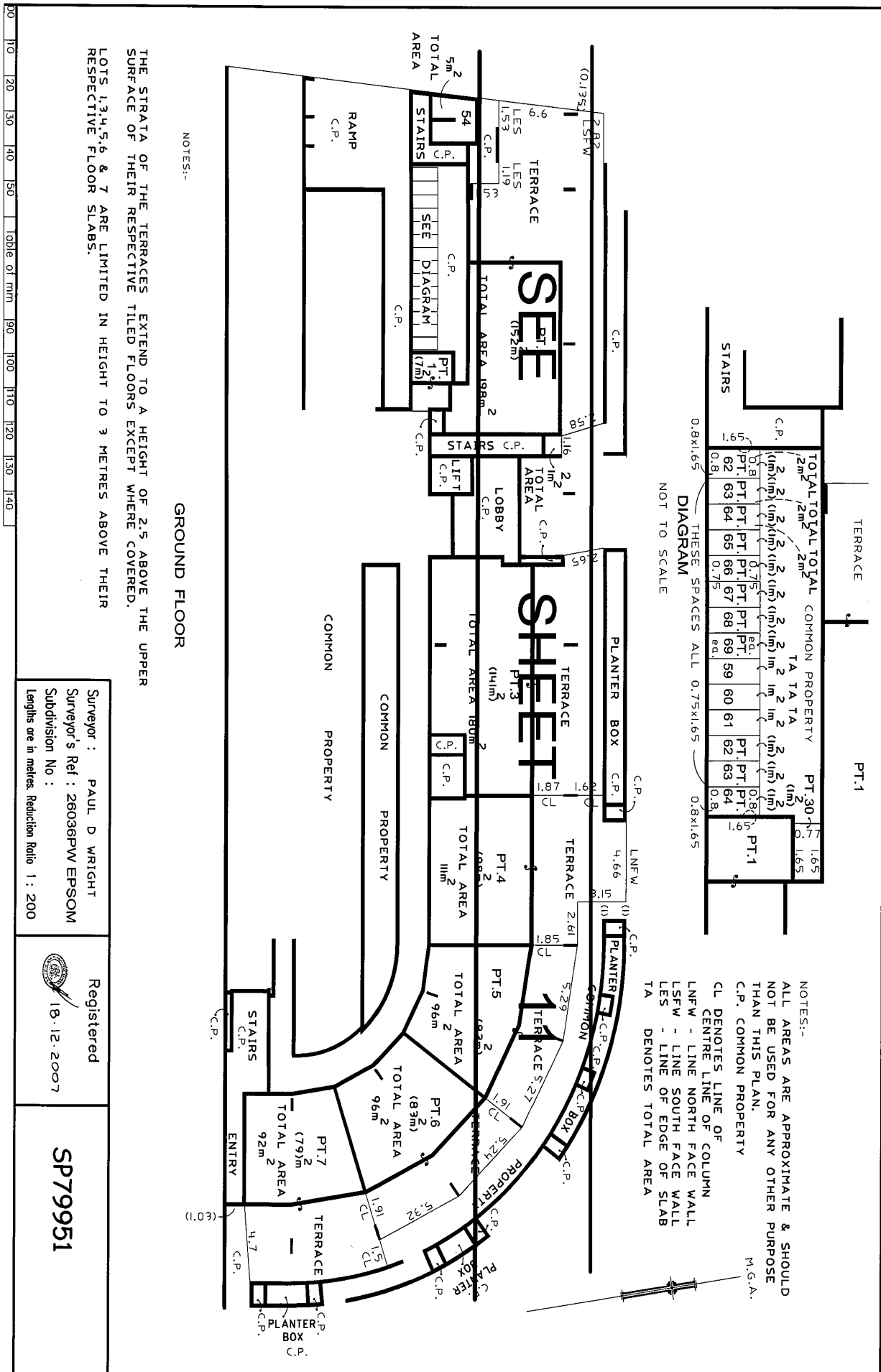
230504

PRINTED ON 17/2/2023

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







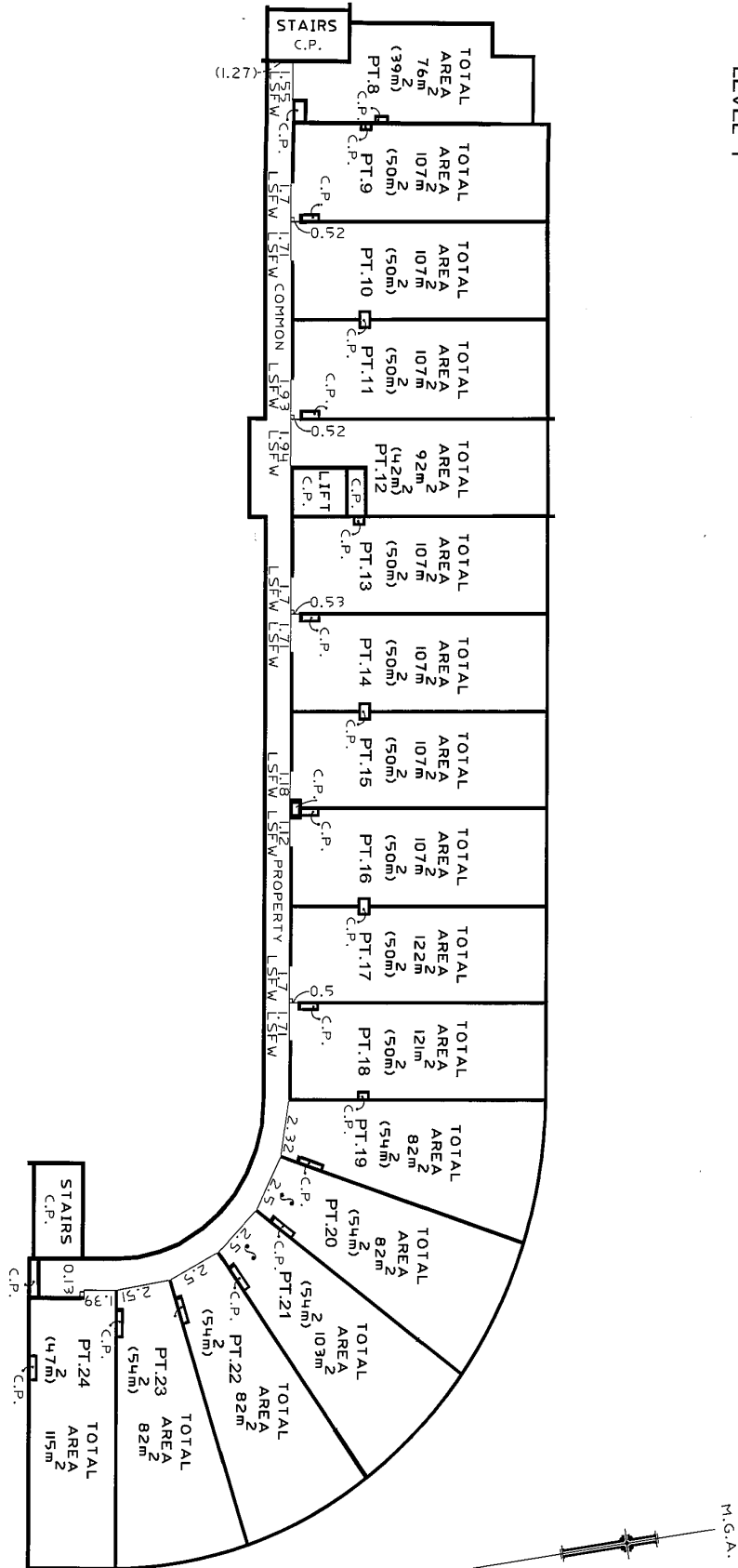


STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 11 sheets

LEVEL 1



NOTES:-

ALL AREAS ARE APPROXIMATE & SHOULD NOT BE USED FOR ANY OTHER PURPOSE THAN THIS PLAN.

LSFW - LINE SOUTH FACE WALL

C.P. COMMON PROPERTY

RIGHT ANGLE

Surveyor : PAUL D WRIGHT  
 Surveyor's Ref : 26036PW EPSOM  
 Subdivision No :  
 Lengths are in metres. Reduction Ratio 1 : 200

Registered  
 18.12.2007

SP79951

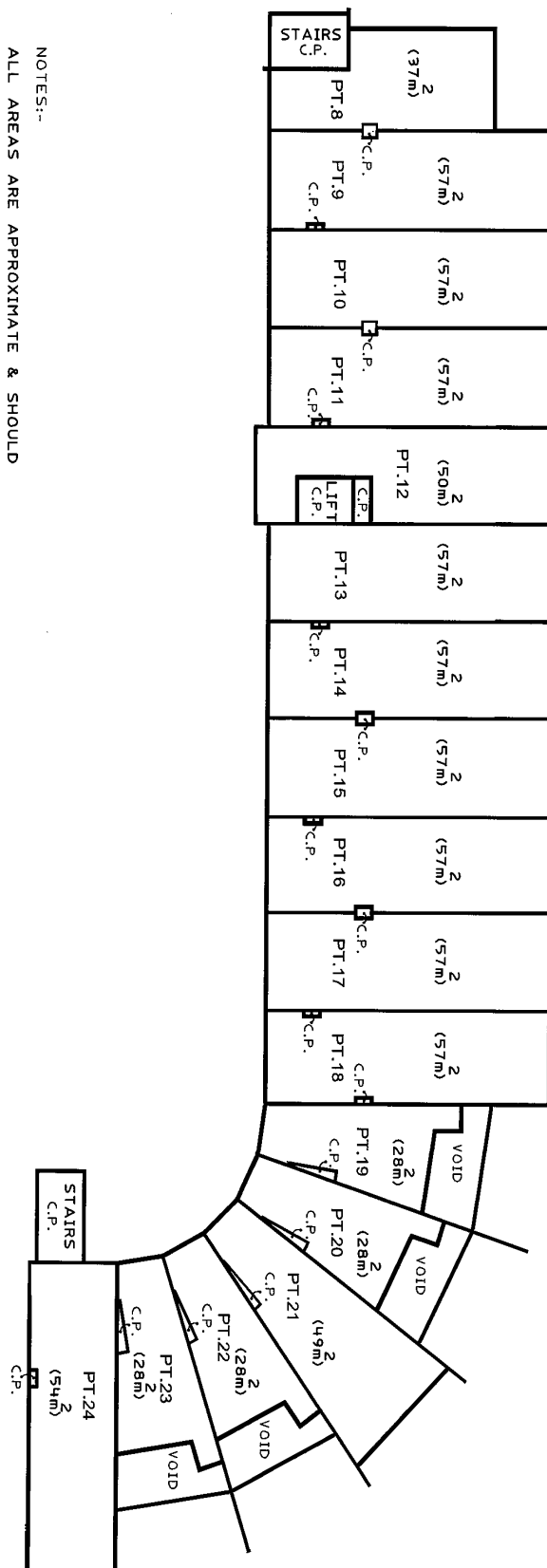
STRAIA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 5 of 11 sheets

# LEVEL 2

NOTES:-  
 ALL AREAS ARE APPROXIMATE & SHOULD  
 NOT BE USED FOR ANY OTHER PURPOSE  
 THAN THIS PLAN.  
 C.P. COMMON PROPERTY



Surveyor : PAUL D WRIGHT  
 Surveyor's Ref : 26036PW EPSOM  
 Subdivision No :  
 Lengths are in metres. Reduction Ratio 1 : 200

Registered  
 18.12.2007

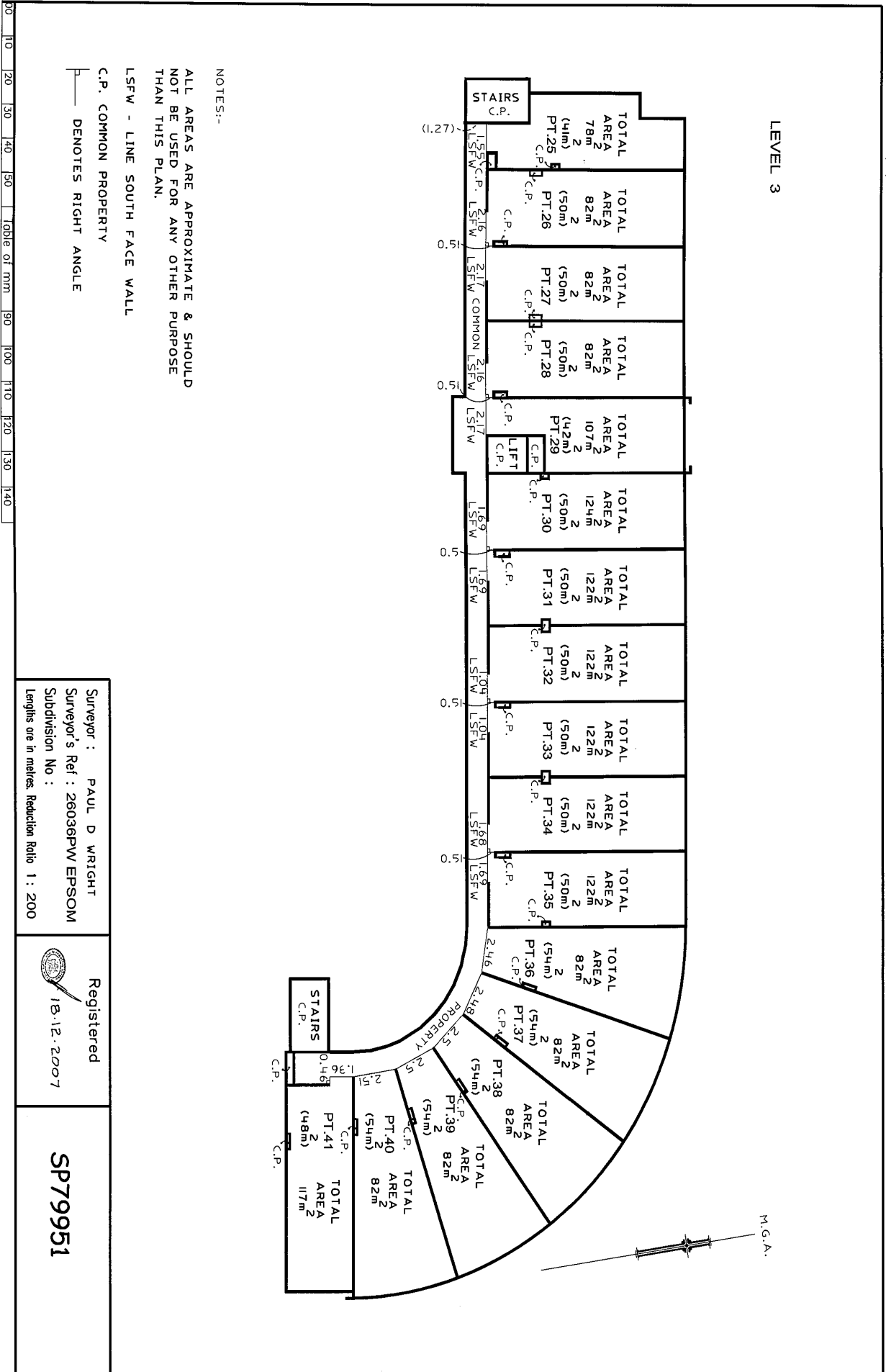
SP79951

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

SITATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 6 of 11 sheets

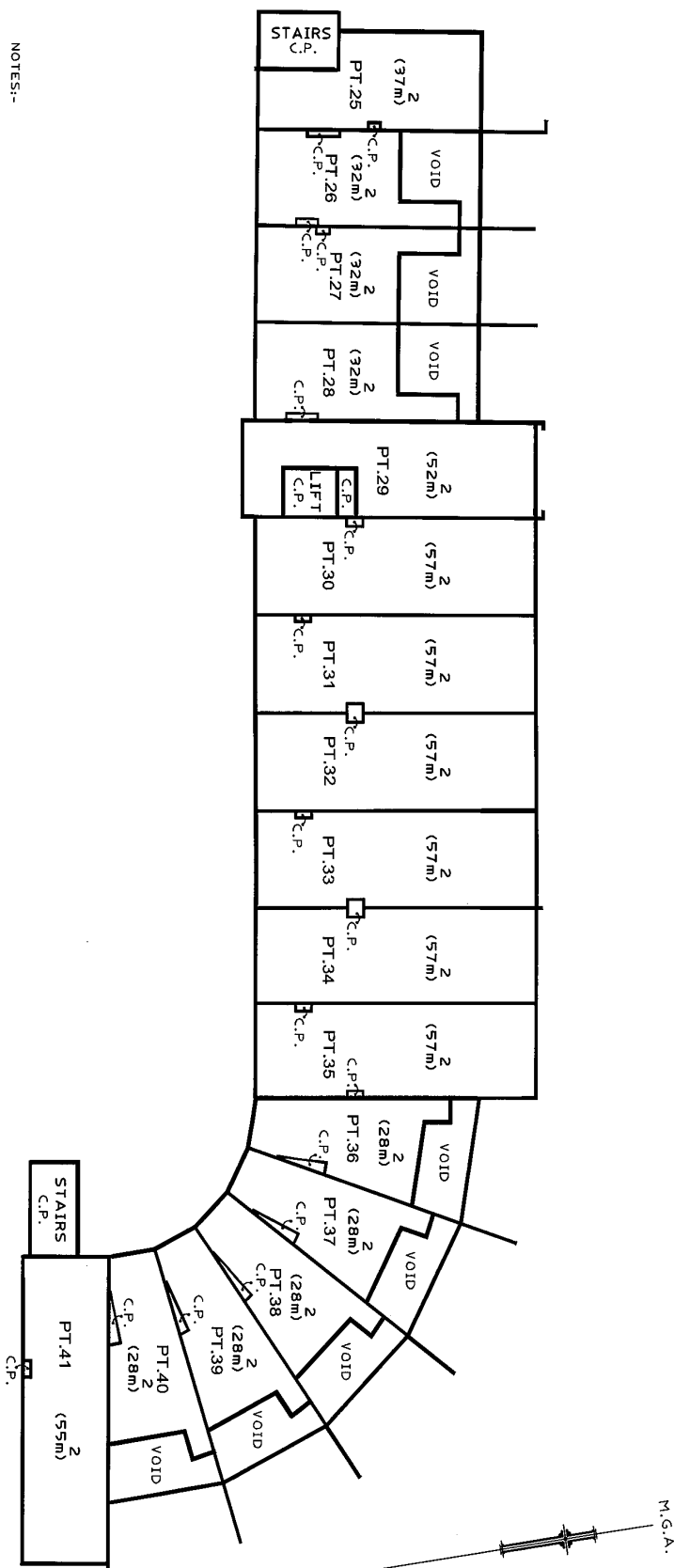


STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 7 of 11 sheets

LEVEL 4



NOTES:-  
 ALL AREAS ARE APPROXIMATE & SHOULD  
 NOT BE USED FOR ANY OTHER PURPOSE  
 THAN THIS PLAN.  
 C.P. COMMON PROPERTY

Surveyor: PAUL D WRIGHT  
 Surveyor's Ref: 26036PW EPSOM  
 Subdivision No: 18-12-2007  
 Lengths are in metres. Reduction Ratio 1 : 200

Registered  
 18-12-2007

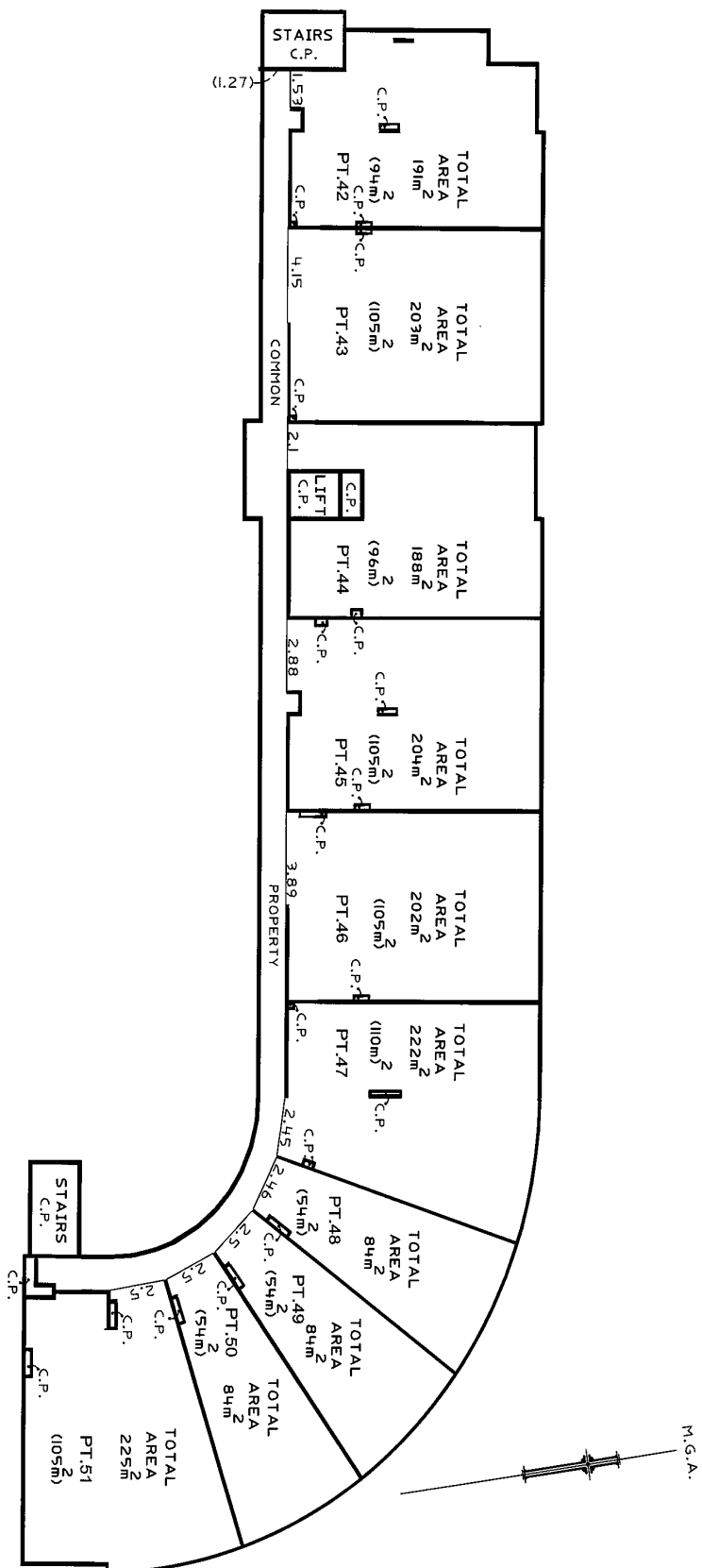
SP79951

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 8 of 11 sheets

LEVEL 5



NOTES:-

ALL AREAS ARE APPROXIMATE & SHOULD NOT BE USED FOR ANY OTHER PURPOSE THAN THIS PLAN.

C.P. COMMON PROPERTY

Surveyor : PAUL D WRIGHT  
 Surveyor's Ref : 26036PW EPSOM  
 Subdivision No :  
 Lengths are in metres. Reduction Ratio 1 : 200

Registered  
 18.12.2007

SP79951

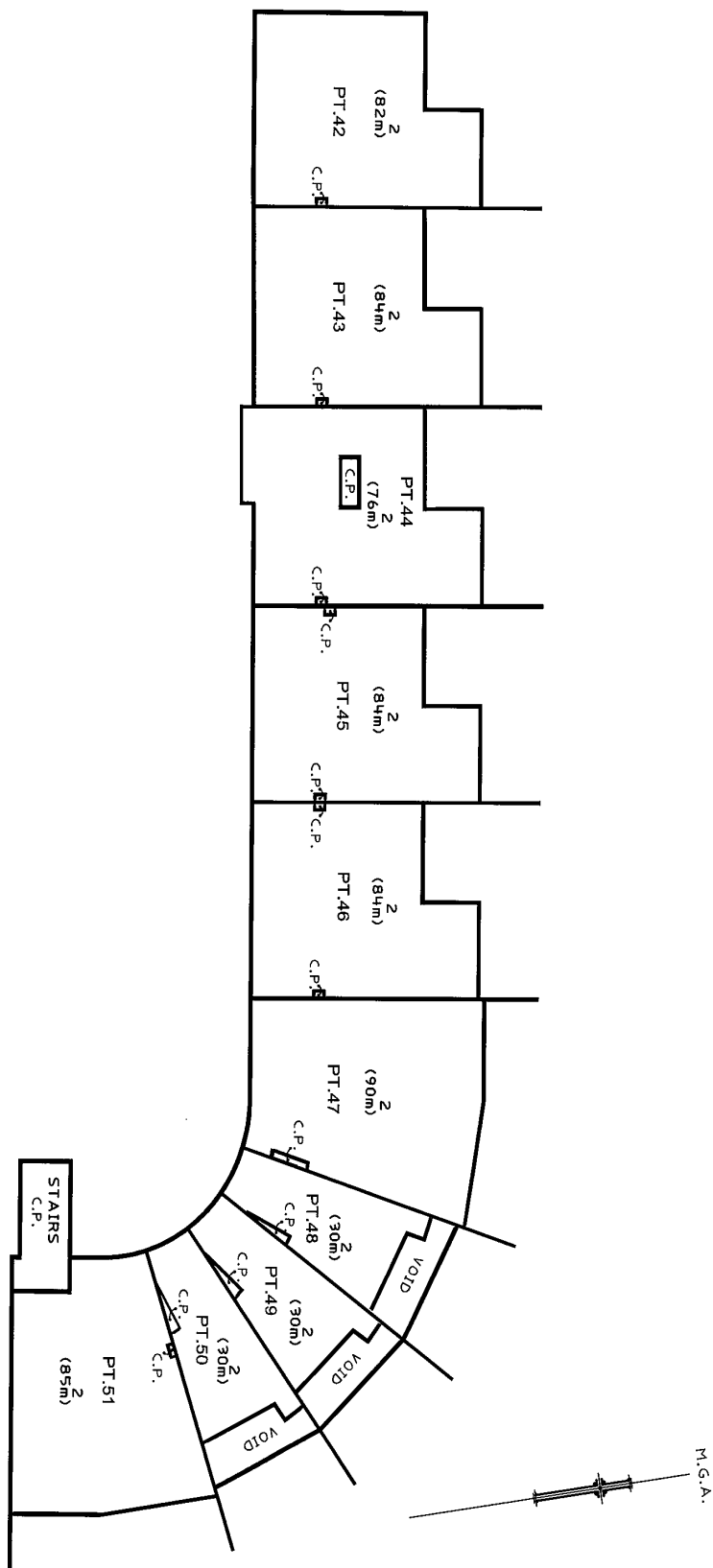
10 20 30 40 50 60 70 80 90 100 110 120 130 140

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 9 of 11 sheets

LEVEL 6



NOTES:-

ALL AREAS ARE APPROXIMATE & SHOULD NOT BE USED FOR ANY OTHER PURPOSE THAN THIS PLAN.

C.P. COMMON PROPERTY

Surveyor : PAUL D WRIGHT  
 Surveyor's Ref : 26036PW EPSOM  
 Subdivision No :  
 Lengths are in metres. Reduction Ratio 1 : 200

Registered  
 18.12.2007

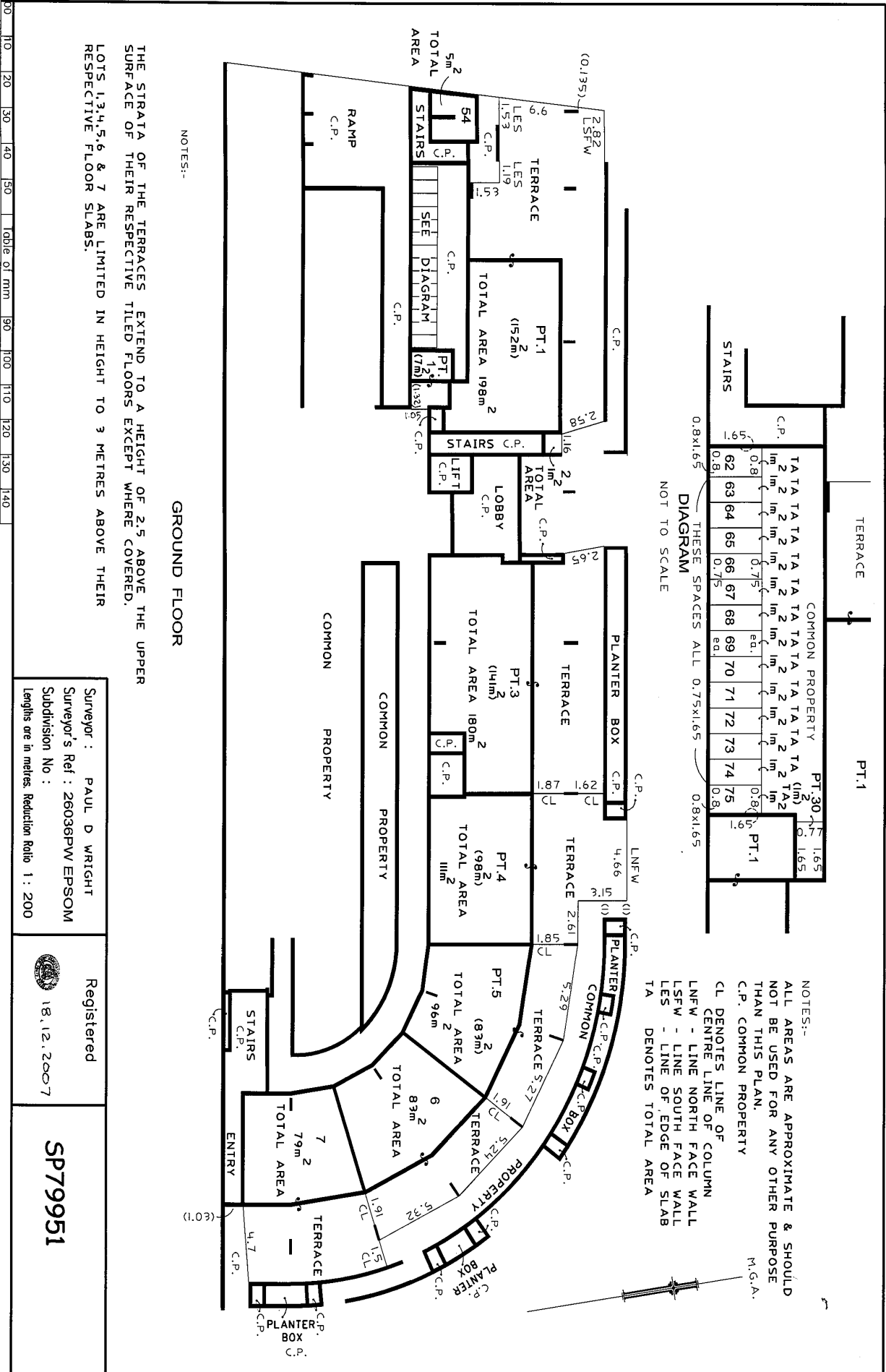
SP79951



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION


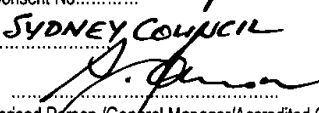
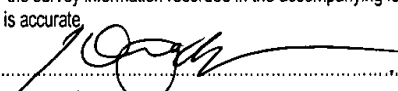
Sheet 211 of 211 sheets





# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No</b>  <b>No. 33 EPSOM ROAD, ROSEBERY 2018</b></p>	<p style="text-align: center; font-size: 2em;"><b>SP79951</b></p> <p>Registered:  18.12.2007</p> <p>Purpose: STRATA PLAN</p> <p><b>PLAN OF SUBDIVISION OF</b>  <b>LOT 10 D.P. 1118272</b></p>
<p>*Keeping of animals: Option B 4241        *Schedule of By-laws in 34 sheets filed with plan        * strike out whichever is inapplicable 44</p>	
<p style="text-align: center;">Strata Certificate</p> <p><del>Name of Council</del> * Accredited Certifier <b>SG JOHNSON</b>        being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:</p> <p>* strata plan / * strata plan of subdivision        illustrated in the annexure to this certificate.</p> <p>* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p><del>The strata plan/strata plan of subdivision is part of a development scheme. The * council * accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del></p> <p>* The Council does not object to the encroachment of the building beyond the alignment of        EPSOM RD, MENTMORE AVE, ROTHSCHILD AVE</p> <p>* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.</p> <p>* This approval is given on the condition that the use of lot (s)        52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84&amp;85 (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <b>15 OCTOBER, 2007</b></p> <p>Subdivision No. <b>11479</b></p> <p>Accreditation No. <b>BPB 0530</b></p> <p>Relevant Development Consent No. <b>DA 246/2003</b></p> <p>Issued by <b>SOUTH SYDNEY COUNCIL</b></p> <p style="text-align: center;">        Authorised Person / General Manager / Accredited Certifier</p> <p>* Complete or delete if applicable.</p>	<p style="text-align: center;">Surveyor's Certificate</p> <p>I, PAUL DAVID WRIGHT        Of Harrison Friedmann &amp; Associates Pty Ltd PO Box 99 Jannali NSW 2226        a surveyor registered under the Surveying Act, 2002, hereby certify that:</p> <p>(1) each applicable requirement of        *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973        *Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986        has been met;</p> <p>(2) * (a) the building encroaches on a public place;        * (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:        * has been created by registered +        * is to be created under section 88B of the Conveyancing Act 1919</p> <p>(3) * the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:         Date: <b>19.09.2007</b></p> <p>* Delete if inapplicable        + State whether dealing or plan, and quote registered number.</p> <p><b>SURVEYOR'S REFERENCE: 26036PW CHECKLIST</b></p> <p style="text-align: center;">Use STRATA PLAN FORM 3A for additional certificates,        signatures and seals</p>

\* OFFICE USE ONLY

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 3 Sheet(s)
<b>PLAN OF SUBDIVISION OF LOT 10 D.P. 1118272</b>	<div style="text-align: center; font-size: 24pt; font-weight: bold;">SP79951</div> <div style="text-align: right; padding-top: 10px;">Registered:  18.12.2007</div>	
Strata Certificate Details: Subdivision No: <b>11479</b> Date: <b>15 OCTOBER, 2007</b>		
<b>SCHEDULE OF UNIT ENTITLEMENT</b> <small>(if insufficient space use additional annexure sheet)</small>  <b>SEE SHEET 3</b>   <div style="margin-top: 40px;"><p>Signed at Sydney the 16<sup>th</sup> day of November 2007 for Investec Bank (Australia) Limited ACN 071 292 594 by its duly appointed Attorney under Power of Attorney Book 4530 No. 223 dated 24/10/07</p><div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="text-align: center;"> ..... Witness <b>Jodie Kehane</b></div><div style="text-align: center;"> ..... Attorney <b>David Cooper</b></div><div style="text-align: center;"> ..... Attorney <b>Anthony Rubin</b></div></div></div>		
<p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants <small>(if insufficient space use additional annexure sheet)</small></p> <p><b>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SEC. 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE :-</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p><b>1. POSITIVE COVENANT</b></p><p>EXECUTED BY GHD (NSW) PTY LIMITED ACN 106 530 232 IN ACCORDANCE WITH S127 CORPORATIONS ACT 2001</p><div style="text-align: center; margin-top: 10px;"> <b>HARRY GIED</b> SOLE DIRECTOR/SECRETARY</div></div><div style="width: 45%;"><p>EXECUTED BY GMD (NSW) PTY LIMITED ACN 106 530 241 IN ACCORDANCE WITH S127 CORPORATIONS ACT 2001</p><div style="text-align: center; margin-top: 10px;"> <b>BING YUWANA</b> SOLE DIRECTOR/SECRETARY</div></div></div> <p style="text-align: center; margin-top: 20px;"><b># SEE ABOVE</b></p>		
SURVEYOR'S REFERENCE: 26036PW		

\* OFFICE USE ONLY

# STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 10 D.P. 1118272

SP79951

Registered:



18.12.2007

Strata Certificate Details: Subdivision No:

11479

Date:

15/10/2007

## SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	409	30	200	59	1
2	3	31	200	60	1
3	409	32	200	61	1
4	245	33	200	62	1
5	210	34	200	63	1
6	213	35	200	64	1
7	206	36	152	65	1
8	156	37	152	66	1
9	191	38	152	67	1
10	191	39	152	68	1
11	191	40	152	69	1
12	179	41	194	70	1
13	191	42	258	71	1
14	191	43	259	72	1
15	191	44	259	73	1
16	191	45	259	74	1
17	191	46	259	75	1
18	191	47	284	76	1
19	143	48	154	77	1
20	143	49	154	78	1
21	172	50	154	79	1
22	143	51	284	80	1
23	143	52	3	81	1
24	186	53	3	82	1
25	163	54	3	83	1
26	147	55	1	84	1
27	147	56	1	85	1
28	147	57	1	AGG.	10,000
29	188	58	2		

SURVEYOR'S REFERENCE: 26036PW

\* OFFICE USE ONLY

**Instrument setting out terms of Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act, 1919 and Section 7(3) of the Strata Schemes (Freehold Development) Act, 1973.**

**Plan:**

**SP79951**

(Sheet 1 of 4 sheets)

Plan of Subdivision of Lot 10 DP1118272  
covered by Strata Certificate No. **11479**  
Dated **15/10/2007**

**Full name and address  
of the owner of the land:**

GHD Pty Ltd & ACN 106530232  
GMD Pty Ltd ACN 106530241  
C/- 12 Yarpole Avenue  
West Pennant Hills NSW 2125

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Positive Covenant	Common Property	Council of the City of Sydney

**Part 2 (Terms)**

**1. Dictionary**

Words in bold are defined terms and, where used in this instrument, have the following meanings:

**Council** means the Council of the City of Sydney

**Registered Proprietor** means the Owners Corporation of Strata Plan (#)

**Private Connection** means "The 375mm PVC pipe within the public footway of Epsom Road discharging stormwater into Council's gully pit."

**2. Terms of Positive Covenant numbered 1 in the Plan**

**2.1 Positive Covenant**

The Owner Corporation covenants with the Council that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the Common Property Burdened through a private connection (the **private connection**) beneath the public footway to the gully pit and/or Council's drainage system, the Owners Corporation will at all times:

Authorised Person/~~General Manager~~

*afw.*  
Steve Johnson  
Accredited Strata Certifier

Plan:

(Sheet 2 of 4 sheets)

Plan of Subdivision of Lot 10 DP1118272  
covered by Strata Certificate No. 11479  
Dated 15/10/2007

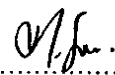
SP79951

**Part 2 (Cont'd)**

- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever (**unauthorized discharge**) including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the Common Property Burdened is detected, such disconnection and making good to be at the sole expense of the Owners Corporation;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (f) release and hold harmless Council from and against all damaged claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land as a result of:
  - (A) any blockage of or surcharge or backflow from Council's drainage system;
  - (B) the connection to Council's drainage system;
  - (C) the construction of the private connection beneath the footway or its presence in the public way;
  - (D) the abandonment or relocation of the gully pit;
  - (E) any costs and expenses of disconnection under paragraph (c);

and the Owners Corporation Proprietor indemnifies Council against all such claims and demands;

Authorised Person/~~General Manager~~

  
.....  
Steve Johnson  
Accredited Strata Certifier

Plan:

(Sheet 3 of 4 sheets)

Plan of Subdivision of Lot 10 DP 118272  
covered by Strata Certificate No. 11479

Dated 15/10/2007

SP79951

Part 2 (Cont'd)

- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

Name of authority empowered to release, vary or modify positive covenant numbered 1 in the plan.

Council of the City of Sydney

Signed by G.M.D. Pty Ltd

Signature of authorised person

Signature of authorised person

SOLE DIRECTOR & SECRETARY

Office held (Director or Secretary)

Office held (Director or Secretary)

BING YUWANA  
Name of Authorised person  
(Please Print)

Name of Authorised person  
(Please Print)

Authorised Person/~~General Manager~~

Steve Johnson  
Accredited Strata Certifier

Plan:

(Sheet 4 of 4 sheets)

Plan of Subdivision of Lot 10 DP 1118272  
covered by Strata Certificate No. 11479

Dated 15/10/2007

SP79951

Part 2 (Cont'd)

Signed by G.H.D. Pty Ltd

.....  
Signature of authorised person

.....  
Office held (Director or Secretary) *SOLE DIRECTOR & SECRETARY*

.....  
Name of Authorised person  
(Please Print) *HARRY OESER*

.....  
Signature of authorised person

.....  
Office held (Director or Secretary)

.....  
Name of Authorised person  
(Please Print)

Signed at Sydney the 16<sup>th</sup> day of November  
2007 for Investec Bank (Australia) Limited  
ACN 071 292 594 by its duly appointed  
Attorney under Power of Attorney  
Book 4530 No. 223 dated 24/10/07

.....  
Witness  
Jodie Kehane

.....  
Attorney  
David Cooper  
.....  
Attorney  
Anthony Kusan

REGISTERED



18.12.2007

Authorised Person/General Manager

*Steve Johnson*  
Steve Johnson  
Accredited Strata Certifier

**SP79951**

**“APPROVED FORM 27” By-Laws**

**Instrument setting out the terms of by-Laws to be  
created upon registration of the strata plan**



SP79951

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**CONTENTS**

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## 1 Definitions and Interpretations for by-laws

### Definitions

In these By-laws, unless the context otherwise requires or permits:

- (a) **Act** means *the Strata Schemes Management Act, 1996*.
- (b) **Air-Conditioning Equipment** means the air-conditioning equipment that is contained in a Lot or the common property and includes the compressor, pipes, wiring, cabling and ducting that leads to the Lot.
- (c) **Animal** means any companion animal excluding the following:
  - i. large dog breeds such as German Shepherds, Afghans, Dobermans and the like.
  - ii. any dangerous dog, nuisance dog, nuisance cat or restricted dog as defined by the Companion Animals Act 1998; and
  - iii. any other animal not approved by the Owners Corporation pursuant to by-law 18 of these by-laws.
- (d) **Authority** means any government, semi means government, statutory, public or other authority having any jurisdiction over the Lot including the City of Sydney Council.
- (e) **Bond** means cash in the sum of \$200.00 inclusive of GST (or some other amount determined by the Owners Corporation from time to time) made payable to the Owners Corporation.
- (f) **Building** means the building or complex located at 33 Epsom Road, Rosebery NSW, 2018.
- (g) **Exclusive Use Area** means the common property areas designated as cycle spaces bounded by the dimensions ranging between 0.8 to 1.1 metres (width) x 1.8 metres (length) and the upper surface of the concrete floor and the under surface of the ceiling on the same level on which the common property areas are located and marked A, B, C, D, E, F, G, H, I, and J shown on the PLAN marked **Annexure "B"** and allocated to the respective lots owned by the respective Exclusive Use Owners as shown in the schedule below:

Lot Number	Cycle Space
38	Area "A"
37	Area "B"

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/ 36	Area "C"
/ 23	Area "D"
/ 22	Area "E"
/ 39	Area "F"
/ 40	Area "G"
/ 49	Area "H"
/ 50	Area "I"
/ 21	Area "J"

- (h) **Exclusive Use Owners** means the respective owners of lots 21, 22, 23, 36, 37, 38, 39, 40, 49, and 50 on the Strata Plan.
- (i) **Fire Doors** means the designated fire doors in the Building leading to a fire exit.
- (j) **Fire, Safety or Security Device** means locks, peep-holes, pneumatic or other door-closers, hinges and any other security devices installed in the unit entry doors, garage doors and letter boxes.
- (k) **Fire Safety Requirements** means all the fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or any relevant Authority.
- (l) **Goods** means any furniture or large object brought onto the common property in conjunction with the taking up of or moving out of a Lot (inclusive of crates, boxes and the like which contain any furniture, equipment or supplies) or any article likely to cause damage or obstruction to the common property.
- (m) **Goods Bond** means the refundable bond in the amount of \$500.00 and governed by the provisions of By-Law 19.
- (n) **Grease trap** means the grease trap allocated to Retail Lots 1 and 3 and shown on the Strata Plan as areas "A" and "B" respectively.
- (o) **Insurance** means:
  - i. contractors all risk insurance (including but not limited to public liability insurance) in the sum of \$10,000,000;
  - ii. insurance required under the *Home Building Act, 1989* (if necessary); and
  - iii. workers compensation insurance.
- (p) **Lot** means any Lot in the Strata Plan.
- (q) **Major Works** means works that require penetration to common property floors, walls and ceilings that are not Minor Works including but not limited to work of a structural nature.
- (r) **Minor Works** means works that do not penetrate any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls,

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ceilings, floors and minor attachments to common property).

- (s) **Occupier** means the occupier, lessee, licensee, tenant or invitee of a Lot.
- (t) **Owner** means the owner of the Lot.
- (u) **Owners Corporation** means the Owners Corporation created by the registration of the Strata Plan.
- (v) **Residential Lot** means all lots in the Strata Plan excluding a Retail Lot.
- (w) **Restroom** means the common property restroom including the lavatory and all ablution facilities located on the ground floor and shown on the Strata Plan as area "C".
- (x) **Retail Lot** means lots 1, 2, 3, 4, 5, 6 and 7 in the Strata Plan.
- (y) **Strata Plan** means Strata Plan registration number: **SP79951**
- (z) **Security Desk** means the desk allocated for use by the Security Manager.
- (aa) **Security Manager** means the person nominated, from time to time by the Owners Corporation to provide security, caretaker or site manager duties.
- (bb) **Sign** means the installation of any sign (subject to By-Law 27), light, advertisement, name or notice.
- (cc) **Strata Managing Agent** means the strata managing agent appointed under the Act for the Building as appointed by the Owners Corporation from time to time.
- (dd) **Trade Goods** means any furniture or large object brought onto the common property in conjunction with the everyday operation of a Retail Lot or for the taking up or moving out of any Retail Lot or any article likely to cause damage or obstruction to the common property (inclusive of crates, boxes and the like which contain furniture, equipment or supplies).

In these by-laws, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

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## 2 Noise

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

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**3 Vehicles**

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- (1) An Owner or Occupier or any visitor under the direction of any Owner or Occupier of a Lot must not park or stand any motor or other vehicle (motor vehicle) on common property except with the prior written approval of the Owners Corporation.
- (2) The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property under by-law 3(1).

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**4 Car parking spaces**

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- (1) Except with the prior written approval of the Owners Corporation, an Owner or Occupier shall not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Motor Traffic Act (or amending legislation).
- (2) An Owner or Occupier is prohibited from enclosing their car parking spaces with any wall, wire, or any temporary or permanent structure without the prior written consent of the Owners Corporation.
- (3) In the event that an Owner or Occupier leases, sub leases, assigns or licences a car parking space, the relevant Owner or Occupier shall provide written notification to the Owners Corporation of the lease within fourteen (14) days of the commencement of the term (in the case of assignment, within fourteen (14) days of execution of the assignment) and specify:
  - (a) the name of the lessee, sublessee, assignee or licensee;
  - (b) the date of commencement or assignment of the lease, sub lease or license;
  - (c) particulars of the driver's licence of the lessee, sublessee, assignee or licensee together with the registration and insurance details of their motor or other vehicle;
  - (d) the term of the lease, sublease or license; and
  - (e) the name of any agent acting for the Owner or Occupier granting rights in respect of the lease, sublease or licence.
- (4) Any lessee, sublessee, assignee or licensee under By-Law 4(3) is deemed to be bound to the terms of these By-Laws for the duration of the lease, sublease or licence and is required to:
  - (a) clearly display at all times an authorised parking permit in the motor or other vehicle (as provided by the Security Manager); and
  - (b) surrender the security access key at the end of the term of the lease.
- (5) The Owners Corporation empowers the Executive Committee to carry out the administration of these By-Laws through its Security Manager.

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- (6) An Owner, Occupier, lessee, sublessee, assignee or licensee of a car parking space, must keep such car parking space clean and tidy at all times and ensure that any oil spills or stains are removed promptly.

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**5 Obstruction of and interference with common property or property vested in the Owners Corporation**

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**(1) Lawful use**

An Owner or Occupier must not obstruct lawful use of common property by any person.

**(2) Interference**

An Owner or Occupier must not interfere with the operation of any equipment installed on the common property, (except in case of emergency), including the lifts, fire safety equipment and automated garage doors or any personal property vested in the Owners Corporation.

**(3) Prohibitions for Retail Lots**

Owners or Occupiers of any Retail Lot shall not store or use any area at the rear of such Lot which forms part of the common property for any prohibited purpose including:

- (a) storage, stacking, or loading of goods, produce or any other article; or
- (b) smoking or consumption of alcohol (as contained in by-law 9).

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**6 Behaviour of Owners, Occupiers and invitees**

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- (1) An Owner or Occupier when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using common property.
- (2) An Owner or Occupier on any part of a Lot so as to be visible or audible from another Lot or from common property must:
  - (a) not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier or invitee of another Lot or to any person lawfully using common property; and
  - (b) be adequately clothed.

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**7 Children playing on common property in building**

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- (1) An Owner or Occupier of a Lot must not permit any child under the age of 12 over 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 any area of common property of possible danger or hazard to children (including but not limited to a laundry, car parking area, or vestibule area).

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- (2) An Owner or Occupier must ensure that any child or adult (including himself or herself) does not ride any skateboard, roller skates or roller blades or any other such item on the common property.

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## 8 Behaviour of invitees

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- (1) An Owner or Occupier 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.
- (2) An Owner or an Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with these by-laws as though they were an Owner or Occupier of the Lot. If an invitee does not comply with these by-laws the Owner or Occupier must take all reasonable steps to ensure that the invitee immediately leaves the Building.
- (3) An Owner of a Lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee comply with these by-laws.
- (4) An Owner or Occupier admitting invitees to the Building must not allow any invitee to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.

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## 9 Smoking, consumption of alcohol and cooking on common property

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- (1) The Owner or Occupier must not:
  - (a) smoke cigarettes, cigars, pipes or other substances on common property;
  - (b) consume alcohol whilst on common property; or
  - (c) use a BBQ or other cooking devices or prepare or cook any food on the common property except in the ground floor garden area which is specifically designed and allocated for such activities.

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## 10 Security of common property

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- (1) An Owner or an Occupier must not do or permit any action or any thing which may adversely affect the security or safety of the Building.
- (2) All Fire Doors and security doors must be kept locked or secure and in an operational state, except when not in immediate use.
- (3) In order to maximise security and minimise the likelihood of trespass and vandalism to the Building, all Owners and Occupiers will exercise due care and diligence when entering and leaving the Building to ensure non-residents do not gain unauthorised access to the Building.

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## 11 Roof Area

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- (1) Owners, Occupiers and their invitees are prohibited from accessing the Roof Area.;

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- (2) For the avoidance of doubt, access to the Roof Area will be restricted to authorised representatives of the Owners Corporation, its contractors, agents, and servants.

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## **12 Security keys and access to Building**

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### **(1) Security keys**

- (a) The Owners Corporation may generally and for the purposes of By-Laws 10 and 25, restrict the access of Owners, Occupiers and agents to the Building and the common property and make available a limited number of security keys as set out in this By-Law 12 or as otherwise determined by the Owners Corporation from time to time.
- (b) In providing any Security Key the Owner or Occupier is required to pay the refundable deposit as determined from time to time.

### **(2) Caution to be exercised**

An Owner must exercise a high degree of caution and responsibility in making a security key available for use by an Occupier, lessee, assignee or licensee and must take all reasonable steps (including by way of a clause in any lease or licence over a Lot) to ensure return of the security key(s) to the Owner or the Owners Corporation.

### **(3) Prohibition on duplication**

An Owner or Occupier in possession of a security key must not duplicate or permit the security key to be duplicated and must take all reasonable steps to ensure that the security key is not lost, misplaced, lent or handed to any person other than another Owner or Occupier.

### **(4) Loss or destruction of security keys**

- (a) An Owner, Occupier or agent of a Lot must promptly notify the Owners Corporation if a security key is lost or destroyed.
- (b) Any lost or stolen Security Key must be replaced at the cost of the relevant Owner or Occupier.

### **(5) Changes of tenancy of a Lot**

An Owner, Occupier or agent of a Lot must promptly notify the Owners Corporation of changes in tenancy of a Lot (as required under the Act).

### **(6) Maximum security keys allocated per residential Lot**

- |                     |        |
|---------------------|--------|
| (a) 1 Bedroom Unit: | 2 keys |
| (b) 2 Bedroom Unit: | 4 keys |
| (c) 3 Bedroom Unit  | 6 keys |

### **(7) Maximum security keys allocated per Retail Lot**



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Owners or Occupiers of Retail Lots are entitled to a maximum of two (2) keys per parking space with authorised access limited to front door and garage only.

## (8) Encoding

Security keys are encoded to enable an Owner or Occupier to access an Owners' or Occupiers' relevant floor, permitted common property and garage usage as applicable.

## (9) Occupiers

- (a) Owners must themselves or through their agent, provide written notification to the Security Manager, giving details of each Occupier and the period of lease and car parking arrangements so that Security Keys can be allocated.
- (b) Access keys will be issued to the maximum number subject to fulfilling identification requirements and payment of refundable security deposit.
- (c) Keys will be issued with an expiry date to coincide with the expiration of the term of the lease, which can be extended on production of evidence of any extension of term and notification to the Security Manager (if applicable).
- (d) Only two (2) keys per car parking space will be issued to an Occupier upon production of evidence of its motor or other vehicle registration number.
- (e) Keys are not to be transferred or lent to other parties. Any change in tenants or vehicles in the Building must be advised to the Security Manager. On notification of change in tenancy, all previous cards will be deactivated.

## (10) Car parking space lessees

Permitted car parking space lessees are entitled to two (2) security keys per parking space with authorised access limited to the front and garage doors only (plus lift access to ground level of the Building, if applicable).

## (11) Fees and Charges

- (a) A refundable deposit and charges apply for the issue and replacement of Security Keys.
- (b) The Owners Corporation empowers the executive committee to impose and review fees, charges and deposits from time to time. Amounts once determined will be displayed at the Security Desk and notice Boards.

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## 13 Garbage, discarded furniture & goods, building debris, recycling

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- (1) An Owner or Occupier or their contractor, tradesman or agent must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

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- (2) Garbage from a Lot must be disposed of by depositing garbage in garbage or recycling bins (as the case may require) in the garbage room, and an Owner or Occupier must ensure that:
  - (a) if they are a residential Lot Owner dispose of garbage in the garbage room allocated for residential garbage disposal only;
  - (b) if they are a Retail Lot Owner dispose of garbage in the garbage room allocated for commercial or retail garbage disposal only;
  - (c) recyclable material or waste is placed in the appropriate receptacles and, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - (b) anything which the Owner or Occupier may have spilled in the area of the receptacles, is promptly removed and must take such action as may be necessary to clean the area within or upon which that thing was spilled.
- (3) An Owner or Occupier must:
  - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material;
  - (b) notify the local council and the Owners Corporation of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste; and
  - (c) not (if the Lot is used for commercial or retail purposes) deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) Owners or Occupiers of Retail Lots must comply with the relevant Authority regulations when disposing of any trade waste or garbage.
- (5) The Owners Corporation empowers the executive committee to negotiate alternative arrangements with Owners of Retail Lots for the disposal of waste, subject to Authority guidelines.
- (6) The Owners Corporation empowers the executive committee to apply fees or charges on Owners of Retail Lots if no other arrangement is made by Owners of the Retail Lots to collect garage and waste from the respective Retail Lot.
- (7) An Owner or Occupier must advise in advance, the Security Desk of any bulky goods to be discarded and must comply with any instructions from the Security Manager for correct disposal of goods.
- (8) (a) Any Owner, contractor, tradesman or any party carrying out any building or renovation work in the Building is fully responsible for the disposal of residual or discarded material in connection therewith and is prohibited from using the residential garbage area for disposal of such building waste.

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- (b) Arrangements must be made with the Security Manager for proper disposal of any building renovation or maintenance and repair work.
- (c) The Owners Corporation has the right to charge an Owner for any costs to the Owners Corporation for proper disposal and the Owner is liable to reimburse the Owners Corporation for any fees, charges or fines incurred by the Owners Corporation in connection with proper disposal of building waste in connection with its renovation or building work (as contained in section 63 of the Act).
- (9) The Owners Corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the council's requirements.
- (10) This By-Law does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

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## 14 Drying of laundry items

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An Owner or Occupier must not hang any washing, towel, bedding, clothing or other article of a similar nature on any part of the parcel within the boundary of its Lot or any façade of the Building including the edge of a balcony in such a way as to be visible from outside the Building other than on any lines provided by the Owners Corporation for that purpose and there only for a reasonable period.

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## 15 Windows, doors, balcony

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- (1) An Owner or Occupier is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is common property.
- (2) The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier safely or at all.
- (3) An Owner or Occupier must not apply reflective or tinted film on the windows, doors or balcony glass of a Lot.
- (4) An Owner or Occupier must not install blinds, curtains or louvres behind any double glazed windows of their respective Lot except in accordance with by-law 54 of these by-laws.
- (5) An Owner or Occupier shall not eject or throw anything from the balcony of a Lot.
- (6) For the avoidance of doubt, all louvered and sliding windows contained in the balcony areas of the residential Lots are common property.

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## 16 Storage of flammable liquids and other substances and materials

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- (1) An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable substance.

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- (2) This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used in connection with the permitted use of the Lot, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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## 17 Notification of defects and inspection reports

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- (1) An Owner or an Occupier must promptly notify the Security Manager or strata managing agent of any damage to or defect in a Lot, the common property or any personal property vested in the Owners Corporation.
- (2) The Owners Corporation or its delegate has the right, after notifying the Owner or Occupier, to enter and inspect any Lot in the case of suspected damage in that Lot causing damage to common property or another Lot in the Building pursuant to section 65 of the Act.
- (3) The Owners Corporation may inspect any Lot at the termination of a tenancy or at the commencement of a new tenancy to inspect the condition of the common property or for any other issue related to these By-Laws subject to section 65 of the Act.

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## 18 Keeping of animals

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- (1) Subject to section 49(4) of the Act, an Owner or Occupier of a Retail Lot must not keep any Animal on a Retail Lot (except fish kept in a secure aquarium).
- (2) Subject to section 49 (4) of the Act, an Owner or Occupier of a Residential Lot must not, without the prior written approval of the Owners Corporation, keep any Animal on the Residential Lot or allow any Animal to be on the common property.
- (3) The Owners Corporation must not unreasonably withhold its approval of the keeping of an Animal on a Residential Lot or allowing an Animal to be on the common property.
- (4) If an Owner or Occupier of a Residential Lot keeps any Animal permitted under this by-law on a Residential Lot then the Owner or Occupier must:
  - (a) keep the Animal within the Residential Lot; and
  - (b) carry, leash or cage the Animal when it is on the common property to ensure it is properly controlled;
  - (c) take all action as may be necessary to ensure that no noise is created by the Animal which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or any person lawfully using the common property;
  - (d) take all action as may be necessary to clean all areas of the Residential Lot or the common property that are soiled by the Animal; and
  - (e) comply with any other conditions imposed by the Owners Corporation relating to the Animal.

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- (5) If a Residential Lot Owner or Occupier does not comply with any obligation under this by-law, then the Owners Corporation may in its absolute discretion revoke any consent given under this by-law.

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**19 Transport or moving of Goods, Trade Goods and furniture**

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- (1) An Owner or Occupier shall not transport any Goods through the common property without the approval of the Owners Corporation (or executive committee) under this By-Law.
- (2) An Owner or Occupier of a Retail Lot shall not transport Trade Goods in the lift.
- (3) An Owner or Occupier must:
- (a) apply to the Owners Corporation (or executive committee) at least (twenty four) 24 hours before any Goods are to be transported through the common property except general produce for domestic use or use in the Retail Lots;
  - (b) ensure that the transportation of the Goods is supervised by the Owner, Occupier or some other person advised to the Owners Corporation;
  - (c) ensure that any tradesperson, delivery company, removalist, representative or other person transporting or moving the Goods comply with the terms of this By-Law;
  - (d) pay the Goods Bond to the Owners Corporation. The Goods Bond will be refunded to the Owner or Occupier with 48 hours, subject to the provisions of By-Law 19(3)(e) below and the satisfaction of the Owners Corporation upon inspection and acting reasonably, that no damage has been occasioned to the building or the common property;
  - (e) reimburse the Owners Corporation for any of its costs relating to the transportation of the Goods. These costs to include the attendance of the Security Manager, costs of running the Lift, protective padding of the Lift, protection for common property flooring and the removal of same. A fee of \$50.00 plus GST will be charged for the hiring of the lift when moving in or out of the building, if the notice referred to in paragraph 3(a) of this by-law is not given;
  - (f) only use the lift in a way determined by the Owners Corporation or the Security Manager;
  - (g) only carry out the transportation of Goods between the hours determined by the Owners Corporation in consultation with the Security Manager from time to time;
  - (h) ensure that the lift and common property is left in a clean and tidy state after the transportation of the Goods has occurred;
  - (i) properly ensure that the transportation of the Goods does not interfere with or damage the common property or the property of any other Owner or Occupier and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time, at their own cost; and

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- (j) ensure that any vehicles entering the Building for the purposes of moving or transporting Goods under this By-Law park in the designated "Loading Zone" or the visitor parking area and otherwise as directed by the Security Manager or Owners Corporation.
- (4) The Owners Corporation must:
- (a) deal with any application under this By-Law in a timely manner;
  - (b) in regard to Owners, within seven (7) days of the transportation of the Goods return the Goods Bond or balance remaining after the Owners Corporation's costs have been deducted under this By-Law (including but not limited to costs under clause 19(3)(e), (h) and (i)) together with any interest earned less bank fees and taxes; and
  - (c) in regard to Occupiers, within seven (7) days of the transportation of the Goods at the conclusion of their occupancy, lease, tenancy or licence, return the deposit or balance remaining after the Owners Corporation's costs have been deducted under this By-Law (including but not limited to costs under By-Law 19(3)(e) and(i)) together with any interest earned less bank fees and taxes.
- (5) An Owner or Occupier:
- (a) must comply with any approval or directions of the Owners Corporation given under this By-Law;
  - (b) must comply with any approval or directions of the Security Manager given under this By-Law;
  - (c) remains liable for any damage to Lot or common property arising out of the transportation of the Goods; and
  - (d) must indemnify the Owners Corporation against any costs or losses arising out of the transportation of the Goods
- (6) If an Owner or Occupier defaults in any way with the terms of this by-law, a consent or condition or a direction of the Owners Corporation the Owners Corporation may:
- (a) demand the Owner or Occupier comply with that consent, condition or direction given under this By-Law;
  - (b) withdraw any consent given;
  - (c) use any deposit in whole or in part, together with any interest earned to comply with any of the Owner's or Occupier's obligations under this By-Law if the Owner unreasonably refuses or delays in complying;
  - (d) demand payment from an Owner or Occupier for any money outstanding under this By-Law and recover this amount from the Owner or Occupier as a debt; and
  - (e) include reference to the debt on notices under section 109 of the Act.

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- (6) Any costs, fees, charges, bond under this By-Law are subject to review from time to time as determined the Owners Corporation.

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## 20 Appearance of Lot

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- (1) The Owner or Occupier must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- (2) The Owners or Occupier must obtain written consent from the Owners Corporation (which shall not be unreasonably withheld) for the installation or fitting of items to the external part of the Lot including the following:
- (a) the installation and location of air-conditioning compressors (which where possible are not to be visible from street level or from other buildings and otherwise governed by the provisions of By-Law 40);
  - (b) flyscreen frames (which shall match the colour of window frames and must be non-reflective and consistent with others installed in the Building);
  - (c) external light fittings (which are to be consistent with the external fittings used throughout the Building);
  - (d) any aerial, antenna, security device, alarm; and
  - (e) any other proposed external fitting (or fixture) to the Lot.
- (3) Notwithstanding paragraph (1) above an Owner or Occupier may install any curtain, louvre or blind which can be viewed from the exterior of the Lot provided that the curtain, louvre or blind complies with by-law 54 to ensure the architectural integrity of the Building is retained.
- (4) Notwithstanding paragraph (2), an Owner or Occupier must not install or affix and the Owners Corporation will not approve any:
- (a) pergola;
  - (b) vergola;
  - (c) shade sail;
  - (d) structure on a common property wall; or
  - (e) decorative item on a common property wall;
- unless it cannot be viewed from the streets adjoining the Building.
- (5) Paragraph (4) does not apply to any pot plant, removable shade umbrellas or other temporary item placed on any balcony or common property outside of a Lot.
- (6) This By-Law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 14.

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**21 Use, change in use of Lot to be notified, insurance**

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- (1) An Owner or Occupier shall not use the Lot for any purpose that may impugn or derogate from the good reputation of the Building or its residents.
- (2) An Owner or Occupier of a residential lot may use their lot for the purposes of carrying on a home business if the Lot Owner or Occupier:
  - (a) applies in writing to the Owners Corporation for approval and such approval is not withheld unreasonably and is in writing;
  - (b) provides evidence to the Owners Corporation that the proposed use . complies with the relevant Authority planning instruments applicable at the time of their request and by-law 29 of these by-laws; and
  - (c) provides to the Owners Corporation a copy of any relevant Authority consent or compliance certificate required for the carrying on of the home business (if applicable).
- (3) An Owner or Occupier 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 retail purposes rather than residential purposes).
- (4) An Owner or an Occupier must not without the prior written consent of the Owners Corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

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**22 Preservation of fire safety**

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- (1) For the avoidance of doubt, the Owner or Occupier must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or common property or use or interfere with any fire safety equipment except in the case of any emergency and must not obstruct any fire stair or fire escape.
- (2) The Owners Corporation and an Owner must, in relation to the common property and a Lot, respectively:
  - (a) ensure the provision of all requisite equipment to prevent fire or the spread of fire in or from the Building or the Lot to the satisfaction of any relevant Authority; and
  - (b) ensure compliance with Fire Safety Requirements.
- (3) The Owner or Occupier shall ensure the unit entry door is kept locked or secure and in an operational state, except when not in immediate use.
- (4) The Owners Corporation has the right to:
  - (a) receive reports from the fire brigade as to the cause or nature of any call-out in response to a smoke detector alarm; and



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- (b) investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm.
- (c) seek to recover any costs incurred as a direct result of any false alarm from an Owner or Occupier under section 63 of the Act.

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**23 Prevention of hazards**

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The Owner or Occupier must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or common property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the common property.

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**24 Provision of amenities or services**

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- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements or agreements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
  - (a) security services;
  - (b) promotional services;
  - (c) advertising;
  - (d) commercial cleaning;
  - (e) domestic services;
  - (f) garbage disposal and recycling services;
  - (g) electricity, water or gas supply; and
  - (h) telecommunication services (for example, cable television).
- (2) If the Owners Corporation makes a resolution referred to in paragraph (1) above to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an Owners Corporation may enter into an agreement with an Owner or Occupier for the provision of amenities or services by it to the Lot or to the Owner or Occupier.

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**25 Controls on hours of operation and use of facilities**

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- (1) The Owners Corporation (or the executive committee) may place restrictions on any of the following issues if it considers the determination is appropriate for the security, safety, use or enjoyment of the Lots or the common property, including that:
  - (a) commercial or business activities be conducted on a Lot or common property only during certain times;

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- (b) facilities situated on the common property be used only during certain times or on certain conditions or be closed off or have restricted security key access;
  - (c) common property areas not required for access to a Lot be closed off or have restricted security key access;
  - (d) access of Owners and Occupiers of Lots of one level of the Building to any other level of the Building be restricted by means of security key.
- (2) An Owner or Occupier must comply with a determination referred to in paragraph (1) once such determination is made and advised in accordance with the Act.
- (3) Notwithstanding anything contained in this by-law the Owners Corporation (or the executive committee) may make rules and requirements relating to the security of the building.

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### **26 Services, equipment, electronic equipment**

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- (1) On the conditions set out in this By-Law, the Owners for Lots shall have use and special privilege over any pavers or tiles, louvres or awnings, hot water services, ventilation systems and exhaust fans which exclusively services their Lot.
- (2) Each Owner must, at the cost of the Owner:
- (a) maintain, repair and, where necessary, replace any pavers or tiles, louvers or awnings, hot water services, ventilation systems, exhaust fans or air-conditioning units which exclusively services their Lot;
  - (b) ensure replacement of the of pavers or tiles as contemplated above is to be in a style and design approved by the Owners Corporation.
  - (c) use contractors approved by the Owners Corporation to maintain, repair and replace the items or equipment referred to in paragraph (a) above
  - (d) comply with any requirements of any Authority in connection with the items or equipment referred to in paragraph (a) above;
  - (e) repair damage caused to common property caused by exercising rights or obligations under this by-law;
  - (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this By-Law; and
  - (g) must indemnify the Owners Corporation against any costs or losses arising out of any works conducted under this By-Law.
- (3) For the avoidance of doubt, the Owners Corporation is responsible for any cooling tower, water services and associated pipes, wiring, cabling and ducting that are within the common property and service more than one Lot.

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- (4) An Owner or Occupier shall ensure that any equipment, item or device, whether described in paragraph (a) above, electric, electronic or otherwise and within its Lot, is operated or installed so as not to interfere with the:
- (a) peaceful enjoyment of other Owners and Occupiers of their Lot;
  - (b) proper functioning of any domestic appliance lawfully in use on the common property, or any Lot.

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## 27 Signage

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- (1) An Owner or an Occupier must not affix or exhibit any Sign to, on or in any part of the Building, common property, any window or anywhere inside the Lot, if the Sign can be seen from outside the Lot, without the written approval of the Owners Corporation acting in its absolute discretion, subject to paragraphs (2) and (3) below;
- (2) Notwithstanding paragraph (1), an Owner or Occupier of a Retail Lot may affix a Sign to their Lot (similar to the example provided as **Annexure "A"** attached to these by-laws) provided the Sign:
  - (a) is 400 mm x 4000 mm in dimension;
  - (b) comprises of individual cut-out stainless steel letters fixed to the bulkhead fascia;
  - (c) is affixed above the entrance door located at the front façade of their Lot; and
  - (d) is affixed pursuant to section 32 of these by-laws.
- (3) Notwithstanding paragraph (1) above, a licensed real estate agent may place temporary signs as required in the ordinary course of an advertising campaign for the sale or lease of real estate, including "For Sale" and "Open for Inspection", provided the Security Manager has been notified and the signs:
  - (a) are professional in appearance;
  - (b) do not create an obstruction; and
  - (c) are not positioned hazardously so as to jeopardise the safety of any persons.

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## 28 Security Devices

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- (1) Owners and Occupiers must maintain, renew, replace and repair Fire, Safety or Security Devices (and so much of the common property as is necessary) adjacent to the boundary of their respective Lots or as part of any Fire Door that services their respective Lot.
- (2) All Fire, Safety or Security Devices maintained, renewed, replaced or repaired under this By-Law must, where applicable:
  - (a) comply with all Fire Safety Requirements; and

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- (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the Building; and
  - (c) be approved by the Owners Corporation (including the executive committee).
- (3) Owners acknowledge that by virtue of any change made to the floor surface under a unit entry door (for example a change from carpet to tiles) a breach of Fire Safety Requirements may arise. In this event, the Owner of the Lot must at its own expense do all things necessary to immediately remedy this breach and ensure that compliance with Fire Safety Requirements is restored.
- (4) Owners and Occupiers will be liable for any damage caused to any part of the common property as a result of the activities carried out and contemplated in this By-Law and will make good that damage immediately after it has occurred.
- (5) If an Owner fails to comply with any obligation under this By-Law, the Owners Corporation may:
  - (a) carry out all work necessary to perform that obligation;
  - (b) recover the cost of such work from the Owner pursuant to section 63(6) of the Act as a debt owed to it; and
  - (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection or certification of the Building and directly attributable to the Owners failure to comply.
- (6) If the Owners Corporation determines that:
  - (a) it is inappropriate to maintain, repair or replace a Fire Safety Device; and
  - (b) neither the safety nor the appearance of any part of the Building will thereby be prejudiced, the Owners Corporation may resolve either that no remedial action is necessary subject to the provisions of the Act.

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### **29 Compliance with planning and other requirements**

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- (1) The Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by law.
- (2) Notwithstanding anything in these By-Laws, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, local council order or restriction or any other legislative requirement.
- (3) The Owner or Occupier of a Residential Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

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### **30 Lawns, gardens and plants on common property**

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- (1) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

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- (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.
- (2) Access to and use of the garden BBQ area on the ground floor is restricted to Owners or Occupiers and their invitees only and is excluded to the public at all times.

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## 31 Damage to common property

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- (1) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the Owners Corporation and subject to By-Laws 20, 28 and 32.
- (2) An approval given by the Owners Corporation under paragraph (1) or By-Law 32 cannot authorise any additions to the common property.
- (3) Subject to the conditions contained in By-Laws 20 and 28, this by-law does not prevent an Owner or person authorised by an Owner from installing:
  - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
  - (b) any screen or other device to prevent entry of animals or insects on the Lot;
  - (c) any structure or device to prevent harm to children;
  - (d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- (4) Any such locking or safety device, screen, other device, structure or sign 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) Any screen as contemplated by paragraph 3(b) that is attached to any window must be consistent with the construction and appearance of other screens installed at the time of registration of the strata.
- (6) Despite section 62 of the Act, the Owner must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in paragraph (3) that forms part of the common property and that services the Lot; and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in paragraph (3) that forms part of the common property and that services the Lot.

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## 32 Works by-law

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- (1) An Owner or Occupier of a Lot must obtain the prior approval of the Owners Corporation in accordance with this by-law 32 to the carrying out of any Minor Works and Major Works to fit out the Lot or undertake any renovations to a Lot.
- (2) In carrying out any Major Works the Lot Owner or Occupier must:
  - (a) prepare a draft exclusive use and/or special privileges by-law (if required) under the Act covering the Major Works. Such by-law to be prepared by a solicitor appointed by the Owners Corporation.
  - (b) provide a complete proposal concerning the Major Works including but not limited to:
    - (i) plans and specifications of the proposed works;
    - (ii) engineering plans and certification where relevant;
    - (iii) any development consent application to any relevant Authority;
    - (iv) a report from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the building and Common Property;
  - (c) pay for all costs of the Owners Corporation including but not limited to:
    - (i) legal fees for reviewing the proposal;
    - (ii) fee for convening any meeting to consider the proposal;
    - (iii) any other reasonable professional fees required to consider the proposal including strata management fees; and
    - (iv) registration fees for the exclusive use/special privileges by-law contemplated in 32.3(a);
  - (d) pay a Bond (as reasonably determined by the Owners Corporation). Such Bond to be refunded within 60 days from completion of any Major Works less any costs incurred by the Owners Corporation under this by-law or the by-law obligations contemplated in 32.3(a).
- (3) In carrying out Minor or Major Works the Lot Owner or Occupier must in addition to by-law 32.1:
  - (a) obtain approval for the location, type and size of the Minor or Major Works from the Owners Corporation, such approval not to be unreasonably withheld;
  - (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (c) effect and maintain Insurance and provide a copy to the Owners Corporation;

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- (d) provide the Bond to the Owners Corporation which:
    - (i) the Owners Corporation's strata managing agent will deposit into an interest bearing account (if required) in a bank defined in the Banking Act 1959, the Reserve Bank or State bank; and
    - (ii) which can be used by the Owners Corporation in whole or in part, together with any interest earned to comply with any of the Owner's obligation under this by-law if the Owner unreasonably refuses or delays in complying.
  - (e) use duly licensed employees, contractors or agents to conduct the Minor or Major Works;
  - (f) ensure the Minor and Major Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
  - (g) use reasonable endeavours to cause as little disruption as possible;
  - (h) perform the Minor and Major Works during times reasonably approved by the Owners Corporation;
  - (i) perform the Minor and Major Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (j) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (k) protect all affected areas of the Building outside the Lot from damage relating to the Minor and Major Works or the transportation of construction materials, equipment and debris;
  - (l) ensure that the Minor and Major Works do not interfere with or damage the common property or the property of any other Lot Owner other than as approved in this by-law and if this happens the Lot Owner must rectify that interference or damage within a reasonable period of time;
  - (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
  - (n) not vary the Minor or Major Works without first obtaining the consent in writing from the Owners Corporation.
- (5) After the Minor or Major Works have been completed the Lot Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Minor or Major Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Minor or Major Works and not permitted by this

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by-law has been rectified;

- (6) Within 1 month of the completion of paragraphs (a) and (b) immediately above the Owners Corporation must return the Bond or balance remaining together with any interest earned less bank fees and taxes to the Lot Owner.
- (7) The Lot Owner:
  - (a) must maintain, replace and keep in good and serviceable repair the Minor or Major Works installed by them;
  - (b) must maintain and upkeep those parts of the common property in contact with the Minor or Major Works;
  - (c) remains liable for any damage to Lot or common property arising out of the Minor or Major Works; and
  - (d) must indemnify the Owners Corporation against any costs or losses arising out of the Minor or Major Works.

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### 33 Floor coverings

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- (1) The Owner, has the right to install or replace flooring within its Lot, provided that the flooring:
  - (a) does not transmit noise that is likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot; or
  - (b) is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise to another Lot,and all the provisions of By-Law 32 are complied with.
- (2) Despite section 62 of the Act, the Owner must maintain, repair and replace the tiled flooring within their respective Lot.

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### 34 Maintenance of intercom handsets

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- (1) An Owner or Occupier must properly maintain the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot, in a state of good and serviceable repair.
- (2) For the avoidance of doubt the Owner has the special privilege and exclusive use over the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot.

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### 35 Maintenance of balcony sliding doors and windows

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- (1) An Owner must clean, maintain, repair and, if necessary replace (in keeping with the appearance of the Building) all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or within the boundary of their Lot.



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- (2) For the avoidance of doubt the Owner has the special privilege and exclusive use of all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or on the boundary of their Lot.

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## 36 Maintenance of bathrooms

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- (1) Without affecting the operation of By-Law 26 and notwithstanding section 62 of the Act, so as to prevent any damage or disturbance to the Owner or Occupier of another Lot or the common property, the Owner must maintain the tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them) in a state of good and serviceable repair and appearance, and must renew or replace them as and when required.
- (2) In the event that replacement under this By-Law becomes necessary or desirable, then the provisions of By-Law 32 shall apply.
- (3) For the avoidance of doubt the Owner has the special privilege and exclusive use of all tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them).

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## 37 Maintenance of decking

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- (1) An Owner must maintain the decking on any balcony in a state of good and serviceable repair and appearance.
- (2) In the event that replacement of decking becomes necessary or desirable, then the provisions of By-Law 32 shall apply.
- (3) For the avoidance of doubt the decking on each balcony is within the cubic Lot space of the Lot.

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## 38 Maintenance of stairwells

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- (1) An Owner must maintain a stairwell located within any Lot in a state of good and serviceable repair and appearance.
- (2) In the event that replacement of a stairwell becomes necessary or desirable, then the provisions of By-Law 32 shall apply.

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## 39 Maintenance of lighting

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- (1) An Owner must maintain any lighting or associated fixtures that service the respective Lot in a state of good and serviceable repair and appearance.
- (2) For the avoidance of doubt the Owner has the special privilege and exclusive use of any lighting or associated fixtures that service the respective Lot.

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## 40 Air-Conditioning Equipment

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- (1) Existing Air-Conditioning Equipment

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- (a) The Owner for the respective Lot shall have use and special privilege over the Air-Conditioning Equipment which exclusively services their Lot and is such Owners sole responsibility.
- (b) Each Owner must, at its own cost:
  - (i) maintain, repair and, where necessary, replace the Air-Conditioning Equipment which exclusively services their Lot;
  - (ii) use contractors approved by the Owners Corporation to maintain, repair and replace the Air-Conditioning Equipment which exclusively services their Lot;
  - (iii) comply with the requirements of any Authority about the Air-Conditioning Equipment;
  - (iv) repair damage caused to common property caused by exercising rights and obligations under this By-Law; and
  - (v) indemnify the Owners Corporation against all claims and liability caused by exercising rights and obligations under this By-Law.
- (2) Installation of replacement air-conditioning units or new air-conditioning units**
  - (a) The installation of replacement Air-Conditioning Equipment or new Air-Conditioning Equipment (where no Air-Conditioning Equipment exists) is governed by this by-law and the provisions of by-law 32 (Minor Works).
  - (b) An Owner may at its own cost install Air Conditioning Equipment in their Lot and common property subject to this by-law and the provisions of By-Law 32 (Minor Works);
  - (c) Any Air Conditioning Equipment approved under this by-law includes all ancillary wires, piping and ductwork and any obligation under this by-law applied to that wiring piping and ductwork.
  - (d) Any Air Conditioning Equipment so approved (in addition to the requirements of By-Law 32):
    - (i) must be installed strictly in accordance with the direction of the Owners Corporation and in this regard the Owners Corporation shall have the power from time to time to adopt air-conditioning specifications in relation to the installation of air-conditioning units;
    - (ii) must be in keeping with the appearance of the building;
    - (iii) must have a sound rating of less than 50 decibels;
    - (iv) must not have any drippers on the exterior of the building; and
    - (v) will always remain the property of the respective Owner, even though it may be installed by an Occupier.
  - (e) Any Air Conditioning Equipment servicing residential Lots must be located on the rear balcony close to or directly adjacent to the wall of the Lot or if the Lot does not contain a rear balcony, in the front balcony by means of floor installation away from any glass balustrade.

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- (f) Notwithstanding clause (e) Lot 510 may locate Air Condensor Equipment in the common property area above the fire stairs adjacent to Lot 510.
- (g) Any Air Conditioning Equipment servicing Retail Lots must be located in the common property area in the basement carpark depicted on the Strata Plan as area "D" (unless otherwise approved in writing by the Owners Corporation).
- (h) All Lots must have all pipe work from the condenser unit (external) to the fan coil unit (internal) if relevant, to be covered with steel piping (colour bond) in the same colour as the brickwork for the building.
- (i) The Owner:
  - (i) must maintain, replace and keep in good and serviceable repair any Air Conditioning Equipment (or any ancillary wiring, piping or ducting) installed by them or the occupier of their Lot;
  - (ii) must maintain and upkeep those parts of the common property in contact with the Air Conditioning Equipment;
  - (iii) remains liable for any damage to Lot or common property arising out of the installation, repair or replacement of the Air Conditioning Equipment or any ancillary wiring, piping or ducting;
  - (iv) Repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the air conditioning unit or and ancillary item is removed or relocated: and
  - (v) must indemnify the Owners Corporation against any costs or losses arising out of the installation, use, repair or replacement of the air conditioning unit (or any ancillary wiring, piping or ducting).

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### 41 Grease traps

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- (1) The Owners of Retail Lots 1 and 3 shall have use and special privilege over the Grease Trap which exclusively services their Lot and is such Owner's sole responsibility.
- (2) Each Lot Owner of Lot 1 and 3 must, at its own cost:
  - (a) clean, maintain, repair and, where necessary, replace the Grease Trap which exclusively services their Lot;
  - (b) use contractors approved by the Owners Corporation to maintain, repair and replace the Grease Trap which exclusively services their Lot;
  - (c) engage a licensed liquid wastewater contractor to dispose of residual waste from the Grease Trap on a monthly basis which exclusively services their Lot;
  - (d) comply with the requirements of any Authority about the Grease Trap;
  - (e) repair damage caused to common property caused by exercising rights and obligations under this By-Law; and

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- (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights and obligations under this By-Law.

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## 42 Ground floor Restroom

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- (1) The Owners of Retail Lots 1, 3, 4, 5, 6 and 7 shall have exclusive use and special privilege over the Restroom located on the ground floor.
- (2) Each Lot Owner entitled to exclusive use of the Restroom must:
- (a) keep clean and in good repair the Restroom which exclusively services their Lots;
  - (b) use contractors approved by the Owners Corporation to maintain, and repair the Restroom which exclusively services their Lots;
  - (c) repair damage caused to common property caused by exercising rights and obligations under this By-Law;
  - (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights and obligations under this By-Law; and
  - (e) contribute equally with all Lot Owners entitled to exclusive use of the Restroom with any cost associated with use of the Restroom and fulfilling the requirements under provisions 42 (2) (a) – (d) however if damage is caused to the Restroom as a result of the negligent acts of a Lot Owner then that Lot Owner shall be responsible to remedy the damage caused by their negligent acts.
- (3) Each Lot Owner entitled to exclusive use of the Restroom must not dispose of any grease, rubbish, trade waste or other object into the Restroom lavatory which is likely to cause blockage to the plumbing system.

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## 43 Duties in relation to Security Manager

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- (1) An Owner or Occupier must not interfere with or obstruct the Security Manager from:
- (a) performing his duties; or
  - (b) using any part of the common property designated by the Owners Corporation for use by the Security Manager including the Security Desk.
- (2) An Owner or Occupier must not verbally instruct the Security Manager or other employee, servant, agent or contractor of the Owners Corporation but shall, when wishing to communicate, do so in writing through the Owners Corporation which shall then take such action as it may consider appropriate.

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## 44 Occupation of Lot

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- (1) The Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by law.
- (2) The Owner or Occupant of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

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## 45 Owner liable for costs

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- (1) The Owner of a Lot will be responsible for all costs associated with the repair and rectification of common property damaged by an Owner, Occupier or visitor of the particular Lot.
- (2) If the costs referred to in 45(1) above are paid by the Owners Corporation the costs are recoverable from the Lot Owner as a debt due and owing to the Owners Corporation pursuant to section 63 of the Act.
- (3) The Owner of a Lot is responsible for all internal maintenance of the Lot and any neglect by the owner that causes damage to common property or another Lot that requires repair is the responsibility of the Owner. If these costs are paid by the Owners Corporation, the costs are recoverable from the Lot Owner as a debt due and owing to the Owners Corporation.

---

## 46 Consent or approval of Owners Corporation

---

A consent or approval given by the Owners Corporation under these By-Laws will, if practicable, be revocable and may be given subject to conditions including, conditions evidenced by a minute of a resolution that the Owner or Occupier of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent or approval.

---

## 47 Complaints, applications, notifications

---

Any complaint, application or notification to the Owners Corporation must be addressed in writing to the Strata Managing Agent or the secretary of the Owners Corporation.

---

## 48 Rules and regulations

---

The rules and regulations contained in these By-Laws bind every Owner and Occupier and these By-Laws are for the good governance of the Building and may make further By-Laws or rescind or amend By-Laws from time to time in accordance with the Act.

---

## 49 On-street parking

---

All Lot Owners, Occupiers, lessees and licensees are not eligible or entitled to obtain an on-street resident parking permit from Council as contained in the conditions of the South Sydney Council Notice of Determination of Development Application Number: DA246/2003.

---

## 50 Lessees, licensees and invitees to comply with the by-laws

---

- (1) An Owner or Occupier of a Lot which is the subject of a lease, licence or the like must:
  - (a) ensure their respective lessee, licensee, invitee or other occupier:
    - (i) is provided with a copy of these by-laws and any changes from time to time of these by-laws; and

# SP79951

- (ii) complies with the provisions of these by-laws.
- (b) comply promptly with any notice provided to them by the Owners Corporation (or the Owners Corporation's appointed representatives) regarding their lessee, licensee, invitee or other occupier and take all reasonable action to ensure the lessee, licensee, invitee or other occupier complies with such notice.

---

## 51 Compensation for damage to common property

---

An Owner must compensate the Owners Corporation in respect to all damage to common property or personal property vested in the Owners Corporation caused by the Occupier of their Lot or their Occupier's lessee, licensee, invitee or other occupier.

---

## 52 Security grills

---

- (1) An Owner or an Occupier must not install a security grill external to their Lot without the written approval of the Owners Corporation acting in its absolute discretion, subject to paragraph (2) below;
- (2) Subject to paragraph (1), an Owner or Occupier of a Retail Lot may install a security grill to a Retail Lot provided the security grill:
  - (a) is installed within the Owner's cubic Lot space, internal to the Lot's façade (not external to the Lot);
  - (b) is of the "Australian Trellis Door S06" type;
  - (c) is powder coated black in colour;
  - (d) is installed on double tracks (where possible) to minimise the stacked width when open;
  - (e) is installed in accordance with section 32 of these by-laws.
- (3) For the avoidance of doubt, it is the Owners responsibility to maintain and keep in good and serviceable repair any security grill installed on their Lot.

---

## 53 Dividing screens between Retail Lots

---

- (1) An Owner or an Occupier of a Lot must not install a dividing screen on the dividing boundary of the terrace of their Lot without the written approval of the Owners Corporation, which must not be unreasonably withheld, subject to paragraph (2) below;
- (2) Subject to paragraph (1), an Owner or Occupier of a Retail Lot may install a dividing screen on the boundary of the terrace on their Lot provided the dividing screen is:
  - (a) installed on the ground floor terrace fronting Epsom Road;
  - (b) installed on the dividing boundary between adjoining Retail Lots;

SP79951

- (c) limited to 2 metres in height;
  - (d) a readily removable or permanent glazed partition; and
  - (e) installed in accordance with by-law 32 of these by-laws.
- (3) A Retail Lot Owner must share with any adjoining Retail Lot Owner the costs to maintain and upkeep any dividing screen installed on the boundary shared by it and any adjoining Retail Lot Owner.
- (4) For the avoidance of doubt, it is the Owners responsibility (and any adjoining Owner) to maintain and upkeep any dividing screen installed on a terrace.
- (5) An Owner (and any adjoining Owner) has the special privilege and exclusive use of a dividing screen installed on the boundary of its Lot.

---

**54 External blinds and sunshade screens**

---

- (1) An Owner or an Occupier of a Lot must not install an external blind on the dividing boundary of its Lot without the written approval of the Owners Corporation, which must not be unreasonably withheld, subject to paragraph (2) below;
- (2) An Owner or Occupier of a Retail Lot may install an external blind on its Retail Lot provided the external blind:
- (a) is of the roller blind "Helioscreen" or "Vivascreen" type;
  - (b) consists of translucent shade fabric (not clear plastic or solid) with 85 % screening;
  - (c) has stainless steel guide cables;
  - (d) is black in colour;
  - (e) is affixed to the Epsom Road frontage of the Building on the ground floor in the following locations:
    - (i) For Lots 5 and 6, at the outer edge of the concrete columns within the terrace area;
    - (ii) For Lots 3 and 7, at the inner edge of the common property planter box adjoining the terrace area;
    - (iii) For Lot 4, on the utmost northern boundary of the Lot.
- (3) If an external blind is installed on a Retail Lot then the provisions of by-law 32 will apply;
- (4) For the avoidance of doubt, it is the Owners responsibility to maintain and upkeep any external blind installed on its Lot.
- (5) An Owner has the special privilege and exclusive use of any external blind installed on its Lot.

# SP79951

- (6) An Owner or Occupier of a Residential Lot may install a sunshade screen on their Lot provided the sunshade screen:
- (a) is of the "Helioscreen" or "Viva Sunscreen" type or similar;
  - (b) consists of a fabric with 85% screening;
  - (c) is installed within a Residential Lot either on:
    - (i) the inner side of the glazing on the outer parameter of the balcony in which case it must be silver in colour; or
    - (ii) the outer or inner side of the glazing on the inner parameter of the balcony in which case it may be in any colour or material nominated by the Owner of the Residential Lot.

---

## **55 Installation of ATM on Lot 2 and the common property**

---

- (1) The Owner of Lot 2 has the special privilege to install an Automatic Teller Machine (ATM) including all ancillary wiring, cabling and appurtenances within its Lot and on the common property where necessary at its own cost and to remain the Owner's fixture.
- (2) The Owner is not required to undertake any installation of an Automatic Teller Machine under this by-law.
- (3) Should the Owner of Lot 2 determine to install an Automatic Teller Machine within its Lot and on the common property where necessary, then the provisions of by-law 32 (7) (a) to (d) will apply as if it were part of this by-law and such installation will be classed as Minor Works.
- (4) Any references to an Automatic Teller Machine under this by-law includes all ancillary wiring, cabling and appurtenances and any obligation under this by-law applies to that ancillary wiring, cabling and appurtenance.

---

## **56 Exclusive use of common property**

---

- (1) The Exclusive Use Owners have exclusive use of the Exclusive Use Area for the purposes of storing a bicycle(s) or motorbike.
- (2) The Exclusive Use Owners have the special privilege of installing a bike rack within the Exclusive Use Area;
- (3) The Exclusive Use Owners must:
  - (a) not use the Exclusive Use Area for any purpose other than to:
    - (i) store a bicycle(s) or one motorbike; or
    - (ii) install a bike rack;
  - (b) not carry out any alterations, or additions or place any articles or goods (other than a bicycle(s), motorbike or bike rack) in the Exclusive Use Area,



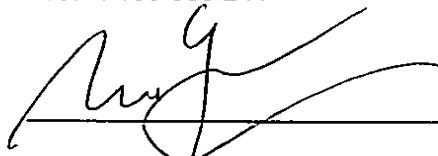
SP79951

- (c) ensure that any bicycle(s), motorbike or bike rack contained within the Exclusive Use Area does not protrude outside the Exclusive Use Area;
- (d) keep the Exclusive Use Area unobstructed and clean and tidy at all times;
- (e) not use the Exclusive Use Area for cleaning, greasing or repairing the bicycle(s) or motorbike or for any other purpose than permitted under this by-law;
- (f) properly maintain and upkeep the Exclusive Use Area in a state of good and serviceable repair;
- (g) use reasonable endeavors to cause as little disruption as possible when using the Exclusive Use Area;
- (h) allow the Owners Corporation (its servants or agents) and any statutory authority access to the Exclusive Use Area for the purposes of carrying out repair or maintenance of the common property or certification or registration of common property plant and equipment that adjoin the Exclusive Use Area; and
- (i) comply with by-law 32 of these by-laws if affixing a bike rack to the Exclusive Use Area such affixation to be classed as Minor Works for the purposes of complying with by-law 32.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to sections 127 of the Corporations Act 2001 and 8 (4C) of the Strata Schemes (Freehold Development) Act 1973:

GMD (NSW) Pty Limited

A.C.N. 106 530 241



Bing Yuwana

sole director and secretary

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to sections 127 of the Corporations Act 2001 and 8 (4C) of the Strata Schemes (Freehold Development) Act 1973:

GHD (NSW) Pty Limited

A.C.N. 106 530 232

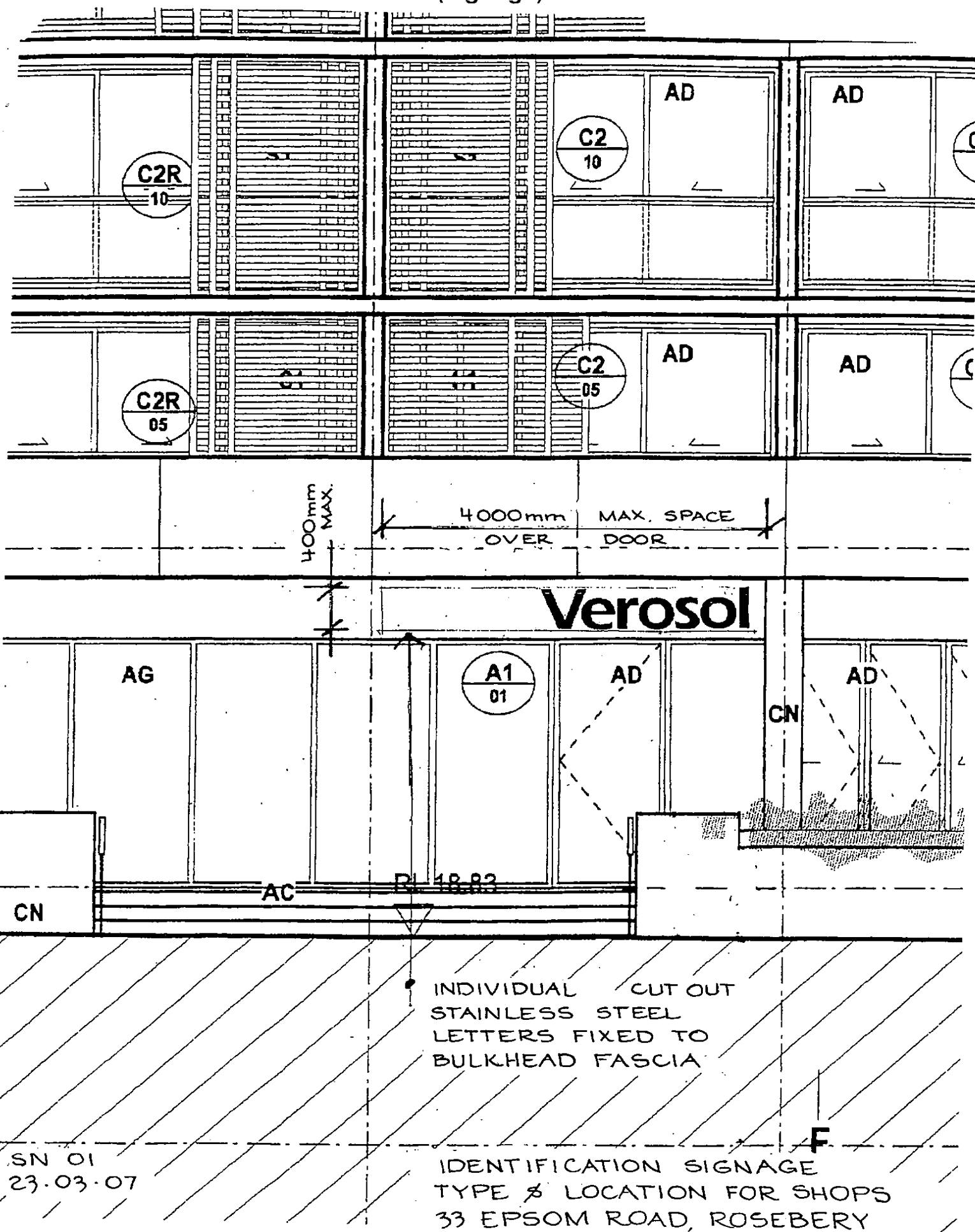


Harry Oesep

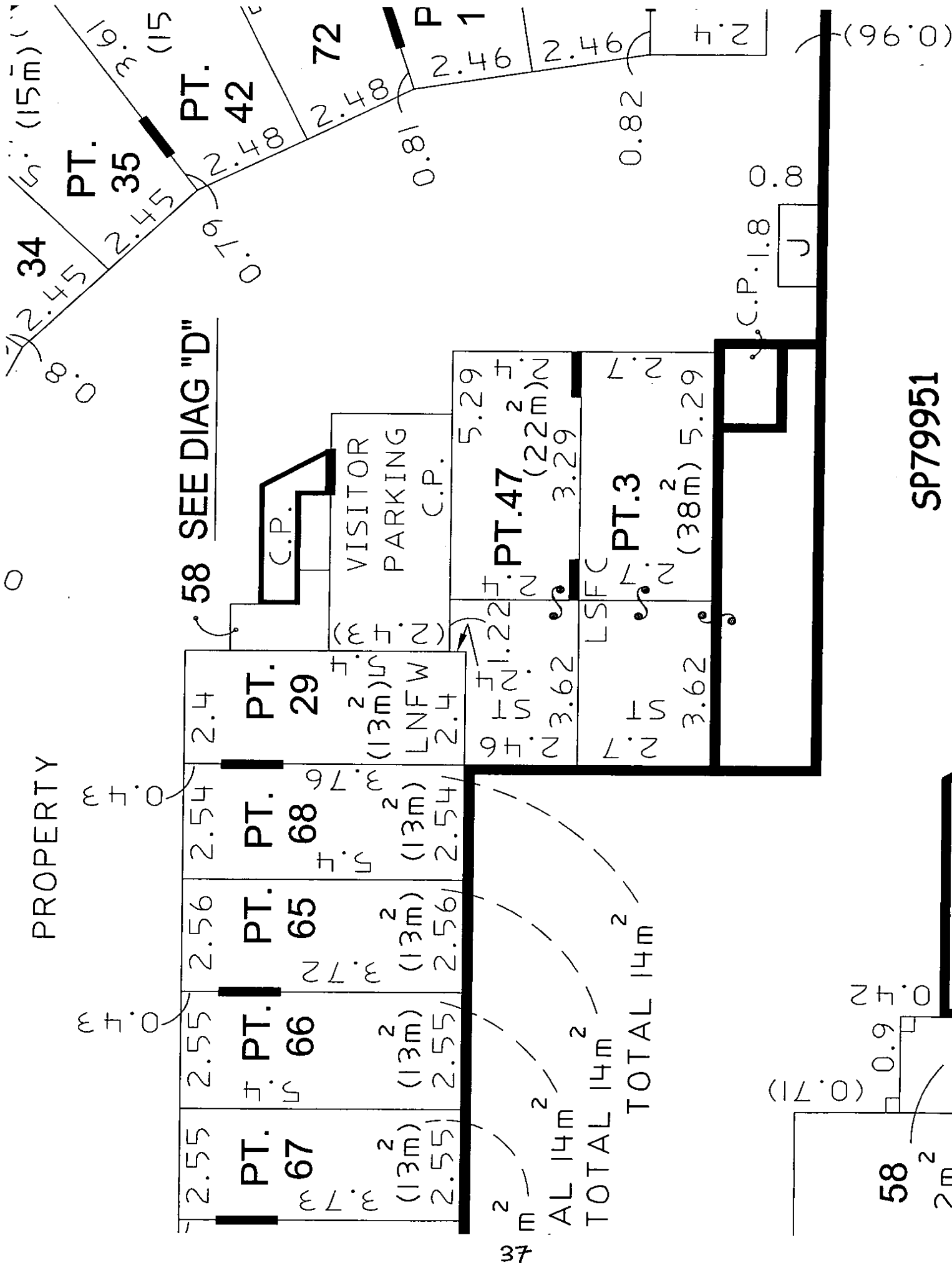
sole director and secretary

(signage)

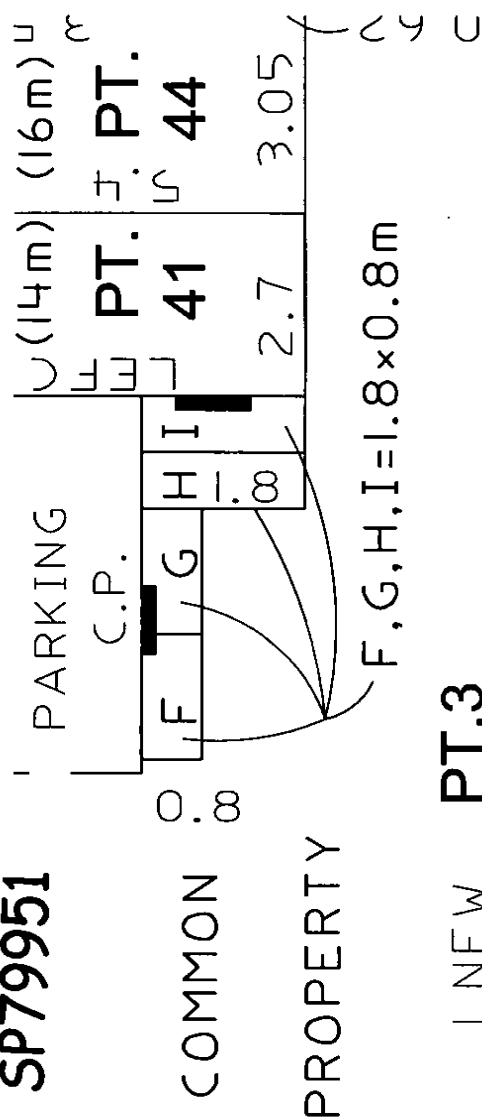
SP79951







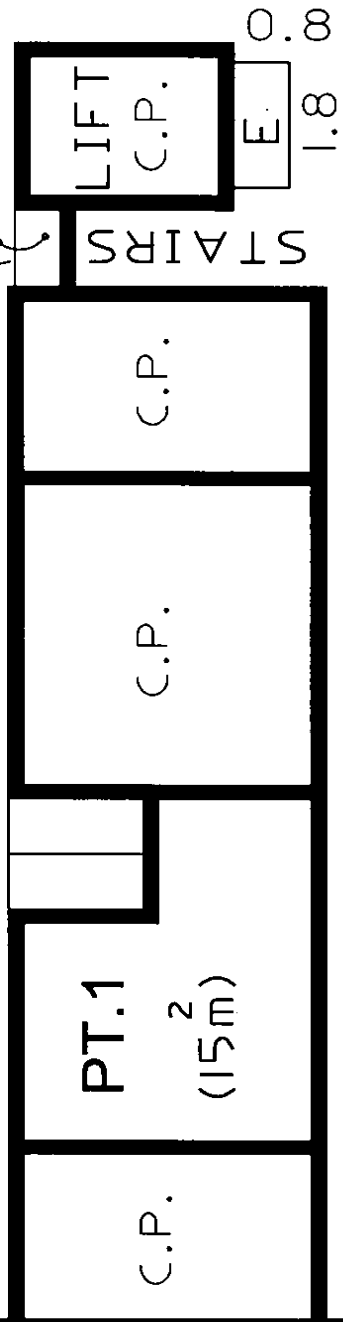
SP79951



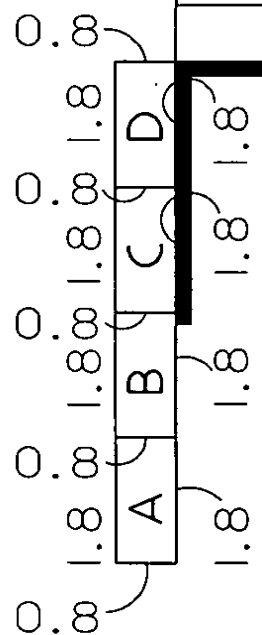
LNFV PT.3  
 1.13 (1m)<sup>2</sup>

# Annexure 'B' (Exclusive Use Areas)

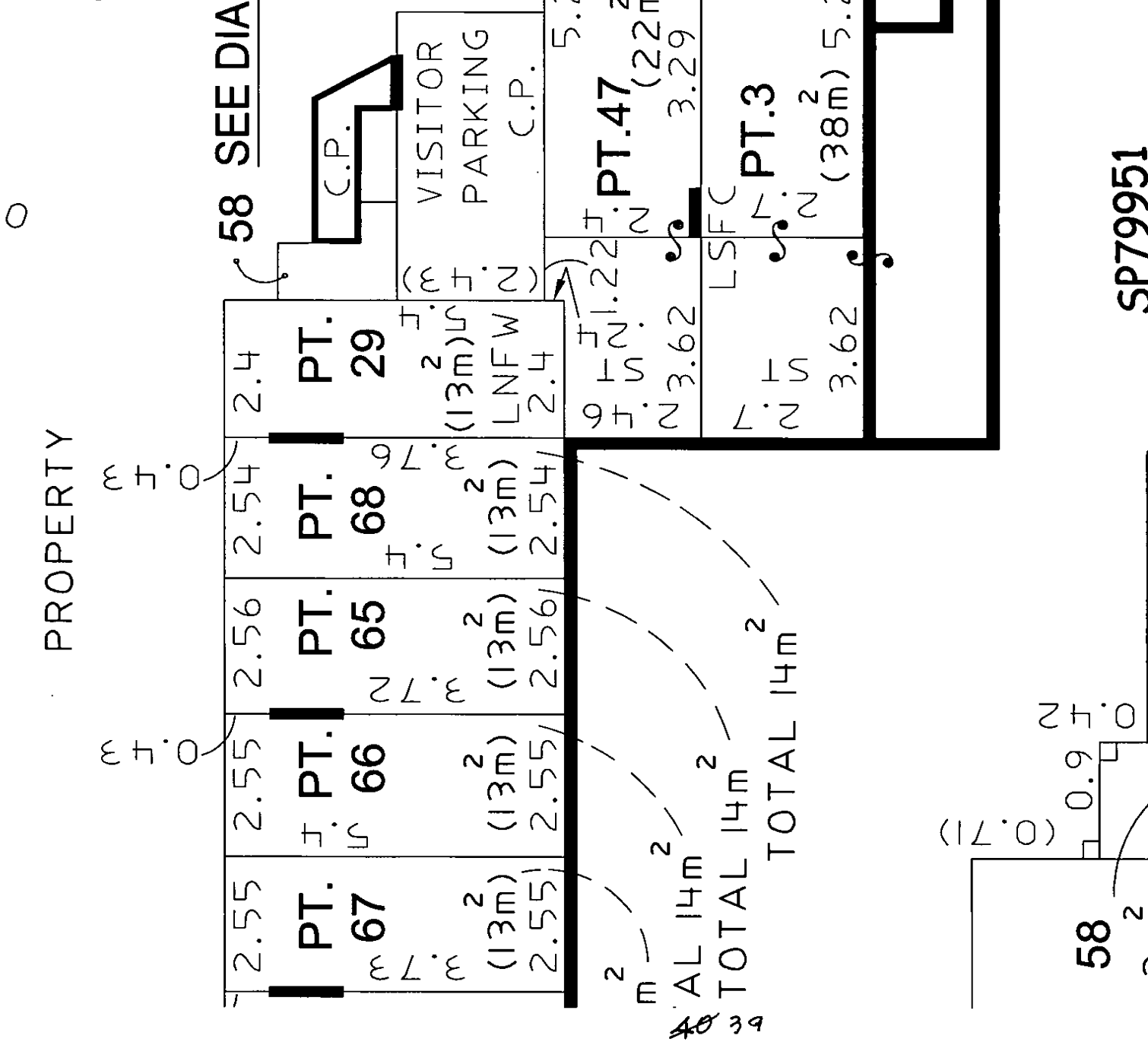
SEE DIAGRAM "A"



COMMON PROPERTY



"C"

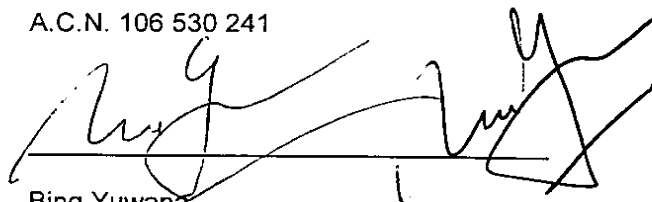


Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to sections 127 of the Corporations Act 2001 and 8 (4C) of the Strata Schemes (Freehold Development) Act 1973:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to sections 127 of the Corporations Act 2001 and 8 (4C) of the Strata Schemes (Freehold Development) Act 1973:

GMD (NSW) Pty Limited

A.C.N. 106 530 241

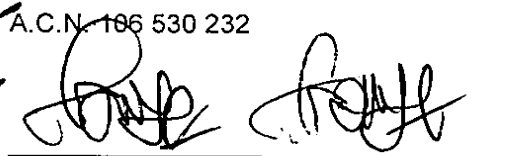


Bing Yuwana

sole director and secretary

GHD (NSW) Pty Limited

A.C.N. 106 530 232



Harry Oesep

sole director and secretary

SP79951

34 41 42 41



Form: 01TG  
Release: 2.1  
www.lands.nsw.gov.au

**TRANSFER**  
**GRANTING EASEMENT**  
New South Wales  
Real Property Act 1900



**AF199978E**

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

(A) **TORRENS TITLE**

Servient Tenement CP/SP79951	Dominant Tenement An easement in gross pursuant to S88A of the Conveyancing Act 1919
---------------------------------	--

(B) **LODGED BY**

Document Collection Box <b>48T</b>	Name, Address or DX, Telephone, and LLPN if any LLPN: 123819E CITYLINK Reference: BP/NXE.075741/ENERGY AUST	CODE <b>TG</b>
---------------------------------------	--	-------------------

(C) **TRANSFEROR**

THE OWNERS - STRATA PLAN NO. 79951 ABN
---

(D) The transferor acknowledges receipt of the consideration of \$ 1.00  
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"
---

out of the servient tenement and appurtenant to the dominant tenement.

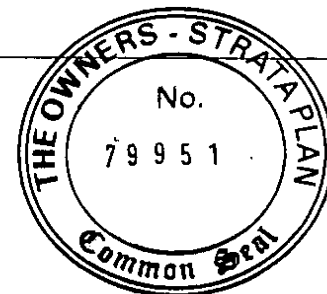
(F) Encumbrances (if applicable):

(G) **TRANSFeree**

ENERGYAUSTRALIA ABN 67 505 337 385
---------------------------------------

**DATE**

(H) Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.  
Corporation: THE OWNERS - STRATA PLAN NO. 79951  
Authority: section 238 Strata Schemes Management Act 1996



Signature of authorised person:

*[Signature]*

Signature of authorised person:

Name of authorised person:

ANTHONY MARSON

Office held:

Public Officer Strata Manager

Name of authorised person:

Office held:

I certify that the person(s) signing opposite, with whom  
I am personally acquainted or as to whose identity I am  
otherwise satisfied, signed this instrument in my presence.

Signature of witness:

*[Signature]*

Name of witness:

Bridget Annethomson

Address of witness:

570 George Street  
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property  
Act 1900 by the person(s) named below who signed  
this instrument pursuant to the power of attorney specified.

Signature of attorney:

*[Signature]*

Attorney's name:

Katherine Margaret Gurlon

Signing on behalf of:

EnergyAustralia

Power of attorney-Book: 4528

-No.: 401

*plan fee assessed*

**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING  
EASEMENT BETWEEN THE OWNERS – STRATA PLAN NO. 79951 AS  
TRANSFEROR AND ENERGIAUSTRALIA AS TRANSFEREE  
DATED:**


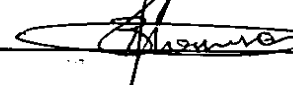
An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE" on ~~Deposited Plan~~ on the plan annexed and marked 'B' on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.



SIGNED FOR AND ON BEHALF OF  
THE OWNERS – STRATA PLAN NO. 79951

  
\_\_\_\_\_  
Anthony Maloon

SIGNED FOR AND ON BEHALF OF  
ENERGIAUSTRALIA

  
\_\_\_\_\_  


LOCALITY: ROSEBERY  
LGA: SYDNEY

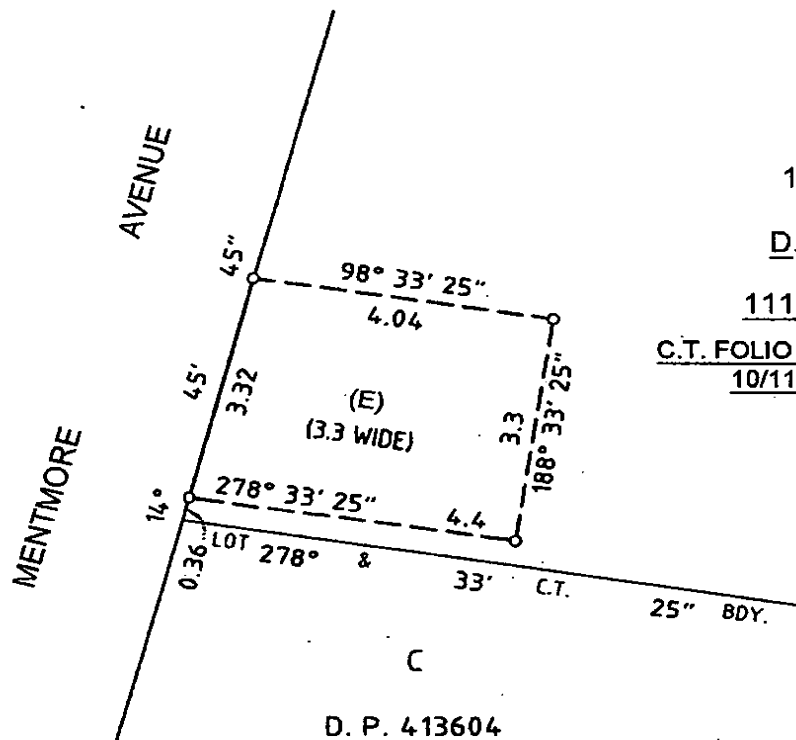
## PLAN

SHOWING EASEMENT FOR ELECTRICITY AND OTHER PURPOSES  
WITHIN C.T. FOLIO IDENTIFIER 10/118272  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND

REDUCTION RATIO 1:100

(E) EASEMENT FOR ELECTRICITY AND  
OTHER PURPOSES 3.3 WIDE

M.G.A.



10

D. P.

1118272

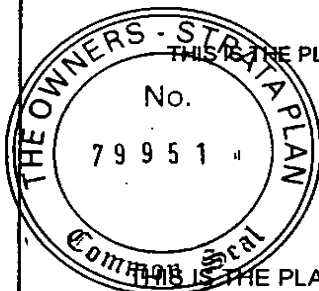
C.T. FOLIO IDENTIFIER  
10/118272

*James P. Thorpe*

JAMES PATRICK THORPE  
REGISTERED SURVEYOR

DUNLOP THORPE & CO. PTY. LTD.  
447 KENT STREET, SYDNEY 2000  
2-11-2007

### SIGNATURES AND SEALS OF PARTIES



THIS IS THE PLAN MARKED 'B' REFERRED TO IN THE TRANSFER GRANTING EASEMENT MADE  
BETWEEN THE OWNERS - STRATA PLAN NO. 79951 AS LESSOR AND ENERGIAUSTRALIA AS LESSEE

SIGNED BY THE OWNERS - STRATA PLAN  
NO. 79951

*Anthony Maroon*

ANTHONY MAROON

SIGNED FOR AND ON BEHALF OF  
ENERGIAUSTRALIA

*James P. Thorpe*

**Certificate of Owners Corporation  
(dealing or plan dedication of road or reserve)**

**Approved Form 9**

**CI.25(1)(F)/CI.26(1)(L)**

**Strata Schemes (Freehold Development) Act 1973**


**Strata Schemes (Leasehold Development) Act 1986**

**Certificate of Owners Corporation**

In pursuance of the \* Strata Schemes (Freehold Development) Act 1973, ~~or \* Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 79951 hereby certifies that:

1. the \* dealing ~~\* plan~~ <sup>†</sup> Transfer Granting Easement to *EnergyAustralia* was ~~\* executed~~ <sup>\* accepted</sup> \* sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
2. the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said \*dealing ~~\* plan~~.

The common seal of the Owners - Strata Plan No. 79951 was affixed hereto on 10<sup>th</sup> November 2009 in the presence of ANTHONY MALOON being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

  
.....  
Signature ANTHONY MALOON

public officer strata manager  
.....  
Print Name and Capacity

.....  
Signature

.....  
Print Name and Capacity

10<sup>th</sup> November 2009  
.....  
Date

\* Strike out whichever is inapplicable.

† Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

## Certificate re Initial Period Expired

### Approved Form 10

CI.25(1)(F)/CI.26(1)(L)

#### Strata Schemes (Freehold Development) Act 1973

#### Strata Schemes (Leasehold Development) Act 1986

### Certificate re Initial Period


In pursuance of the \* Strata Schemes (Freehold Development) Act 1973, \* Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 79951 hereby certifies that in respect of the strata scheme based on Strata Plan No. 79951:

\*(a) the initial period, as defined by that Act, expired before:

- \* ~~issue by the \*local council/\* accredited certifier on ..... of a certificate referred to in \* section 9(3)(b) \* section 11(2)(b).~~
- \* ~~issue by the \*local council/\* accredited certifier on ..... of a certificate referred to in \* section 13(2)(a) \* section 16(2)(a).~~
- \* issue by the owners corporation on 10th November 2009 of a certificate referred to in section 28(4)(a) \*section 32(4)(a).

\*(b) at the date of issue of a certificate referred to in section \* 9(3)(b); \* 13 (2)(a) or \* 28(4)(a) \* section 11(2)(b); \* 16(2)(a) or \* 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 79951 was hereunto affixed on 10th November 2009 in the presence of ANTHONY MAROON being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

  
.....  
Signature  
ANTHONY MAROON  
.....  
PUBLIC OFFICER  
.....  
Print Name and Capacity

.....  
Signature  
.....  
Print Name and Capacity

\* Strike out whichever is inapplicable.





AF938269U

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

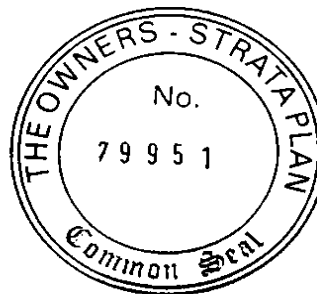
**CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP79551		
(B) LODGED BY	Document Collection Box <b>462H</b>	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: <b>123327C</b> ESPREON PROPERTY SERVICES PHONE 9210 0700 DX 885 SYDNEY Reference: <b>Palmer - 6504639</b>	CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 79551 certify that pursuant to a resolution passed on 23 November 2010 and
- (D) in accordance with the provisions of s47 of Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No.  
Added by-law No.  
Amended by-law No.  
as fully set out below:

Please see Annexure "A"



- (F) The common seal of the Owners-Strata Plan No. 79551 was affixed on 13<sup>th</sup> December 2010 in the presence of—

Signature(s):

Name(s):

ANTHONY MAROON

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

Annexure 'A'

**SPECIAL BY-LAW NO.....**  
**POWER TO UPGRADE SECURITY SYSTEM**

**1. DEFINITIONS**

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

“Security System” means a system and mechanisms to permit and facilitate access to and from lots and common property, including:

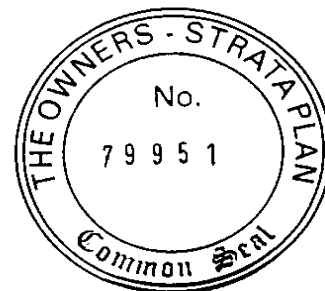
the installation of security cameras (CCTV) to common property to control the movement of persons to and from the parcel; and

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

**2. POWERS & DUTIES**

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

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



*[Handwritten signature]*

Form: 15CB  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Fox & Staniland

## CHANGE OF BY-LAWS

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



AG711447N

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

(A) **TORRENS TITLE**

For the common property  
CP/SP79951

(B) **LODGED BY**

<b>Delivery Box</b> <b>124E</b> 	<b>Name, Address or DX and Telephone</b> LEGALINX PTY LTD Level 3, 175 Castlereagh Street, Sydr PO Box A250 Sydney South NSW 123 Ph: 02 9230 6900 FOXS:236222
--	--

**CODE**

**CB**

(C) The Owners-Strata Plan No 79951 certify that pursuant to a resolution passed on

and in accordance with the provisions of

(D) section <sup>52</sup> ~~34~~ of the <sup>STRATA SCHEMES</sup> ~~Community Land~~ Management Act 1989

the by-laws are changed as follows—

(E) Repealed by-law No

Added by-law No Special By-law 1

Amended by-law No

as fully set out below.

See Annexure "A" hereto

(F) The common seal of the Owners-Strata Plan No 79951

was affixed on 23 November 2011 in the presence of—

Signature(s):

Name(s):

ANTHONY MAROON - STRATA MANAGER

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



(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:



## ANNEXURE "A"

### Special By-Law 1

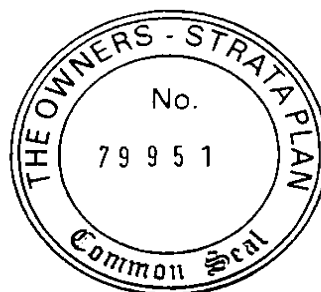
On the conditions set out in this By-Law, the owner for the time being of residential Lot 47 ("the owner") shall have a right of exclusive use of that part of the common property necessary for the installation of a storage cage ("the cage") (including all necessary ancillary fittings) to service Lot 47, to be fixed to the walls, floor and ceiling forming part of the common property immediately adjacent to the area forming part of Lot 47 and marked "Storeroom" in Strata Plan 79951.

### Conditions and Stipulations

1. The owner must:
  - i) comply with any order or requirement of the local Council, tribunal or court having jurisdiction;
  - ii) comply with the manufacturer's specifications;
  - iii) comply with the Building Code of Australia and all pertinent Australian Standards;
  - iv) comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with the provisions of this condition.

Any additional works undertaken under paragraph (iv) shall form part of the works for the purpose of this By-Law.

2. The cage must be of a similar nature and appearance to any existing cages installed in Strata Plan 79951.
3. The owner must notify the executive committee of the date or dates on which installation of the cage will occur and arrange any necessary access through the building manager.
4. The owner must ensure that the installation and use of the cage is in compliance with the By-Laws of Strata Plan 79951 from time to time.
5. The owner must maintain the cage in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation.
6. The owner, at their own cost must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the cage.
7. The owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the cage had not been installed.
8. The owner may remove the cage, and after doing so must restore the common property to its original condition.
9. The lot owner, if required, must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this By-Law, including legal expenses and management expenses.





Form: 15CB  
Release: 3.1  
www.lpma.nsw.gov.au

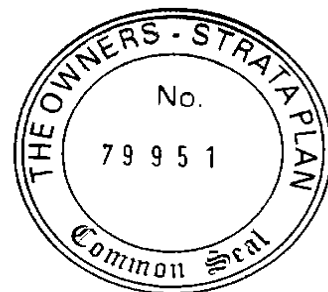
**CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

**AH84253T**

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

(A) TORRENS TITLE	For the common property CP/SP79951		
(B) LODGED BY	Document Collection Box IW.	Name, Address or DX, Telephone, and Customer Account Number if any Arnold Bloch Leibler @92267100 Lvl 24, 2 Chifley Square, Sydney Reference: 2000	CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 79951 certify that pursuant to a resolution passed on 12 November 2011 and  
(D) in accordance with the provisions of S. 52 Strata Management Act 1996 and  
the by-laws are changed as follows— Schemes  
(E) Repealed by-law No.  
Added by-law No. Special By-Law 2  
Amended by-law No.  
as fully set out below:



- (F) The common seal of the Owners-Strata Plan No. 79951 was affixed on 5 December 2011 in the presence of—

Signature(s):

Name(s):

ANTHONY MAROON - STRATA MANAGER

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

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## ANNEXURE "A"

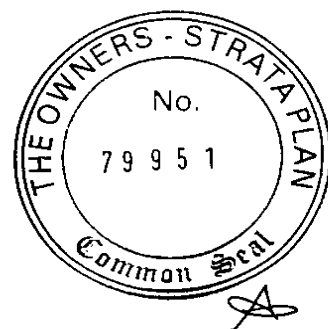


### Special By-Law 2

1. In this Special By-Law 2:
  - i. **"Cage"** means a storage cage (including all necessary ancillary fittings);
  - ii. **"Lot 1 Storage Cage Area"** means that part of the Common Property required to install a Cage which services Lot 1 being the walls, floor and ceiling immediately adjacent to the car space forming part of Lot 1 and marked "Storeroom" in Strata Plan 79951; and
  - iii. **"Lot 3 Storage Cage Area"** means that part of the Common Property required to install a Cage which services Lot 3 being the walls, floor and ceiling immediately adjacent to the car space forming part of Lot 3 and marked "Storeroom" in Strata Plan 79951.
2. This Special By-Law 2 relates to Lots 1 and 3.
3. The Owner or Occupier of Lot 1 has the exclusive use of the Lot 1 Storage Cage Area for the purpose of installing a Cage.
4. The Owner or Occupier of Lot 3 has the exclusive use of the Lot 3 Storage Cage Area for the purpose of installing a Cage.
5. The Owners or Occupiers of Lot 1 and Lot 3 have the right to install a Cage within the Lot 1 Storage Cage Area and Lot 3 Storage Cage Area (respectively) and must do so on the condition that they:
  - i. comply with any order or requirement of the local Council, tribunal or court having jurisdiction;
  - ii. comply with the manufacturer's specifications;
  - iii. comply with the Building Code of Australia and all pertinent Australian Standards; and
  - iv. comply with the reasonable requirements of any building consultant or engineer engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with the provisions of the condition.

Any additional works undertaken under paragraph (iv) shall form part of the works for the purpose of this By-Law.
6. Cages must be of a similar nature and appearance to any existing cages installed in Strata Plan 79951.
7. The Owners or Occupiers of Lot 1 and Lot 3 must notify the Executive Committee of the date or dates on which they intend to install a Cage and arrange any necessary access through the building manager.
8. The Owners or Occupiers of Lot 1 and Lot 3 must ensure that the installation and use of the Cages is in compliance with the By-Law of Strata Plan 79951 from time to time.

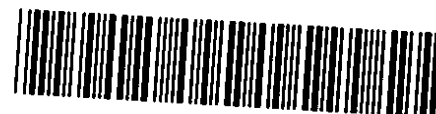
9. The Owners or Occupiers of Lot 1 and Lot 3 must maintain the Cages in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation.
10. The Owners or Occupiers of Lot 1 and Lot 3, at their own cost must repair any damage to the Common Property occurring in the installations, maintenance, replacement, repair or renewal of the Cages.
11. The Owners or Occupiers of Lot 1 and Lot 3 must indemnify the Owners Corporation against any liability or expense that would not have been incurred had the Cages not been installed.
12. The Owners or Occupiers of Lot 1 and Lot 3 may remove the Cages, and after doing so must restore the Common Property to its original condition.
13. The owners of Lots 1 and 3 must, if required, must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this By-Law, including legal expenses and management expenses.



Form: 15CB  
Release: 3-2

## CHANGE OF BY-LAWS

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



AJ320908G

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

(A) TORRENS TITLE	For the common property CP/SP 79951				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box  <b>1W</b></td><td>Name, Address or DX, Telephone, and Customer Account Number if any PETER CLISDELL PTY LTD (02) 9556 5222 DX 25304 ROCKDALE  Reference: SP79951</td></tr></table>	Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any PETER CLISDELL PTY LTD (02) 9556 5222 DX 25304 ROCKDALE  Reference: SP79951	<table border="1"><tr><td>CODE  <b>CB</b></td></tr></table>	CODE  <b>CB</b>
Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any PETER CLISDELL PTY LTD (02) 9556 5222 DX 25304 ROCKDALE  Reference: SP79951				
CODE  <b>CB</b>					

- (C) The Owners-Strata Plan No. 79951 certify that pursuant to a resolution passed on 10 December 2014 and
- (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY-LAWS 4 & 5  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

REFER TO ATTACHED ANNEXURE "A"



- (F) The common seal of the Owners-Strata Plan No. 79951 was affixed on 11 February 2015 in the presence of—

Signature(s):

Name(s): GRACE CHALMERS

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

**Strata Plan 79951**  
**ANNEXURE**

**SPECIAL BY-LAW NUMBER 4**

**WORKS and EXCLUSIVE USE**

**SPECIALLY RESOLVED** that the Owners – Strata Plan No. 79951 pursuant to section 52 of the Strata Schemes Management Act 1996 to make a by-law on the following terms:

**PART 1**  
**GRANT OF RIGHT**

- 1.1 An Owner has the right to carry out the Works at its own cost subject to Part 3 of this by-law. The Purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made.
- 1.2 The Owner has the exclusive use of the Exclusive Use Area.

**PART 2**  
**DEFINITIONS & INTERPRETATION**

In this by-law, unless the context otherwise requires or permits:

- a) **Act** means Strata Schemes Management Act 1996
- b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
- c) **Bond** means a cheque in an amount to be determined by the Executive Committee, make payable to The Owners – Strata Plan No. 79951 and held in accordance with Schedule 1.
- d) **Council** means City of Sydney Council.
- e) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- f) **Insurance** means:
  - i. Contractors all risk insurance in the sum of \$10,000,000;
  - ii. Workers compensation insurance.
- g) **Lot** means any lot in strata plan 79951.
- h) **Owner** means the owner of Lot 3 from time to time.
- i) **Owners corporation** means the owners corporation created by the registration of strata plan registration no. 79951.
- j) **Works** mean the installation of pipes (including core holes) for drainage, connection to existing grease trap line, installation of electrical cabling and conduits and connecting to exhaust ventilation ducting on common property in the location identified in the plan annexed hereto and marked "A" and installation of such meterage that is capable of identifying the quantity of water and/or gas being consumed by the occupier of the subject lot.

In this by-law, unless the context otherwise requires:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders
- c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996 and Strata Schemes (Leasehold Development) Act 1986; and
- d) references to legislation includes references to amending and replacing legislation.

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**PART 3**  
**CONDITIONS**  
**PART 3.1**

**Before Commencement**

- 3.1.1 The Owner of a Lot is not required to undertake the Works or take possession of the Exclusive Use Area contemplated in this by-law.
- 3.1.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works and take possession of the Exclusive Use Area under this by-law.
- 3.1.3 The Owner jointly and severally warrants, at all times:
- (a) **(financial resources)** it has or may obtain the financial resources to conduct the Works and indemnify the Owners Corporation pursuant to the terms of this by-law;
  - (b) **(insurances)** it shall maintain the insurances referred to in clause 3.2(n) in accordance with this by-law to prevent any actual or perceived detriment to the Owners Corporation;
  - (c) **(no contravention)** the Owner shall not contravene any of the provisions of any law to which it is subject or any requirements of any Authority to which it or the Owners Corporation is or may be subject;
  - (d) **(structural integrity etc )** the Owner or its employees, agents or servants shall not risk or compromise the structural integrity, fire rating, sound or other insulation of the Building;
  - (e) **(health & safety)** the Owners or its employees, agents or servants shall not create, cause, maintain or permit any health or safety hazard; and
  - (f) **(heritage)** the Owner shall ensure that the heritage fabric and theme of the Building is preserved.

3.1.4 Before commencement of the Works the Owner must:

- a) obtain approval for the location, type and size of the Works from the owners corporation, such approval not to be unreasonably withheld;
- b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- d) effect and maintain Insurance and provide a copy to the Owners Corporation;
- e) provide the Bond to the Owners Corporation which;
  - a. the Owners Corporation's strata managing agent will deposit into the trust account for Strata Plan 79951; and
  - b. which can be used by the Owners Corporation in whole or in part to comply with any of the Owner's obligation under this by-law if the Owner unreasonably refuses or delays in complying.

Clauses 3.1.4(a),(c), (d) and (e) of this Part 3.1 do not apply to Works already installed at the time of this by-law being made.

**PART 3.2**  
**During installation**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- a) use duly licensed employees, contractors or agents to conduct the Works;
- b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- c) use reasonable endeavour to cause as little disruption as possible;
- d) perform the Works during times reasonably approved by the Owners Corporation;
- e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

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

- a) notify the Owners Corporation that the Works have been completed;
- b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with;
- f) the Owners Corporation must return the Bond or balance remaining to the Owner in accordance with Schedule 1.

Clause 3.3(a) and (d) of this Part 3.3 do not apply to Works installed prior to this by-law being made.

### **PART 3.4**

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

The Owner:

- a) must maintain, replace and keep in good and serviceable repair the Works installed by them;
- b) must maintain and upkeep those parts of the common property in contact with the Works;
- c) remains liable for any damage to lot or common property arising out of the Works; and



- d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Works and without limitation of any liability.

For clarity this Part 3.4 applies to all Works installed prior to an after this by law being made.

### **PART 3.5**

#### **Failure to comply with this by-law**

If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) recover the costs of such work from the Owner; and
- c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection or certification.

### **PART 3.6**

#### **Applicability**

- 3.6 For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the Lot.

### **PART 3.7**

#### **Invalidity, severability**

- 3.7.1 If any one or more of the provisions contained in this by-law shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable.
- 3.7.2 If this by-law is void, whether in whole or in part, then the Owners Corporation and the Owner shall, as is necessary, either:
- (a) prepare and register an amendment to this by-law; or
  - (b) prepare an entirely new by-law,

to effect and complete the intention of the Owner and Owners Corporation as evidenced by this by-law.

## **SCHEDULE 1**

### **Application for release of Security Bond**

#### **1. Application to release funds under Security Bond**

- 1.1 The Owner must make written application the Bondholder to release an amount of money from the Security Bond and direct same for payment.
- 1.2 An application must not be made until the completion of the Works and the inspection of the completed Works has been made by the Owners Corporation under Part 3.3(d).

#### **2. Payment to Owner**

- 2.1 Subject to clause 2.2 below, the Bondholder must pay out the amount of money as directed in the application referred to in clause 1.1.
- 2.2 The Owners Corporation may within fourteen (14) days of the Owners application for release of moneys held under the Security Bond, notify the Bondholder in writing that it disputes the amount sought by the Owner to be released.
- 2.3 If the Owners Corporation gives written notification to the Bondholder that it disputes the amount claimed for release by the Owner:
  - (a) the Owners Corporation must serve a notice of dispute on the Owner and serve a copy of that notice on the Bondholder (failing which the Bondholder may pay the requested amount to the Owner); and
  - (b) the Bondholder must withhold payment to the Owner until that dispute has been settled or determined under clause 4 below.

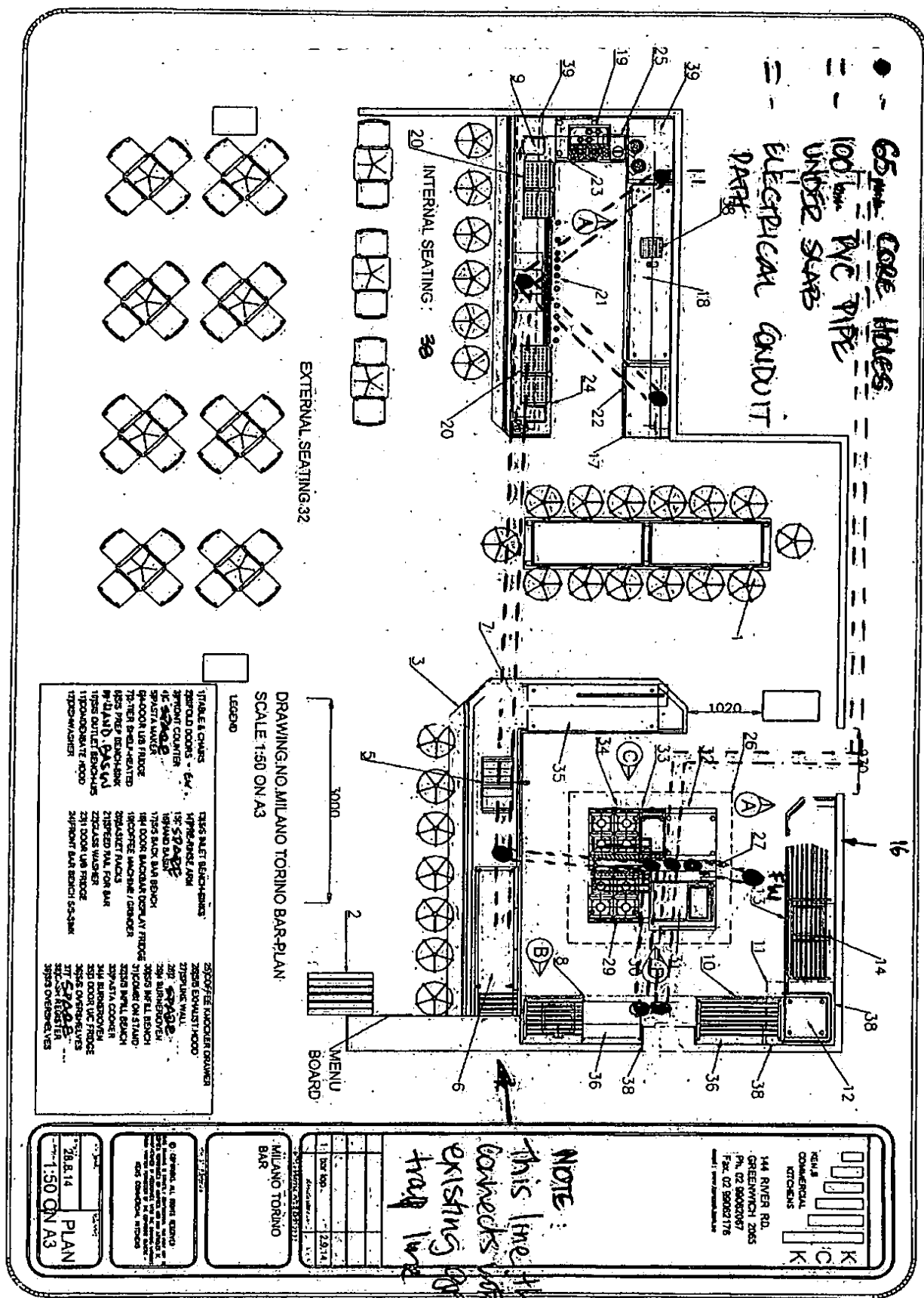
#### **3. During dispute**

The Owner and the Owners Corporation shall first use their best endeavours to resolve amicably, through mutual consultation between them without involving any third parties or resorting to court action, any disputes that may arise between them under or in connection with the Security Bond.

#### **4. Payment after dispute notice**

If the Owners Corporation has served a dispute notice under clause 2.2 and the dispute has been settled or judgment has been given by a court or other agreed forum ordering the payment of money, then the Bondholder must on being served with or obtaining a copy of that settlement agreement or judgment, pay out from the Security Bond (so far as it will extend) the amount of money agreed or determined as being payable, if any, under the settlement or judgement.

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**Strata Plan 79951**  
**ANNEXURE**

**SPECIAL BY-LAW NUMBER 5**

**WORKS and EXCLUSIVE USE**

**SPECIALLY RESOLVED** that the Owners – Strata Plan No. 79951 pursuant to section 52 of the Strata Schemes Management Act 1996 to make a by-law on the following terms:

**PART 1**  
**GRANT OF RIGHT**

- 1.1 An Owner has the right to carry out the Works at its own cost subject to Part 3 of this by-law. The Purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made.
- 1.2 The Owner has the exclusive use of the Exclusive Use Area.


**PART 2**  
**DEFINITIONS & INTERPRETATION**

In this by-law, unless the context otherwise requires or permits:

- a) **Act** means Strata Schemes Management Act 1996
- b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
- c) **Bond** means a cheque in an amount to be determined by the Executive Committee, make payable to The Owners – Strata Plan No. 79951 and held in accordance with Schedule 1.
- d) **Council** means City of Sydney Council.
- e) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- f) **Insurance** means:
  - i. Contractors all risk insurance in the sum of \$10,000,000;
  - ii. Workers compensation insurance.
- g) **Lot** means any lot in strata plan 79951.
- h) **Owner** means the owner of Lot 7 from time to time.
- i) **Owners corporation** means the owners corporation created by the registration of strata plan registration no. 79951.
- j) **Works** mean the installation of mechanical exhaust ventilation and installation of pipes (including core holes) for gas lines, drainage and related electrical conduits on common property in the location identified in the plans annexed hereto and marked "A-1" "A-2", "A-3", "A-4" and "A-5" and installation of such meterage that is capable of identifying the quantity of water and/or gas being consumed by the occupier of the subject lot.

In this by-law, unless the context otherwise requires:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders
- c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996 and Strata Schemes (Leasehold Development) Act 1986; and
- d) references to legislation includes references to amending and replacing legislation.

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**PART 3  
CONDITIONS  
PART 3.1**

**Before Commencement**

- 3.1.1 The Owner of a Lot is not required to undertake the Works or take possession of the Exclusive Use Area contemplated in this by-law.
- 3.1.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works and take possession of the Exclusive Use Area under this by-law.
- 3.1.3 The Owner jointly and severally warrants, at all times:
- (a) **(financial resources)** it has or may obtain the financial resources to conduct the Works and indemnify the Owners Corporation pursuant to the terms of this by-law;
  - (b) **(insurances)** it shall maintain the insurances referred to in clause 3.2(n) in accordance with this by-law to prevent any actual or perceived detriment to the Owners Corporation;
  - (c) **(no contravention)** the Owner shall not contravene any of the provisions of any law to which it is subject or any requirements of any Authority to which it or the Owners Corporation is or may be subject;
  - (d) **(structural integrity etc )** the Owner or its employees, agents or servants shall not risk or compromise the structural integrity, fire rating, sound or other insulation of the Building;
  - (e) **(health & safety)** the Owners or its employees, agents or servants shall not create, cause, maintain or permit any health or safety hazard; and
  - (f) **(heritage)** the Owner shall ensure that the heritage fabric and theme of the Building is preserved.

3.1.4 Before commencement of the Works the Owner must:

- a) obtain approval for the location, type and size of the Works from the owners corporation, such approval not to be unreasonably withheld;
- b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- d) effect and maintain Insurance and provide a copy to the Owners Corporation;
- e) provide the Bond to the Owners Corporation which;
  - a. the Owners Corporation's strata managing agent will deposit into the trust account for Strata Plan 79951; and
  - b. which can be used by the Owners Corporation in whole or in part to comply with any of the Owner's obligation under this by-law if the Owner unreasonably refuses or delays in complying.

Clauses 3.1.4(a),(c), (d) and (e) of this Part 3.1 do not apply to Works already installed at the time of this by-law being made.

**PART 3.2  
During installation**

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Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- a) use duly licensed employees, contractors or agents to conduct the Works;
- b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- c) use reasonable endeavour to cause as little disruption as possible;
- d) perform the Works during times reasonably approved by the Owners Corporation;
- e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

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

- a) notify the Owners Corporation that the Works have been completed;
- b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with;
- f) the Owners Corporation must return the Bond or balance remaining to the Owner in accordance with Schedule 1.

Clause 3.3(a) and (d) of this Part 3.3 do not apply to Works installed prior to this by-law being made.

### **PART 3.4**

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

The Owner:

- a) must maintain, replace and keep in good and serviceable repair the Works installed by them;
- b) must maintain and upkeep those parts of the common property in contact with the Works;
- c) remains liable for any damage to lot or common property arising out of the Works; and

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- d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Works and without limitation of any liability.

For clarity this Part 3.4 applies to all Works installed prior to an after this by law being made.

### **PART 3.5**

#### **Failure to comply with this by-law**

If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- a) carry out all work necessary to perform that obligation;
- b) recover the costs of such work from the Owner; and
- c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection or certification.

### **PART 3.6**

#### **Applicability**

- 3.6 For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the Lot.

### **PART 3.7**

#### **Invalidity, severability**

- 3.7.1 If any one or more of the provisions contained in this by-law shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable.
- 3.7.2 If this by-law is void, whether in whole or in part, then the Owners Corporation and the Owner shall, as is necessary, either:
- (a) prepare and register an amendment to this by-law; or
  - (b) prepare an entirely new by-law,
- to effect and complete the intention of the Owner and Owners Corporation as evidenced by this by-law.

11/17  


## **SCHEDULE 1**

### **Application for release of Security Bond**

#### **1. Application to release funds under Security Bond**

- 1.1 The Owner must make written application the Bondholder to release an amount of money from the Security Bond and direct same for payment.
- 1.2 An application must not be made until the completion of the Works and the inspection of the completed Works has been made by the Owners Corporation under Part 3.3(d).

#### **2. Payment to Owner**

- 2.1 Subject to clause 2.2 below, the Bondholder must pay out the amount of money as directed in the application referred to in clause 1.1.
- 2.2 The Owners Corporation may within fourteen (14) days of the Owners application for release of moneys held under the Security Bond, notify the Bondholder in writing that it disputes the amount sought by the Owner to be released.
- 2.3 If the Owners Corporation gives written notification to the Bondholder that it disputes the amount claimed for release by the Owner:
  - (a) the Owners Corporation must serve a notice of dispute on the Owner and serve a copy of that notice on the Bondholder (failing which the Bondholder may pay the requested amount to the Owner); and
  - (b) the Bondholder must withhold payment to the Owner until that dispute has been settled or determined under clause 4 below.

#### **3. During dispute**

The Owner and the Owners Corporation shall first use their best endeavours to resolve amicably, through mutual consultation between them without involving any third parties or resorting to court action, any disputes that may arise between them under or in connection with the Security Bond.

#### **4. Payment after dispute notice**

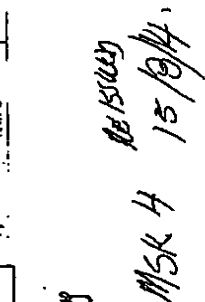
If the Owners Corporation has served a dispute notice under clause 2.2 and the dispute has been settled or judgment has been given by a court or other agreed forum ordering the payment of money, then the Bondholder must on being served with or obtaining a copy of that settlement agreement or judgment, pay out from the Security Bond (so far as it will extend) the amount of money agreed or determined as being payable, if any, under the settlement or judgement.

12/17  
88





13 | 17



DESIGN BY B.L. LARSEN  
S. ILMU MEKANSIST BUILDING

4/13/81

5. WEALTHS  
ABEACHMAN  
VENTILATION

14/17

8

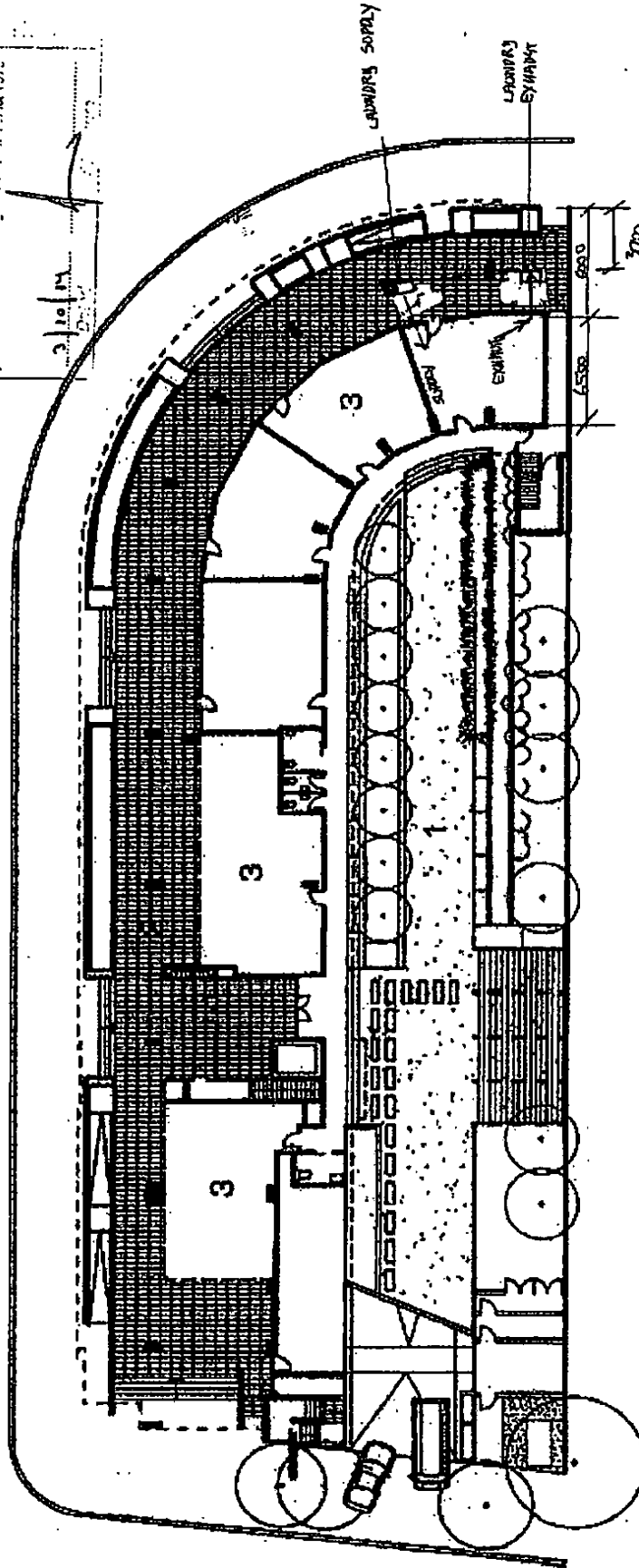
"A-3"

OF

Development and construction subject to conditions of development

Environmental Planning and Assessment Act 1979

2/10/14



SCALE 1:250

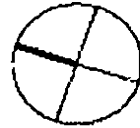
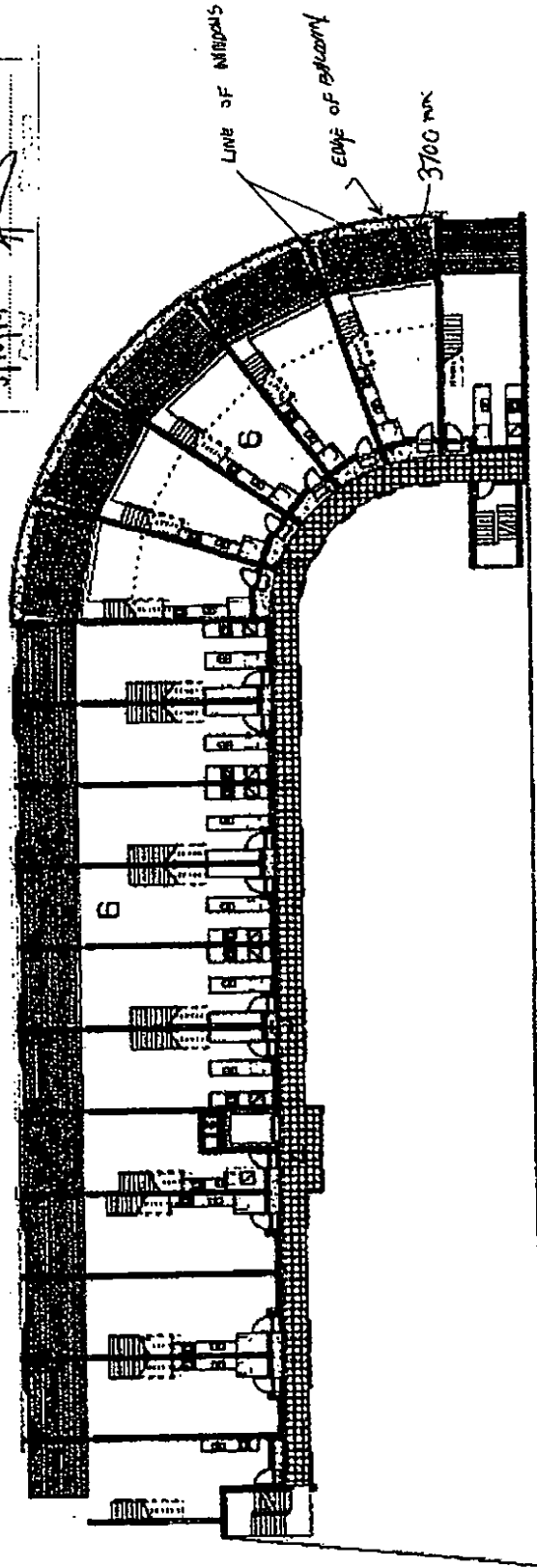
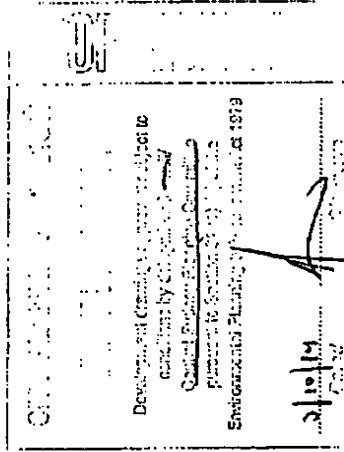
D/2014/825 2A-37 EASON ROAD  
 ROSEBERY  
 MECHANICAL VENTILATION  
 15/9/14  
 M/SK 1

Bruce Worthington  
 and Associates  
 Chartered Professional Engineer  
 Membership No. 105019

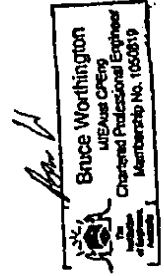
ound floor plan

15/17

A-4



0 2014/323 24-37 EPSON ROAD  
 ROSEBERY  
 MECHANICAL VENTILATION  
 MSK2 15/9/14



first and third floor plan

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

[illegible]

Development drawings conveyed subject to conditions by designated ~~Company~~

General Secretary's Committee

NOTES:-  
ALL AREAS ARE APPROXIMATE & SHOULD NOT BE USED FOR ANY OTHER PURPOSE. Act 1979  
THAN THIS PLAN.  
C.P. COMMON PROPERTY

CL DENOTES LINE OF 2 1/2 IN  
CENTRE-LINE OF COLUMN  
LUFV - LINE NORTH FACE WALL  
LSPV - LINE SOUTH FACE WALL  
LES - LINE OF EDGE OF SLAB  
CEN - CENTRE TOTAL AREA

A.G.A.

[illegible]

THESE SPAN  
DIAGRAM  
NOT TO SCALE

[illegible]

50705:-

**GROUND FLOOR**

THE STRATA OF THE TERRACES EXTEND TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS EXCEPT WHERE COVERED.

LOTS 4, 5, 6 & 7 ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THEIR RESPECTIVE FLOOR SLABS.

**Revised**

SECRET

Surveyor's Ref : 28035PW EPSOM

Subdivision No.:

SP79951

18.12.2007

07	19	078	0:1	023	05:	000	10	7:50	1	251	07:	0:7	022	011	0:
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7/7

Form: 15CB  
Release: 3-2

**CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 199  
Real Property Act 1900



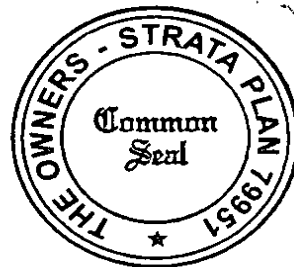
**AK950401D**

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

(A) TORRENS TITLE	For the common property CP/SP79951		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any PETER CLISDELL PTY LTD DX 25304 ROCKDALE 02) 9556 5222	CODE
	1W	Reference: 79951	CB

- (C) The Owners-Strata Plan No. 79951 certify that pursuant to a resolution passed on 21 November 2016 and
- (D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. 18  
Added by-law No. 57 and SPECIAL BY-LAW 6  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

REFER TO ATTACHED ANNEXURE "A"



- (F) The common seal of the Owners-Strata Plan No. 79951 was affixed on 23 November 2016 in the presence of—

Signature(s):

Name(s): Grace Chalmers

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

## **By-Law No.57 – Pets**

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### **1.0 Repeal 18**

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- 1.1 The owners corporation repeals existing by-law 18 and replaces it with the by-law set out in clause 2.

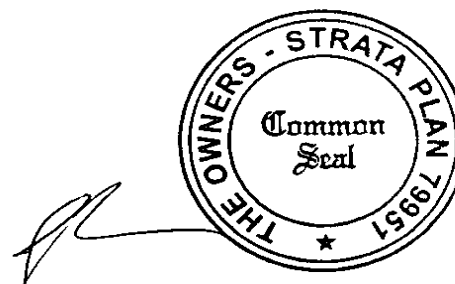
### **2.0 New Pets By-Law**

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- 2.1 The new by-law 18 is as follows:

#### **57 Pets**

- (1) Subject to section 49 (4) of the *Strata Schemes Management Act* 1996, an owner or occupier of a lot must not, without the written approval of the owners corporation (which may be given or withheld in the owners corporation's absolute discretion), keep a large animal on the lot or the common property.
- (2) An owner or occupier of a lot may keep an animal (that is not a large animal) in their lot, but only if:
  - (a) the animal is registered with the relevant authority and the owner or occupier first provides evidence of this to the owners corporation (or its executive committee);
  - (b) the animal is de-sexed;
  - (c) that owner or occupier keeps the animal within the lot; and
  - (d) that owner or occupier carries the animal when it is on or crossing the common property; and
  - (e) that owner or occupier takes such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (3) An owner or occupier may keep a second animal in their lot with the written approval of the owners corporation (which may be given or withheld in the owners corporation's absolute discretion).
- (4) In this by-law:
  - **"large animal"** means a dog whose weight will exceed 15kg at maturity.



## **Special By-Law No.6- No Real Estate Signs**

### **1. Introduction**

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- 1.1 The purpose of this by-law is to prohibit any real estate signs anywhere within the parcel, including in or on a Lot or Common Property, so that the Owners Corporation can control the appearance of the Strata Scheme.

### **2. Definitions & interpretation**

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- 2.1 In this by-law:

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

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

**"Owner"** means the Owner of a Lot.

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

**"Parcel"** has the same meaning as that given to it in section 5(1) of the *Strata Schemes (Freehold Development) Act 1973*.

**"Real Estate Sign"** means any sign or notice visible from outside a Lot advertising or notifying people of the sale or lease of any Lot.

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

### **3. Real Estate Signs**

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- 3.1 No Owner or Occupier or person authorised or acting for them may erect, install or keep any Real Estate Sign anywhere in or on the Parcel, including in or on a Lot or any Common Property.
- 3.2 If any Owner breaches any condition of this by-law and fails to rectify that breach (by removing the Real Estate Sign or otherwise) within 7 days of service of a written notice from the Owners Corporation, then the Owners Corporation may:
- (a) rectify any such breach, including by removing any Real Estate Sign,

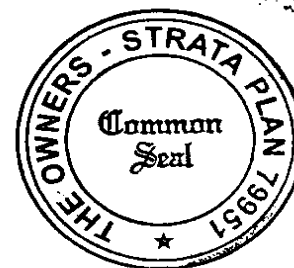




- (b) enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- (c) recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

3.3 Nothing in clause 3.2 restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

3.4 If any provision of this by-law is void, unenforceable or illegal, then that provision will be severed from this by-law and the rest of this by-law will be read as if that provision was not part of this by-law.



A handwritten signature in black ink, consisting of a stylized 'P' followed by a horizontal line.

*INFOTRACK PTY LIMITED*

*GPO BOX 4029*

*SYDNEY NSW 2001*

## **PLANNING CERTIFICATE**

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

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<b>Applicant:</b>	INFOTRACK PTY LIMITED
<b>Your reference:</b>	230504
<b>Address of property:</b>	29-37 Epsom Road , ROSEBERY NSW 2018
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 79951
<b>Description of land:</b>	Lot 10 DP 1118272, Lots 1-53 SP 79951, Lots 55-58 SP 79951, Lots 62-85 SP 79951
<b>Certificate No.:</b>	202331089
<b>Certificate Date:</b>	17/02/23
<b>Receipt No:</b>	
<b>Fee:</b>	\$53.00
<b>Paid:</b>	17/02/23

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### **CERTIFICATE ENQUIRIES:**

Ph: 9265 9333

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

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**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries

**PROPOSED ZONING**

**Employment Zones Reform Implementation**

*On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that*

*includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).*

This property is not affected by a draft zone.

## **LOCAL PLANNING CONTROLS**

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012**  
**NSW Legislation Website.**

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

### **Planning Proposal – Performance Standards for Net Zero Energy Buildings**

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

### **Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:**

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

### **Planning Proposal: Affordable Housing Program Update 2022:**

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green

Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

## HERITAGE

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

[www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

### **State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

## **State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

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

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

## **State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

## **State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

## **State Environmental Planning Policy (Housing) 2021**

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

#### **State Environmental Planning Policy (Planning Systems) 2021**

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

#### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.

- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

### **State Environmental Planning Policy (Industry and Employment) 2021**

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

### **State Environmental Planning Policy (Resources and Energy) 2021**

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

### **State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021**

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in



the Eastern Harbour City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

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**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)**

**(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006***

This SEPP does not apply to the land.

**(3) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 <sup>th</sup> November 2021	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 <sup>th</sup> May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	<b>NO</b>

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1<sup>st</sup> July 2021.

**(4) Complying Development**

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Clause 1.12 does not apply to the land in the City of Sydney LGA

### **Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	<b>NO</b>
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	<b>NO</b>
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	<b>NO</b>
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	<b>NO</b>
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	<b>NO</b>
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	<b>NO</b>
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	<b>NO</b>
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	<b>NO</b>
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	<b>NO</b>
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	<b>NO</b>

▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	<b>NO</b>
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	<b>NO</b>
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	<b>NO</b>
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	<b>NO</b>

### **Housing Internal Alterations Code**

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

### **Commercial and Industrial Alterations Code**

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

### **Subdivisions Code**

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

### **Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

### **General Development Code**

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

### **Demolition Code**

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

#### (5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

#### All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

#### (6) Affected building notices and building product rectification orders

- (1)
  - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
  - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

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

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

#### (7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

#### (8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

#### (8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

#### (9) Flood related development controls information.

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

Property is within the flood planning area	<b>NO</b>
Property is outside the flood planning area	<b>NO</b>
Property is within a buffer zone	<b>UNKNOWN</b>

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

Property is between the flood planning area and probable maximum flood.	<b>YES</b>
Property is outside the flood planning area and probable maximum flood	<b>NO</b>
Property is within a buffer zone	<b>NO</b>

(3) In this section

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

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

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

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

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

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner (or any previous owner) of the land has not 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).

**Note.** “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 *does not* apply to the land *to which the certificate relates*.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

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

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

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) The land to which the certificate relates **is** the subject of a **site audit statement** within the meaning of that act, a copy of which has been provided to Council.

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#### PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

**For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.** Planning certificate section 10.7 (2), local planning controls are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)

#### General Enquiries:

Telephone: 02 9265 9333

#### Town Hall House

Level 2

Town Hall House



456 Kent Street  
Sydney

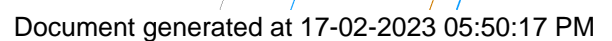
8am – 6pm Monday - Friday

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*

*Chief Executive Officer  
City of Sydney  
G.P.O. Box 1591  
Sydney NSW 2000*

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## Page 1

# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

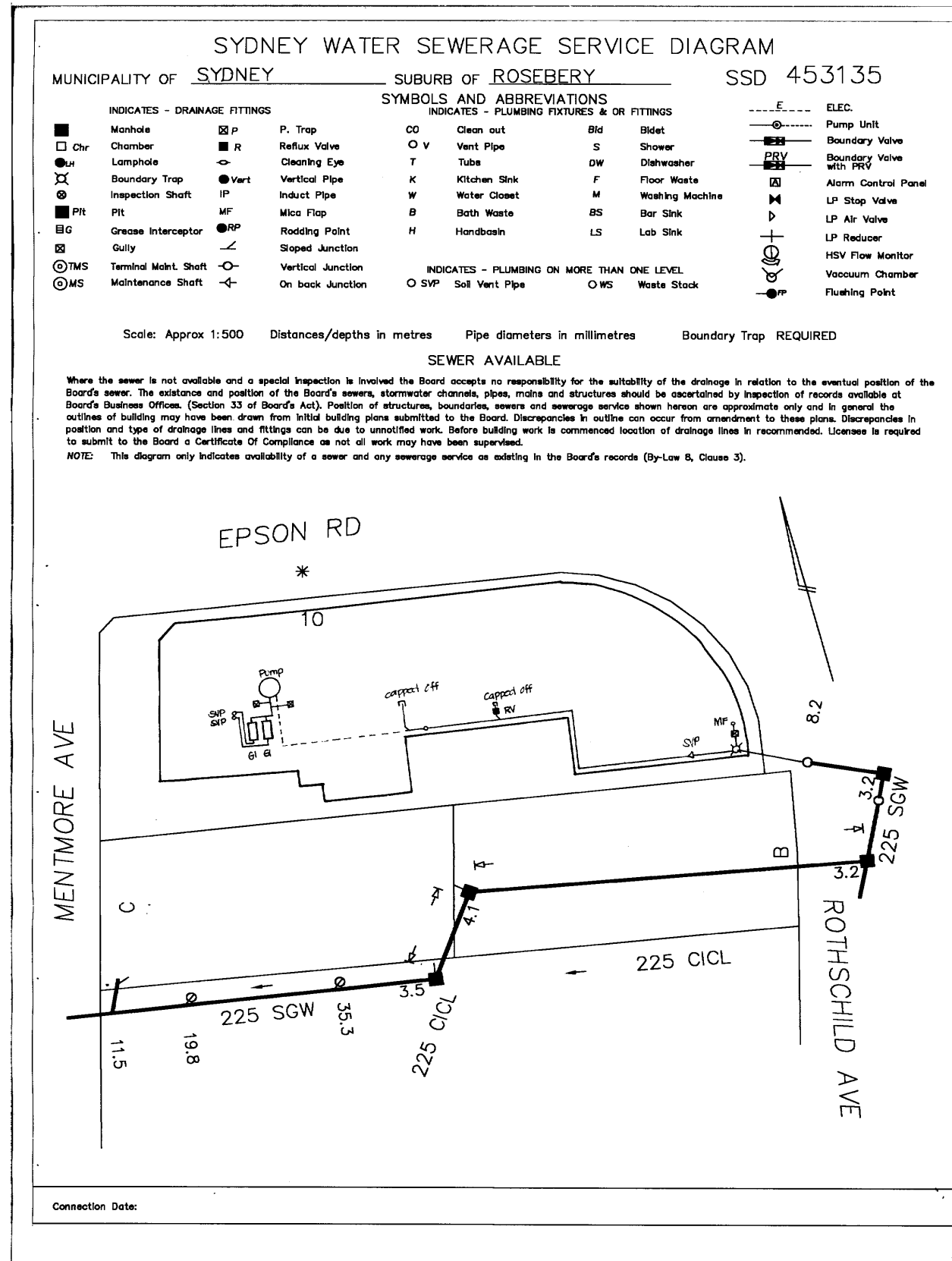
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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# Sewer Service Diagram

Application Number: 8002271943



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## Disclaimer

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