

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 121202875	NSW DAN:
vendor's agent	Infinity Property Agents 38 112 McEvoy Street Alexandria NSW 2015		Phone: 0413 811 979 Fax:
co-agent			Ref: Calvin Lee
vendor	Xuefan Hu		
vendor's solicitor	Lexsons Law Firm Level 7 1 O'Connell Street Sydney NSW 2000		Phone: 0290486888 Fax: 0290486899
date for completion	42 days after the contract date	(clause 15)	Email: chelsea.sun@lexsons.law Ref: 230283
land	21/564-576 RAILWAY PDE HURSTVILLE NSW 2220		
(Address, plan details and title reference)	Lot 21 in Strata Plan 63181 21/SP63181		
	<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 checked="" 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 type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input 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			Phone:	
			Fax:	
Price	\$		Ref:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

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

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

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed By _____</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p>Signed By _____</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</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>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</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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_____ Name of authorised person	_____ Name of authorised person												
_____ Office held	_____ Office held												

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 an *GSTRW payment*  
(residential withholding payment)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

Strataopt Pty Ltd

PO Box A7, SYDNEY SOUTH NSW 1235

Ph: 02 9283 3891

E: Info@strataopt.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes 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 served 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

21/564-576 RAILWAY PDE HURSTVILLE 2220

## **SPECIAL CONDITIONS**

**These are the special conditions to the contract for the sale and purchase of land 2022 edition**

### **33) ENTIRE AGREEMENT**

- a) The purchaser acknowledges that the provisions of this contract (including the annexures hereto) constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this contract binding on the parties hereto with respect to any matter to which this contract relates.
- b) Notwithstanding any provisions to the contrary, the purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made relating to the property and all services and installations provided to it before entering into this contract and that he does not rely on any warranties or representations made to him by or on behalf of the vendor or by the vendor's agent.
- c) The purchaser further acknowledges that the vendor is entering into this contract relying on the purchaser's acknowledgments, statements and representations contained in this clause.

### **34) INCONSISTENCIES AND INTERPRETATION**

- a) If there are any inconsistencies between these special conditions and the standard provisions of the contract, these special conditions shall prevail to the extent of the inconsistency. Unless otherwise stated herein, whenever a clause of the standard conditions is deleted pursuant to these special conditions, the numbering (and only the numbering) of the said deleted clause of the standard conditions shall be regarded as having remained in place so that the numerical orders of the subsequent clauses, and hence any cross-references to clauses in this contract will not be affected by such deletion. For the sole purpose of illustration and without affecting the other contents of this contract, if clause 30 is deleted, the clause immediately following it shall be clause 31.

### **35) AMENDMENTS TO STANDARD CONDITIONS**

The contract is amended as follows:

- a) Clause 1, definition of "adjustment date" is amended by inserting the words "or the date for completion stated on the front page of the contract" at the end of the definition.
- b) Clause 1, definition of "bank" is amended by deleting the words "a building society or a credit union".
- c) Clause 1, definition of "business day" is amended by adding the words "Before 5pm of" before the start of the definition.
- d) Clause 1, definition of "requisition" is amended by replacing the words "but the term does not include a claim" with the words "and the term extends to and includes a claim".
- e) Clause 1, definition of "settlement cheque" is amended by deleting the second bullet point.
- f) Clause 2.4.3 is amended by replacing the words "if requested by the vendor or the depositholder, providing evidence of that transfer" with "must provide evidence of that transfer to the vendor and the depositholder within 1 business day of the electronic funds transfer being made".
- g) Clause 2.5.3 is amended by replacing "third business day" with "second business day".
- h) Clause 2.5 is amended by deleting the last sentence.

- i) Clause 4.5 is amended by replacing “must within 7 days” with “may within 10 business days after the contract date or the expiry of the cooling off period, whichever is the later”.
- j) Clause 4.8 is amended by adding the following words at the end of the sentence “together with any documents that the vendor may reasonably require to substantiate the change in the transferee”.
- k) Clause 5.1 is deleted.
- l) Clause 5.2.1 & 5.2.2 is amended by replacing “21 days” with “3 days”.
- m) Clause 6.1 is amended by replacing the words “and whether substantial or not” with the words “but only if the error or misdescription is substantial and not beknown to the purchaser prior to the entering into the contract”.
- n) Clause 7.1 is amended by deleting the words “in the case of claims that are not claims for delay”.
- o) Clause 7.1.1 is deleted.
- p) Clause 7.2.2 is amended by inserting the words “if both parties agree” at the start of the sentence.
- q) Clause 7.2.4 is amended by the deletion of the words “and the costs of the purchaser”.
- r) Clause 8.1.1 is amended by the deletion of the words “on reasonable grounds”.
- s) Clauses 8.1.1, 8.1.2 and 8.1.3 are amended by replacing the words “requisitions” wherever appearing with “requisition or claim for compensation”.
- t) Clause 8.1.2 is amended by deleting the words “and those grounds”.
- u) Clause 8.1.3 is amended by replacing the figure “14” with the figure “7”.
- v) Clause 8.2.2 is deleted.
- w) Clause 8.2.3 is deleted.
- x) Clauses 10.1.8 and 10.1.9 are amended by replacing the word “substance” with “existence” and the word “disclosed” with “noted”.
- y) Clause 10.1.8 is amended by adding the word “or covenant” at the end of the clause before the word “; or”.
- z) Insert the following clause 10.4 in the contract: - “10.4 A matter or thing is disclosed in this contract if its existence is disclosed, noted or referred to in anything attached to this contract.”
- aa) Clause 11.1 is deleted and replaced by “The purchaser must comply with any and all outstanding work order at its own expenses.”
- bb) Clause 12.2 is amended by deleting the bracketed words.
- cc) Clause 13.7.1 is amended by adding the words “it will not do anything, including” in the first line after the words “the purchaser promises that”.
- dd) Clause 13.7.1 is amended by adding the words “to do anything, including intend” after the words “the purchaser does not intend”.
- ee) Clause 13.8 is deleted.
- ff) Clause 13.13 is amended by replacing “5 business days” with “1 business day”.
- gg) Clause 13.13 is amended by replacing “2 business days” with “1 business day”.
- hh) Clause 14.2.1 is amended by replacing “2 business days” with “3 business days”.
- ii) Clause 14.4 is amended by deleting the word ‘not’ and replacing ‘but’ with ‘and’.
- jj) Clause 14.4.2 is deleted.
- kk) Clause 14.6 is amended by replacing the words “on a proportional area basis” with “on a percentage basis using the formula of (land tax taxable value of the Property) ÷ (total aggregated land value of all properties as shown on the vendor’s land tax assessment notice)”
- ll) Clause 14.8 is amended by replacing the word “vendor” with “purchaser” and adding “but not completed” after the words “contract date”.
- mm) Clause 16.4 is amended by replacing the words “by completion” with “on or before completion”, and adding “and the purchaser must accept that a cleared land tax certificate is to

be provided by the vendor within 15 business days after the date for completion, and the purchaser must not make any claims or requisition or delay the date for completion.” at the end of the sentence.

- nn) Clause 18.4 is amended by adding the following words at the end of the sentence "and immediately after entering into possession of the property, the purchaser indemnifies the vendor and waives any claim of occupier's liability against the vendor."
- oo) Clause 18.7 is amended by replacing the words “none is payable” with “the weekly rent payable is to be 0.25% of the purchase price”.
- pp) Insert the following clause 18.8 in the contract: “18.8 The purchaser cannot make a claim or requisition or delay the date for completion after entering into possession of property”.
- qq) Clause 20.6 is amended by adding the following words at the end of the clause “This clause also applies to any documents served to a party after rescission or termination of the contract, including but not limited to court documents”.
- rr) Clause 23.6.1 is deleted and replaced with “The vendor is only liable for it if it was levied before the contract date and the payment due date (including instalment due dates) is due on or before the contract date. The purchaser is liable for it if the payment due date (including instalment due dates) is after the contract date.”
- ss) Clause 23.9 is deleted.
- tt) Clause 23.13 is deleted and replaced with “The purchaser must on its own accord and at its own expense order an information certificate (issued after the contract date in relation to the lot, the scheme or any higher scheme) and provide a copy of the certificate to the vendor at least 3 business days before the date for completion.”
- uu) Clause 23.14 is deleted.
- vv) Clause 23.17 is deleted.
- ww) Clause 24.4.3 is amended by replacing the words “at least 2 business days” with “on the date for completion”.
- xx) Clause 28 is deleted.
- yy) Clause 30.9 is amended by deleting the words “by cash (up to \$2,000) or”.
- zz) Clause 31.2 is amended by replacing “5 business days” with “1 business day”.
- aaa) Clause 31.3 is amended by replacing “2 business days” with “1 business day”.
- bbb) Clause 32 is deleted.

### **36) VENDOR’S AGENT**

- a) The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale, other than the Vendors agent or co-agent, if any, listed on the front page of this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty. This clause shall not merge on completion.

### **37) PRESENT CONDITION AND STATE OF REPAIR**

- a) The purchaser acknowledges and accepts that the property, together with any appurtenances thereto, is sold in its present condition and state of repair and subject to all defects, if any, as regards to design, construction, state of repair or otherwise, whether latent or patent, any



infestation and dilapidation, and all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and the purchaser must not make any objection, requisition, claim or be entitled to delay completion, rescind or terminate this contract in relation to any or all the matters in this clause, or to require the Vendor to do any rectifications or improvements to the property.

- b) The purchaser agrees to accept the furnishings and chattels included in the sale of the property in their existing condition and state of repair, subject however to fair, wear and tear and to breakdown, and shall make no objection, requisition or claim in respect thereof.

### **38) NO WARRANTY**

- a) The purchaser agrees that the vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations. The vendor makes no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

### **39) RESCISSION**

- a) A party to this contract:
  - i) If it is a corporation and before completion:
    - (1) It enters into a scheme or makes any arrangement for the benefit of creditors;
    - (2) An order is made to wind up the party;
    - (3) A liquidator, administrator or official manager is appointed in respect of the party;
    - (4) A mortgagee enters into possession of all or a substantial part of the assets of the party;
    - (5) It is deemed by any relevant legislation to be unable to pay its debts; or
    - (6) A receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the party;then the other party may terminate this contract and clause 9 applies.
  - ii) If it is an individual who before completion:
    - (1) Dies or becomes mentally ill, then the other party may rescind this contract and clause 19 applies; or
    - (2) Is declared bankrupt then the other party may terminate this contract and clause 9 applies.

### **40) VENDOR'S RIGHT TO RESCIND**

- a) Notwithstanding the provisions of clauses 6 and 7 of this contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of this contract entitling the vendor to rescind this contract.

### **41) INTEREST**

- a) If, through no fault of the vendor, the purchaser fails to complete this contract on the date for completion by the time specified in this contract, without prejudice to all other rights and remedies of the vendor and in addition to the balance of the purchase money, the purchaser must pay to the vendor on completion a sum calculated at 12% per annum on a daily basis (including the date due for completion and the actual date of completion) on the purchase price.

- b) The parties further agree that if this contract is terminated due to the default of the purchaser, interest is to be calculated at 12% per annum on a daily basis and compounded monthly for any monies owing under the contract during the period of default until the actual date of payment (including for the period after this contract is terminated up till the satisfaction of any payment required under any judgment or court order or settlement agreement between the parties), without affecting any other rights of the vendor.

#### **42) NOTICE TO COMPLETE**

- a) If a party fails to complete this contract on or before 4:00pm on the date for completion, the other party may serve a notice to complete requiring the defaulting party to complete and making the time for completion essential, requiring the other party to complete before 4.00pm on the day which is not less than 14 days after the date of service of the notice.
- b) If the vendor issues a notice to complete under this clause, the vendor shall be able to withdraw such notice and subsequently re-issue a further notice at any time.
- c) If a vendor serves a notice to complete upon the purchaser arising from a breach of terms of this contract by the purchaser, the purchaser must pay to the vendor on completion an amount of \$440.00 inclusive of GST to cover the legal expenses of the vendor. This payment shall not in any way limit the vendor's right to receive payment of any other damages arising from the purchaser's breach of this contract.

#### **43) DEPOSIT**

- a) Unless stated otherwise on the front page of this contract, the deposit is 10% of the price.
- b) If the purchaser requests for the 10% deposit to be paid in instalments, this request will only be deemed accepted by the vendor if there is a clause inserted in this contract detailing the timeframe for the payment of the deposit by instalments.
- c) If clause 43(b) applies, the purchaser agrees that if the purchaser defaults under this contract, the vendor is entitled to keep the deposit paid and recover any outstanding deposit from the purchaser, and the purchaser must immediately upon demand by the vendor pay the remaining balance of the 10% deposit.
- d) The vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser, and clause 9 applies, if the purchaser fails to pay the deposit or balance of the deposit within 2 business days of a demand to pay by the vendor.
- e) It is agreed that the right in this clause 43 shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any law to the contrary.
- f) This clause shall not merge on completion.

#### **44) RELEASE OF DEPOSIT**

- a) Notwithstanding any other clauses in this contract, the purchaser agrees to release to the vendor the deposit on the contract date or at such other time prior to completion as the vendor shall direct. This clause shall be full and irrevocable authority to the deposit holder to release such deposit. Should the deposit holder request for a written authority from the purchaser for the release, the purchaser must provide such authority within 1 business days from the deposit holder's request, failing in which the vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser.

#### **45) REQUISITIONS ON TITLE**

- a) The purchaser agrees that the only form of general requisitions on title the purchaser may serve on the vendor is in the form of requisitions on title annexed.

#### **46) CORPORATION AS PURCHASER**

- a) If the purchaser is a corporation:
  - i) The purchaser warrants that the purchaser is incorporated;
  - ii) The purchaser must ensure that two natural persons (where a minimum of one guarantor must be the director of the purchaser), acting as the purchaser's guarantors (the "Guarantors"), execute and deliver to the vendor's solicitor, with this contract, a guarantee and indemnity in the form of the Deed of Guarantee attached to this contract, guaranteeing to the vendor the observance by the purchaser of the terms of this contract;
  - iii) If the Deed of Guarantee attached to this contract was not executed on the contract date in accordance with Clause 46(b), the purchaser must cause the Guarantors to execute the Deed of Guarantee within 3 business days after the vendor demands for such execution by the Guarantors, failing in which the vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser, and clause 9 applies.
  - iv) The Guarantors indemnifies and agrees at all times hereafter to keep indemnified the vendor from and against all damages and losses which the vendor may suffer arising directly or indirectly out of any breach by the purchaser of any of the provision of this contract.
  - v) This clause shall not merge on completion.

#### **47) ADDITIONAL AND INCORRECT CALCULATIONS**

- a) The parties agree that if, on completion, any appointment of payments due to be made under this contract is overlooked, or incorrectly calculated, upon being requested to do so by the other party, they will make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable within 3 business days of such request. This clause shall not merge on completion.

#### **48) NON-ELECTRONIC TRANSACTION**

- a) If the purchaser requests that completion is not to be conducted as an *electronic transaction*, then completion may be effected in the Sydney CBD at a place nominated by the purchaser, and the purchaser must pay to the vendor on completion an amount of \$440.00 inclusive of GST to cover the vendor's legal and/or agency fees.

#### **49) CANCELLED OR RE-SCHEDULED SETTLEMENT**

- a) If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$440.00 inclusive of GST for each instance is payable by the purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

## **50) CAVEAT**

- a) The purchaser must not lodge any caveats against the title of the property unless the vendor has consented to it in writing. Should the purchaser lodge any caveats on the title of the property with the vendor's consent, it must withdraw such caveat within 2 business days after the contract is rescinded or terminated failing in which the purchaser must indemnify the vendor against or costs and damages incurred by the vendor in applying for a removal of the caveat. This clause shall not merge on completion.

## **51) BUILDING CERTIFICATE**

This clause applies if a building certificate is attached to this contract.

- a) The vendor does not warrant that the contents of copy of the building certificate attached to this contract are accurate or complete as at the date of this contract or that the vendor holds, or will be able to hand over at a completion, the original building certificate.
- b) For the purposes of the warranty under paragraph 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the purchaser acknowledges that, in respect of any matters that existed as at the date of the building certificate that might have justified the making of any upgrading order or demolition order in respect of any building or structure on the land (whether or not stated in the building certificate), that warranty is satisfied in respect of those matters by virtue of the issuing of the building certificate.
- c) The purchaser must not make any claims or requisition or delay the date for completion because of anything disclosed or referred to in the building certificate or in this contract.

## **52) SURVEY REPORT**

This clause applies if a survey report is attached to this contract.

- a) The vendor does not warrant that the copy of the survey report attached to this contract is accurate or complete at the date of this contract or that the vendor holds, or will be able to hand over at completion, the original survey report.
- b) For the purposes of the warranty under paragraph 1 of Schedule 2 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the vendor hereby discloses to the purchaser such encroachments by and upon the property as are disclosed or referred to in the survey report.
- c) For the purposes of the warranty under paragraph 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the purchaser hereby discloses to the purchaser such matters disclosed or referred to in the survey report as would justify the making of any upgrading order or demolition order in respect of any building or structure on the land.
- d) The purchaser must not make any claims or requisition or delay the date for completion because of anything disclosed or referred to in the survey report or in this contract or by reason of any encroachment by any dividing fences between the property and adjoining properties.

## **53) COOLING OFF PERIOD**

- a) The Purchaser agrees that should the Purchaser requests for any extensions of the cooling-off period, then on completion, the Purchaser must allow an amount of \$110.00 inclusive of GST for each cooling-off extension requested.

#### **54) FINANCE**

The purchaser:

- a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- b) warrants that it has secured finance for payment of the price in full; and
- c) acknowledges that the National Credit Code in Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth) has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

#### **55) GST**

- a) The purchaser warrants to the vendor that the property will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

#### **56) GOVERNING LAW**

- a) This contract is governed by and must be construed according to the laws of New South Wales.
- b) The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this contract and such remaining provisions shall remain in full force and effect.

## CONDITIONS OF SALE BY AUCTION

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

***Bidders Record*** means the Bidders Record to be kept pursuant to section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

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

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## DEED OF GUARANTEE

We, the Guarantors, being directors and/or shareholders and/or associated person of the Company (which is the Purchaser named in the Contract for the Sale and Purchase of Land of the Property between the Vendor and the Purchaser (“Contract”)) to which this Deed is annexed, in consideration of the Vendor at the Purchaser’s request agreeing to enter into the Contract, do hereby jointly and severally guarantee to the Vendor the due and punctual performance by the Purchaser of all of the terms and conditions of the Contract and jointly and severally covenant and agree that:

- 1) We will indemnify and keep indemnified the Vendor against any loss and damage however arising which the Vendor may suffer in consequence of any failure of the Purchaser to perform its or their obligations under the Contract.
- 2) This guarantee will not be affected or discharge by the granting to the Purchaser of any time or other indulgence or by any other consideration or transaction whereby our liability as guarantors would, but for the provisions of this guarantee, have been or be affected or discharged.
- 3) This guarantee will not be affected or discharged by the completion or termination of the Contract and our liability to the Vendor will continue until all monies payable by the Purchaser to the Vendor are paid in full, and will not be affected by the liquidation provisional or otherwise, or any other happening in relation to the Purchaser or its affairs or property whereby, but for this provision, our liabilities as guarantors would have been or be affected or discharged.
- 4) This guarantee will not be affected or abrogated by any variation to the Contract, whether made with or without our prior knowledge or subsequent notice to us, and we shall continue to be bound having regard to the terms of the Contract as they are at any time, and acknowledge and agree that any obligation to notify us of any proposed or actual variation to the Contract rests upon the purchaser and the Vendor has no obligations in that respect nor will its position be affected if notice is not given to us by the Purchaser.
- 5) Without limiting any preceding provision, none of the following circumstances (or any combination of them), will diminish or extinguish the enforceability of this guarantee against us:
  - a) Disposal by any Guarantors of his or her legal or beneficial ownership of any shares in the Purchaser;
  - b) Failure of the Vendor to exhaust all other avenues of remedy against the Purchaser before proceeding against us;
  - c) Appointment of a receiver and/or manager in respect of any of the property of the Purchaser;
  - d) Any abandonment, compromise or release (in whole or in part) of the Vendor’s rights against the Purchaser;
  - e) A ruling by a court of law or equity that the Contract or any part of it is void or unenforceable;  
or
  - f) The death or insolvency of any one or more of us.
- 6) Any monies payable by us to the Vendor:
  - a) Is payable on demand; and
  - b) If not paid when due will bear interest from the due date of payment to the actual date of payment at the interest rate referred to in the Contract (compounded yearly), which interest will be paid contemporaneously with the money on which it has accrued or is accruing and any



judgment for any such money will likewise bear interest from the date of judgment to the date of payment.

- 7) The enforceability of this guarantee against any Guarantors is not conditional upon the enforceability of this guarantee against all or any other Guarantor.

**Definitions:**

**Vendor:** .....

**Property:** .....

**Purchaser:** .....

**Guarantors:** .....

<b>Signed, sealed and delivered by the Guarantor and witnessed:</b>		
<b>Full Name</b>	<b>Capacity</b>	<b>Signature</b>
	Guarantor	
	Witness	

<b>Signed, sealed and delivered by the Guarantor and witnessed:</b>		
<b>Full Name</b>	<b>Capacity</b>	<b>Signature</b>
	Guarantor	
	Witness	



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 21/SP63181

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SEARCH DATE	TIME	EDITION NO	DATE
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11/8/2023	10:41 AM	7	27/2/2017

LAND

----

LOT 21 IN STRATA PLAN 63181  
AT HURSTVILLE  
LOCAL GOVERNMENT AREA GEORGES RIVER

FIRST SCHEDULE

-----

XUEFAN HU (TZ AJ642965)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP63181
- 2 AM190273 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

\* 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.

Hazlett Information Services 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.

Date and Time of Search: Fri Aug 11 10:44:09 2023

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP63181

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/8/2023	10:42 AM	12	31/5/2023

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63181  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HURSTVILLE  
LOCAL GOVERNMENT AREA GEORGES RIVER  
PARISH OF ST GEORGE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP63181

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 63181  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- ABSOLUTE STRATA MANAGEMENT  
PO BOX 478  
KOGARAH  
NSW 1481

SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1014645 RIGHT OF FOOTWAY 3 METRE(S) WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 3 DP1014645 EASEMENT FOR LANDSCAPING 3 METRE(S) WIDE APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 4 SP63181 POSITIVE COVENANT
- 5 AN149065 INITIAL PERIOD EXPIRED
- 6 AT128169 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

-----

STRATA PLAN 63181

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 93	2	- 81	3	- 94	4	- 61
5	- 81	6	- 79	7	- 92	8	- 93
9	- 79	10	- 93	11	- 78	12	- 77
13	- 78	14	- 55	15	- 56	16	- 78
17	- 77	18	- 94	19	- 79	20	- 79
21	- 60	22	- 94	23	- 81	24	- 94
25	- 81	26	- 80	27	- 81	28	- 91
29	- 57	30	- 82	31	- 81	32	- 95
33	- 80	34	- 81	35	- 61	36	- 96

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP63181

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 63181

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 84	38	- 97	39	- 84	40	- 83
41	- 84	42	- 94	43	- 58	44	- 85
45	- 84	46	- 99	47	- 83	48	- 84
49	- 62	50	- 99	51	- 87	52	- 99
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65	- 90	66	- 102	67	- 90	68	- 90
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73	- 90	74	- 105	75	- 90	76	- 90
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93	- 97	94	- 108	95	- 155	96	- 128
97	- 129	98	- 131	99	- 128	100	- 129
101	- 126	102	- 137	103	- 128	104	- 129
105	- 128	106	- 130	107	- 98	108	- 97
109	- 98	110	- 68				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

**\* 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.**

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LOCATION PLAN

SP63181

RAILWAY

PARADE

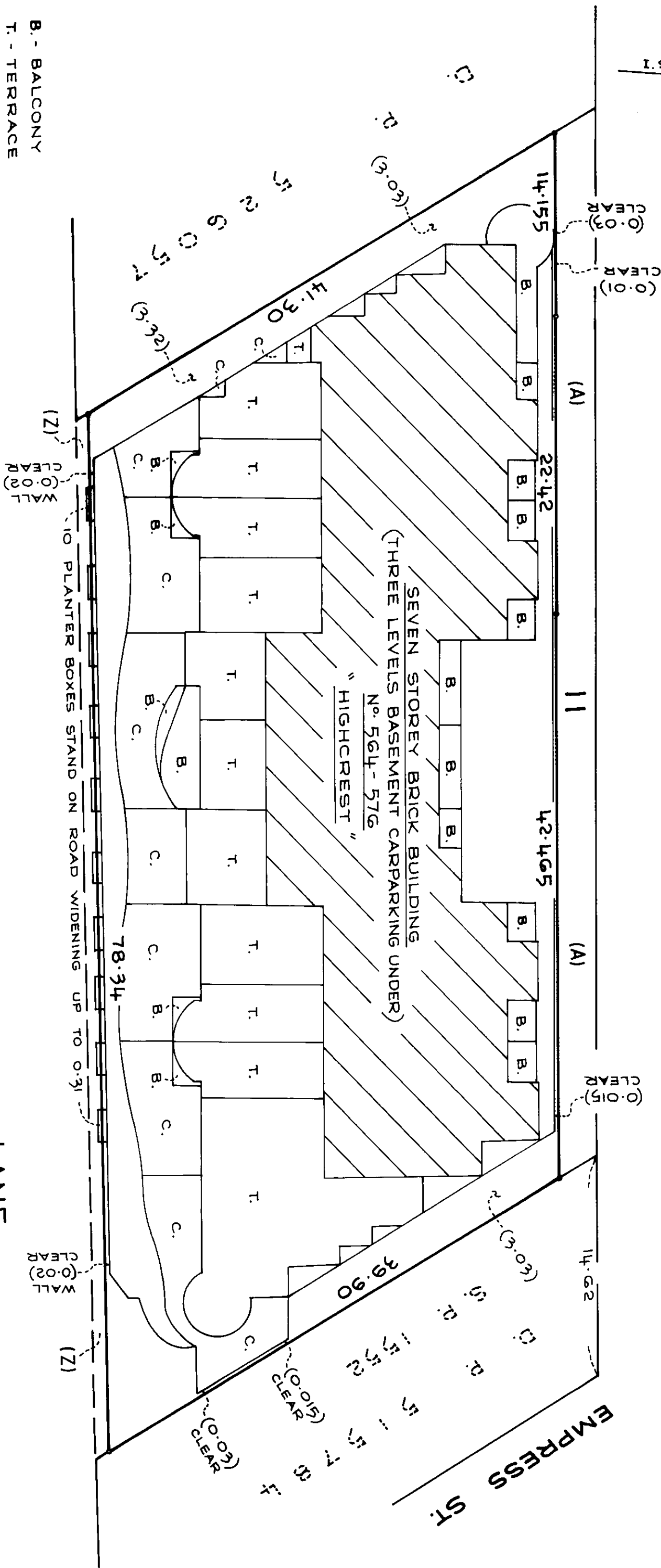


- B. - BALCONY
- T. - TERRACE
- C. - COURTYARD

- (A) - RIGHT OF FOOTWAY 3 WIDE (VIDE D.P. 1014645)
- (A) - EASEMENT FOR LANDSCAPING 3 WIDE (VIDE D.P. 1014645)
- (Z) - ROAD WIDENING 1 WIDE (VIDE D.P. 1014645)

EMPRESS

LANE



Reduction Ratio 1: 300

Lengths are in metres

Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYORS REFERENCE: S.15397X (13289) P.2220B



SCHEDULE OF UNIT ENTITLEMENT

SP63181

<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>	<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>	<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>	<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>
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2	81	30	82	58	88	86	95
3	94	31	81	59	87	87	93
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24	94	52	99	80	105	108	97
25	81	53	87	81	93	109	98
26	80	54	87	82	93	110	68
27	81	55	87	83	95	AGGREGATE 10 000	
28	91	56	97	84	103		

Reduction Ratio: 1:—

Lengths are in metres—

Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

SP63181



I. S. G.

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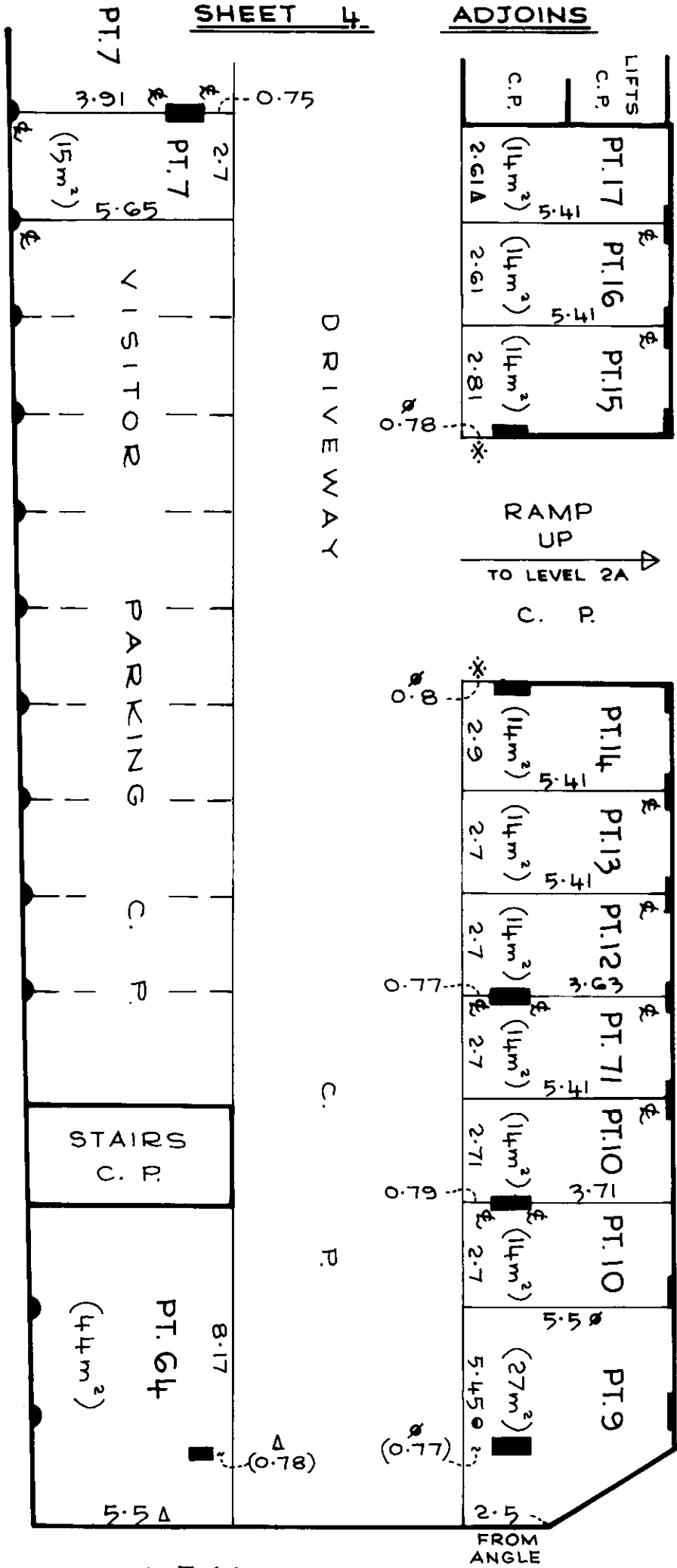
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A - FROM EAST FACE OF WALL  
B - FROM SOUTH FACE OF WALL/COLUMN  
C - FROM WEST FACE OF WALL  
D - CENTRELINE FACE OF COLUMN/ DUCT
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

**Lengths are in metres**

**General Manager/Authorised Person**

CARPARK LEVEL 2B (LOWEST LEVEL)

SP63181



NOTES:-

1. C.P. - COMMON PROPERTY
2. A - FROM NORTH FACE OF WALL/COLUMN  
A - FROM EAST FACE OF WALL  
A - FROM SOUTH FACE OF WALL/COLUMN  
A - FROM WEST FACE OF WALL  
A - CENTRELINE FACE OF COLUMN/ DUCT
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
4. \* - PROLONGATION OF FACE OF COLUMN.

Reduction Ratio 1:150

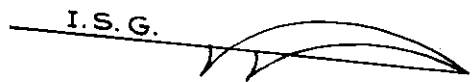
Lengths are in metres

Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

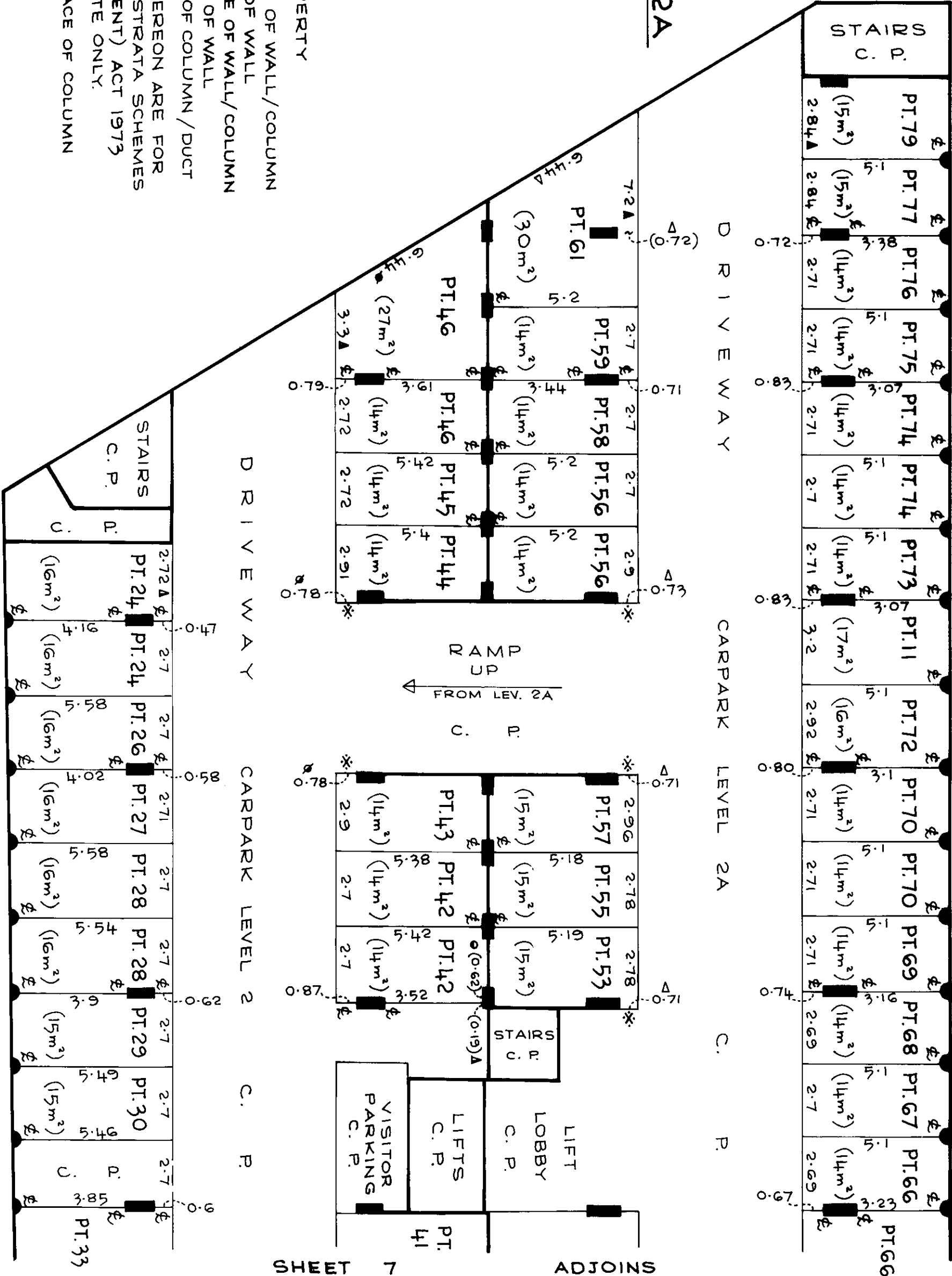
SURVEYOR'S REFERENCE: S.15397X (13289) P.2220B

SP63181



CARPARK

LEVELS 2 & 2A



NOTES :-

1. C.P. - COMMON PROPERTY
2. Δ - FROM NORTH FACE OF WALL/COLUMN  
▲ - FROM EAST FACE OF WALL  
● - FROM SOUTH FACE OF WALL/COLUMN  
⊙ - FROM WEST FACE OF WALL  
⊕ - CENTRELINE FACE OF COLUMN / DUCT
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
4. \* - PROLONGATION OF FACE OF COLUMN

Reduction Ratio 1:150

Lengths are in metres

Registered Surveyor

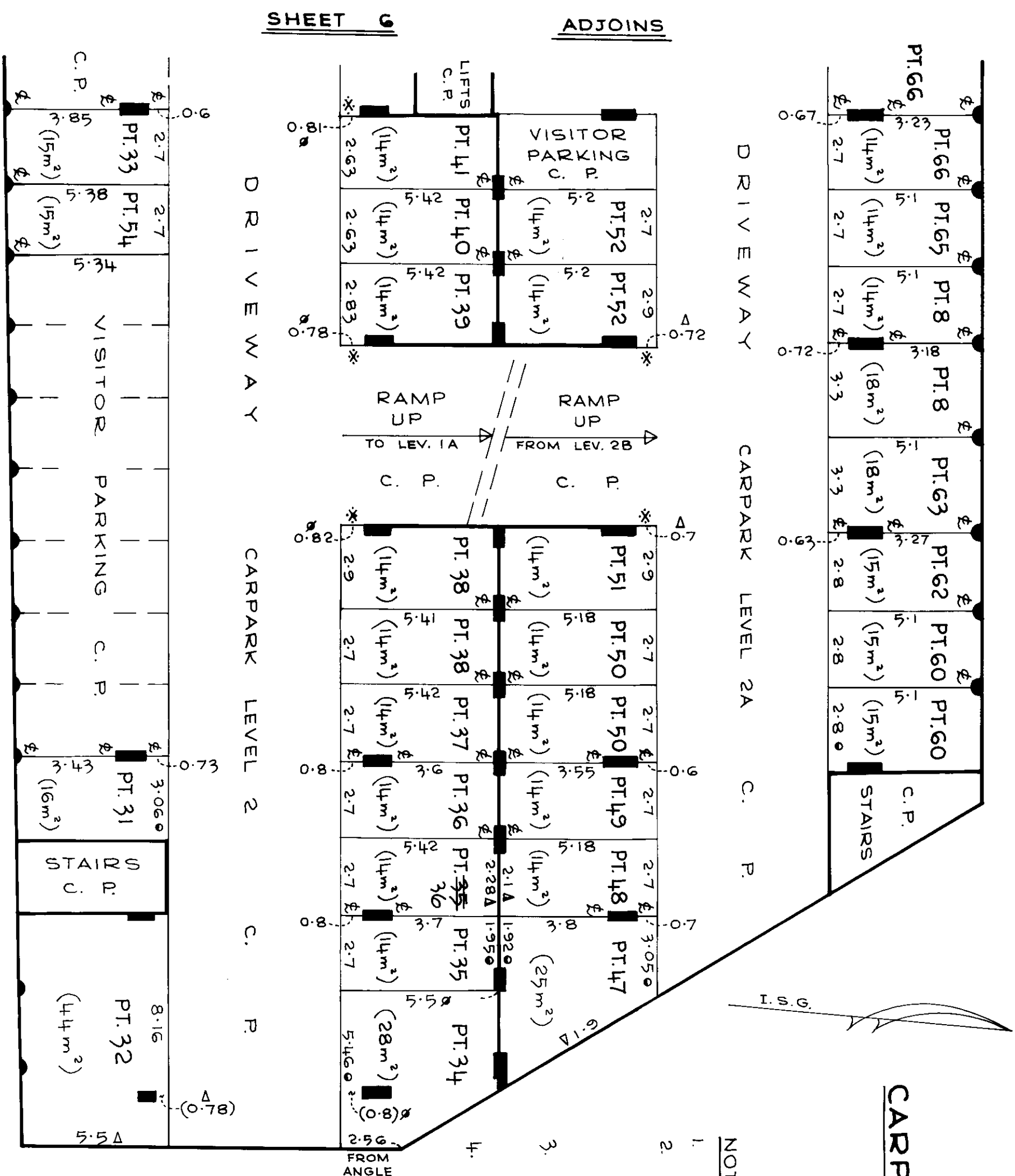
General Manager/Authorised Person

SURVEYORS REFERENCE: S.15397X (13289) P.2220B

23.6.2000

SP63181

## CARPARK LEVELS 2 & 2A



- NOTES :-
1. C.P. - COMMON PROPERTY
  2. A - FROM NORTH FACE OF WALL/COLUMN  
A - FROM EAST FACE OF WALL  
A - FROM SOUTH FACE OF WALL/COLUMN  
A - FROM WEST FACE OF WALL  
A - CENTRELINE FACE OF COLUMN/ DUCT
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
  4. \* - PROLONGATION OF FACE OF COLUMN

**Reduction Ratio 1:150**

**Lengths are in metres**

*Kevin F. Brown*  
Registered Surveyor

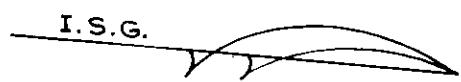
**General Manager/Authorised Person**

SURVEYOR'S REFERENCE: S.15397 X (13289) P.2220 B

23-6-2000

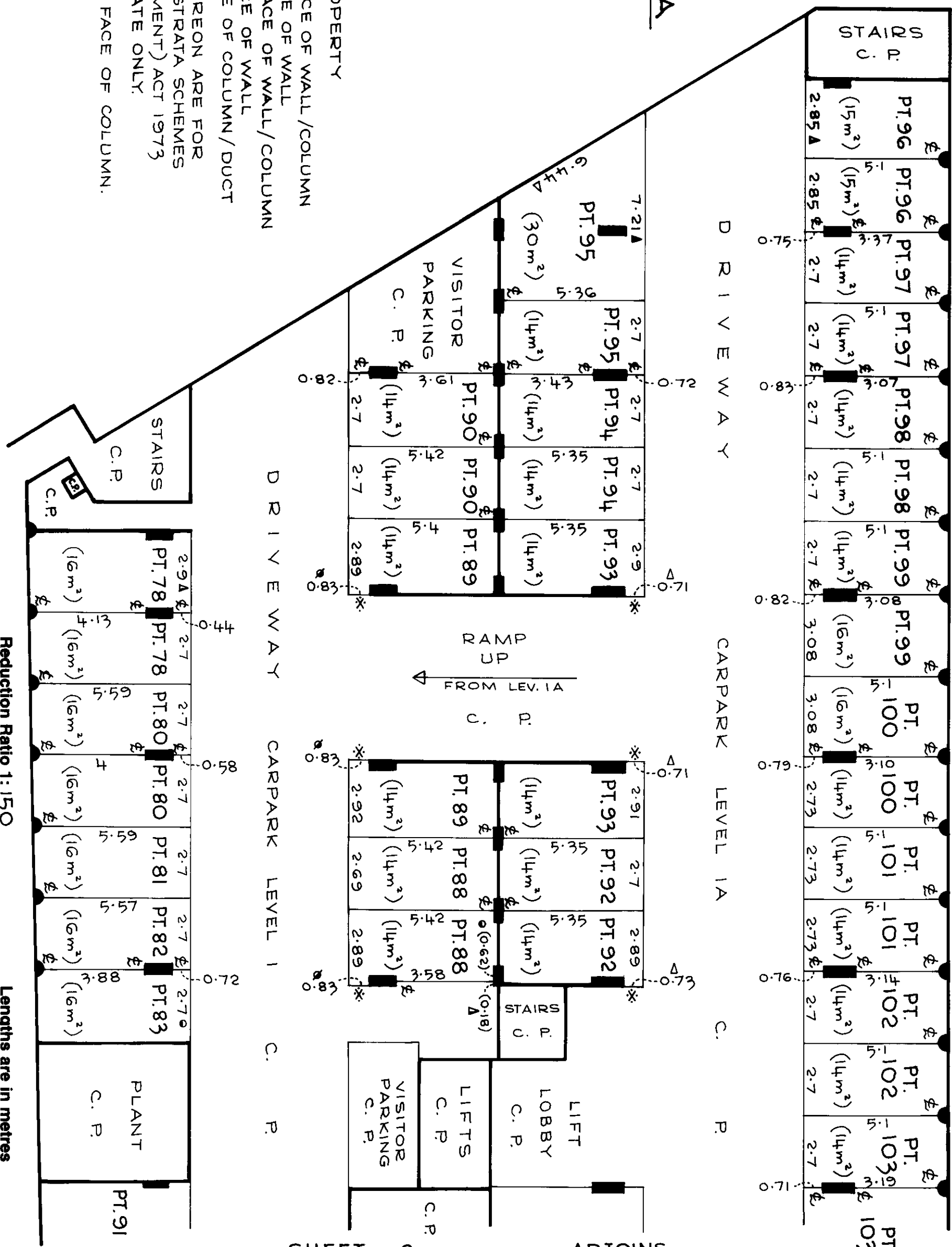
PT. 35 AMENDED TO PT 36 IN LPI NSW AT SURVEYORS REQUEST, PROPRIETORS & COUNCIL CONSENTED. VIDE 2000M666 (64) 18-4-2000

SP63181



CARPARK

LEVELS 1 & 1A



NOTES :-

- 1. C.P. - COMMON PROPERTY
- 2. Δ - FROM NORTH FACE OF WALL / COLUMN
- Δ - FROM EAST FACE OF WALL
- Δ - FROM SOUTH FACE OF WALL / COLUMN
- Δ - FROM WEST FACE OF WALL
- Δ - CENTRELINE FACE OF COLUMN / DUCT
- 3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
- 4. \* - PROLONGATION OF FACE OF COLUMN.

Reduction Ratio 1:150

Lengths are in metres

Steven F. Brown  
Registered Surveyor

General Manager/Authorised Person

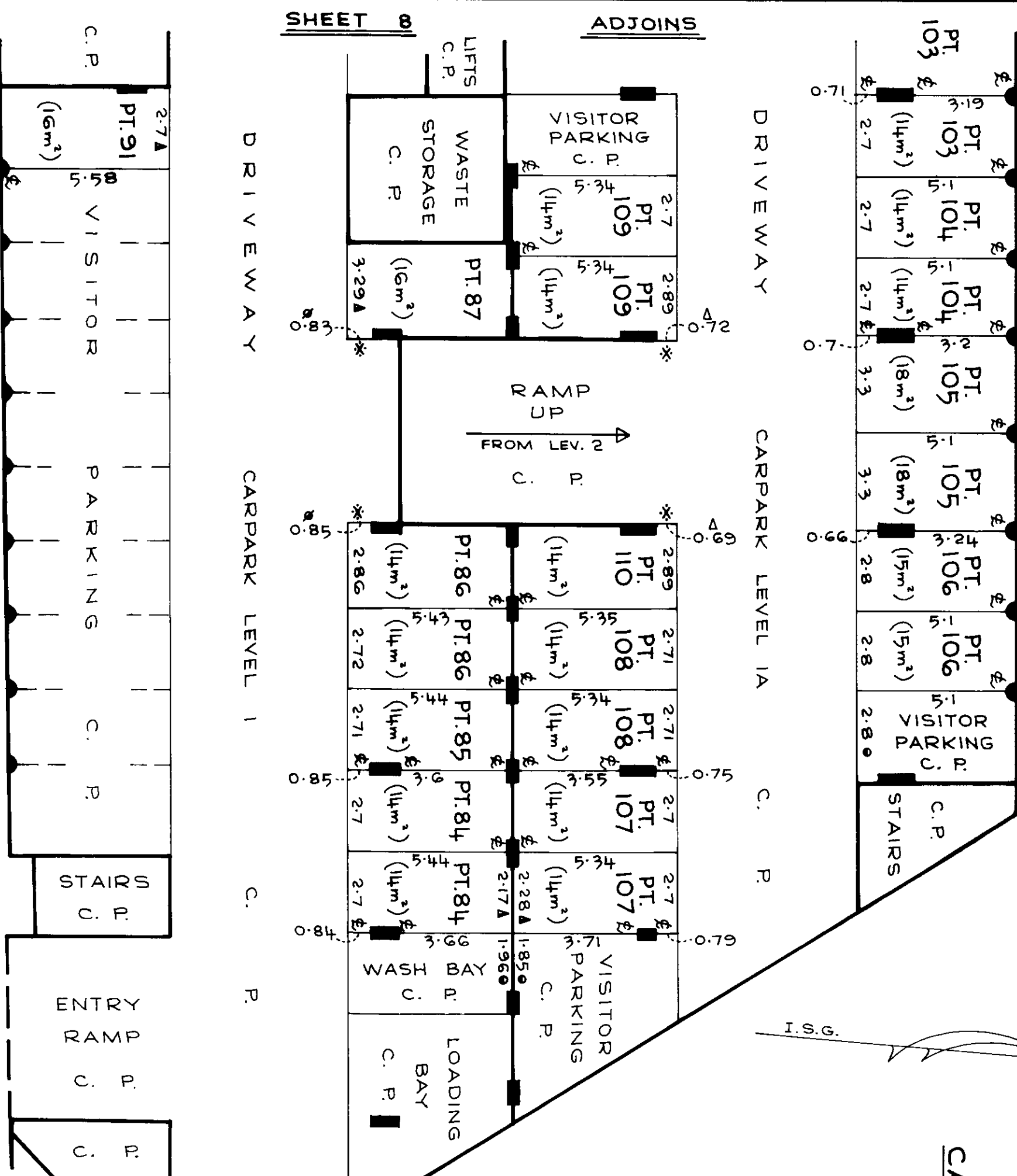
SURVEYOR'S REFERENCE: S.153397X (13289) P.2220 B

SP63181

CARPARK LEVELS 1 & 1A

NOTES :-

- 1. C.P. - COMMON PROPERTY
- 2. A - FROM NORTH FACE OF WALL / COLUMN  
A - FROM EAST FACE OF WALL  
S - FROM SOUTH FACE OF WALL / COLUMN  
W - FROM WEST FACE OF WALL  
C - CENTRELINE FACE OF COLUMN/DUCT
- 3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
- 4. \* - PROLONGATION OF FACE OF COLUMN



Reduction Ratio 1:150

Lengths are in metres

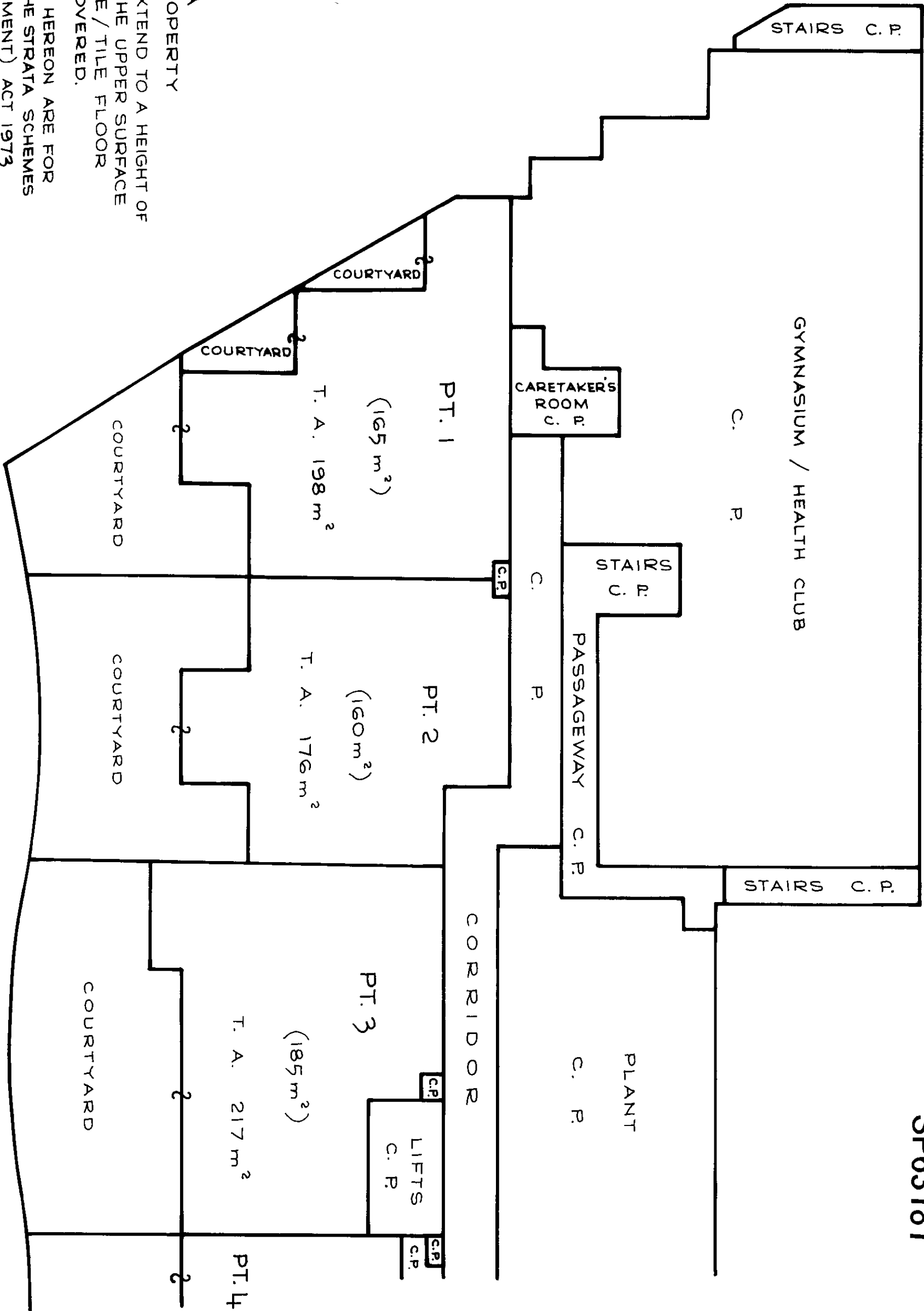
Steven F. Brown  
Registered Surveyor

General Manager/Authorised Person

LOWER GROUND FLOOR PLAN

SP63181

- NOTES:-
1. T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE COURTYARDS EXTEND TO A HEIGHT OF  
3 METRES ABOVE THE UPPER SURFACE  
OF THEIR CONCRETE / TILE FLOOR  
EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR  
THE PURPOSE OF THE STRATA SCHEMES  
(FREEHOLD DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.



ADJOINS

SHEET 11

Reduction Ratio 1:150

Lengths are in metres

Steven F. Brown  
Registered Surveyor

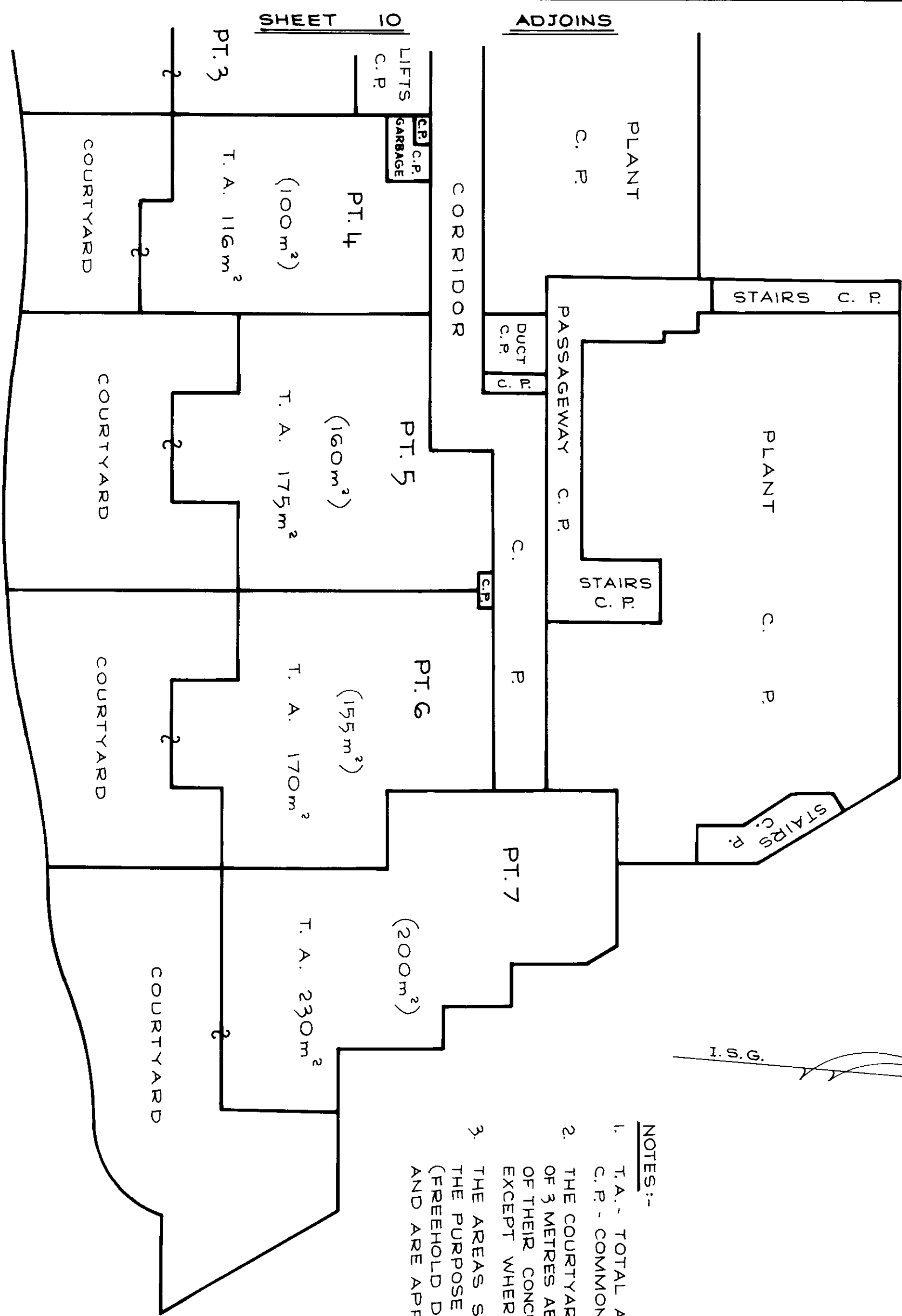
General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397 X (13289) P.2220 B



LOWER GROUND FLOOR PLAN

SP63181



NOTES:-

1. T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE COURTYARDS EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE / TILE FLOOR EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 150

Lengths are in metres

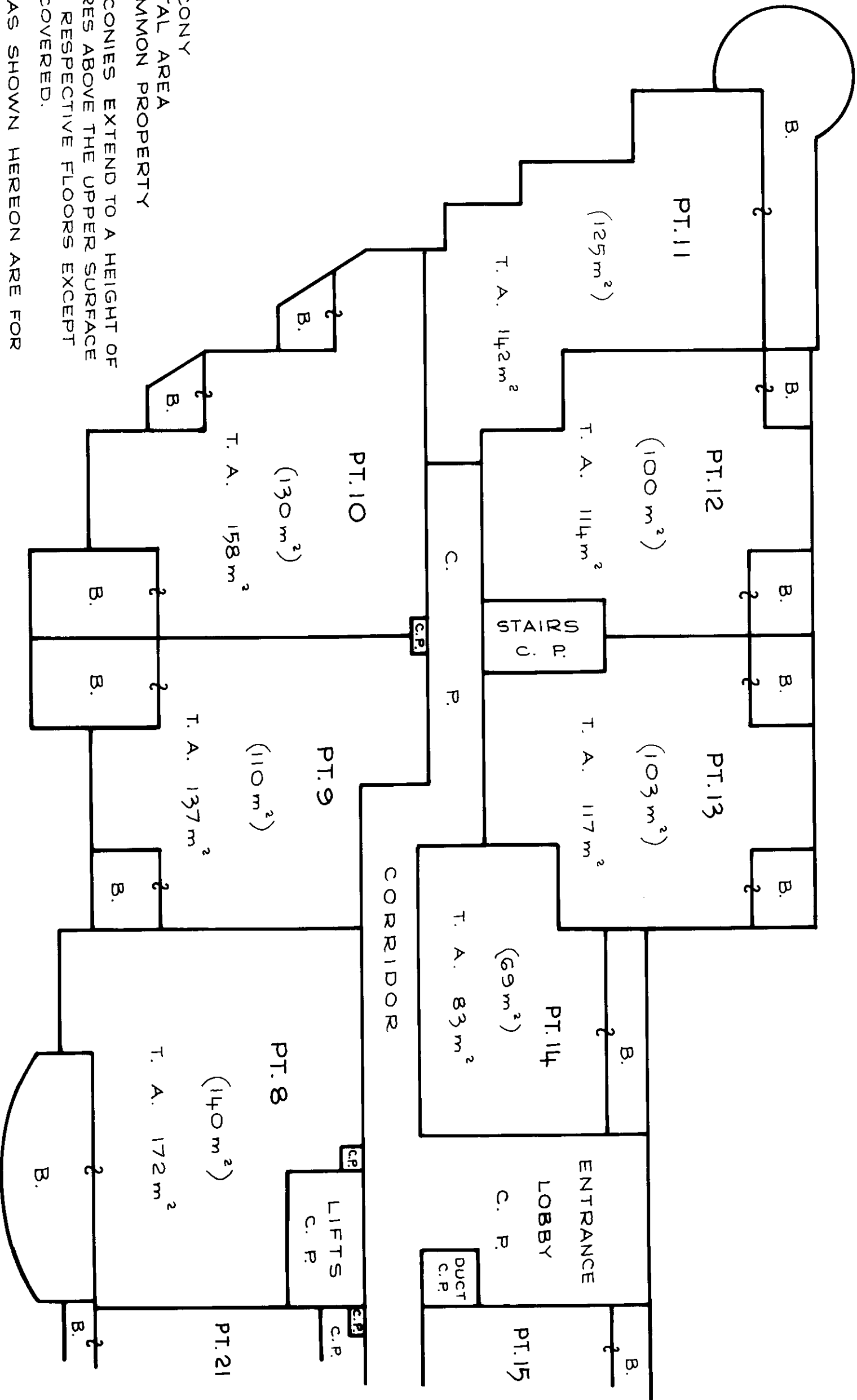
Surveyor's Reference: S.15397X (13289) P.2220 B

General Manager/Authorised Person

GROUND FLOOR PLAN

SP63181

- NOTES:-
1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



SHEET 13

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

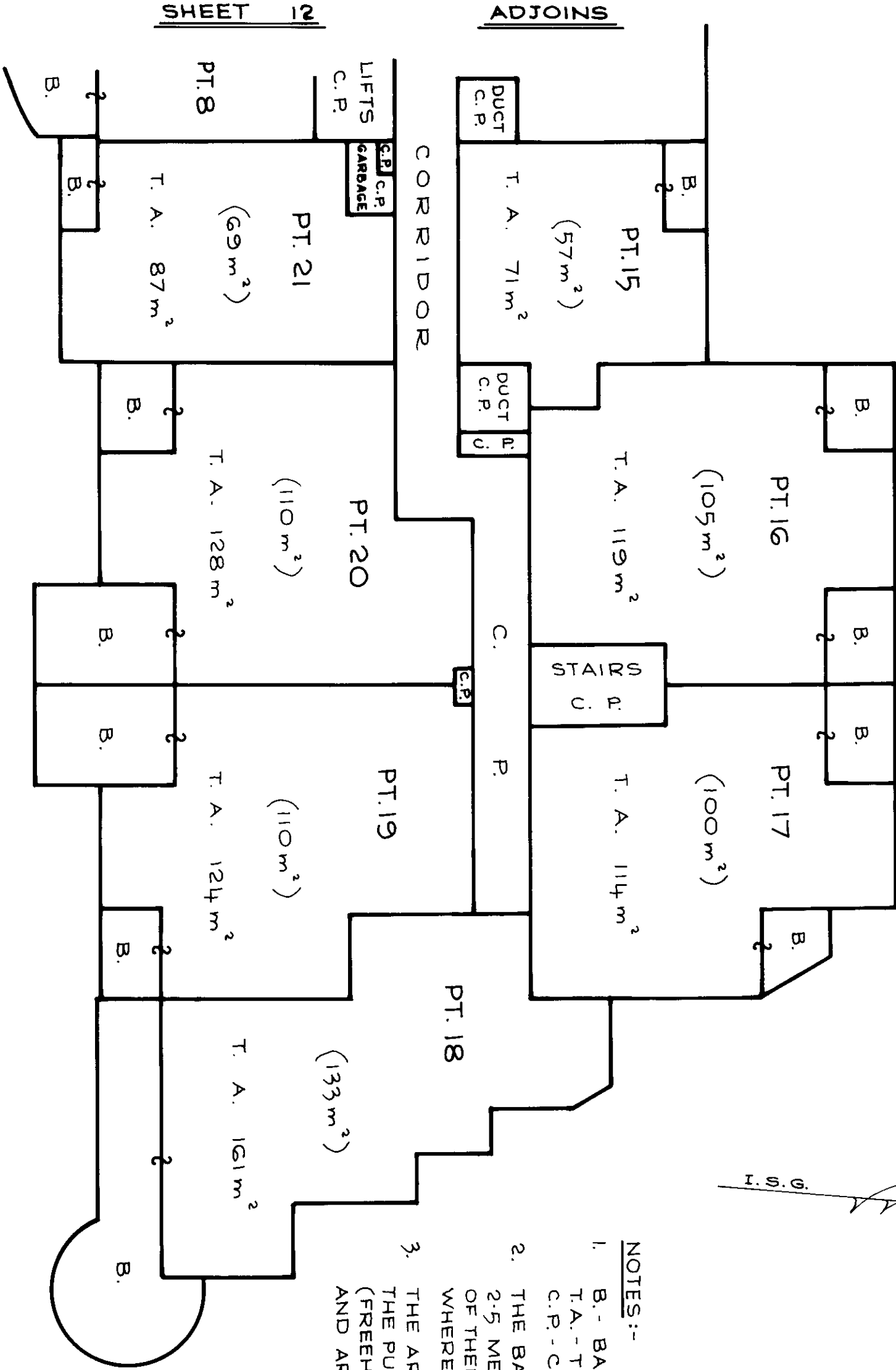
Kevin T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.153397X (13289) P.2220 B

GROUND FLOOR PLAN

SP63181



NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

ADJOINS

SHEET 12

Reduction Ratio 1: 150

Lengths are in metres

Steven F. Brown  
Registered Surveyor

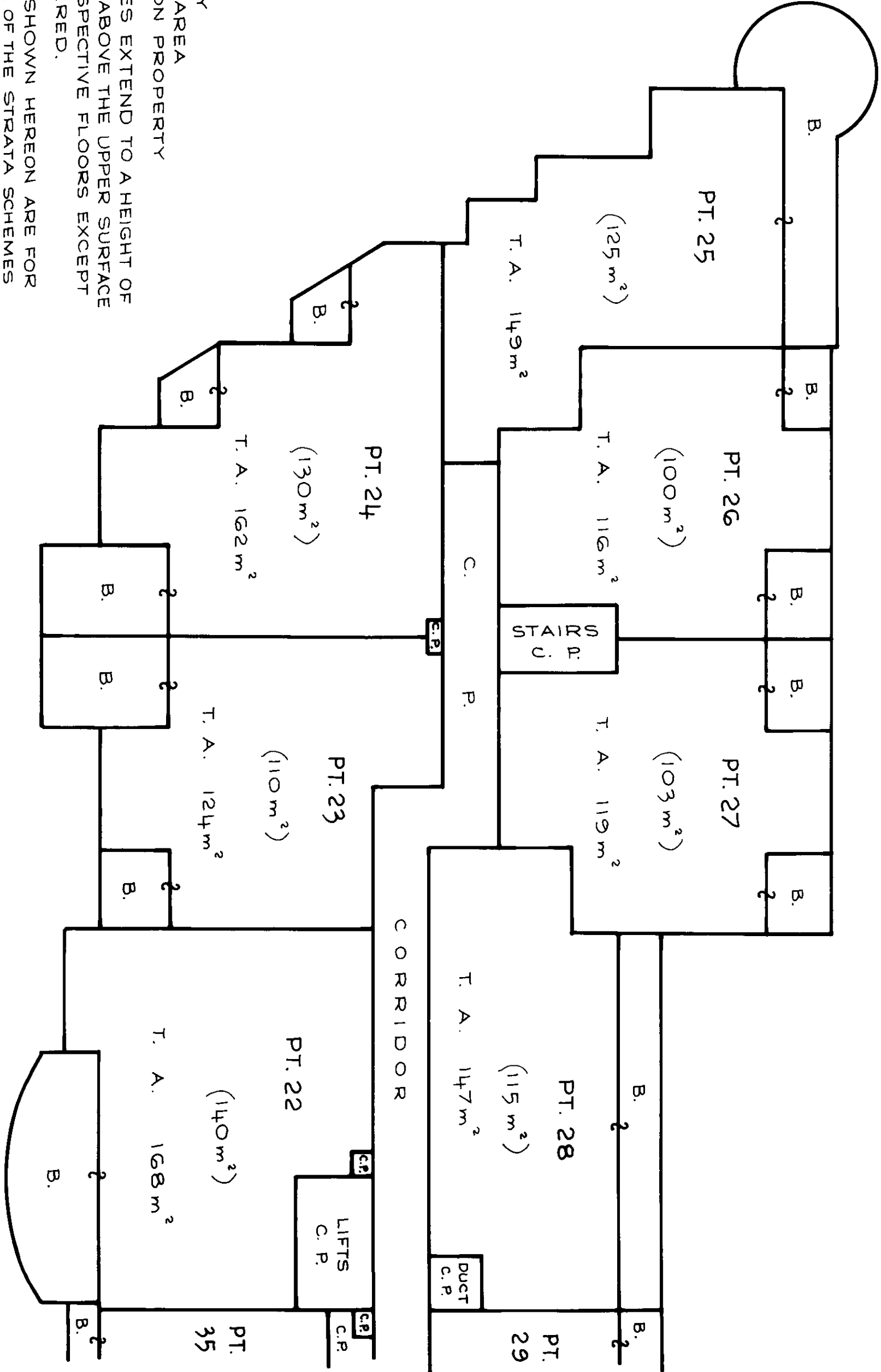
General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220B

FIRST FLOOR PLAN

SP63181

I. S. G.



NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 15

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

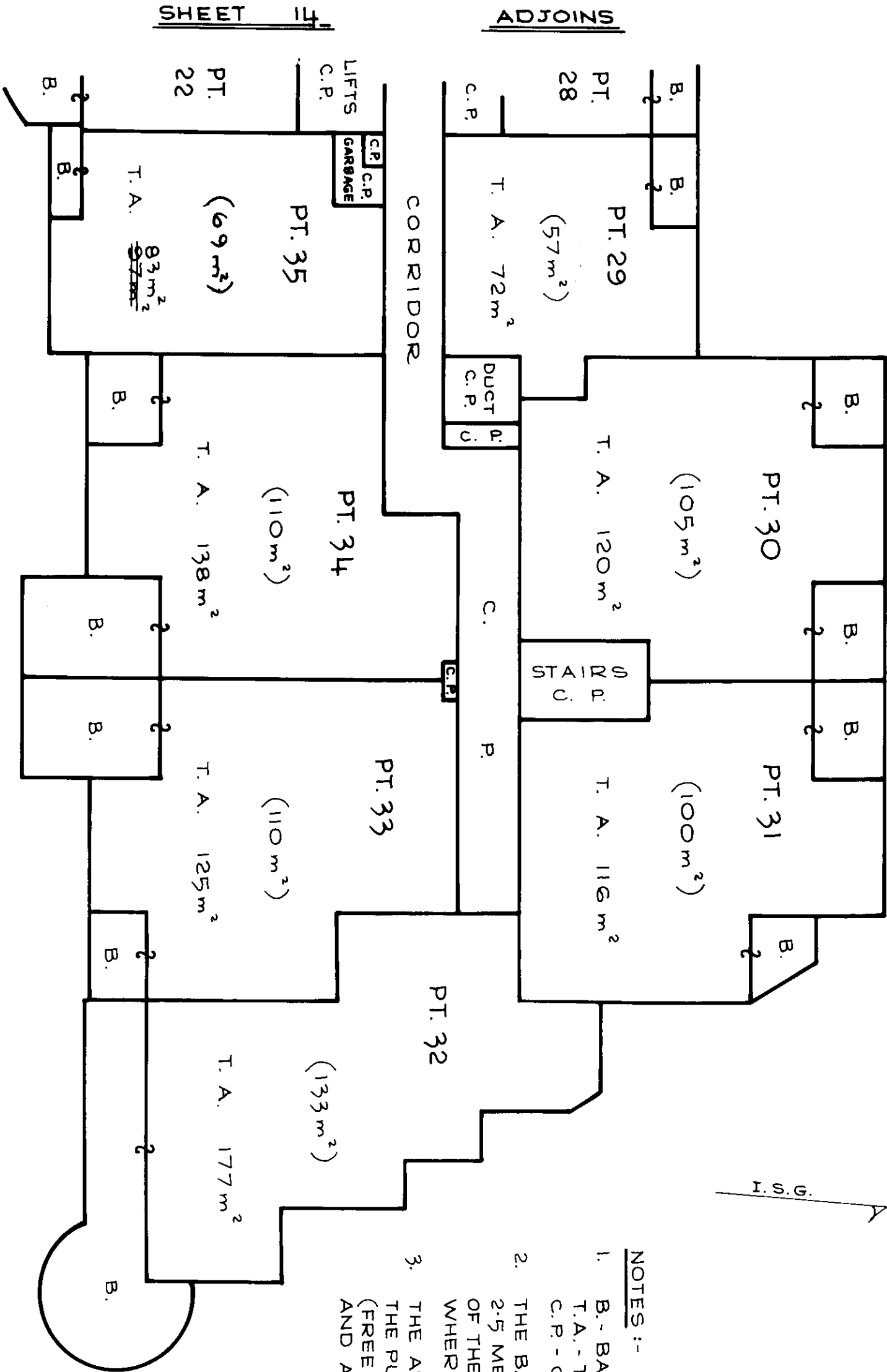
Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

FIRST FLOOR PLAN

SP63181



I. S. G.

NOTES :-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 150

Lengths are in metres

Registered Surveyor

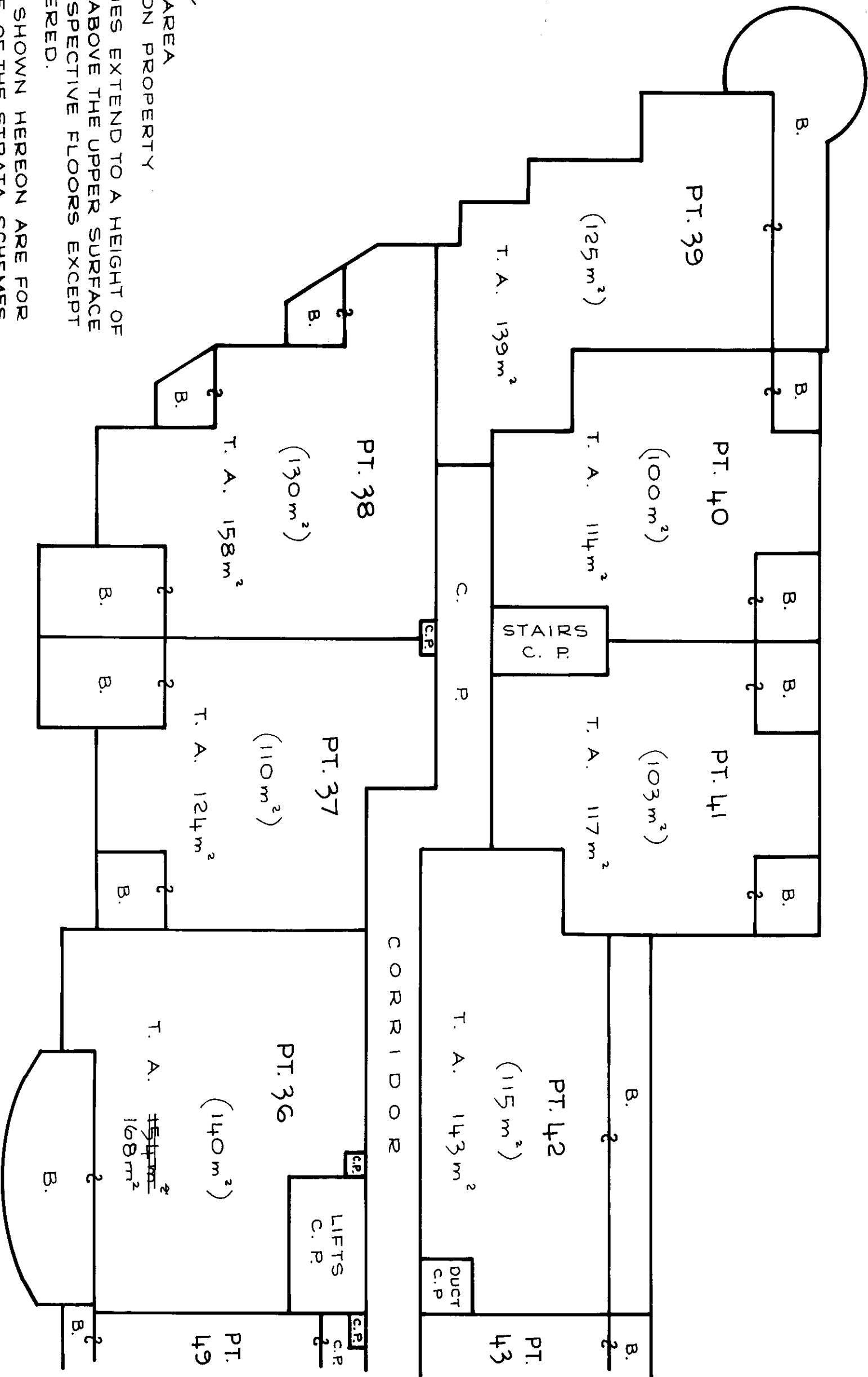
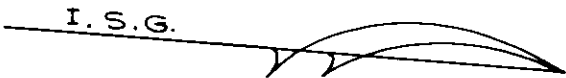
General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

23-6-2000

SECOND FLOOR PLAN

SP63181



NOTES :-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 150

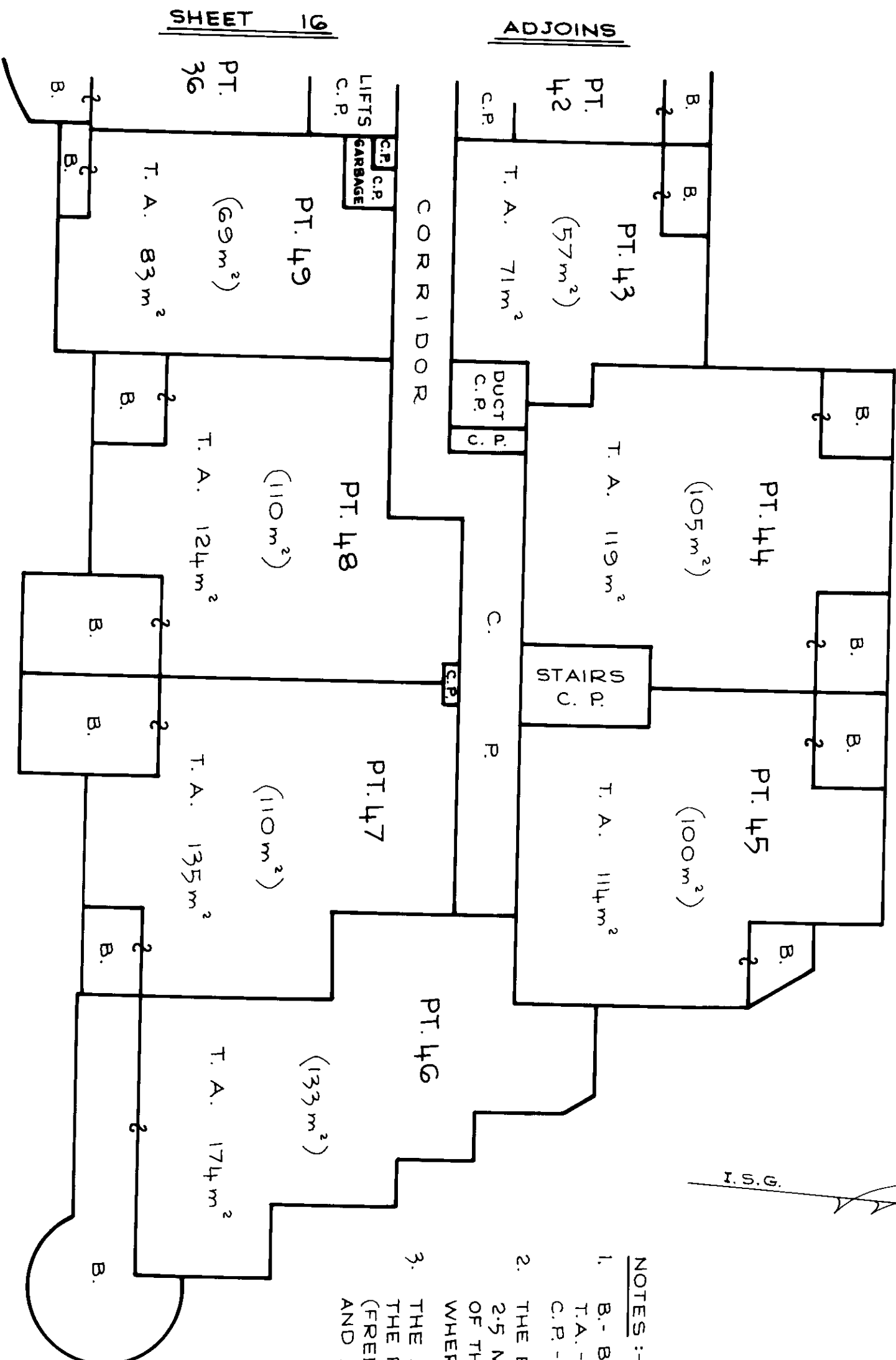
Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

## SECOND FLOOR PLAN

SP63181



## NOTES :-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 19

ADJOINS

Reduction Ratio 1: 150

Lengths are in metres

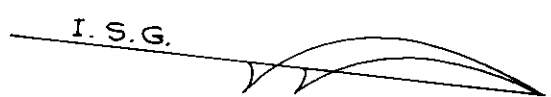
Steven T Brown  
Registered Surveyor

General Manager/Authorised Person

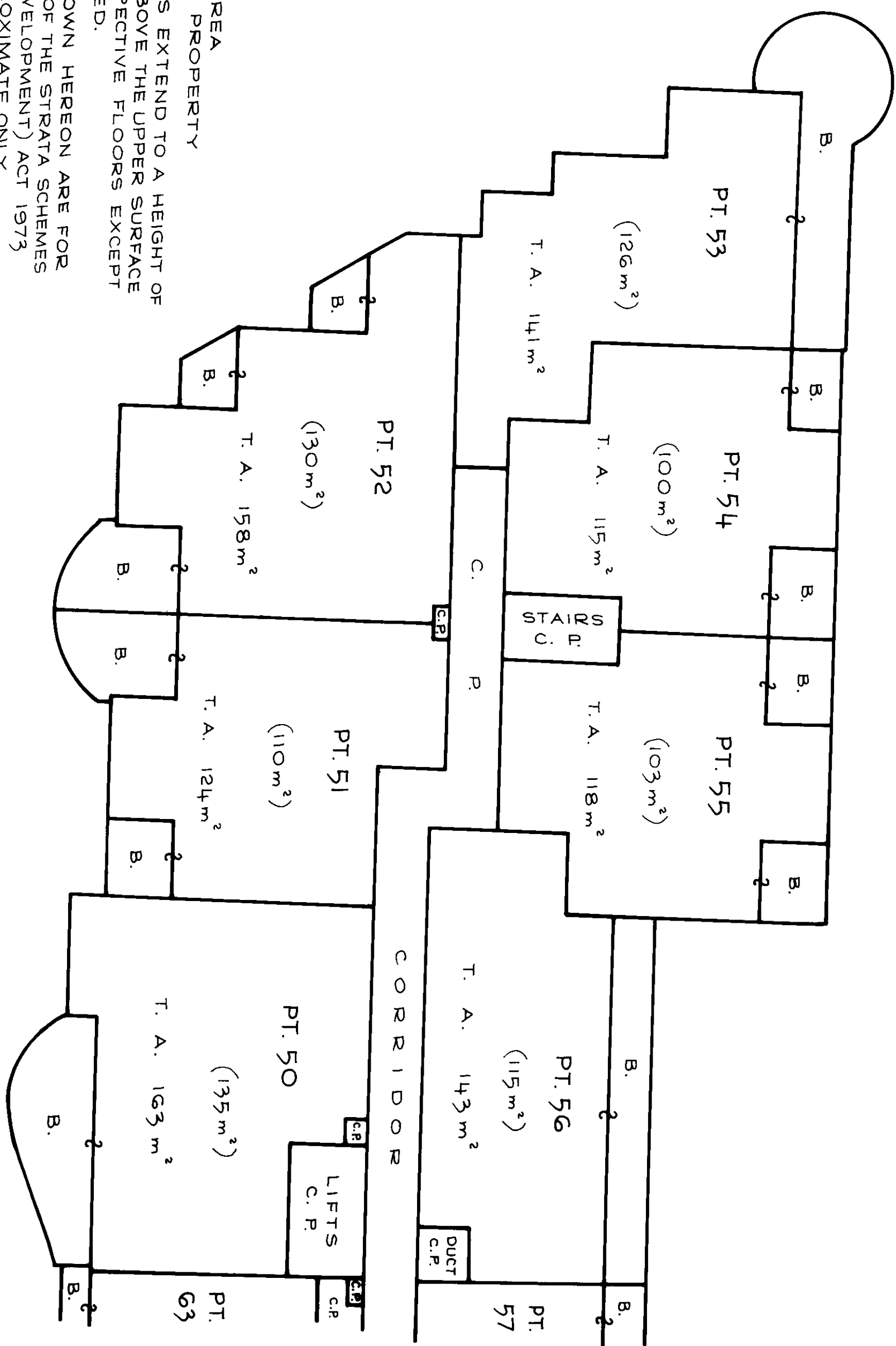
SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

THIRD FLOOR PLAN

SP63181



- NOTES :-
1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



SHEET 19

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

Steven T Brown  
Registered Surveyor

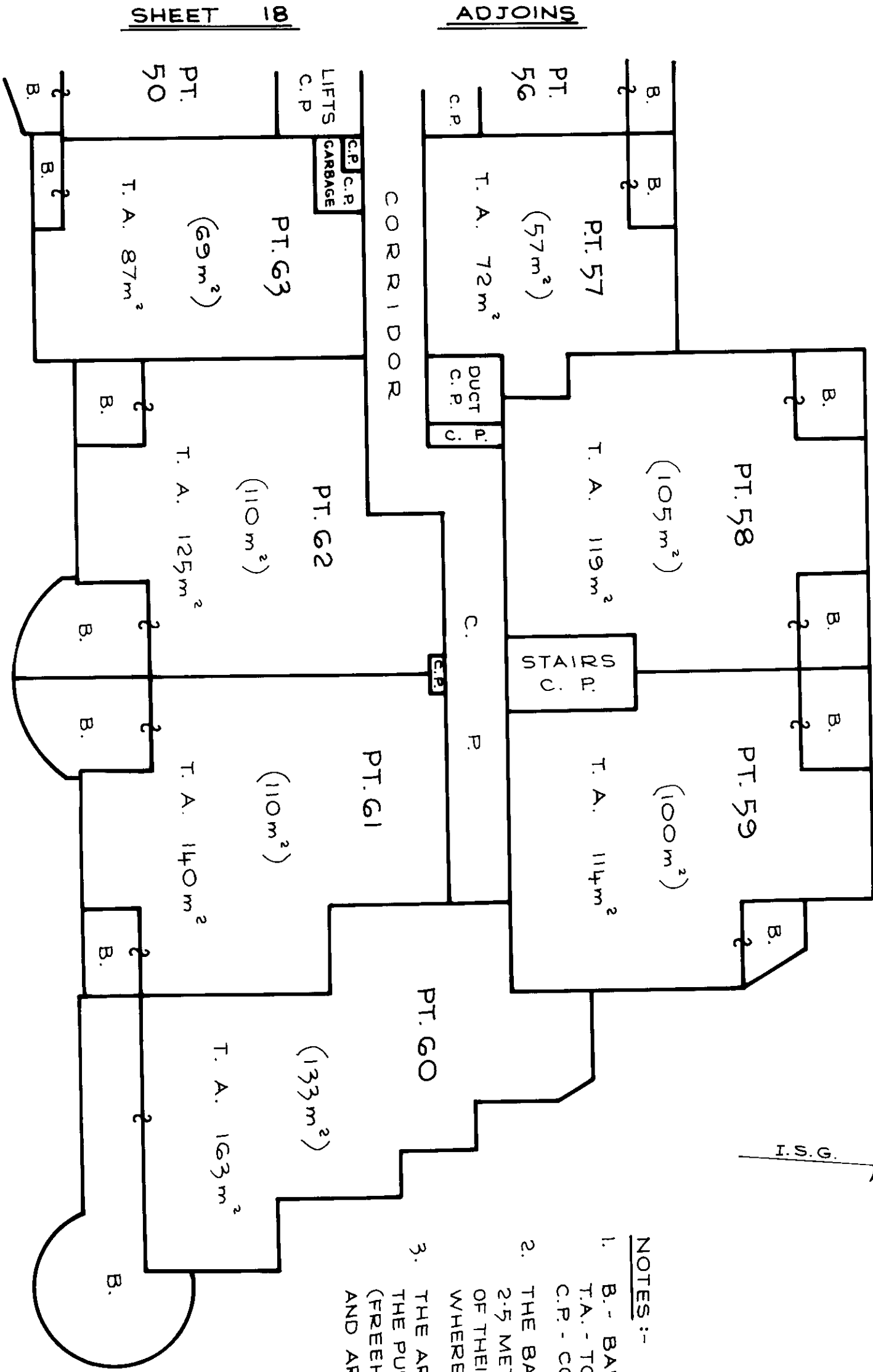
General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P2220B



THIRD FLOOR PLAN

SP63181



NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 18

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

Steven T. Brown  
Registered Surveyor

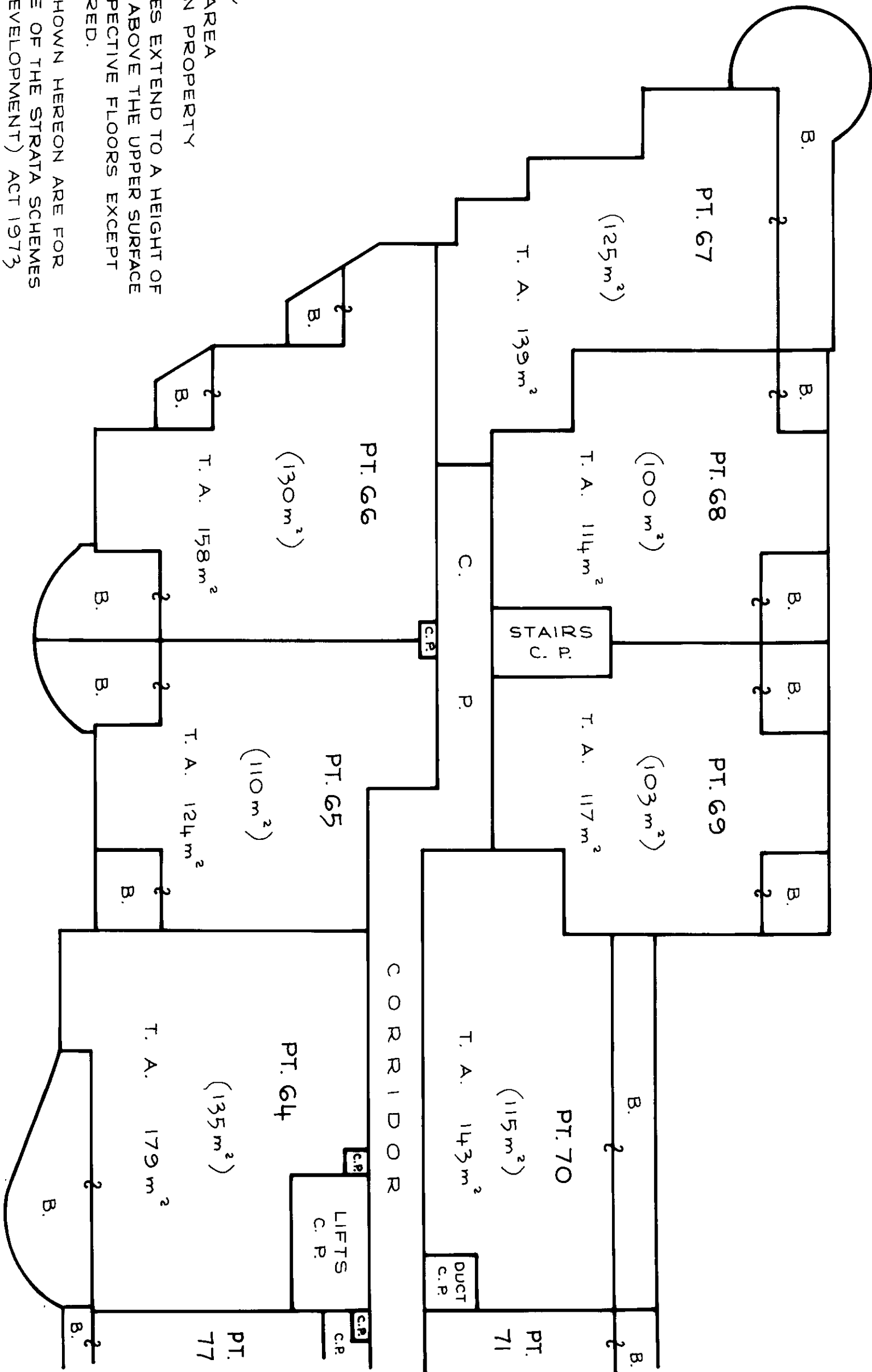
Georges Menege/Authorised Person

FOURTH FLOOR PLAN

SP63181

I.S.G.

- NOTES:-
1. B - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



SHEET 21

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

Kevin F Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

**SP63181**



- NOTES:-
1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 20

**Lengths are in metres**

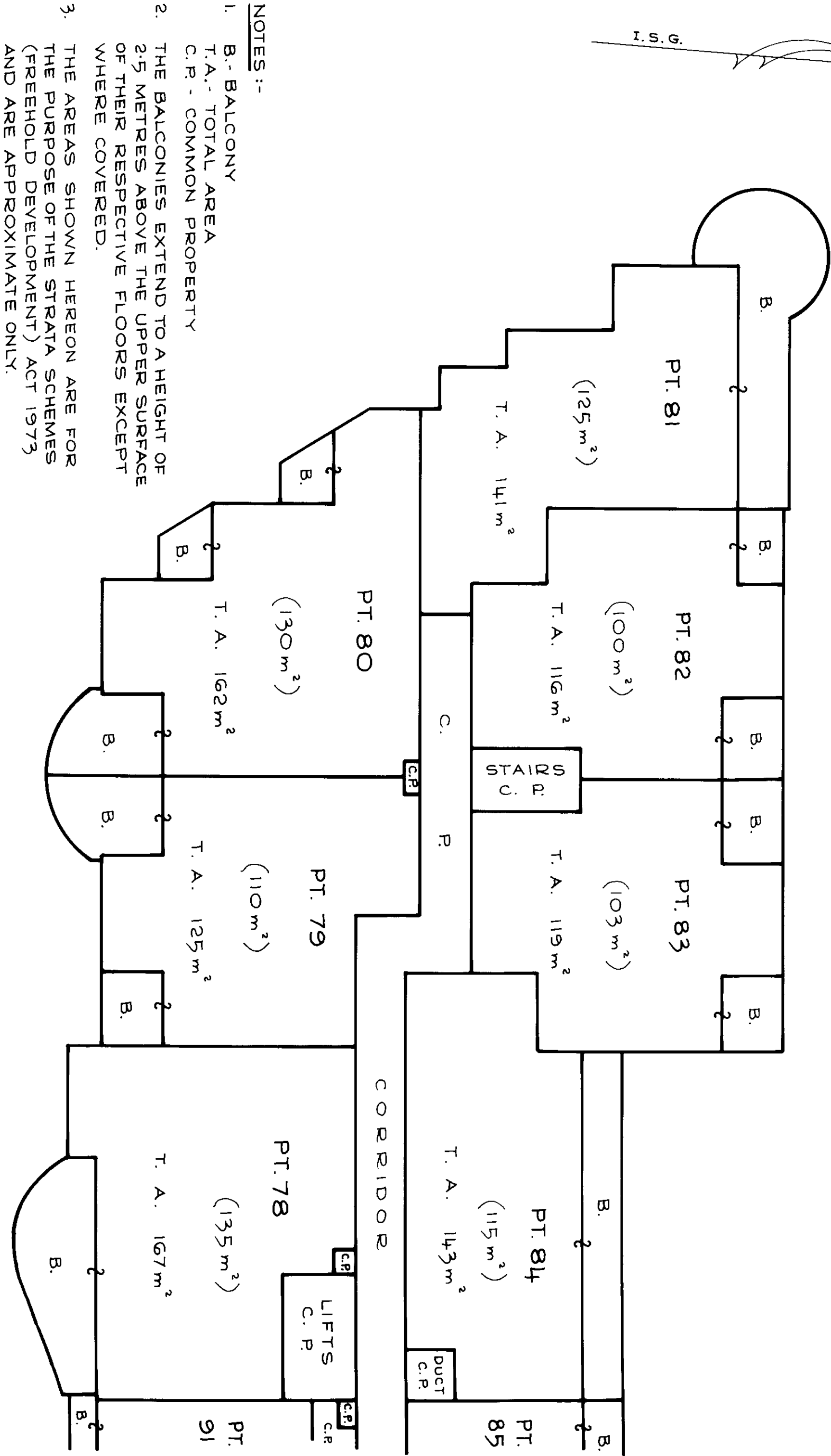
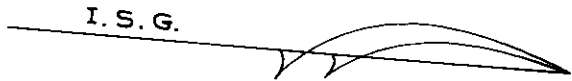
Registered Surveyor

~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: S. 15397X (13289) P. 2220 B

FIFTH FLOOR PLAN

SP63181



NOTES :-

1. B.- BALCONY  
T.A.- TOTAL AREA  
C.P.- COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 23

ADJOINS

Reduction Ratio 1: 150

Lengths are in metres

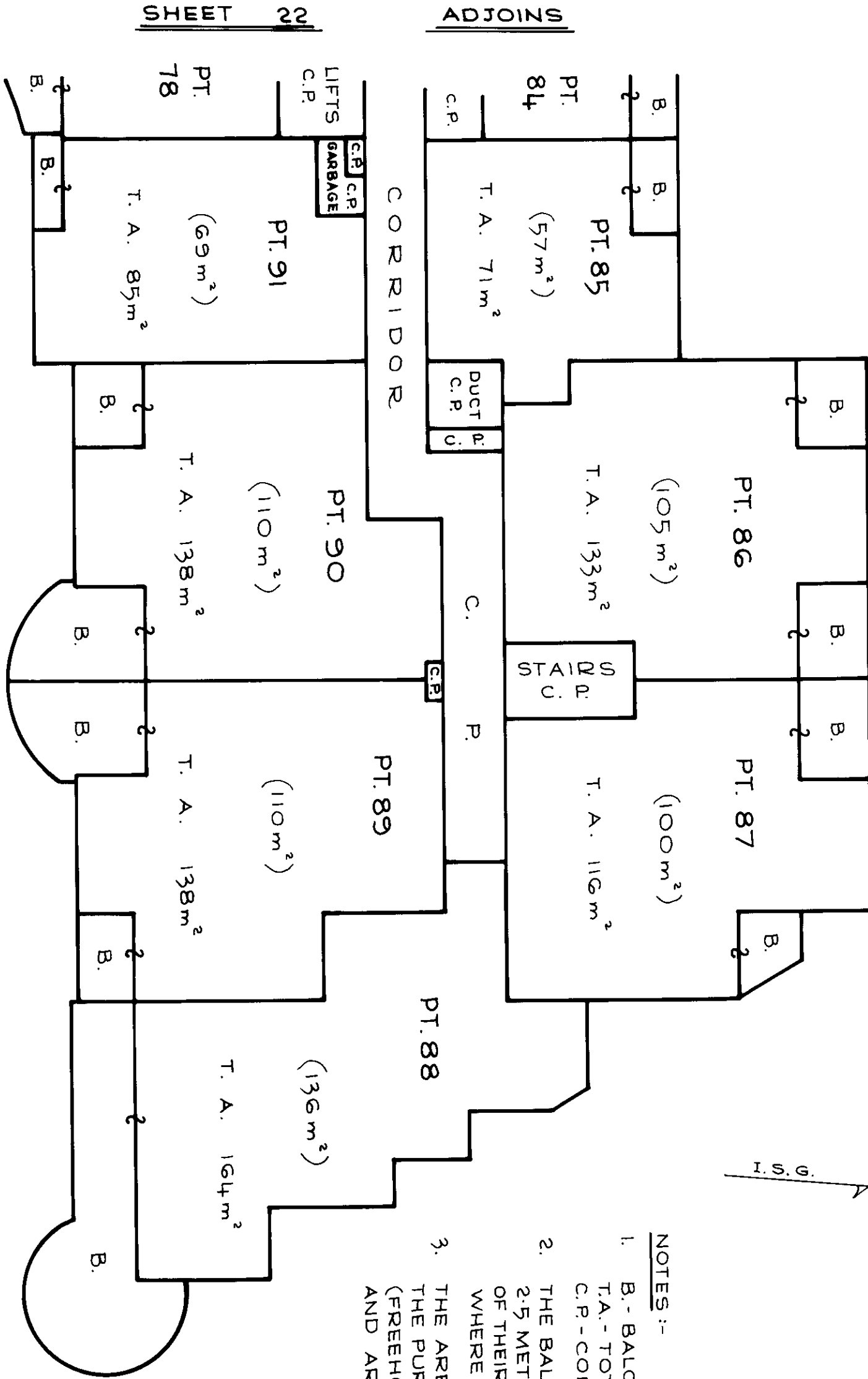
Kevin T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220B

FIFTH FLOOR PLAN

SP63181



- NOTES :-
1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

ADJOINS

SHEET 22

Reduction Ratio 1:150

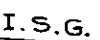
Lengths are in metres

Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYORS REFERENCE: S.15397X (13289) P.2220B

## SP63181



- NOTES :-
1. B.- BALCONY  
T.A.- TOTAL AREA  
C.P.- COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

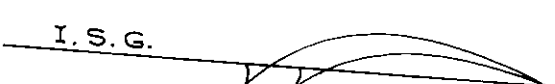
**Lengths are in metres**

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S. 15397 X (13289) P. 2220 B

**SP63181**



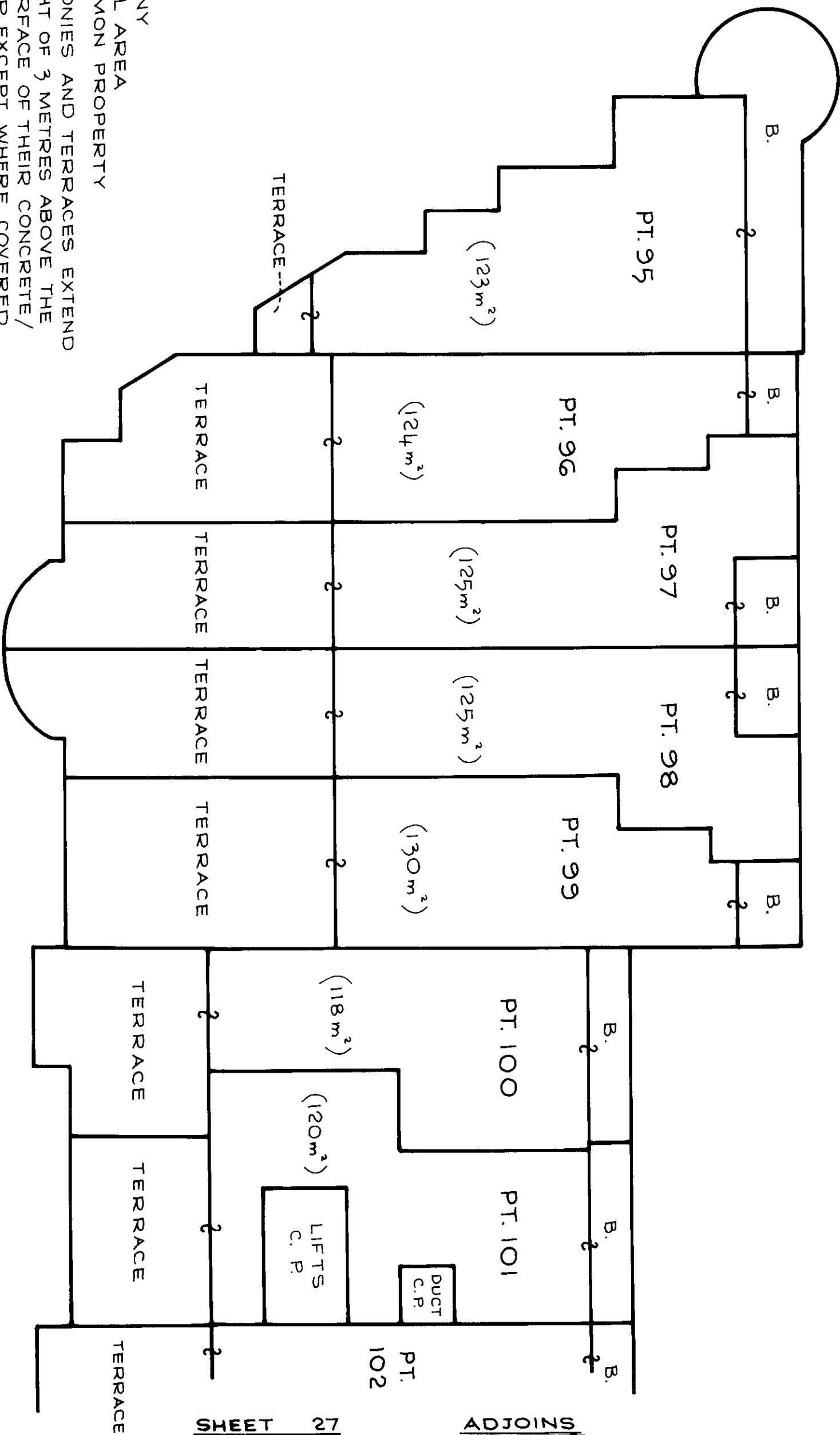
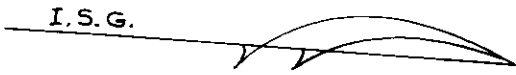
- NOTES:

**Lengths are in metres**

**General Manager/Authorised Person**

SEVENTH FLOOR PLAN

SP63181



NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE/TILE FLOOR EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 150

Lengths are in metres

*Steven F. Brown*  
Registered Surveyor

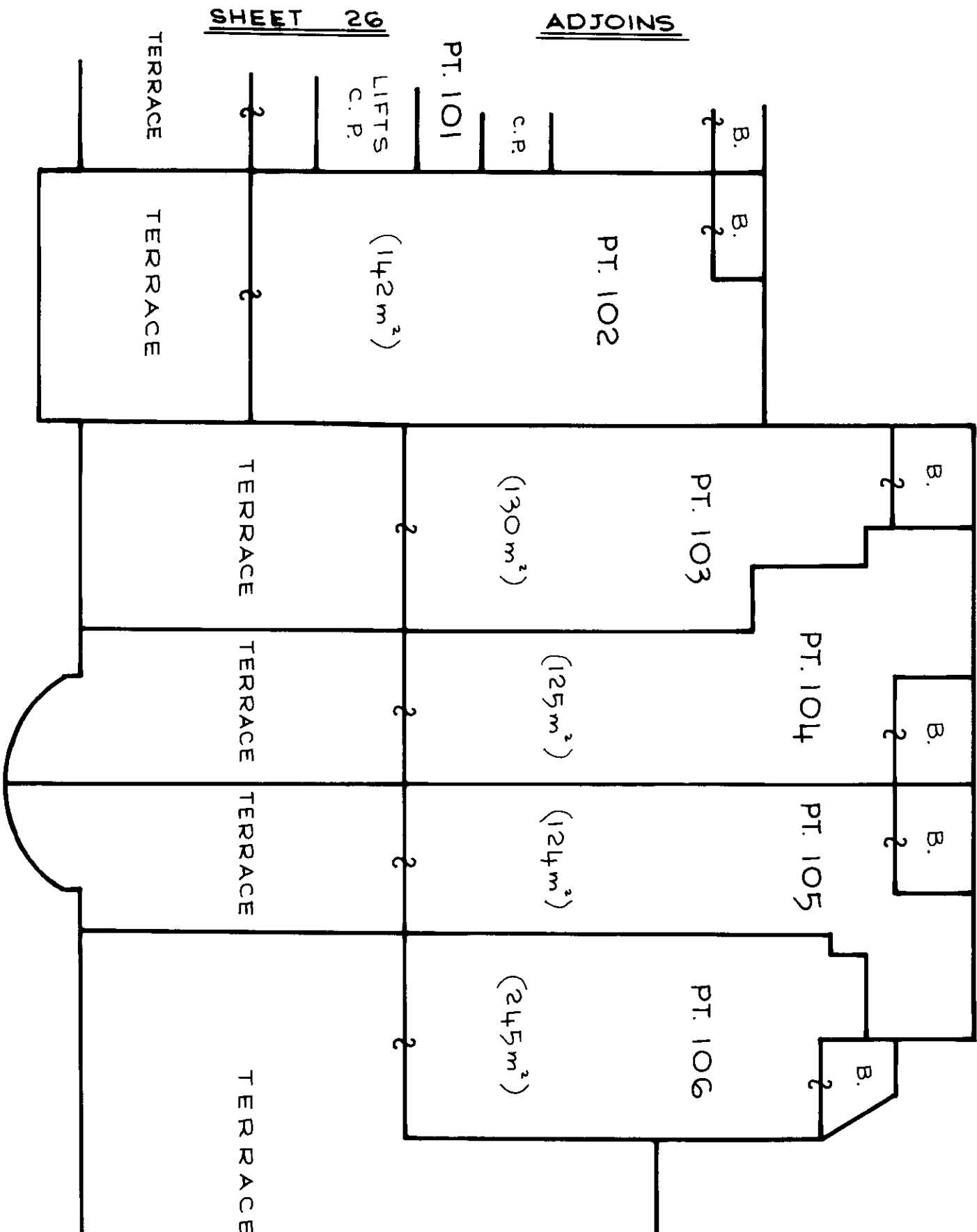
*[Signature]*  
General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B



SEVENTH FLOOR PLAN

SP63181



I. S. G.

NOTES :-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE/TILE FLOOR EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 26

ADJOINS

Reduction Ratio 1: 150

Lengths are in metres

Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S. 15397X (13289) P. 2220 B

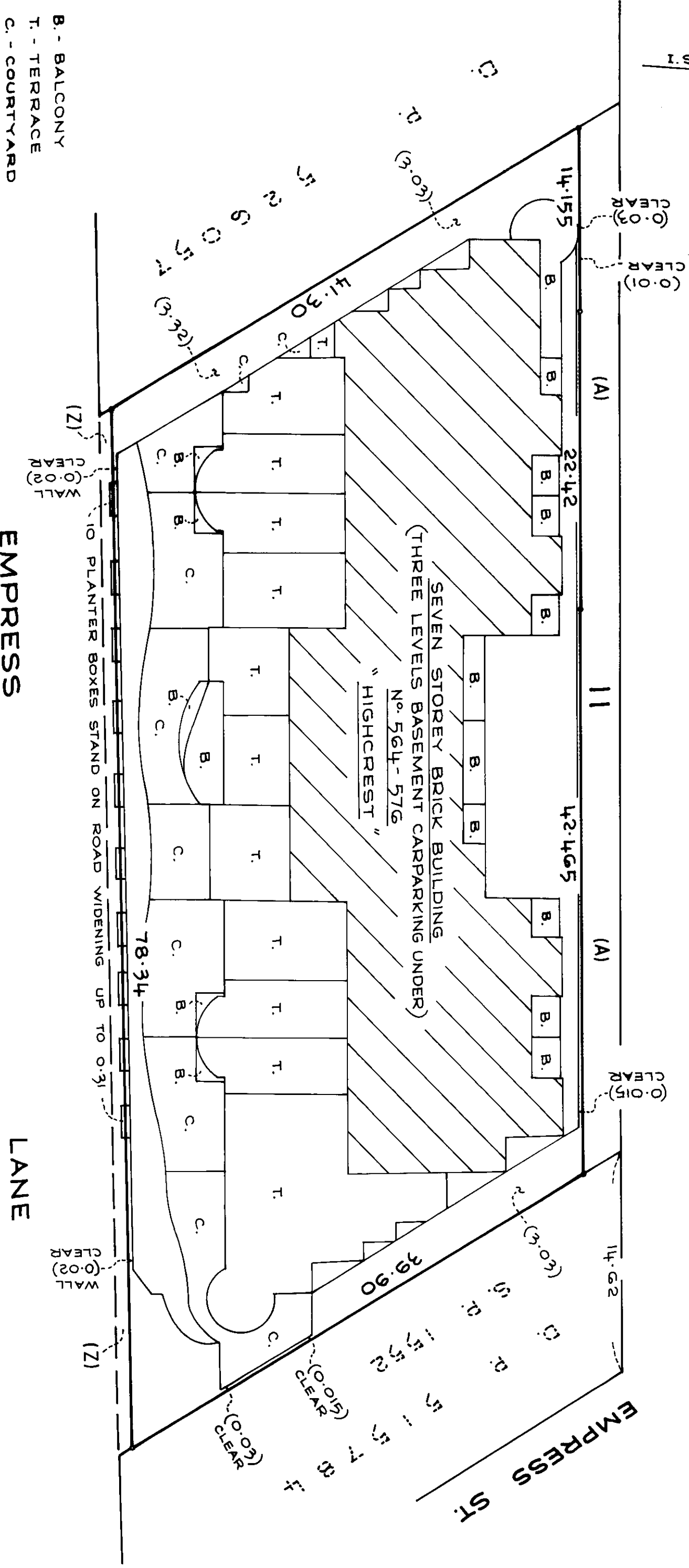


LOCATION PLAN

SP63181

RAILWAY

PARADE



EMPERESS

LANE

- (A) - RIGHT OF FOOTWAY 3 WIDE (VIDE D.P. 1014645)
- (A) - EASEMENT FOR LANDSCAPING 3 WIDE (VIDE D.P. 1014645)
- (Z) - ROAD WIDENING 1 WIDE (VIDE D.P. 1014645)

SCHEDULE OF UNIT ENTITLEMENT

SP63181

<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>	<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>	<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>	<u>LOT</u> <u>No.</u>	<u>UNIT</u> <u>ENTITLEMENT</u>
1	93	29	57	57	60	85	63
2	81	30	82	58	88	86	95
3	94	31	81	59	87	87	93
4	61	32	95	60	102	88	109
5	81	33	80	61	87	89	94
6	79	34	81	62	87	90	94
7	92	35	61	63	63	91	66
8	93	36	96	64	102	92	108
9	79	37	84	65	90	93	97
10	93	38	97	66	102	94	108
11	78	39	84	67	90	95	155
12	77	40	83	68	90	96	128
13	78	41	84	69	90	97	129
14	55	42	94	70	100	98	131
15	56	43	58	71	62	99	128
16	78	44	85	72	91	100	129
17	77	45	84	73	90	101	126
18	94	46	99	74	105	102	137
19	79	47	83	75	90	103	128
20	79	48	84	76	90	104	129
21	60	49	62	77	65	105	128
22	94	50	99	78	105	106	130
23	81	51	87	79	93	107	98
24	94	52	99	80	105	108	97
25	81	53	87	81	93	109	98
26	80	54	87	82	93	110	68
27	81	55	87	83	95	AGGREGATE 10 000	
28	91	56	97	84	103		

~~Reduction Ratio: 1:~~

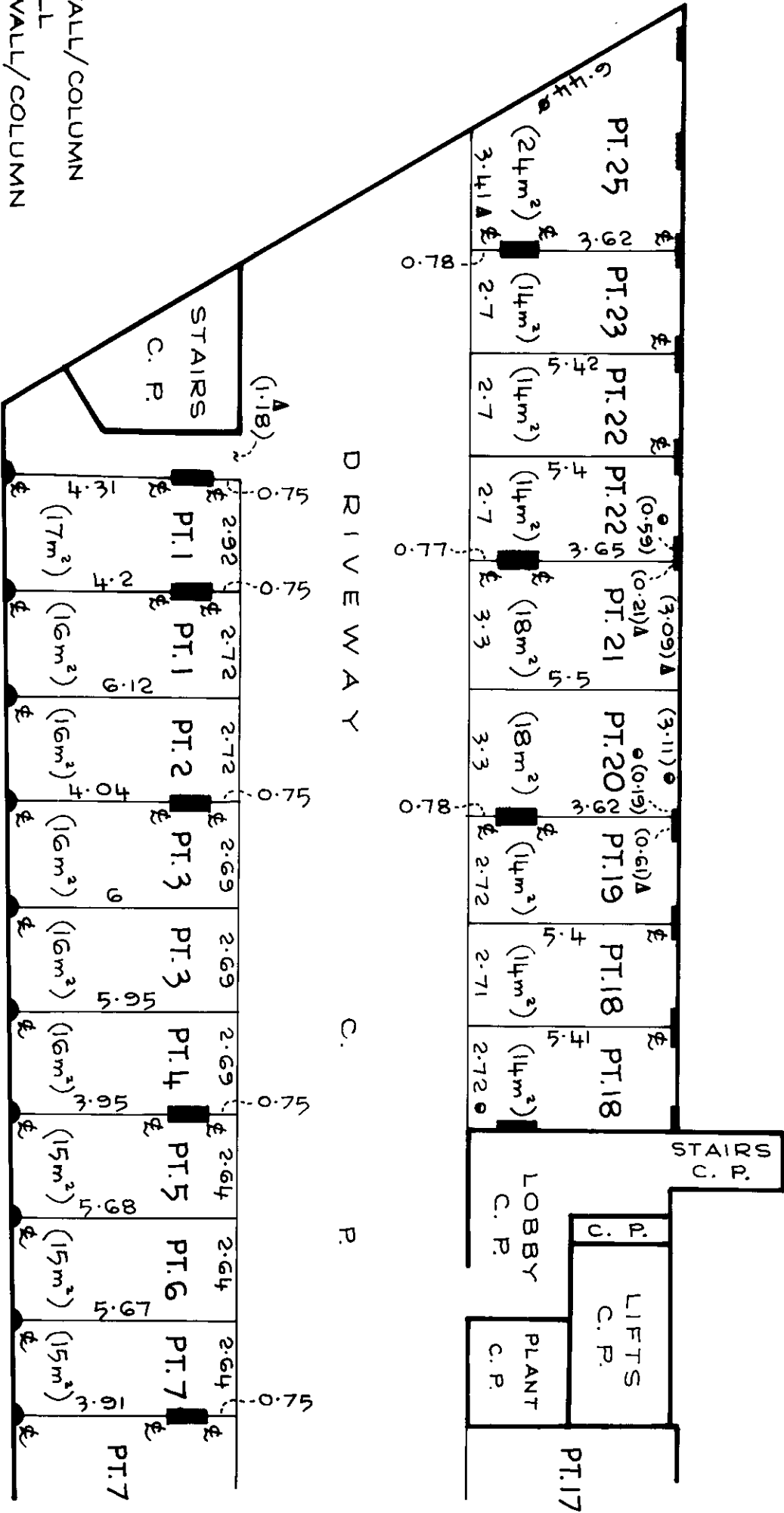
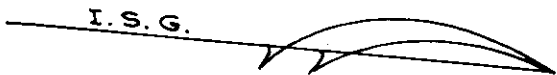
~~Lengths are in metres~~

Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

CARPARK LEVEL 2B (LOWEST LEVEL)

SP63181



SHEET 5

ADJOINS

NOTES :-

1. C.P. - COMMON PROPERTY
2. A - FROM NORTH FACE OF WALL/COLUMN  
A - FROM EAST FACE OF WALL  
B - FROM SOUTH FACE OF WALL/COLUMN  
C - FROM WEST FACE OF WALL  
D - CENTRELINE FACE OF COLUMN/ DUCT
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:150

Lengths are in metres

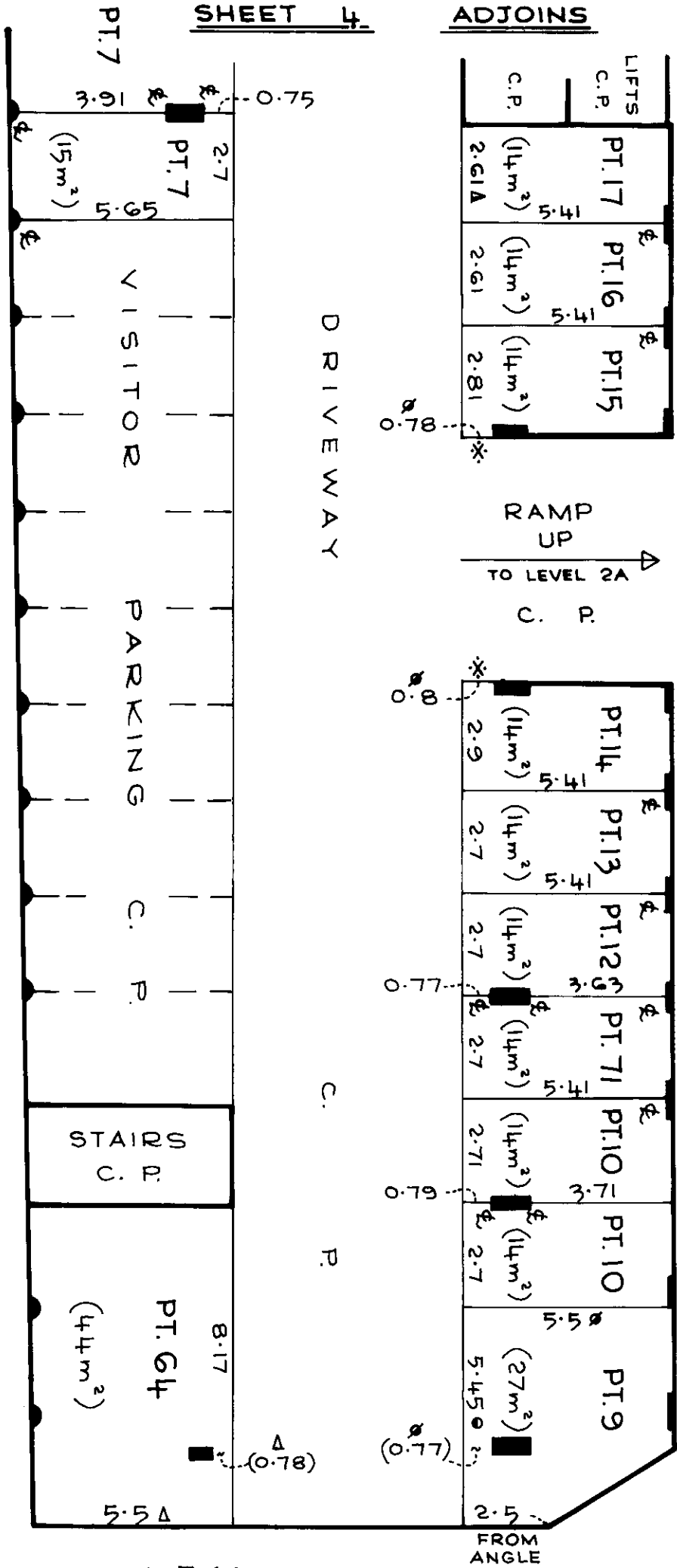
Steven F. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220B

CARPARK LEVEL 2B (LOWEST LEVEL)

SP63181



NOTES:-

1. C.P. - COMMON PROPERTY
2. A - FROM NORTH FACE OF WALL/COLUMN  
A - FROM EAST FACE OF WALL  
A - FROM SOUTH FACE OF WALL/COLUMN  
A - FROM WEST FACE OF WALL  
A - CENTRELINE FACE OF COLUMN/ DUCT
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
4. \* - PROLONGATION OF FACE OF COLUMN.

Reduction Ratio 1: 150

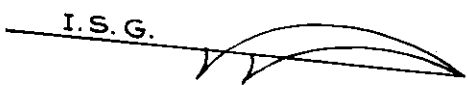
Lengths are in metres

Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

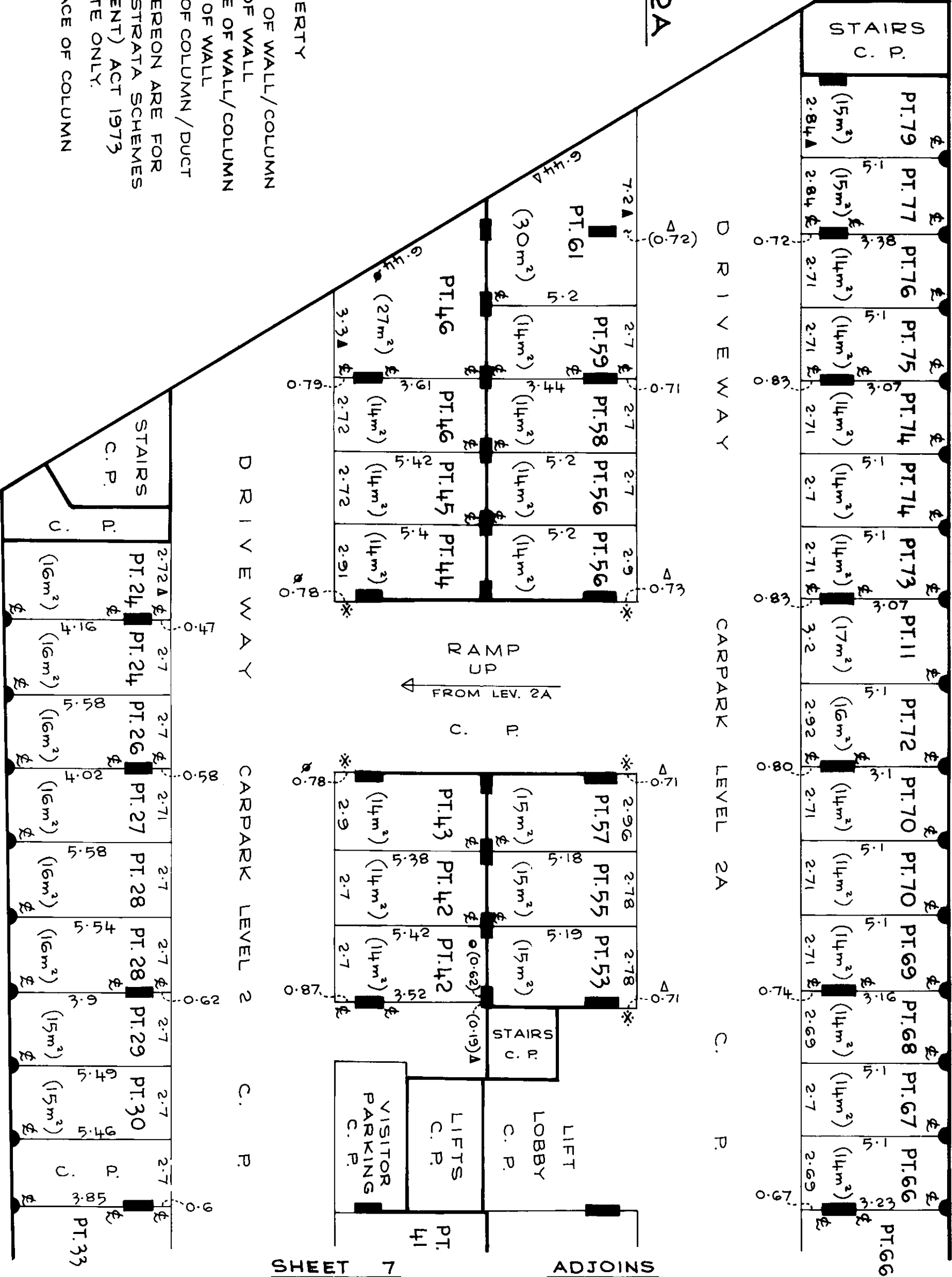
SURVEYOR'S REFERENCE: S.15397X (13289) P.2220B

SP63181



CARPARK

LEVELS 2 & 2A



NOTES :-

- 1. C.P. - COMMON PROPERTY
- 2. Δ - FROM NORTH FACE OF WALL/COLUMN
- ▲ - FROM EAST FACE OF WALL
- - FROM SOUTH FACE OF WALL/COLUMN
- - FROM WEST FACE OF WALL
- ⊕ - CENTRELINE FACE OF COLUMN / DUCT
- 3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
- 4. \* - PROLONGATION OF FACE OF COLUMN

Reduction Ratio 1:150

Lengths are in metres

*Kevin F. Brown*  
Registered Surveyor

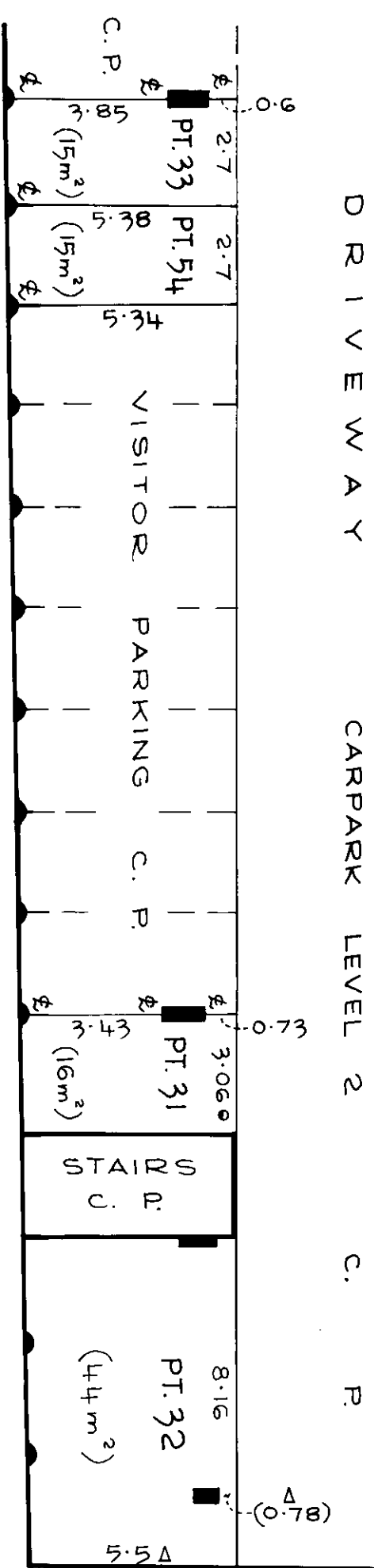
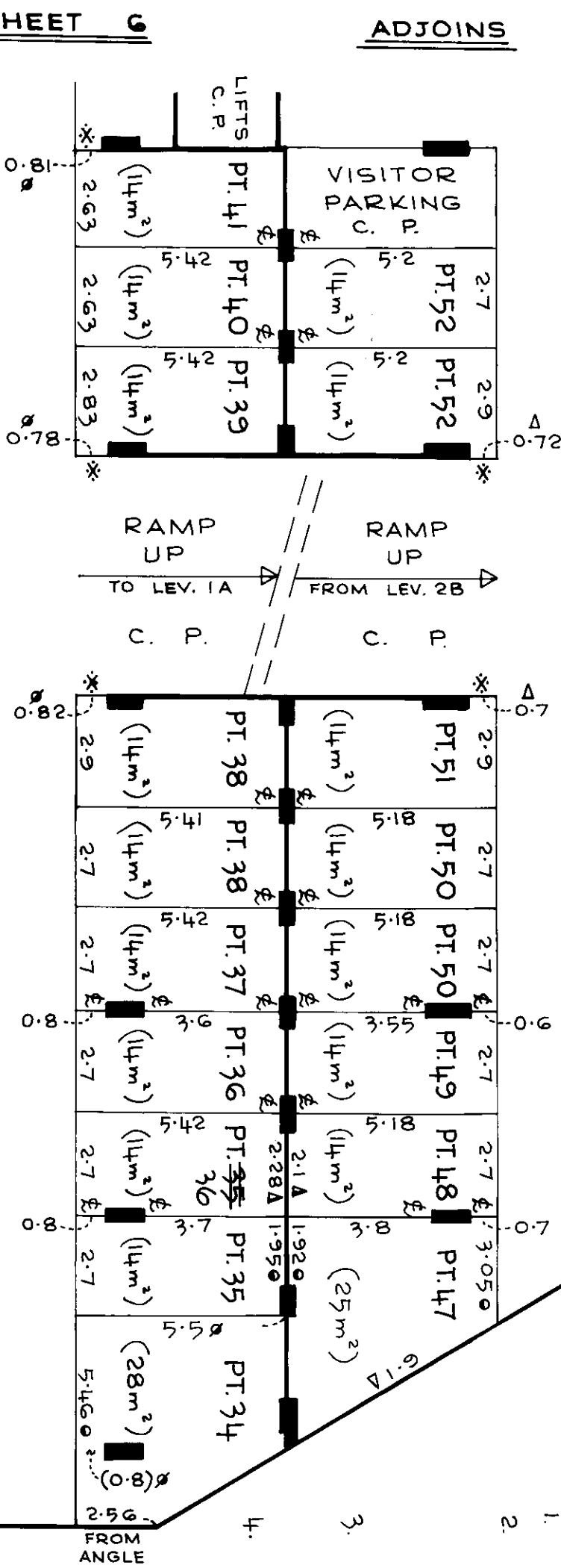
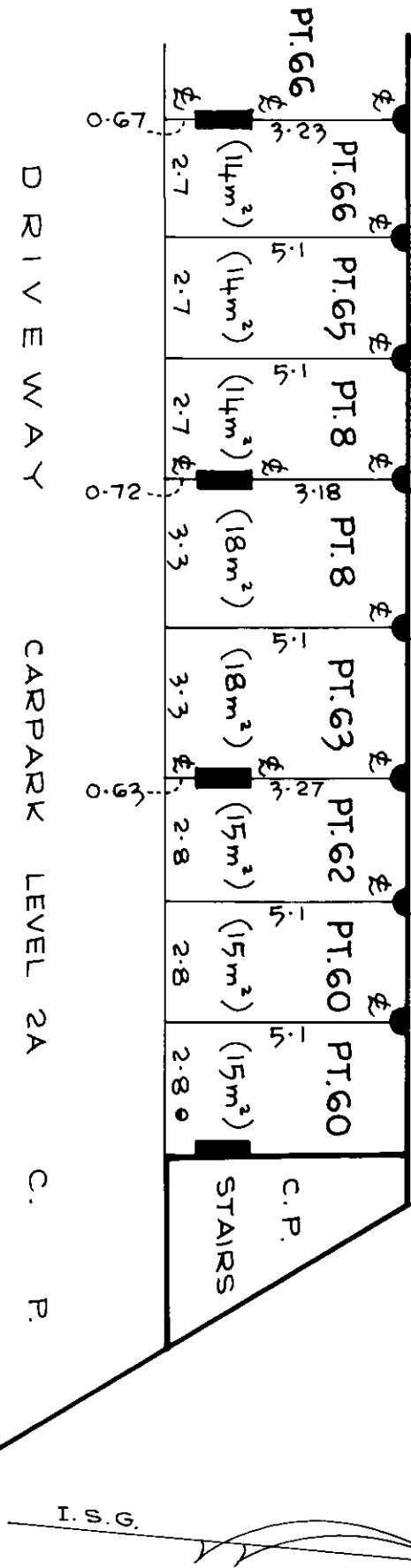
*[Signature]*  
General Manager/Authorised Person

SURVEYORS REFERENCE: S.15397X (13289) P.2220B

23.6.2000

SP63181

CARPARK LEVELS 2 & 2A



NOTES :-

1. C.P. - COMMON PROPERTY
2. Δ - FROM NORTH FACE OF WALL/COLUMN  
Δ - FROM EAST FACE OF WALL/COLUMN  
Δ - FROM SOUTH FACE OF WALL/COLUMN  
Δ - FROM WEST FACE OF WALL/COLUMN  
Δ - CENTRELINE FACE OF COLUMN/ DUCT
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
4. \* - PROLONGATION OF FACE OF COLUMN

SHEET 6

ADJOINS

Reduction Ratio 1: 150

Lengths are in metres

Steven F. Brown  
Registered Surveyor

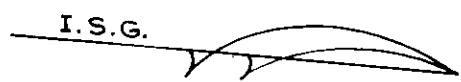
General Manager/Authorised Person

SURVEYORS REFERENCE: S.15397X (13289) P.2220B

23-6-2000

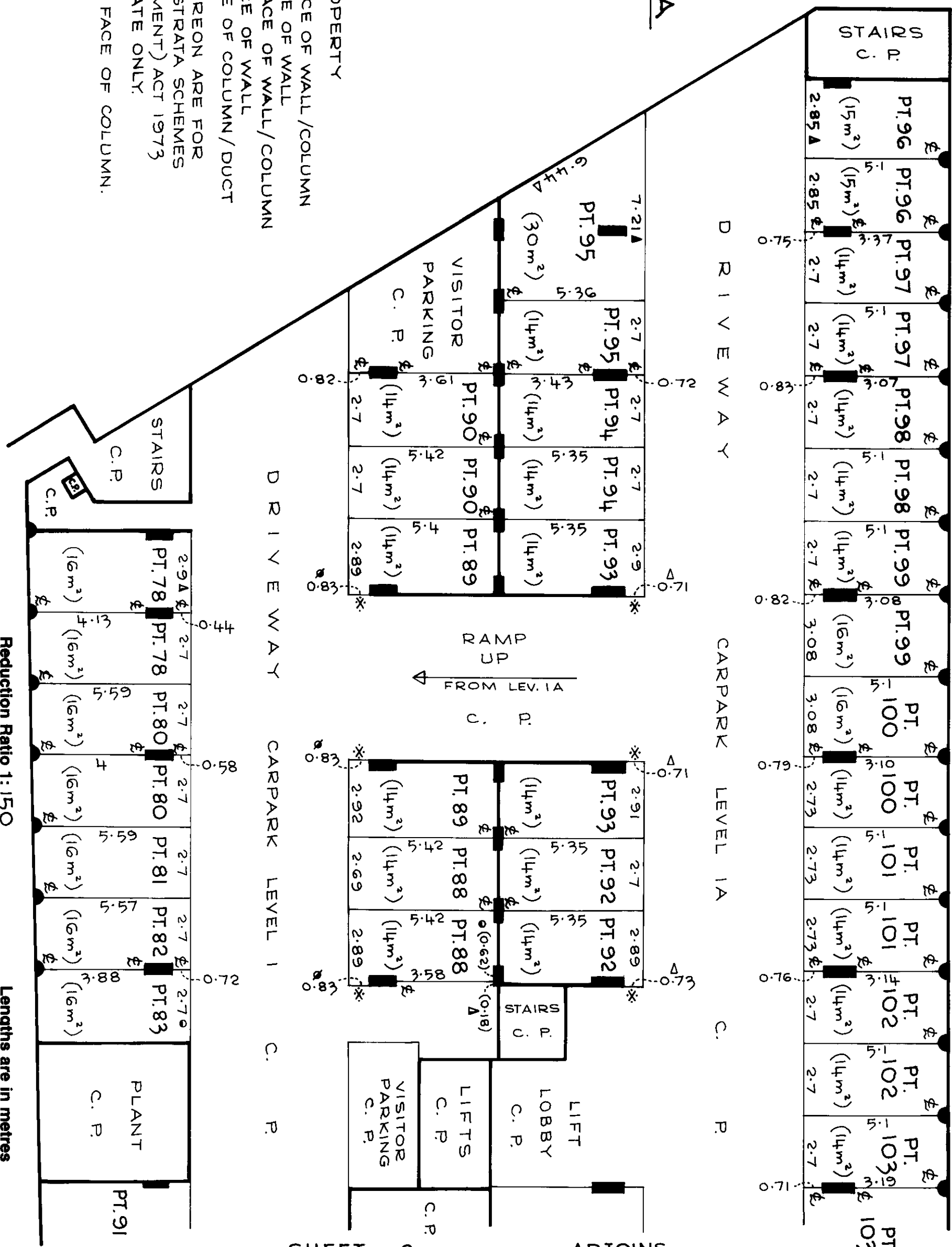


SP63181



CARPARK

LEVELS 1 & 1A



NOTES :-

- 1. C.P. - COMMON PROPERTY
- 2. Δ - FROM NORTH FACE OF WALL / COLUMN
- Δ - FROM EAST FACE OF WALL
- Δ - FROM SOUTH FACE OF WALL / COLUMN
- Δ - FROM WEST FACE OF WALL
- Δ - CENTRELINE FACE OF COLUMN / DUCT
- 3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
- 4. \* - PROLONGATION OF FACE OF COLUMN.

Reduction Ratio 1:150

Lengths are in metres

Steven F. Brown  
Registered Surveyor

General Manager/Authorised Person

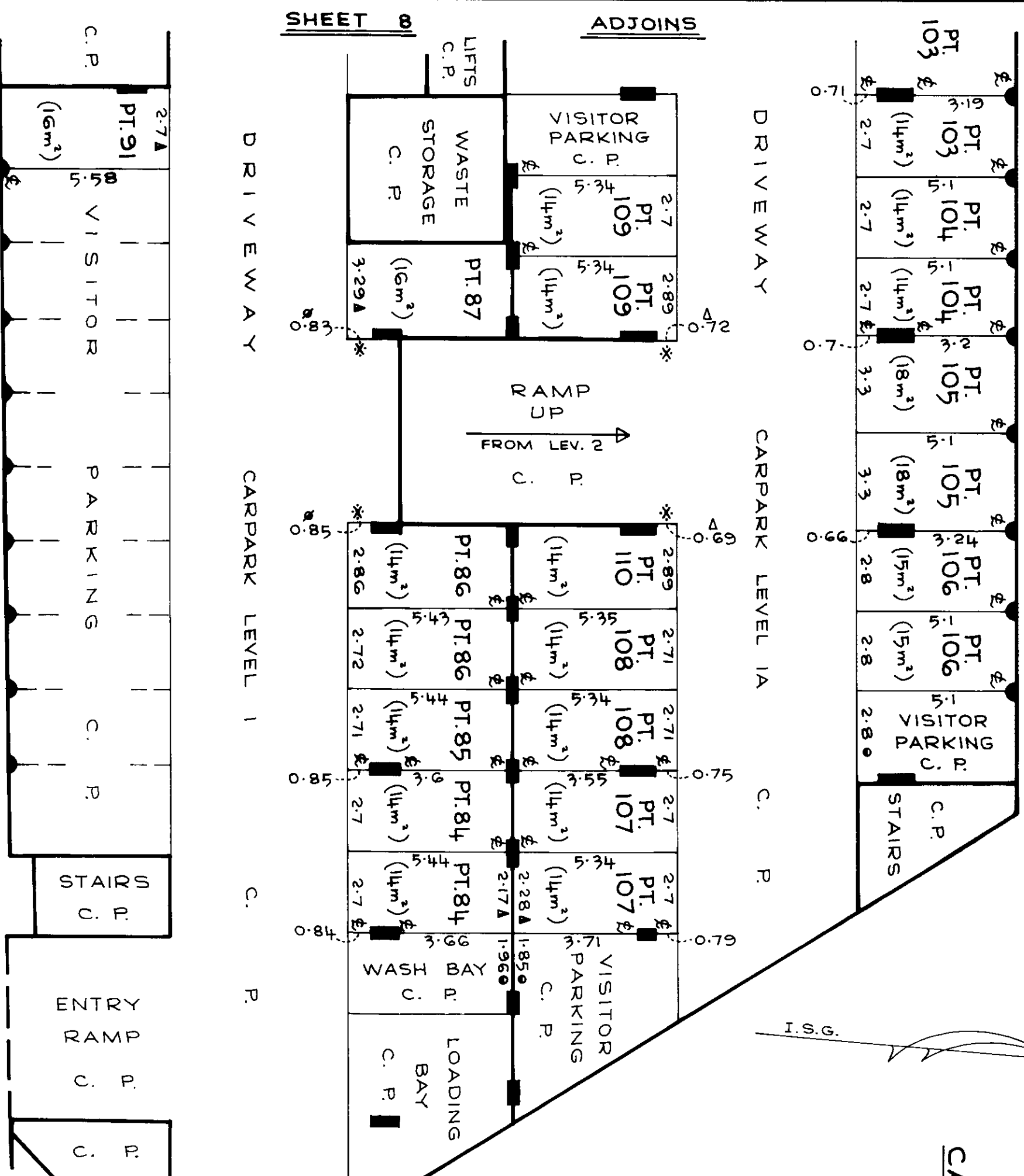
SURVEYOR'S REFERENCE: S.153397X (13289) P.2220 B

SP63181

CARPARK LEVELS 1 & 1A

NOTES :-

- 1. C.P. - COMMON PROPERTY
- 2. A - FROM NORTH FACE OF WALL / COLUMN  
A - FROM EAST FACE OF WALL  
S - FROM SOUTH FACE OF WALL / COLUMN  
W - FROM WEST FACE OF WALL  
C - CENTRELINE FACE OF COLUMN / DUCT
- 3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
- 4. \* - PROLONGATION OF FACE OF COLUMN



Reduction Ratio 1:150

Lengths are in metres

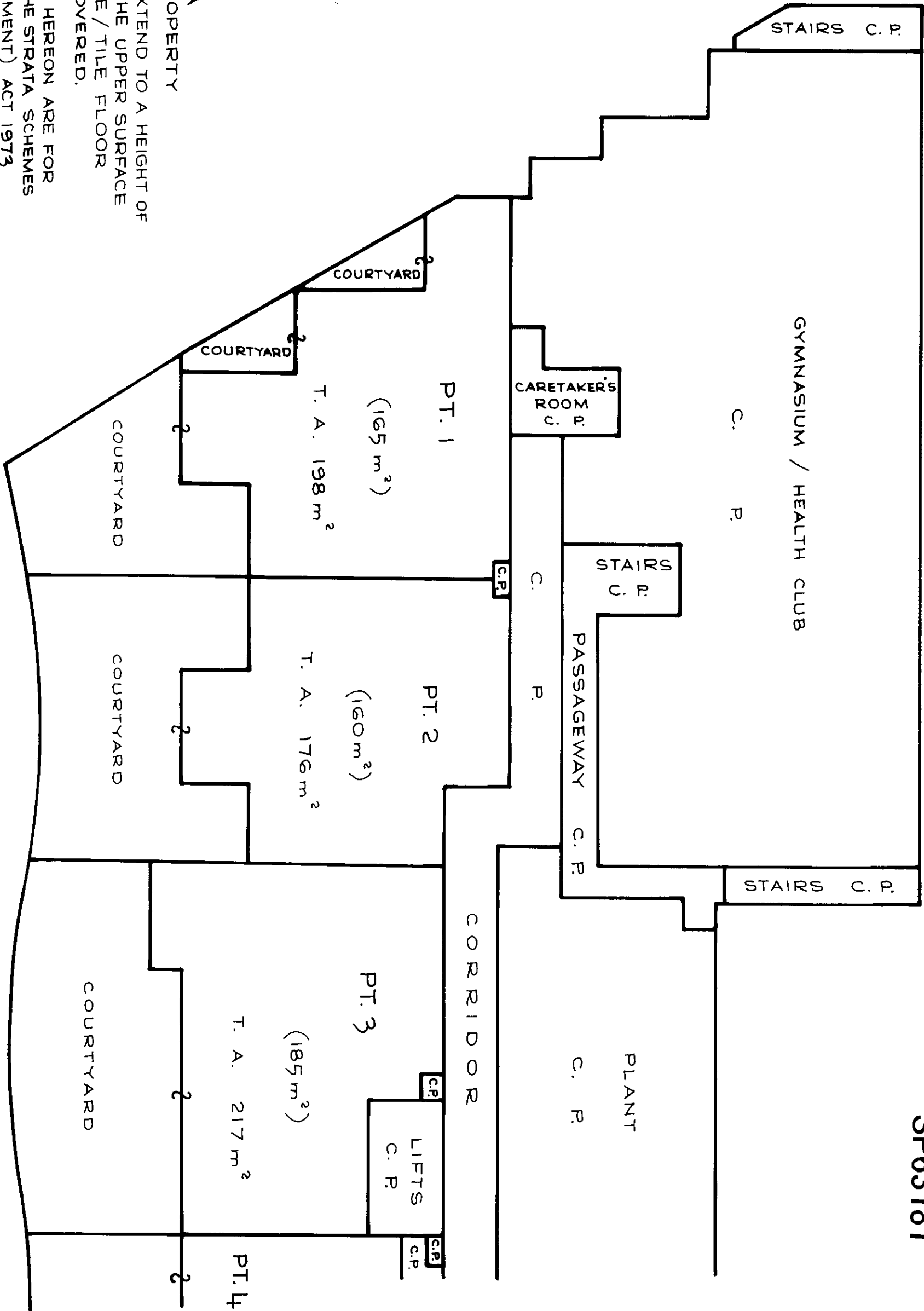
Steven F. Brown  
Registered Surveyor

General Manager/Authorised Person

LOWER GROUND FLOOR PLAN

SP63181

- NOTES:-
1. T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE COURTYARDS EXTEND TO A HEIGHT OF  
3 METRES ABOVE THE UPPER SURFACE  
OF THEIR CONCRETE / TILE FLOOR  
EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR  
THE PURPOSE OF THE STRATA SCHEMES  
(FREEHOLD DEVELOPMENT) ACT 1973  
AND ARE APPROXIMATE ONLY.



Reduction Ratio 1:150

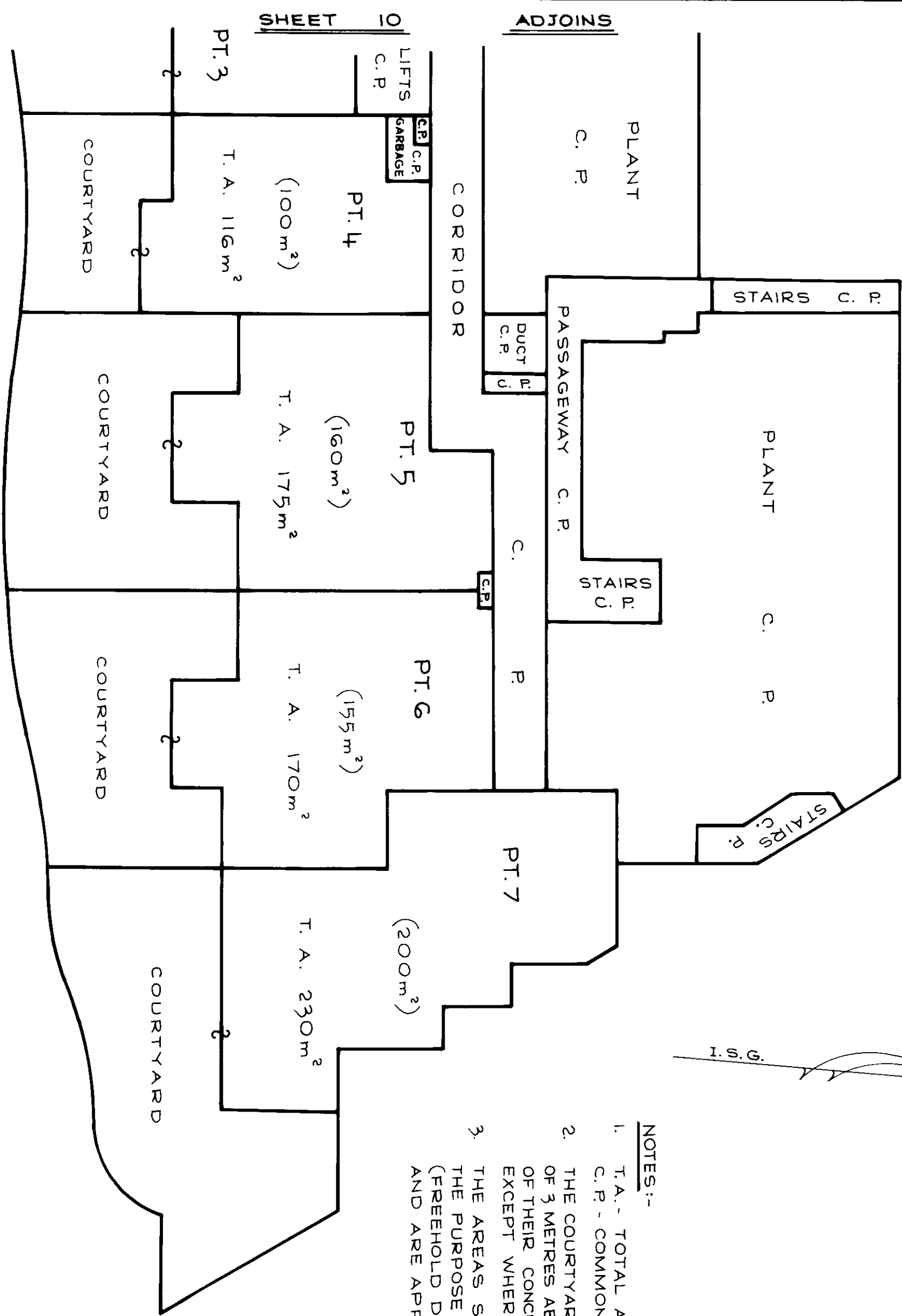
Lengths are in metres

Steven F. Brown  
Registered Surveyor

General Manager/Authorised Person

LOWER GROUND FLOOR PLAN

SP63181



NOTES:-

1. T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE COURTYARDS EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE / TILE FLOOR EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

ADJOINS SHEET 10

Reduction Ratio 1: 150

Lengths are in metres

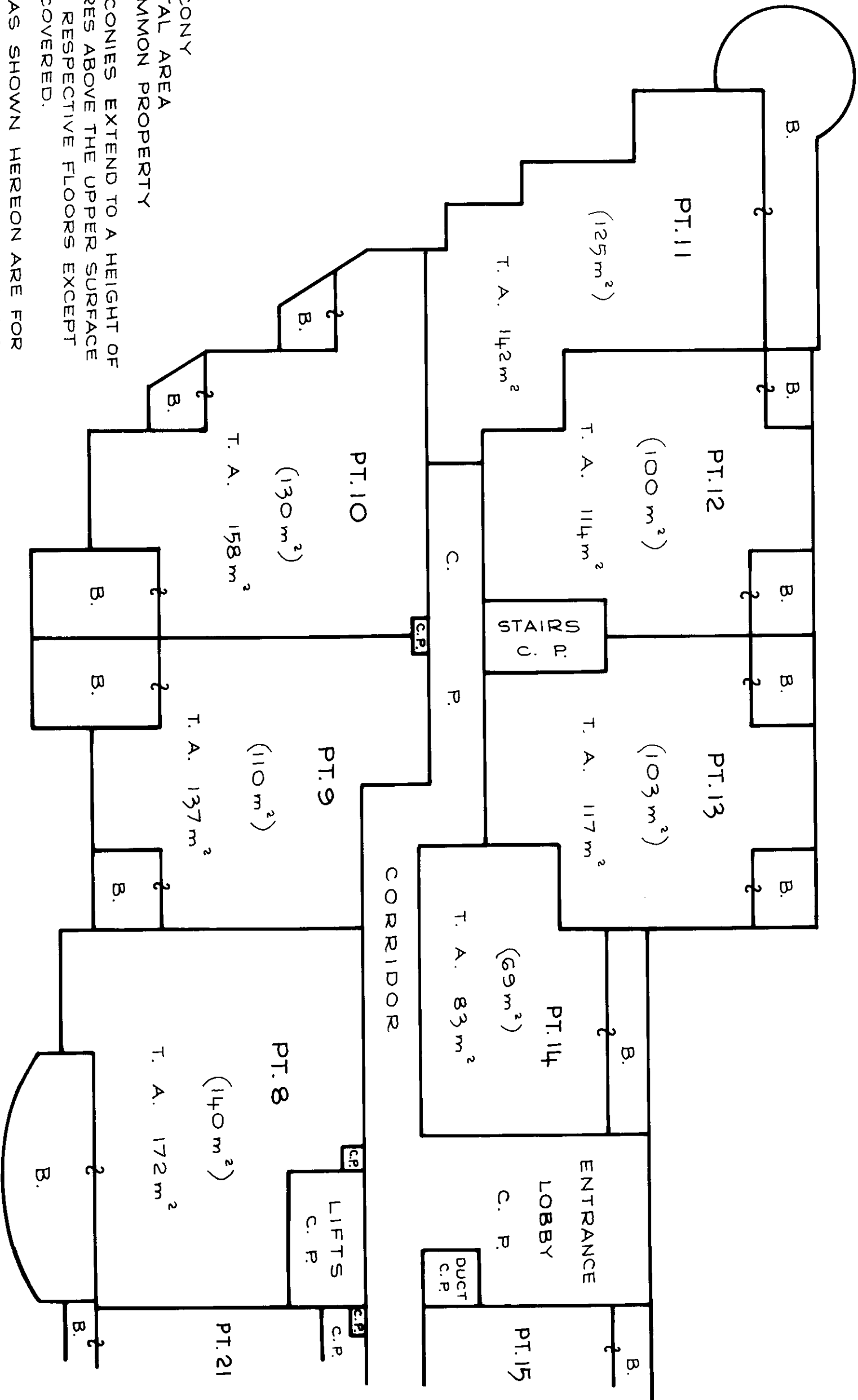
Surveyor's Reference: S.15397X (13289) P.2220 B

General Manager/Authorised Person

GROUND FLOOR PLAN

SP63181

- NOTES:-
1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



SHEET 13

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

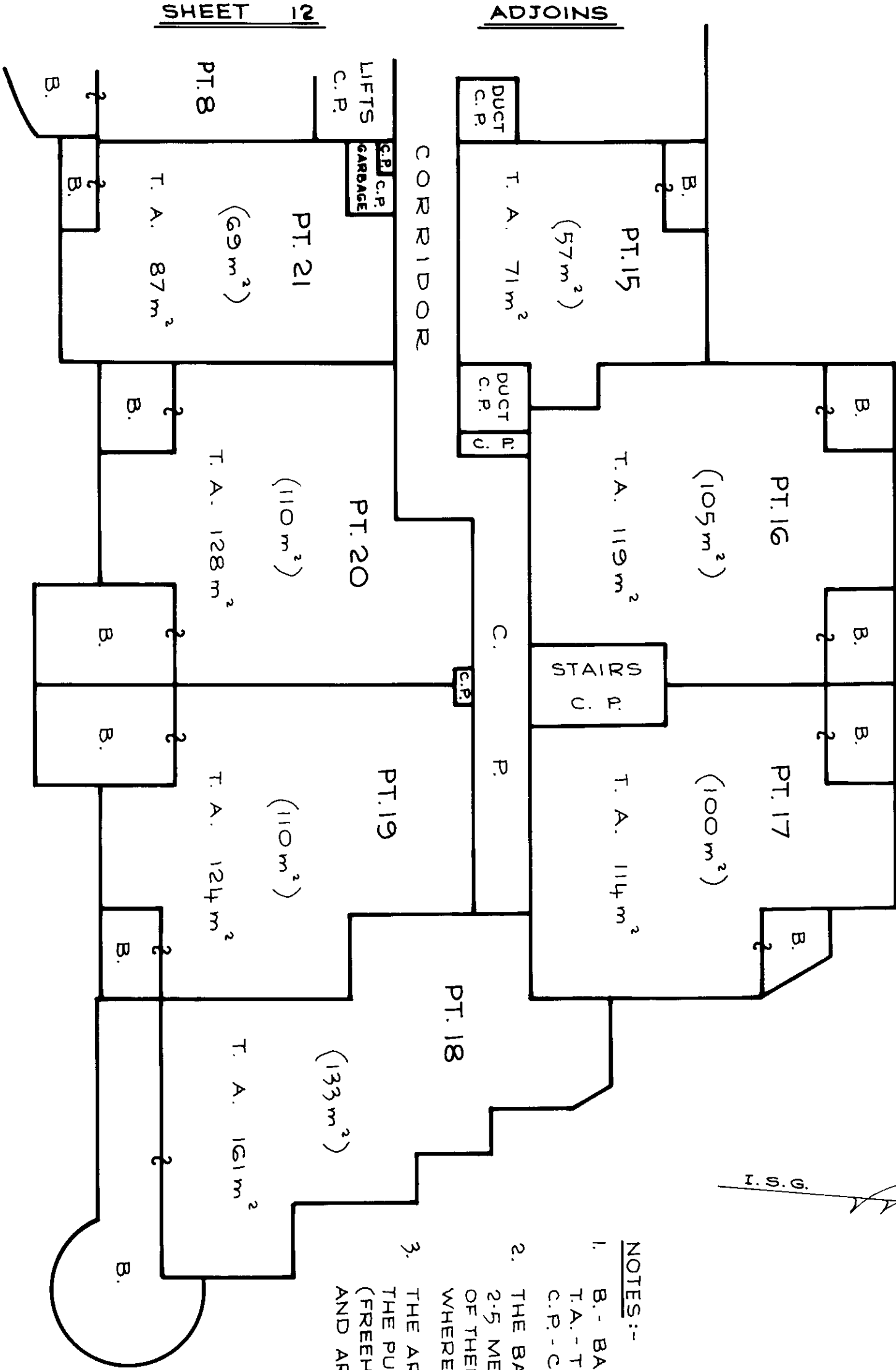
Kevin T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.153397X (13289) P.2220 B

GROUND FLOOR PLAN

SP63181



NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 12

Reduction Ratio 1: 150

Lengths are in metres

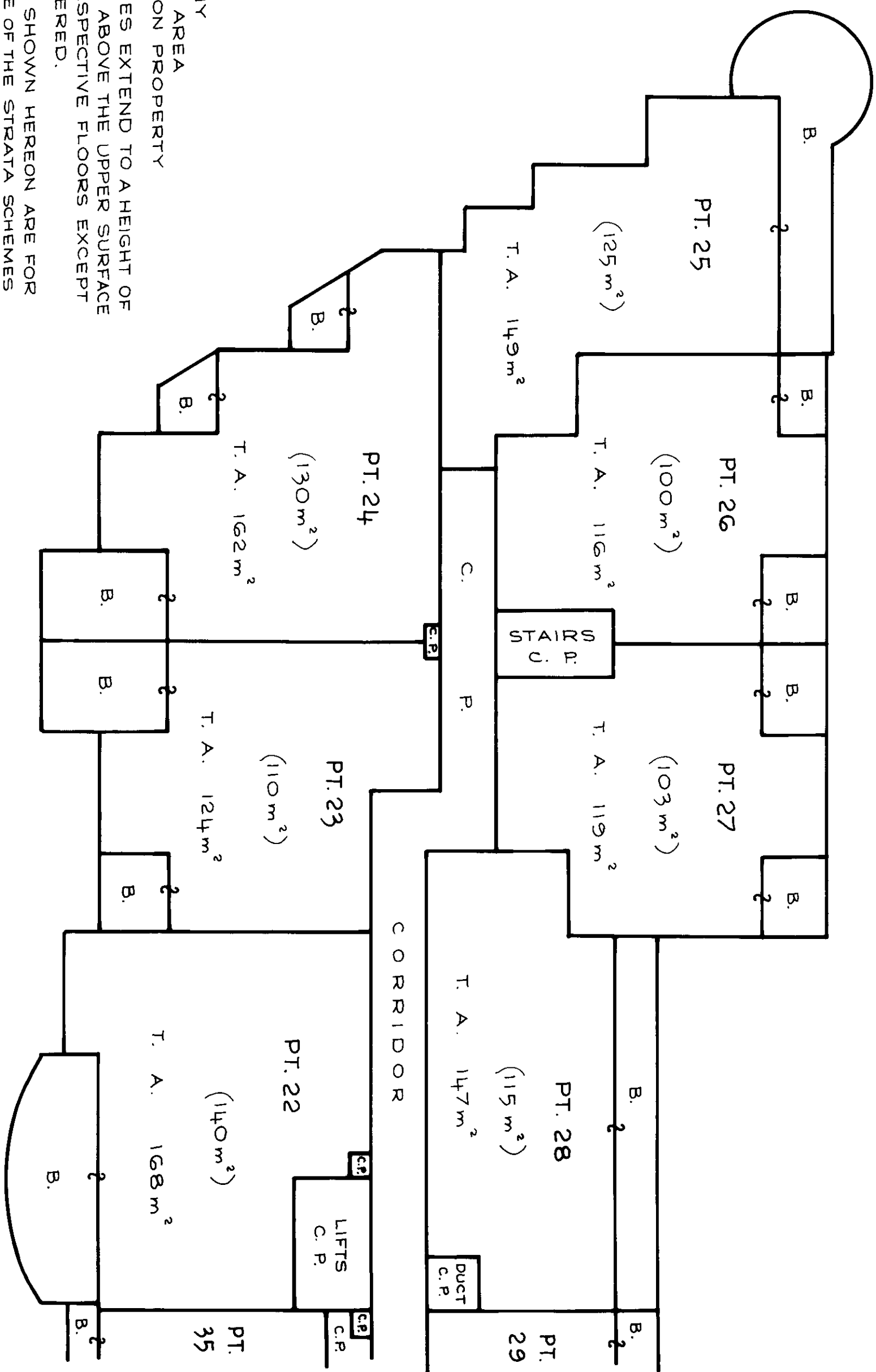
Steven F. Brown  
Registered Surveyor

General Manager/Authorised Person

FIRST FLOOR PLAN

SP63181

I. S. G.



NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 15

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

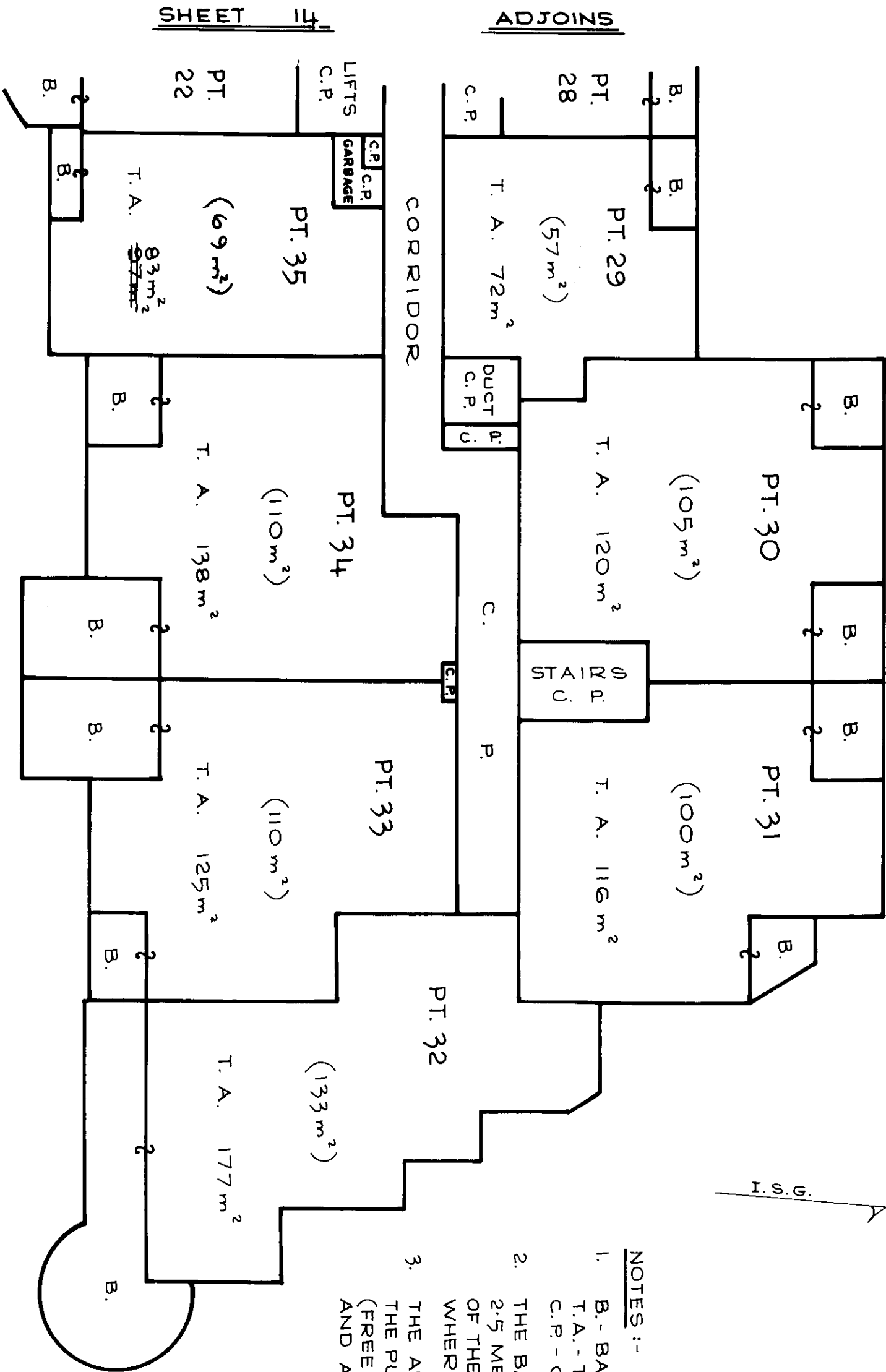
Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

FIRST FLOOR PLAN

SP63181



I. S. G.

NOTES :-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 150

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

23-6-2000



**SP63181**

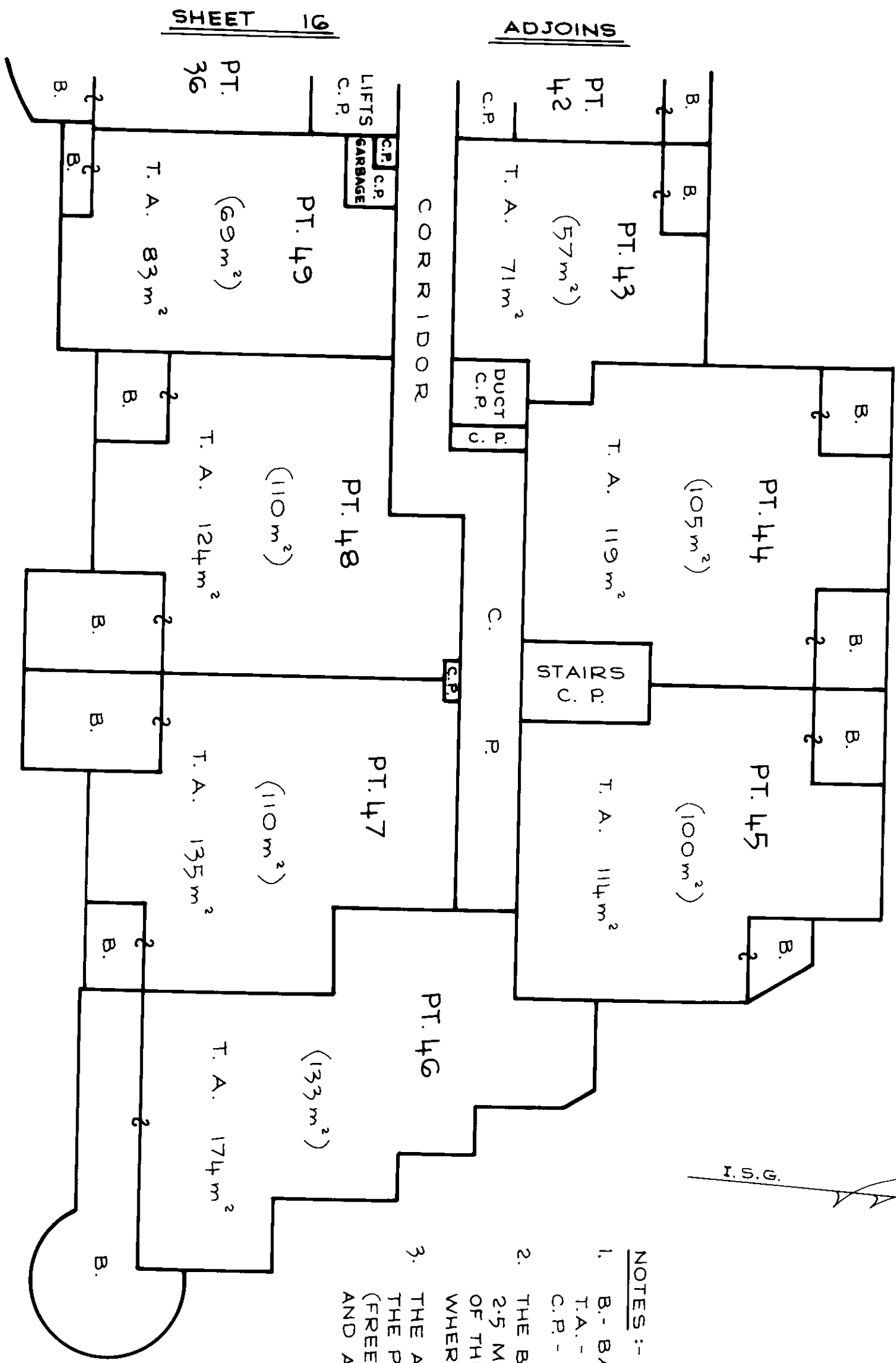


**Lengths are in metres**

General Manager/Authorised Person

SECOND FLOOR PLAN

SP63181



NOTES :-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 19

Reduction Ratio 1: 150

Lengths are in metres

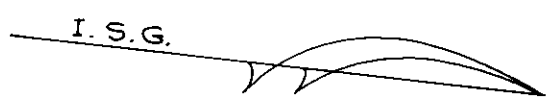
Steven T Brown  
Registered Surveyor

General Manager/Authorised Person

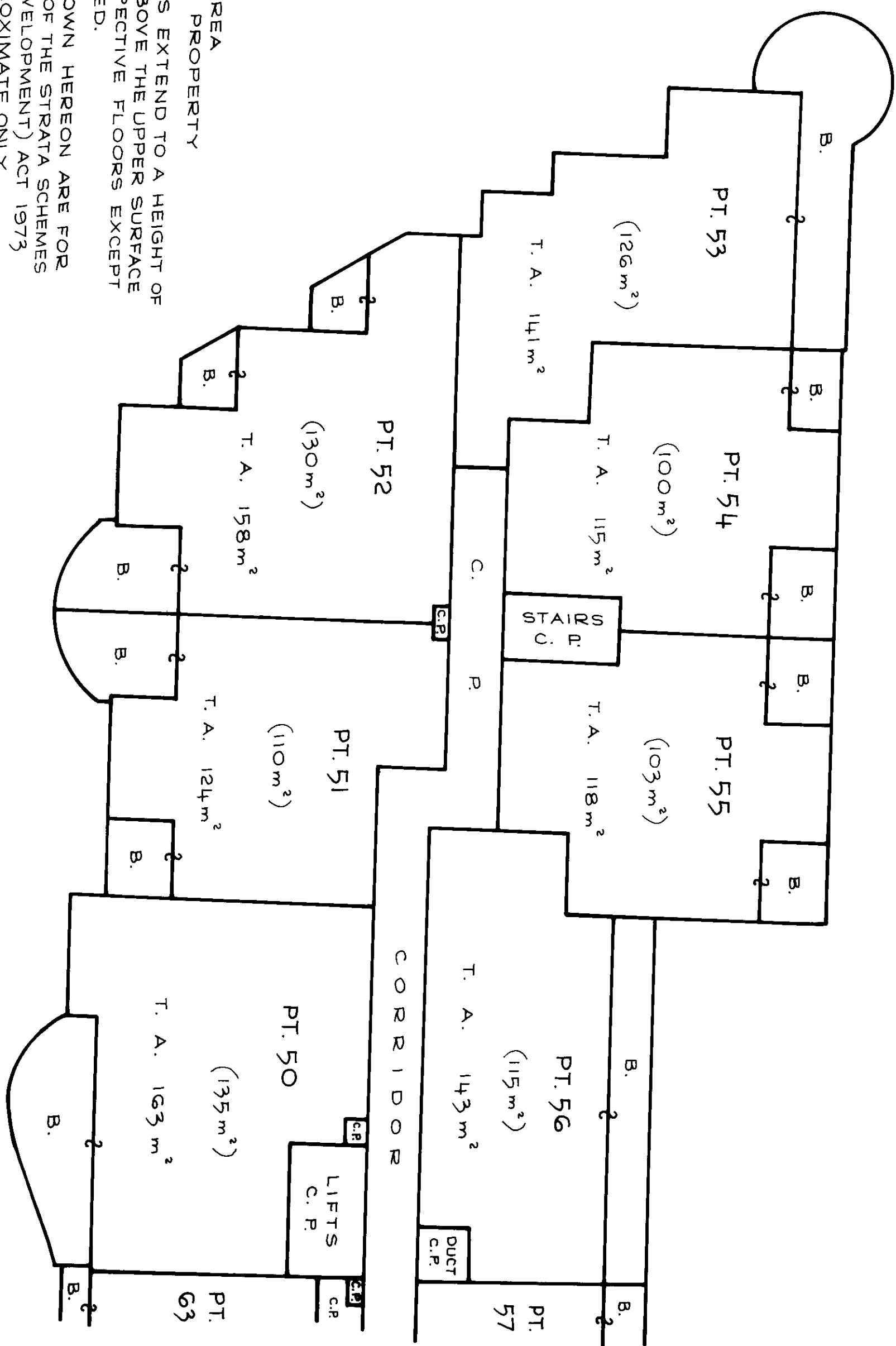
SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

THIRD FLOOR PLAN

SP63181



- NOTES :-**
1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



SHEET 19

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

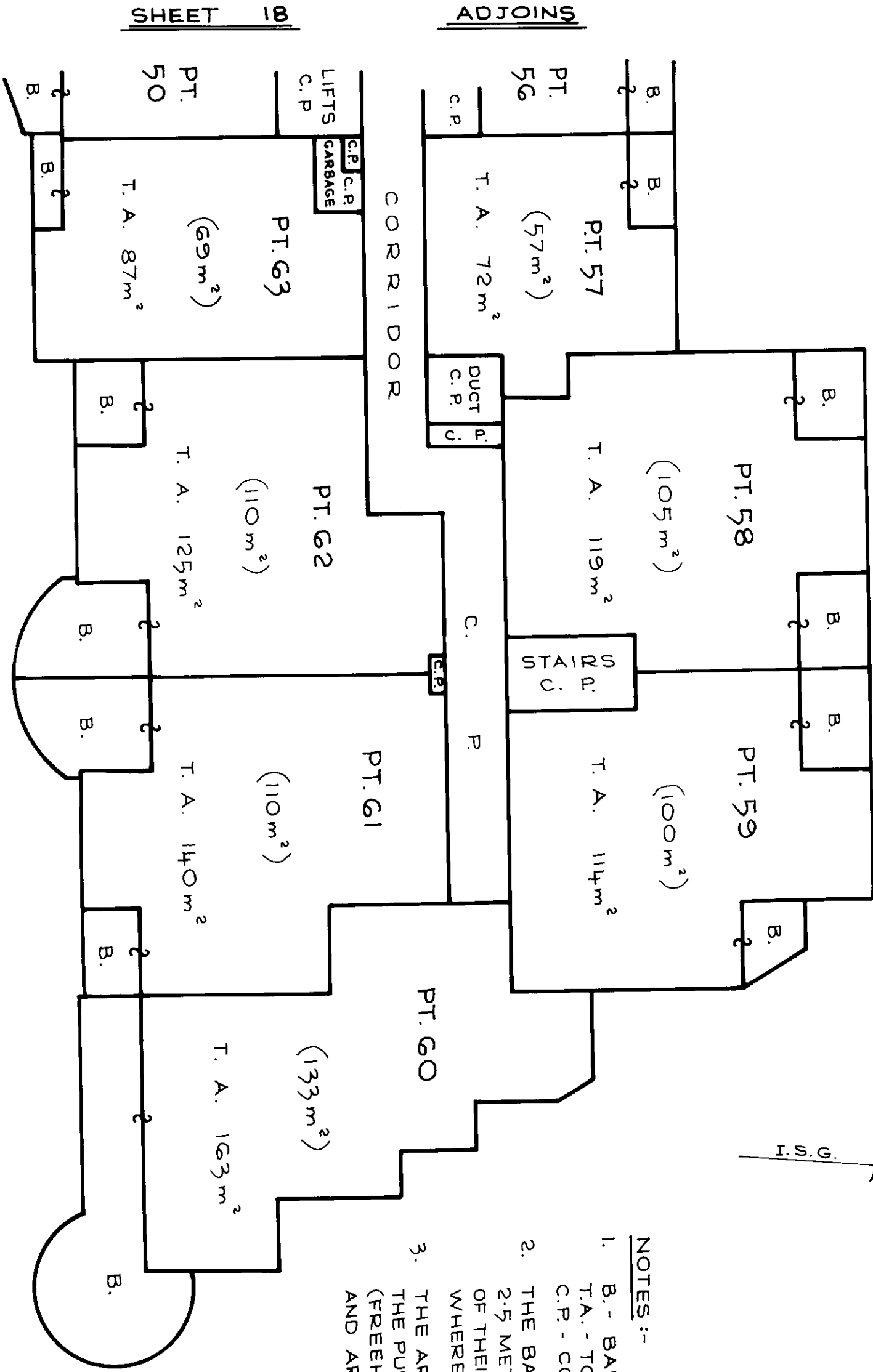
Steven T Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P2220B

THIRD FLOOR PLAN

SP63181



I.S.G.

NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

ADJOINS

SHEET 18

Reduction Ratio 1:150

Lengths are in metres

Steven T. Brown  
Registered Surveyor

Georges Menege/Authorised Person

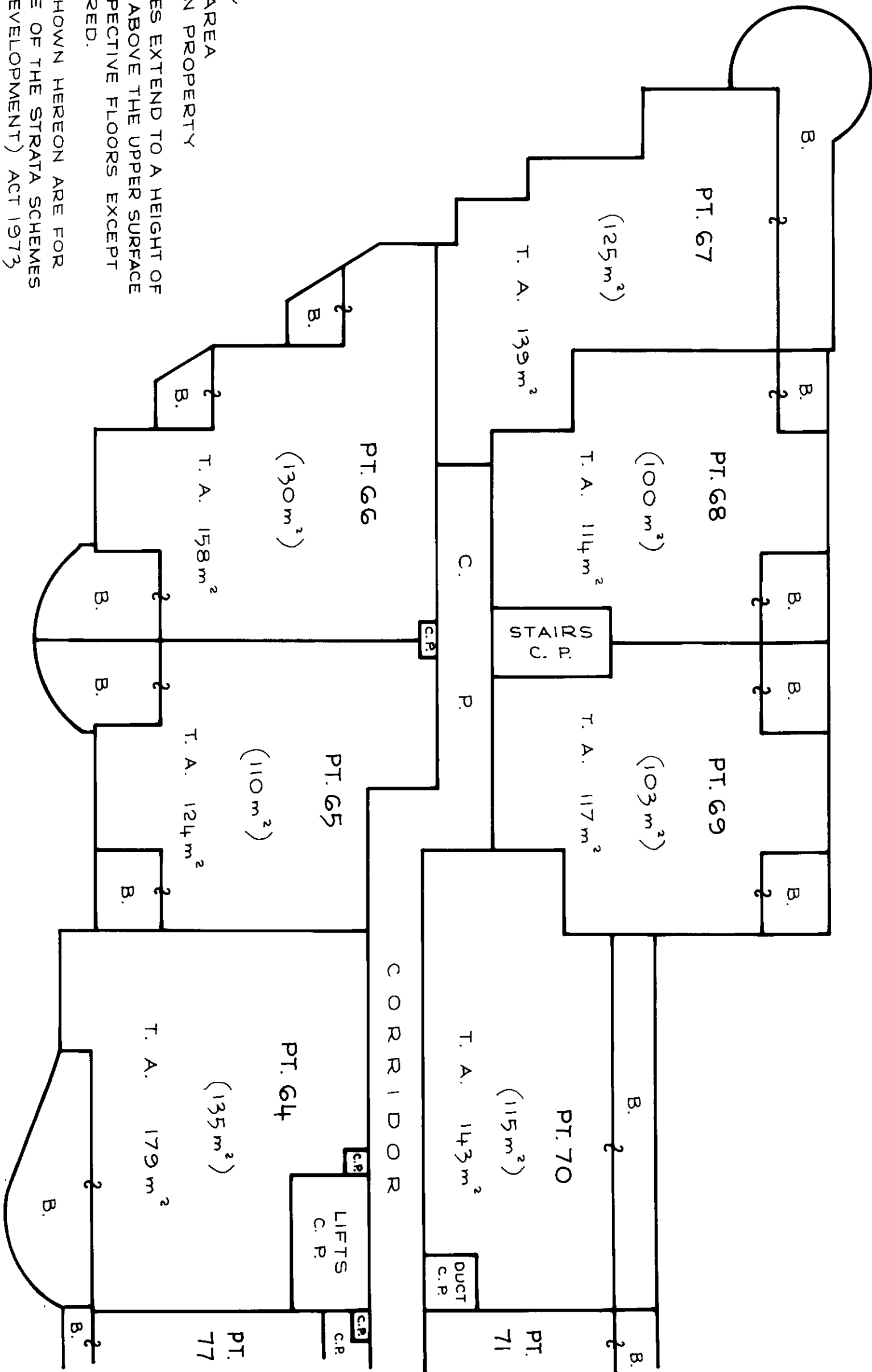
SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

FOURTH FLOOR PLAN

SP63181

I.S.G.

- NOTES:-
1. B - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



SHEET 21

ADJOINS

Reduction Ratio 1:150

Lengths are in metres

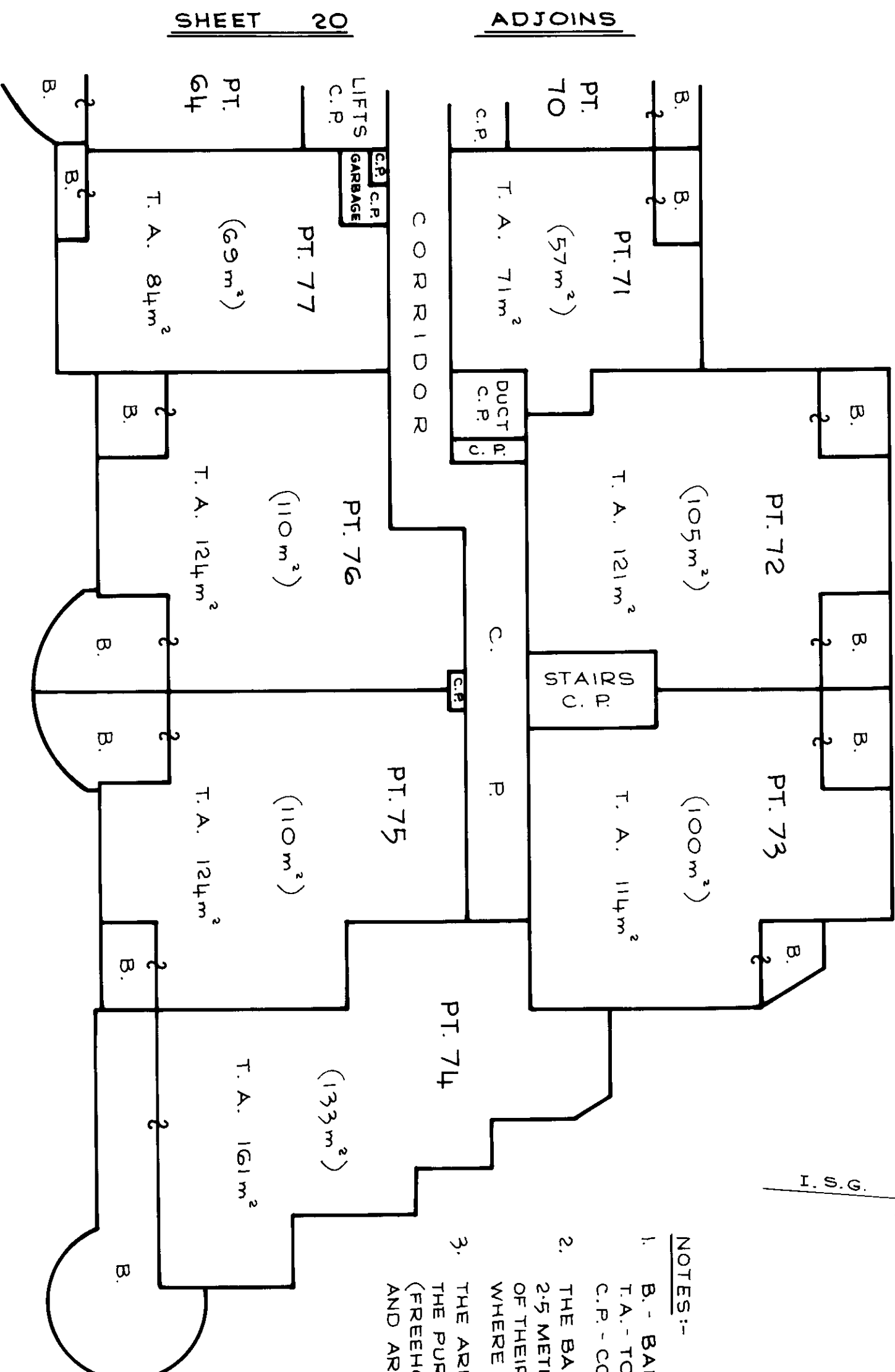
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

## FOURTH FLOOR PLAN

SP63181



## NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 20

ADJOINS

Reduction Ratio 1: 150

Lengths are in metres

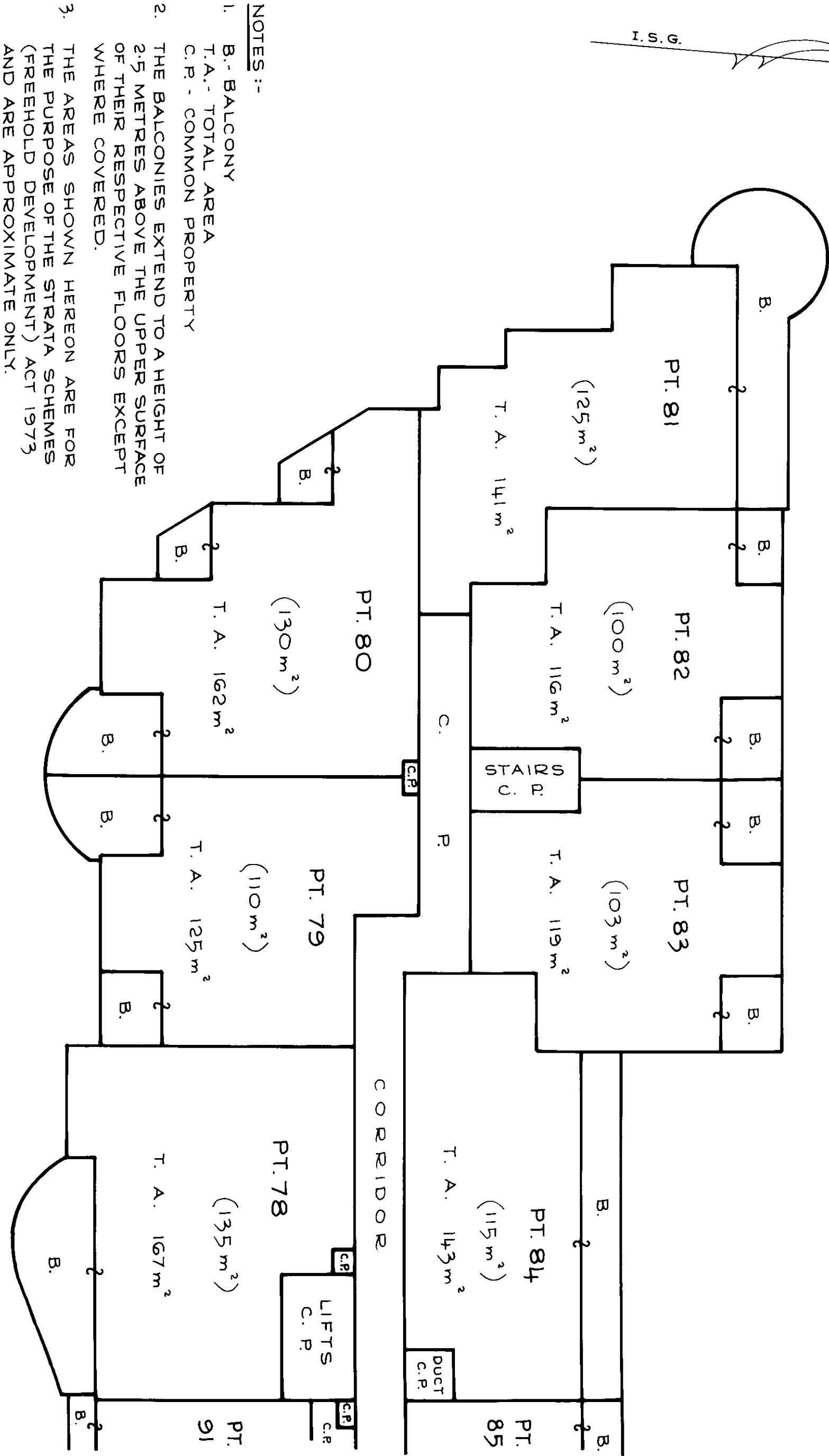
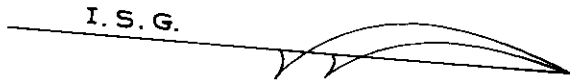
Steven T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

FIFTH FLOOR PLAN

SP63181



NOTES :-

1. B.- BALCONY  
T.A.- TOTAL AREA  
C.P.- COMMON PROPERTY
2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 23

ADJOINS

Reduction Ratio 1: 150

Lengths are in metres

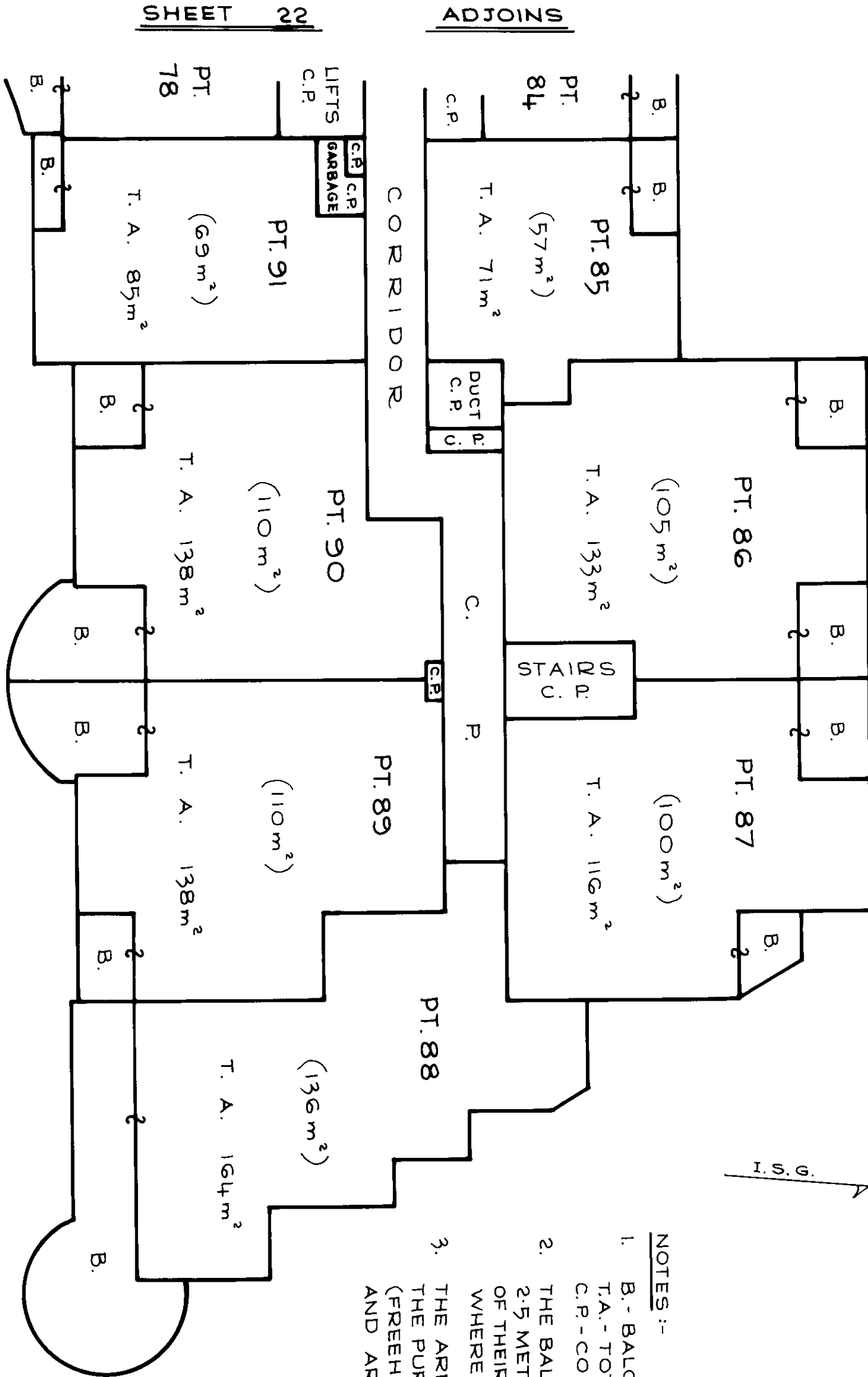
Kevin T. Brown  
Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220B

FIFTH FLOOR PLAN

SP63181



- NOTES :-
1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
  2. THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
  3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

ADJOINS

SHEET 22

Reduction Ratio 1:150

Lengths are in metres

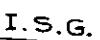
Registered Surveyor

General Manager/Authorised Person

SURVEYORS REFERENCE: S.15397X (13289) P.2220B



**SP63181**



- SHEET 25.

ADJOINS

**Lengths are in metres**

Registered Surveyor

General Manager/Authorised Person

**SP63181**



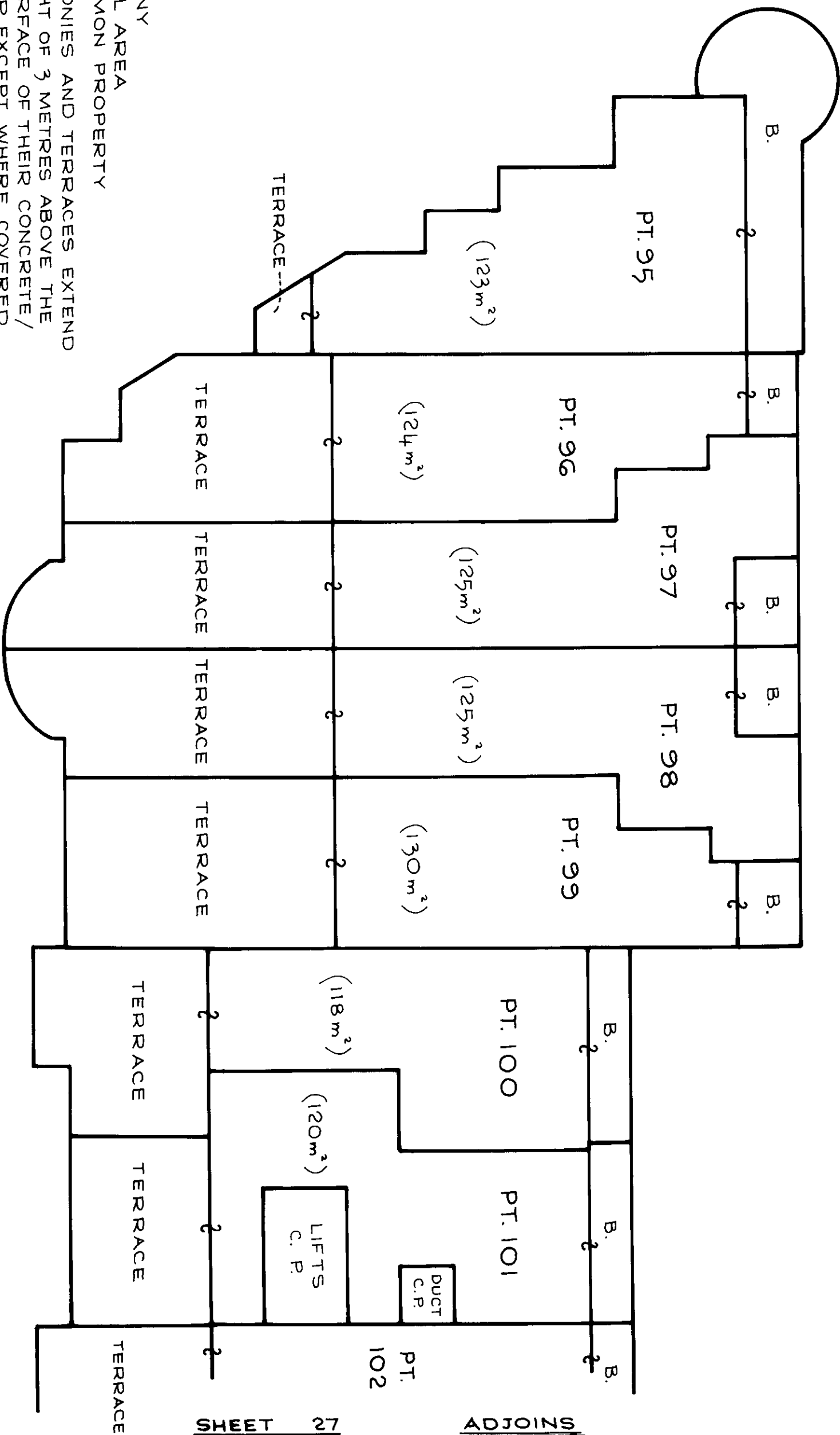
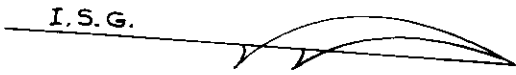
- NOTES:

**Lengths are in metres**

**General Manager/Authorised Person**

SEVENTH FLOOR PLAN

SP63181



NOTES:-

1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
2. THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE/TILE FLOOR EXCEPT WHERE COVERED.
3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 150

Lengths are in metres

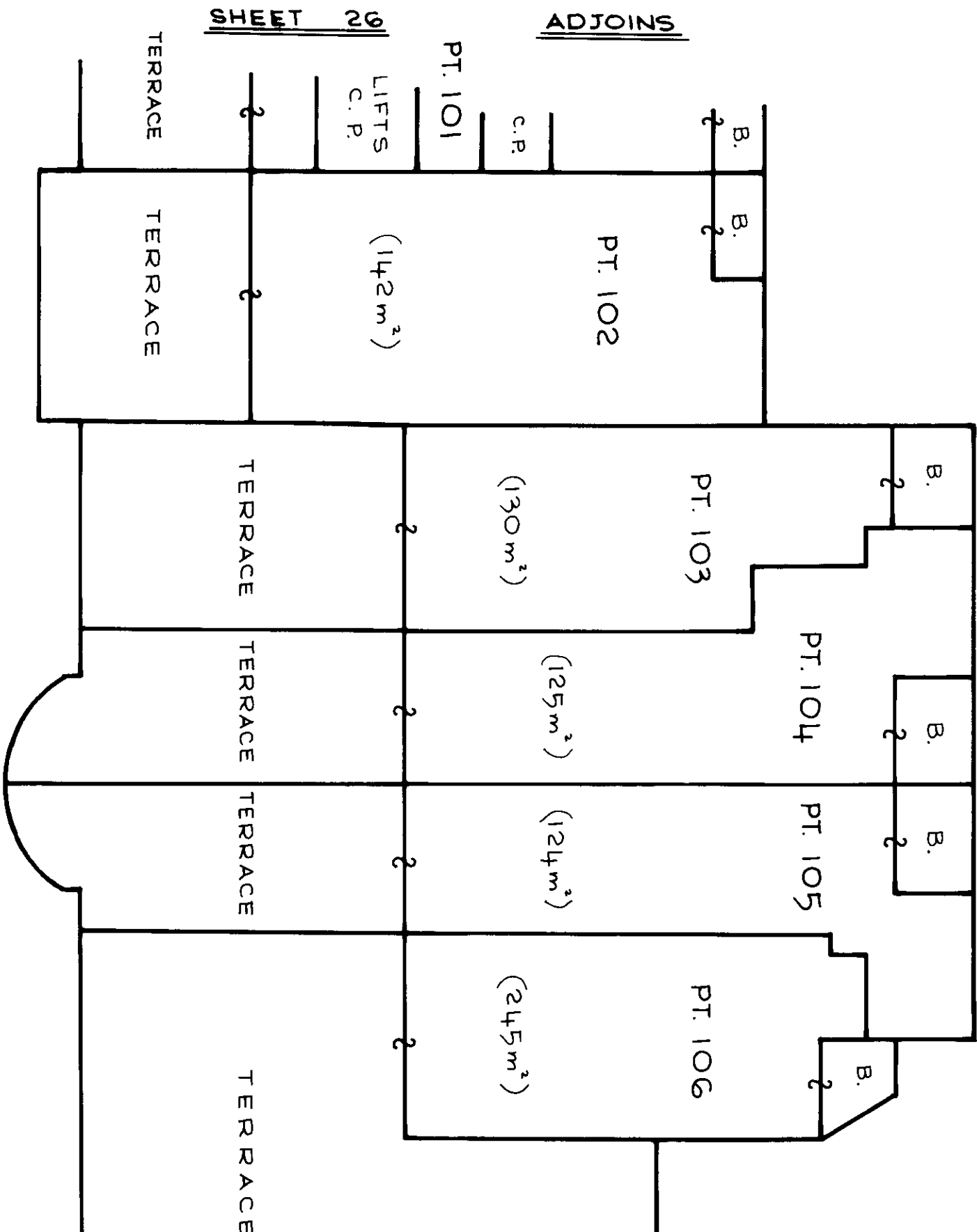
*Steven F. Brown*  
Registered Surveyor

*[Signature]*  
General Manager/Authorised Person

SURVEYOR'S REFERENCE: S.15397X (13289) P.2220 B

SEVENTH FLOOR PLAN

SP63181



NOTES :-

- 1. B. - BALCONY  
T.A. - TOTAL AREA  
C.P. - COMMON PROPERTY
- 2. THE BALCONIES AND TERRACES EXTEND TO A HEIGHT OF 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE/TILE FLOOR EXCEPT WHERE COVERED.
- 3. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

SHEET 26

Reduction Ratio 1: 150

Lengths are in metres

Surveyor's Reference: S. 15397X (13289) P. 2220 B  
Registered Surveyor: *Steven T. Brown*  
General Manager/Authorised Person: *[Signature]*



SIGNED SEALED AND DELIVERED  
For and on behalf of  
ST GEORGE BANK LIMITED  
A.C.N. 055 513 070 by its  
attorneys under power of  
attorney registered No. 125  
Book 4182

ATTORNEY  
Name: Graham Marshall  
Position: Executive Manager  
Position Held: Commercial Property Division

WITNESS  
Name: Tony  
Position: Senior Relocation  
Property

WITNESS  
Name: Tony  
Position: Senior Relocation  
Property

Crown Lands Office Approval

PLAN APPROVED

Authorised Officer

Land District

Paper No.

Field Book

Subdivision Certificate

I certify that the provisions of s.108(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

"Subdivision" set out hereof

(Insert subdivision of new road)

Authorised Practice/Professional/Professional Certificate

Consent Authority: KOGARAH COUNCIL

Date of endorsement: 13. JUNE 2000

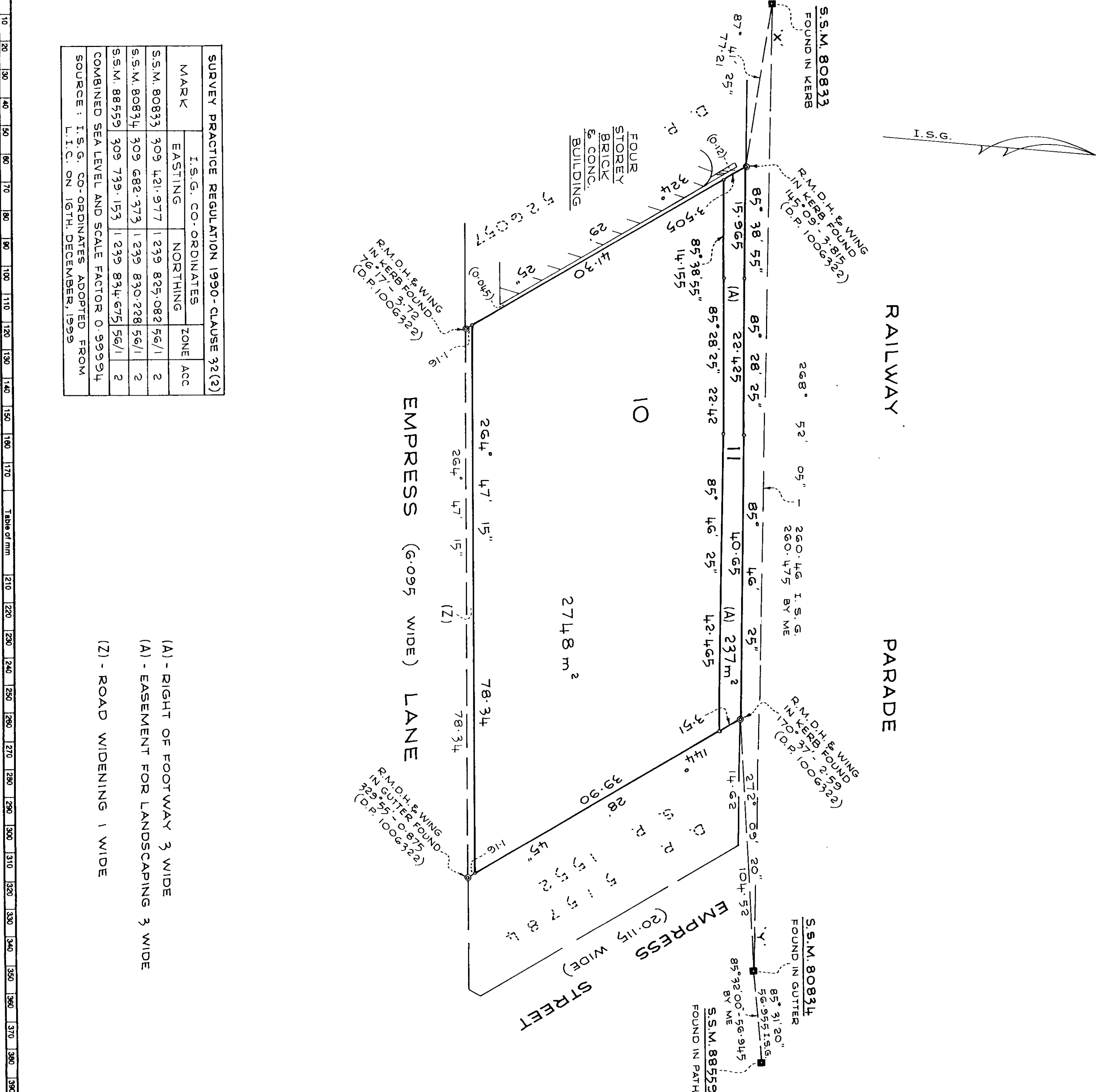
Accreditation No.

Subdivision Certificate No. 36.4/100

File No. 01/36/100

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

SURVEYOR'S REFERENCE: S.15532X (13289) P.2220 B



SURVEY PRACTICE REGULATION 1990 - CLAUSE 32(2)			
MARK	I.S.G. CO-ORDINATES		ZONE ACC
	EASTING	NORTHING	
S.S.M. 80833	309 421.977	1 239 825.082	56/1 2
S.S.M. 80834	309 682.973	1 239 830.228	56/1 2
S.S.M. 88559	309 739.153	1 239 834.675	56/1 2
COMBINED SEA LEVEL AND SCALE FACTOR 0.99994			
SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM			
L.I.C. ON 10TH DECEMBER, 1999			

CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1014645

Registered: 4/20-6-2000

C.A. SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 0937 - 71

Last Plan: D.P. 1006322

PLAN OF SUBDIVISION OF  
LOT 1 IN D.P. 1006322

Lengths are in metres. Reduction Ratio: 1: 400

LGA KOGARAH

Locality: HURSTVILLE

Parish: ST. GEORGE

County: CUMBERLAND

This is a copy of the plan as submitted.

Surveyors (Practice) Regulation 1996

KEVIN FRANCIS BROWN

of D.K. 113/90 HURSTVILLE

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

that this survey, prepared in accordance with the Surveyors Act, 1929, and was

completed on 20TH DECEMBER, 1999

The survey relates to LOTS 10 & 11

(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

(Signature) Kevin F. Brown

Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/development

D. P. 1006322

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE LAND MARKED "ROAD WIDENING 1 WIDE" TO THE PUBLIC AS ROAD.

IT IS INTENDED TO CREATE PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919, AS AMENDED:-

1. RIGHT OF FOOTWAY 3 WIDE

2. EASEMENT FOR LANDSCAPING 3 WIDE

IN THE TERMS OF THE ACCOMPANYING INSTRUMENT SIGNED BY THE AUTHORISED PERSON

PHONE 9570-2288 FAX 9580-0437

**Instrument setting out terms of easements intended to be created pursuant to section  
88B of the Conveyancing Act, 1919.**

Sheet 1 of 3 sheets

**DP1014645**

**PART 1**

**Plan:** Plan of subdivision of lot 1 in DP 1006322,  
covered by Council Certificate No 36A/00  
of 13 June 2000

**Full name and address of  
proprietor of the land:** High Trade Company Pty Limited ACN  
of level 1, 60B Henry Lawson Drive,  
Peakhurst, NSW

- 1 Identity of easement firstly referred to  
in the above mentioned plan** Right of Footway 3 wide

	Schedule of lots etc. affected
Lot Burdened	Lot Benefited
11	10

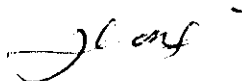
- 2 Identity of easement secondly referred  
to in the above mentioned plan** Easement for Landscaping 3 wide

Lot Burdened	Lot Benefited
11	10

**PART 2**

**Terms of Easement for Landscaping 3 wide secondly referred to in the plan:**

1. The owner of the lot benefited may landscape and erect a fence on the land burdened in accordance with plans approved by Kogarah Council.
2. In exercising its rights under this easement, the owner of the lot benefited and every person authorised by that owner may:
  - 2.1. go on to the lot burdened with any tools and equipment appropriate for the work;
  - 2.2. plant trees, shrubs and other plants and grass
  - 2.3. install lighting fittings, fountains, statuary and other landscape objects;



DP1014645

**Instrument setting out terms of easements intended to be created pursuant to section  
88B of the Conveyancing Act, 1919.**

Lengths are in metres

Sheet 2 of 3 sheets

- 2.4. lay underground pipes and conduits for drainage, and watering systems and for lighting purposes;
  - 2.5. remove from the lot existing soil and may bring on to the lot soil mulch and other landscaping products;
  - 2.6. alter the soil levels;
  - 2.7. do any other thing desirable for enhancing the landscaped effect on the lot.
3. The owner of the lot benefited must properly maintain the lot burdened including by removing dead or dying plants and plant material and weeds, and must ensure that the vegetation is adequately watered, fertilised and pruned. This obligation ceases when Kogarah Council dedicates the lot burdened for road widening or other public purposes.

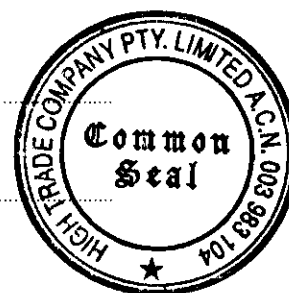
**Name of person or authority empowered to release, vary or modify the Easement for Landscaping secondly referred to in the plan.**

Kogarah Council, which acknowledges that it will only exercise the right to extinguish this easement when the lot burdened is dedicated for road widening or other public purposes.

**Execution**

Executed by **High Trade Company Pty Limited** (ACN 003 983 104)

<i>LI ZHONG LU</i>	<i>M. Director</i>	<i>[Signature]</i>
Name of officer	Office held	Signature of officer
<i>LI ZHONG LU</i>	<i>Director</i>	<i>[Signature]</i>
Name of officer	Office held	Signature of officer



**SIGNED SEALED AND DELIVERED**

For and on behalf of  
ST GEORGE BANK LIMITED  
(A.C.N. 055 513 070) by its  
attorneys under power of  
attorney registered No. 125  
Book

Executed by **St George Bank Limited** (ACN 6611753

) as mortgagee under mortgage

Name of officer

Office held

Signature of officer

*Lisa Miotto*  
Credit Analyst

Name of officer

Office held

Signature of officer

*Graham Marshall*  
Executive Manager  
Commercial Property Division

*Tony Mizzi*  
Senior Relationship Manager  
Property Finance

SH. 3/3.

Instrument setting out terms of easements intended to be  
created pursuant to section 88B of the Conveyancing Act 1919.  
sheet 3 of 3.

Executed by Kogarah Council

GEORGE ANDROWSKI  
Name of officer

Rev. As. Engineer  
Office held

Signature of officer

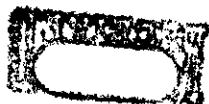
Name of officer

Office held

Signature of officer

J. Cas

DP1014645



High Trade 88B Easement 11/05/00

REGISTERED



20-6-2000



Form: 15CH  
Release: 1-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 20  
Real Property Act 1900



**AN149065L**

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

(A) <b>TORRENS TITLE</b>	For the common property	
	CP/SP 63181	
(B) <b>LODGED BY</b>	Document Collection Box  <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP63181.AW
	CODE  <b>CH</b>	

(C) The Owners-Strata Plan No. 63181 certify that pursuant to a resolution passed on 21/11/2017 and

(D) in accordance with the provisions of Section No. 141 & 142 of the Strata Schemes Management Act 2015  
the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. NOT APPLICABLE

Amended by-law No. NOT APPLICABLE

as fully set out below:

Please refer to attached Annexure A for consolidated By Laws

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

(G) The seal of The Owners-Strata Plan No. 63181 was affixed on 30/11/2017 in the presence of  
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Alex Weynton

Authority: Strata Manager

Signature:

Name:

Authority:



# ANNEXURE A

The Owners - Strata Plan 63181

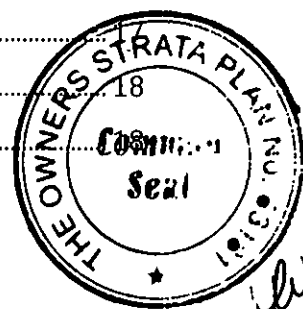




WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

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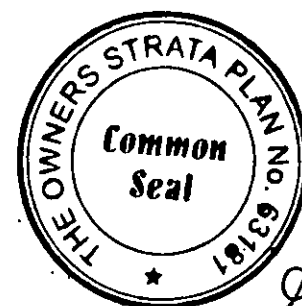
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## **1 Noise**

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

## **2 Vehicles**

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

## **3 Obstruction of common property**

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

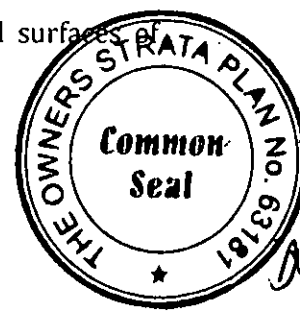
## **4 Damage to lawns and plants on common property**

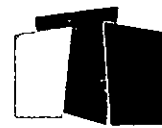
An owner or occupier of a lot must not except with the prior written approval of the Owners Corporation:

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

## **5 Damage to common property**

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





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- (4) Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the building.
- (5) Despite Section 62, the owner of a lot must;
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in a subclause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part property and that services the lot.

## 6 Behaviour of owners and occupiers

- (a) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (b) This By-Law does not prevent any persons from wearing swimming costumes whilst in the vicinity of the swimming pool or in transit to or from the swimming pool.

## 7 Children playing on common property in building

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

## 8 Behaviour of invitees

- (1) The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner or the occupiers of the lot or their respective tenants or invitees.
- (2) An of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to them under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees (including customers and staff) comply with the provisions of the By-Laws.
- (3) An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees (including customers and staff) comply with the provisions of the By-Laws as if they were bound thereby, and in the event of their inability for any reason to ensure such compliance by any invitee they shall thereupon ensure that such invitee leaves that strata property.





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- (4) An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees (including customers and staff) do not create any noise or 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.
- (5) An owner or occupier of a lot shall use reasonable care when admitting visitors, invitees or customers to the building and shall not allow them to remain upon the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the visitor, invitee or customer.

#### **9 Depositing rubbish etc. on common property**

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

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

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

#### **11 Cleaning windows and door**

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

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

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

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





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### **13 Moving furniture etc. on or through common property**

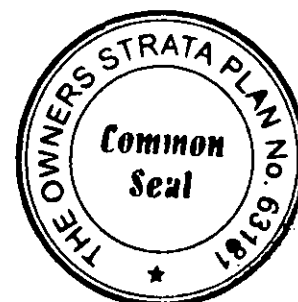
- (1)** An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time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

### **14 Floor coverings**

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

### **15 Garbage disposal**

- (1)** An owner or occupier of a lot in a strata scheme:
  - (a)** Must ensure that before refuse or waste is place in the garbage chute it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines and subclause (e), and
  - (b)** must promptly remove any thing which the owner, occupier may have spilled in the area of the garbage chute and must take such action as may be necessary to clean the area or areas within which that thing was spilled, and
  - (c)** must ensure that any refuse or waste materials deposited in the garbage chute are sufficiently packed or compacted so as to clear the chute entry and allow the chute door to fully close after use, and
  - (d)** any waste materials that are larger than the garbage chute aperture must treated as provided in subclause (a) and be deposited in the waste bin storage room off the entry driveway, and







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- (e) any recycle materials must be deposited in the recycle bins provided by the Owners Corporation in accordance with the recycling instructions issued by the Kogarah Municipal Council, and
- (f) the executive committee of the Owners Corporation may decide whether to locate the recycle bins in the 'recycle rooms' on each residential level or in the waste storage area off the entry driveway, and
- (g) if a decision is taken to locate the recycle bins anywhere other than in the 'recycle rooms' on each residential level, then the 'recycle rooms' may be securely locked and used for other purposes that are of benefit to the owners of the strata scheme.

## 16 Keeping of animals

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) If the Owners Corporation consents to the keeping of an animal (other than that described in subclause 1) on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(3) hereunder shall apply.
- (3) In the event that an owner or occupier of a lot upon which an animals is kept, after notice, consistently fails to comply with any conditions imposed by the Owners Corporation pursuant to By-Law 16(2) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

## 17 Appearance of lot

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

## 18 Change in use of lot to be notified

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





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## 19 Preservation of fire safety

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

## 20 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot of 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.

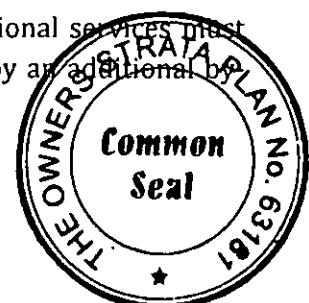
## 21 Provision of amenities or services

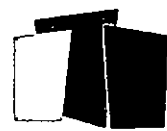
- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision or the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) security services,
  - (b) commercial cleaning,
  - (c) domestic services,
  - (d) garbage disposal and recycling service,
  - (e) telecommunication service (in addition to satellite already provided)
- (2) If the owners' corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## 22 Use of Facilities

### (1) Satellite Television

- (a) Satellite television reception equipment has been installed in the strata scheme building and signals from this equipment are transmitted to each residential unit. The first year of service in respect of some foreign language services has been provided by the original owners.
- (b) Beyond the first year of service the Owners Corporation is empowered to renew such services as have been established or to engage in contracts for the provision of alternative or additional satellite television services as may be decided by the owners in general meeting.
- (c) Any additional equipment required to attach additional services must be consented by an amendment to this by-law or by an additional by-law.





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## **(2) Furniture**

An owner or occupier of a lot shall not, without the approval in writing of the Owners Corporation, remove any items of furniture or furnishings from any area of the common property in which the same have been placed by or upon the direction or authority of the Owners Corporation and shall take reasonable precautions in relation to the use of such items to ensure that they are not damaged or otherwise rendered unsuitable for their intended use.

## **(3) Common Rooms**

- (a)** The Owners Corporation is permitted to lock off and restrict access to the common rooms located at the north western end of the lower ground level and to the common room located at the north eastern end of the lower ground level.
- (b)** In respect of the common rooms located at the north western end, the Owners Corporation is permitted to enter into short term (not exceeding 48 hours) exclusive use agreements with owners or occupiers of the strata scheme on whatever terms it deems acceptable.
- (c)** In respect of the common room located at the north eastern end, the Owners Corporation is permitted to enter an exclusive use agreement with owners or occupiers of the strata scheme on whatever terms it deems acceptable.
- (d)** The Owners Corporation may make a decision as to the use to which the subject common rooms are put provided that:
  - (i)** An owner of occupier shall not:
    - I** Make use of the common rooms in such a manner so as to exclude the use of these rooms or facilities by other owners or occupiers at any given time, unless an 'exclusive use agreement' referred to in subclause (3)(b) is granted by the Owners Corporation;
    - II** whilst using the rooms and any facilities provided therein create any or allow any noise or other disturbance to be created which is likely to interfere with the peaceful enjoyment of the owners or occupiers of other lots or common property in the strata scheme, or
    - III** use the common rooms for the preparation or service of food unless consent in writing is granted by the Owners Corporation.
  - (ii)** In relation to the use of the common rooms, an owner or occupier of a lot shall ensure:





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- I That their invitees do not use the same unless they or another owner or occupier accompanies them;
  - II all of the common rooms and facilities to be left in a clean and tidy state and that any waste materials are removed to the central waste collection areas.
  - III that children are not permitted to use the common rooms and facilities unless under the direct supervision of an adult owner or occupier.
- (iii) In relation to the use of the common rooms or facilities provided, the Executive Committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one owner or occupier to be permitted to use the common rooms or facilities at any one time.

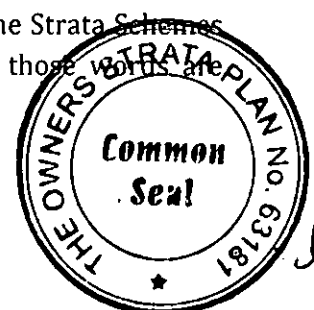
## 23 General

- (1) An owner or occupier of a lot shall as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident therewith, give notice of the Owners Corporation.
- (2) All complaints or applications to the Owners Corporation or its Executive Committee shall be addressed in writing to the Secretary or Strata Managing Agent.
- (3) Any consent or approval given by the Owners Corporation pursuant to the By-Laws shall, if practicable, be revocable and may be given subject to conditions, including but without limiting the generality of the foregoing, a condition evidenced by a minute of a resolution that the owner or occupier for the time being of the lot to which the consent of approval relates shall be responsible for compliance with the terms of such consent or approval.

## 24 Alterations & Additions to Fire Doors

### (1) Definitions

- (a) The following terms are defined to mean:
  - (i) 'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.
  - (ii) 'Original Condition' means the condition at the date of registration of the strata scheme.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same as those words are attributed under that Act,





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**(2) Duties of Owners**

- (a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
- (b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the Owners Corporation; and
- (c) make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

**(3) Liability**

- (a) An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the Owners Corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
- (b) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the Owners Corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

**(4) Indemnity**

An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of any damage, alteration or addition made or cause to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

**(5) Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform the obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work as a debt from the owner of the lot.





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## 25 Security

- (1) An owner or occupier of a lot in the strata scheme and any person authorised by them from time to time is entitled to the use of the common property foyers, hallways, stairways, driveways, footways, elevators and other pedestrian or vehicular accessways or areas that are required to permit access any part of the owner or occupiers lot.
- (2) An owner or occupier of a lot in the strata scheme and any person authorised by them from time to time is entitled to the use of the common property shared facilities subject to the conditions set out in the by-laws.
- (3) Unless authorized by the Owners Corporation an owner or occupier of a lot in the strata scheme any person is not permitted to use the common property foyers, hallways, stairways, driveways, footways, elevators and other pedestrian or vehicular accessways or areas that are not required to permit access any part of the owner or occupiers lot or any other areas referred to in subclause 2.
- (4) The Owners Corporation is entitled to install and maintain electronic security access control equipment to restrict access to areas referred to in subclause 3.
- (5) The owner or occupier of a lot in the strata scheme who has access to areas controlled by electronic security access control equipment is permitted to obtain additional or replacement, security keys, tags or cards (hereinafter referred to as device/s) that permit access to the areas referred to in subclause 3, all such devices shall be identified by an original serial number imprinted by the contracted supplier.
- (6) If an owner or occupier of a lot in the strata scheme requires additional or replacement security devices referred to in subclause 5, then:
  - (a) The owner of the subject lot must make application in writing to the Owners Corporation for the required devices and must pay to the Owners Corporation the fee for each device/s being \$85.00 for each device;
  - (b) upon making an application for the device/s referred to in subclause 6.a, an owner must quote the serial number/s of the original device/s held by them;
  - (c) in the event that an owner making an application for the device/s referred to in subclause 6.a is unable to provide the serial number/s of the original device/s then all costs incurred in determining such number/s shall be to the account of that owner;
  - (d) the Owners Corporation shall not be responsible for any costs that may be incurred by delays in providing additional or replacement security devices referred to in this By-Law;





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- (e) the executive committee may make a determination as to the maximum number of security devices that may be issued to any one lot owner at any time, such number being not less than two.

## 26 Contributions by original owner

The Owners Corporation is empowered to enter into an agreement with the original owner and developer of the strata property which provides for the original owner to make financial contributions to the Owners Corporation over a three year period from the date of the first due levy contribution by the owners.

- (a) The Owners Corporation is permitted to apply the financial contributions (after paying all due taxes in respect of the contributions) to the Administration Fund in support of the operating costs of the strata scheme; or
- (b) the Owner Corporation may, by special resolution, decide to apply part or all of the financial contributions to the acquisition of property (but not including real property) for the benefit of the owners;
- (c) the executive committee of the Owners Corporation is permitted to commission professional taxation consultants to advise on income and any other tax liabilities that may arise in respect of the proceeds of the agreement which is the subject of the by-law.

## 27 Treatment of Mould

- (1) Pursuant to section 62 (3) of the act the Owners Corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in a the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth in any part of the lot, provided that:
  - (a) There are no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;
  - (b) no fundamental failure of the building structure of appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;
  - (c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses a) and b) do not exist.





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- (2) If an owner of a lot in the strata scheme that has been effected by mould growth in their lot may be able to mitigate the accumulation of moisture by the application certain treatments or fitting of certain apparatus to the building structure or appurtenances. The Owners Corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principles of By-Law 5 (Damage to Common Property), subclauses 3, 4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

## 28 Settlement Cracks

- (1) Pursuant to section 62(3) of the Act, the Owners Corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that;
- (a) any damage or defect is limited to settlement or shrinkage cracks that do not affect the structural integrity of the building;
  - (b) damage has not been caused by an insurable event;
  - (c) damage has no material effect upon the utility of a lot.
- (2) Any dispute arising from a determination made by the Owners Corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.
- (3) Any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by;
- (a) the Owners Corporation where a structural defect is evidenced; by the owner of the lot with whom the dispute has arisen where no defect is evidenced.

## 29 Surveillance Cameras

"The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install two (2) surveillance cameras to service the main vehicular entry;
- (b) the maintenance, repair, renewal and replacement of the surveillance cameras from time to time.







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### 30 Exclusive use (Awning Lot 4)

- (1) The owners for the time being of lot 4 in the strata scheme is conferred with the right to install an awning to provide shade and protection from sun and weather to the courtyard and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "awning") to service the owners of lot 4 within the strata scheme subject to the following terms and conditions:
- (a) The owners of lot 4 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the awning is to be installed;
  - (b) the awning shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owners of lot 4;
  - (c) the style, design and finish of the awning shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;
  - (d) the owners of lot 4 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) the installation of the awning must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) the awning must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the awning must be forthwith made good by the owners of lot 4 at no cost to the Owners Corporation;
  - (h) the awning must be maintained in good working order and condition by the owners of lot 4 without claim on the Owners Corporation in respect of such maintenance;
  - (i) the owners of lot 4 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the awning is to be replaced or renewed;





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- (j) all paint, stain and trim finishes applied to the awning shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
  - (k) any costs associated with permitting such consent for the installation shall be at the expense of owners of lot 4 and at no cost to the Owners Corporation;
  - (l) It is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of lot 4;
- (2) In the event that the owners of lot 4, after notice, fails to comply with any matters set out in conditions (a) to (l) hereof then the Owners Corporation may terminate the right of the owners of lot 4 to install such awning;

### 31 Door locking

Pursuant to section 62 (3) of the Strata Schemes Management Act 1996, the proprietors for the time being of all lots in the strata plan shall be wholly responsible for the proper maintenance, replacement and insurance of any locking mechanism fitted to any door, window, or other opening on the boundary of any part of their lot.

### 32 Architectural Code – Enclosure of Balcony

Each owner for the time being of each lot in the strata scheme are granted consent to enclose their balcony off the living area (hereinafter referred to as "the enclosure") subject to the following terms and conditions.

- (a) The glass facing to Railway Parade must be 6.38 bronze of Australian Standard 1288 and the glass facing to Empress Lane must be 6.38 clear of Australian Standard 1288. The frame is 'Capral' aluminium 400 series and the colour of the frame is 'Patina'.
- (b) The owners of any lot proposing to enclose the balcony must submit comprehensive plans and diagrams of the proposed enclosure to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the enclosure is to be undertaken.
- (c) The enclosure shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) The style, design and finish of the proposed enclosure shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;





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- (e) Each owner for the time being of each lot must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the enclosure;
- (f) The enclosure must be affected in a workmanlike manner by licensed and insured tradespersons;
- (g) The enclosure must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (h) Any water penetrating into the lots and any damage to common property that occurs during, or results from, the enclosure or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owner for the time being of the lot which it services no cost to the Owners Corporation;
- (i) All paint, stain and trim finishes applied to the enclosure shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (j) The enclosure must be maintained in good working order and condition by the owner for the time being of the lot which it services without claim on the Owners Corporation in respect of such maintenance;
- (k) It is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners for the time being of the lot which it services.
- (l) Any cost associated with the installation of the enclosure shall be at the expense of each lot owner in which the enclosure services at no cost to the Owners Corporation (including any fees and installation cost).

### 33 Fixtures inside the lot

#### (1) Definitions

- (a) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - (i) "Act" means the Strata Schemes Management Act 1996 (NSW);
  - (ii) "Lot" means each lot in SP 63181;
  - (iii) "Owner" means the owner for the time being of the Lot;
  - (iv) "Fixtures" means, in relation to each Lot in the strata scheme, the following common property items:
    - I the balcony door;





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**II** the intercom handset and

**III** ventilation fans;

- (b) Where any terms are used in this bylaw are defined in the Act they will have, unless the context indicates otherwise, the same meanings as those works have in the Act;

**(2) Rights**

The Owner is conferred with exclusive use and enjoyment of the Fixtures effective from the date of passing this bylaw SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

**(a) Maintenance**

- (i) The Owner must maintain, repair, renew or replace the Fixtures;
- (ii) The Owner shall also maintain, repair, renew or replace the Fixtures when and in a manner reasonably required by the Owners Corporation;

**(b) Cleanliness**

The Owner shall properly clean and keep clean the Fixtures;

**(c) Strata Schemes Management Act**

Nothing in this bylaw shall be construed so as to relieve any Owner or occupier from the obligation to otherwise comply with the Act, the regulations and bylaws;

**(d) Repair Request**

If an Owner, Owner's agent or an occupant of a Lot requests the strata managing agent for the strata scheme to carry out any of the matters referred to in this bylaw, then following the carrying out of such matters the Owners Corporation may recover the costs of carrying out that matter from the Owner as an amount due from the Owner to the Owners Corporation;

**(e) Default**

If an Owner fails to comply with any obligation under this bylaw, the Owners Corporation may:

- (i) carry out all work necessary to perform that obligation;
- (ii) enter upon any part of the parcel to carry out work and





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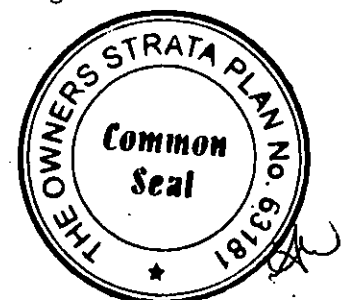
- (iii) recover the costs of carrying out that work from that Owner as an amount due from the Owner to the Owners Corporation;

(f) ***Lapse***

This bylaw will have no force or effect unless all of the Owners in the strata scheme consent, in writing, to its passing by the Owners Corporation;

### 34 Internal Fixtures

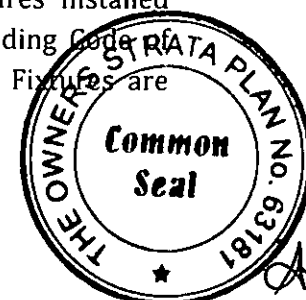
- (1) This by-law is made for the purposes of managing, regulating and controlling the installation of Internal Fixtures which affect the common property and/or impact on an owner or occupier on a lot.
- (2) The Owner upon making a request to carry out Internal Fixtures on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.
- (3) For the purposes of this by-law, "Owner" means any owner or owners of a lot from time to time in strata plan no. 63181.
- (4) Each Owner has the right to install the following "Internal Fixtures", subject to the following conditions and Owners Corporation's rights –
  - (a) New bathroom, kitchen and/or laundry floor tiles (including waterproofing) on the lot
  - (b) New bathroom, kitchen and/or laundry wall tiles (including waterproofing) located on a common wall within the lot.
  - (c) New bathroom, kitchen and/or laundry fixtures.
  - (d) Exhaust, heat fan, ventilation system and/or range hoods.
  - (e) False ceilings and/or insulation.
  - (f) Security grills and/or screen doors.
  - (g) Internal flyscreens for windows and/or doors.
  - (h) Internal blinds and/or shutters.
  - (i) Locks and hinges (including balcony/sliding door hinges).
  - (j) Fixtures to internal surfaces of common property walls.
  - (k) New plumbing and/or electrical equipment and services
- (5) Where the Internal Fixtures installed under clause 5 of this by-law are visible from the outside of the scheme, the Internal Fixtures must be in a construction and colour scheme that matches the overall appearance of the building.





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- (6) Where any Internal Fixtures covered under clause 5 of this by-law were installed by a Owner before this by-law was made, and no by-law has been made in respect of the Internal Fixtures installed, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Internal Fixtures.
- (7) This bylaw applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.
- (8) Any fixtures as listed under clause 4 that were present at creation of the scheme is now the lot owners responsibility to repair and maintain regardless of whether they were
- (9) **Conditions**
- (a) *Before installing the Internal Fixtures*
- (i) The Owner must notify the Owners Corporation at least 21 days before installing the Fixtures and obtain the prior written approval for the Internal Fixtures from -
- I the executive committee of the Owners Corporation; and
  - II the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and
  - III any other relevant statutory authority whose requirements apply to installing the Internal Fixtures.
- (ii) The Owner must submit to the Owners Corporation the following documents relating to installing the Internal Fixtures prior to obtaining written approval from the Owners Corporation:
- I plans and drawings;
  - II specifications of work; and/or
  - III any other documents reasonably required by the Owners Corporation.
- (iii) The Owner must ensure that any party carrying out the Internal Fixtures effects and maintains contractors all Internal Fixtures insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance or request by the Owners Corporation.
- (iv) The Owner must ensure that the Internal Fixtures installed comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Internal Fixtures are installed.





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**(b) Carrying out the Internal Fixtures**

**(i) When carrying out the Internal Fixtures, the Owner must:**

- I** transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- II** protect all areas of the building outside their lot from damage by installing the Internal Fixtures or the transportation of construction materials; equipment, debris;
- III** keep all areas of the building outside their lot clean and tidy throughout the installation of the Internal Fixtures;
- IV** only install Internal Fixtures at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
- V** not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building
- VI** remove all debris resulting from installing the Internal Fixtures immediately from the building; and
- VII** comply with the requirements of the Owners Corporation by-laws and any relevant statutory authority concerning the installation of the Internal Fixtures.

**(ii) The Owner must ensure that the Internal Fixtures shall be done:**

- I** in a proper and workman like manner and by duly licensed contractors; and
- II** in accordance with the drawings and specifications approved by the Owners Corporation and local council (if relevant)

**(c) After completing the Internal Fixtures**

The Owner must deliver to the Owners Corporation any documents reasonable required by the Owner Corporation in relation to the Internal Fixture installed by the Owner.

**(10) Repair and Maintenance**

- (a)** The Owner must, at the Owner's cost properly maintain and keep the Internal Fixtures in a state of good and serviceable repair and must replace the Internal Fixtures (or any part of them) as required from time to time.





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- (b) If the Owner removes the Internal Fixtures or any part of the Internal Fixtures installed under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

**(11) Liability and Indemnity**

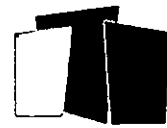
- (a) The Owner indemnifies the Owners Corporation against -
  - (i) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Internal Fixtures;
  - (ii) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Internal Fixtures;
  - (iii) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Internal Fixtures; and
  - (iv) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Internal Fixtures.
- (b) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Internal Fixtures may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
- (c) To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owner's Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Internal Fixtures under this by-law.

**(12) Breach of By-law**

The Owners Corporation reserves the right to take action against the Owner to replace the Internal Fixtures or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by law, if the Owner's breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.







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### 35 Fire alarms and recovery of costs

- (1) The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of Fire Safety Equipment, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation interference with any smoke detector or smoke alarm installed in the lot or the building or use of or interference with any fire hydrant or any other fire fighting or Fire Safety Equipment except in the case of an emergency.
- (2) If as a result of the action or inaction of an owner or occupier of, or their invitee to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades of NSW, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the Owners Corporation, the Owners Corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.
- (3) If any part of the Fire Safety Equipment is damaged or altered in any way by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the Owners Corporation may, subject to the Act, recover from the owner of the lot as a debt due and payable by that owner, the costs incurred by the Owners Corporation in rectifying the damage.
- (4) For the avoidance of doubt, attendances referred to in clause (2) and damages referred to in clause (3) include attendances by or damage caused by the Fire Brigade of NSW resulting from a telephone call to the Fire Brigade or emergency services, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- (5) In this by-law:
  - (a) "Act" means the Strata Schemes Management Act 2015 and includes any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.
  - (b) "Fire Safety Equipment" means the common property fire and smoke detection systems including water sprinklers, fire alarms, hydrants, fire extinguishers and fire proof doors installed in the lots and common property in accordance with legislative requirements or in the interests of safety at the strata scheme;
  - (c) "Utility Service" means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme.





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- (d) Where any terms are used in this by-law are defined in the Act they will have, unless context indicates otherwise, the same meaning as those words in the Act.

### 36 Garage Door Recovery of Costs

#### (1) Definitions and Interpretation

(a) In this by-law:

- (i) "Act" means the Strata Schemes Management Act 2015;
- (ii) "Building" means the building located at 564 - 576 Railway Parade Hurstville, NSW 2220.
- (iii) "Garage Door" means the shutter door located at the entrance of the garage which services the Building.
- (iv) "Lot" means any lot in Strata Plan No. 63181;
- (v) "Occupier" means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);
- (vi) "Owner" means the owner for the time being of a Lot;
- (vii) "Owners Corporation" means the Owners Corporation created by registration of Strata Plan No. 63181;
- (viii) "Tribunal" means the NSW Civil and Administrative Tribunal.

(b) In this by-law a word which denotes:

- (i) the singular includes plural and vice versa;
- (ii) any gender includes the other genders;
- (iii) any terms in the by-law will have the same meaning as those defined in the Act; and
- (iv) references to legislation includes references to amending and replacing legislation.

- (c) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

#### (2) Liability and indemnities for damage to the Garage Door

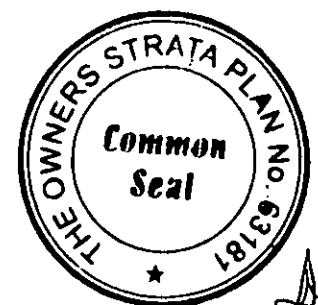
- (a) If an Owner or any of the Owner's invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether wilfully or carelessly) the Garage Door then such Owner will be liable for all costs and expenses associated with the repair, replacement or renewal of the Garage Door.





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- (b) If an Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether wilfully or carelessly) the Garage Door then such Occupier will be liable for all costs and expenses associated with the repair, replacement or renewal of the Garage Door.
  - (c) An Owner is jointly and severally responsible and liable for any damage or interference (whether wilful or careless) to Garage Door caused by its Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors and is liable for all costs and expenses associated with the repair, replacement or renewal of the common property.
  - (d) The Owners Corporation may recover the cost of such damage or interference from the Owner as damages in a court of competent jurisdiction or the Tribunal (if it has jurisdiction) without first being required to take any court proceedings or steps to recover such costs and expenses from the said Occupiers, invitees, guests, family or contractors.
  - (e) The Owner of a Lot must indemnify the Owners Corporation against any costs and expenses incurred by the Owners Corporation in repairing damage or interference to Garage Door that is caused by:
    - (i) the Owner or any of the Owner's invitees, guests, family agents, servants, employees or contractors; or
    - (ii) the Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors.
- (3) **Obligation to enforce terms of lease**
- (a) By reason of operation of the Act there is an implied covenant by the lessee in a lease of a lot to comply with the by-laws of the strata scheme.
  - (b) If a lessee of a lot breaches the by-laws of the strata scheme then such breach is also a breach of the lease. In the event of the lessee of a Lot breaching the by-laws of the strata scheme the Owner of the Lot must take such reasonable steps as are necessary to enforce the terms of the lease including by exercising all rights and remedies that may be available.
  - (c) The obligations in clause 11 of this by-law do not interfere with or otherwise restrict the Owners Corporation's rights to enforce this by-law as against the lessee.

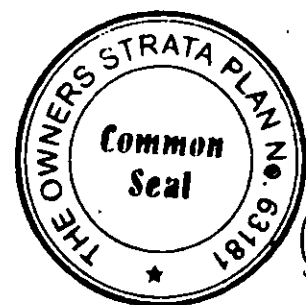




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**(4) Failure to comply with this by-law**

- (a)** Any liability of an Owner or Occupier to pay costs and expenses under this by-law or to indemnify such costs and expenses is due and payable within 14 days of written demand or at the direction of the Owners Corporation. If such debt, is not paid within 14 days it will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.
- (b)** If an Owner or Occupier fails to comply with any obligation under this by-law, the Owners Corporation may recover as a debt the costs and expenses from the Owner or Occupier together with any interest payable and the legal costs and expenses of the Owners Corporation on an indemnity basis incurred in recovering those amounts (and include reference of that debt on levy notices and any other levy reports or information).
- (c)** Nothing in this by-law restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.



## Approved Form 10

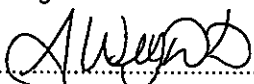
### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 63181 was affixed on ^ ..... 30 November 2017 ..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Alex Weynton Authority: STRATA MANAGING AGENT

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

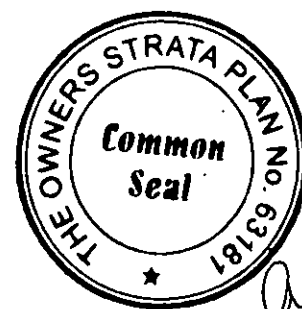
^ Insert appropriate date

\* Strike through if inapplicable.

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

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



Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	STRATAOPT SP 63

Land Registry Document Identification

AT128169

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP63181	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP63181  
Other legal entity

Meeting Date

08/12/2022

Added by-law No.

Details SPECIAL BY-LAWS 4-7

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP63181
Signer Name	ANDREW WILLIAM MCNEILL
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	29/05/2023



Strata Opt

PO BOX A7

Sydney South NSW 1235

Tel: 02-9283 3891

Email: info@strataopt.com.au

## Annexure A

*Liability limited by a scheme approved under Professional Standards Legislation*

### Strata By-Laws SP63181

#### Contents

1. Noise	2. Vehicles
3. Obstruction of common property	4. Damage to lawns and plants on common property
5. Damage to common property	6. Behaviour of owners and occupiers
7.Children playing on common property in building	8. Behaviour of invitees
9. Depositing rubbish etc. on common property	10. Drying of laundry items
11. Cleaning windows and door	12. Storage of inflammable liquids and other substances and materials
13. Moving furniture etc. on or through common property	14. Floor coverings
15. Garbage disposal	16. Keeping of animals
17. Appearance of lot	18. Change in use of lot to be notified
19. Preservation of fire safety	20. Prevention of hazards
21. Provision of amenities or services	22. Use of facilities
23. Generation	24. Alterations & additions to fire doors
25. Security	26. Contributions by original owner
27. Treatment of mould	28. Settlement cracks
29. Surveillance cameras	30. Exclusive use – awning lot 4
31. Door locking	32. Architectural code – enclosure of balcony
33. Fixtures inside the lot	34. Internal fixtures
35. Fire alarms and recovery of costs	36. Garage door recovery of costs
Special By Law 1 – Minor renovations by owners – delegations of functions	Special By Law 2 – Damage and injury cause by items placed on common property
Special By Law 3 – Prohibition of new air-conditioning systems	Special By Law 4 – Parking & Tow-Away
Special By Law 5 – Absolution of Maintenance – Lot Fixtures & Fittings	Special By Law 6 – Compensation to Owners
Special By Law 7 – Recovery of Costs	

*Jessie*



**Strata Opt**  
PO BOX A7  
Sydney South NSW 1235  
Tel: 02-9283 3891  
Email: info@strataopt.com.au

*Liability limited by a scheme approved under Professional Standards Legislation*

## **1 Noise**

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

## **2. Vehicles**

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

## **3. Obstruction of common property**

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

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

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

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

## **5 Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise maliciously damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorized by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot
- (4) Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the building.
- (5) Despite section 62, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and





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

## **6 Behaviour of owners and occupiers**

- (a) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property
- (b) This By-Law does not prevent any persons from wearing swimming costumes whilst in the vicinity of the swimming pool or in transit to or from the swimming pool

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

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

## **8 Behaviour of invitees**

- (1) The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner or the occupiers of the lot or their respective tenants or invitees
- (2) An owner of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to them under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees (including customers and staff) comply with the provisions of the By-Laws.
- (3) An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees (including customers and staff) comply with the provisions of the By-Laws as if they were bound thereby, and in the event of their inability for any reason to ensure such compliance by an invitee they shall thereupon ensure that such invitee leaves that strata property.
- (4) An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees (including customers and staff) do not create any noise or 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.
- (5) An owner or occupier of a lot shall use reasonable care when admitting visitors, invitees or customers to the building and shall not allow them to remain upon the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the visitor, invitee or customer.

## **9 Depositing rubbish etc. on common property**

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



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## **10 Drying of laundry items**

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

## **11 Cleaning windows and doors**

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

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

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

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

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

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

## **14 Floor coverings**

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

## **15 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme:



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- (a) Must ensure that before refuse or waste is placed in the garbage chute it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines and subclause (e), and
- (b) must promptly remove any thing which the owner or occupier may have spilled in the area of the garbage chute and must take such action as may be necessary to clean the area or areas within which that thing was spilled, and
- (c) must ensure that any refuse or waste materials deposited in the garbage chute are sufficiently packed or compacted so as to clear the chute entry and allow the chute door to fully close after use, and
- (d) any waste materials that are larger than the garbage chute aperture must be treated as provided in subclause (a) and may be deposited in the waste bin storage room off the entry driveway, and
- (e) any recycle materials must be deposited in the recycle bins provided by the Owners Corporation in accordance with the recycling instructions instructed by the Kogarah Municipal Council, and
- (f) the executive committee of the Owners Corporation may decide whether to locate the recycle bins in the 'recycle rooms' on each residential level or in the waste storage area off the entry driveway, and
- (g) if a decision is taken to locate the recycle bins anywhere other than in the 'recycle rooms' on each residential level then the 'recycle rooms' may be securely locked and used for other purposes that are of benefit to the owners of the strata scheme.

## **16 Keeping of animals**

- (1) Subject to section 47(4), an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) If the Owners Corporation consent to the keeping of an animal (other than that described in subclause 1) on the lot or on the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(3) hereunder shall apply.
- (3) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any conditions imposed by the Owners Corporation pursuant to By-Law 16(2) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

## **17 Appearance of lot**

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



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

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

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

## **19 Preservation of fire safety**

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

## **20 Prevention of hazards**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to owner or occupier of another lot or any person lawfully using the common property.

## **21 Provision of amenities or services**

- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) security services,
  - (b) commercial cleaning,
  - (c) domestic services,
  - (d) garbage disposal and recycling service,
  - (e) telecommunication service (in addition to satellite already provided)
- (2) If the Owners Corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or 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

## **22 Use of Facilities**

### **(1) Satellite Television**

- (a) Satellite television reception equipment has been installed in the strata scheme building and signals from this equipment are transmitted to each residential unit the first year of service in respect of some foreign language services has been provided by the original owners.



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- (b) Beyond the first year of service the Owners Corporation is empowered to renew such services as have been established or to engage in contracts for the provision of alternative or additional satellite television services as may be decided by the owners in general meeting
- (c) Any additional equipment required to attach additional services must be consented by an amendment to this by-law or by an additional by-law

## **(2) Furniture**

An owner or occupier of a lot shall not, without the approval in writing of the Owners Corporation, remove any items of furniture or furnishings from any area of the common property in which the same have been placed by or upon the direction or authority of the Owners Corporation and shall take reasonable precautions in relation to the use of such items to ensure that they are not damaged or otherwise rendered unsuitable for their intended use.

## **(3) Common Rooms**

- (a) The Owners Corporation is permitted to lock off and restrict access to the common rooms located at the north western end of the lower ground level and to the common room located at the north easter end of the lower ground level
- (b) In respect of the common rooms located at the north western end, the Owners Corporation is permitted to enter into short term (not exceeding 48 hours) exclusive use agreements with owners or occupiers of the strata scheme on whatever terms it deems acceptable.
- (c) In respect of the common room located at the north eastern end, the Owners Corporation is permitted to enter an exclusive use agreement with owners or occupiers of the strata scheme on whatever terms it deems acceptable.
- (d) The Owners Corporation may make a decision as to the use to which the subject common rooms are put provided that:
  - (i) An owner or occupier shall not:
    - I Make use of the common rooms in such a manner so as to exclude the use of these rooms or facilities by other owners or occupier at any given time, unless an 'exclusive use agreement' referred to in subclause (3)(b) is granted by the Owners Corporation;
    - II Whilst using the rooms and any facilities provided therein create any or allow any noise or other disturbance to be created which is likely to interfere with the peaceful enjoyment of the owners or occupiers of other lots or common property in the strata scheme, or
    - III Use the common rooms for the preparation or service of food unless consent in writing is granted by the Owners Corporation.
  - (ii) In relation to the use of the common rooms, an owner or occupier of a lot shall ensure:



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- I That their invitees do not use the same unless they or another owner or occupier accompanies them;
- II All of the common rooms and facilities to be left in a clean and tidy state and that any waste materials are removed to the central waste collection areas;
- III That children are not permitted to use the common rooms and facilities unless under the direct supervision of an adult owner or occupier.

(iii) In relation to the use of the common rooms or facilities provided, the Executive Committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one owner or occupier to be permitted to use the common rooms or facilities at any other time.

## **23 General**

- (1) An owner or occupier of a lot shall as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident therewith, give notice to the Owners Corporation.
- (2) All complaints or applications to the Owners Corporation or its Executive Committee shall be addressed in writing to the Secretary or Strata Managing Agent.
- (3) Any consent or approval given by the Owners Corporation pursuant to the By-Laws shall, if practicable be revocable and may be given subject to conditions, including but without limiting the generality of the foregoing, a condition evidenced by a minute of a resolution that the owner or occupier for the time being of the lot to which the consent or approval relates shall be responsible for the compliance with the terms of such consent or approval.

## **24 Alterations & Additions to Fire Doors**

### **(1) Definitions**

- (a) The following terms are defined to mean:
  - (i) 'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.
  - (ii) 'Original Condition' means the condition at the date of registration of the strata scheme.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same as those words are attributed under that Act.

### **(2) Duties of Owners**

- (a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
- (b) Replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the Owners Corporation; and



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- (c) Make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

### **(3) Liability**

- (a) An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the Owners Corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
- (b) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the Owners Corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

### **(4) Indemnity**

An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of any damage, alteration or addition made or cause to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

### **(5) Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

- (a) Carry out all work necessary to perform the obligation;
- (b) Enter upon any part of the parcel to carry out that work; and
- (c) Recover the costs of carrying out that work as a debt from the owner of the lot.

## **25 Security**

- (1) An owner or occupier of a lot in the strata scheme and any person authorized by them from time to time is entitled to the use of the common property foyers, hallways, stairways, driveways, footways, elevators and other pedestrian or vehicular accessways or areas that are required to permit access any part of the owner or occupiers lot.
- (2) An owner or occupier of a lot in the strata scheme and any person authorized by them from time to time is entitled to the use of the common property shared facilities subject to the conditions set out in the by-laws.
- (3) Unless authorized by the Owners Corporation, an owner or occupier of a lot in the strata scheme, any person is not permitted to use the common property foyers, hallways, stairways, driveways, footways, elevators and other pedestrian or vehicular accessways or areas that are not required to permit access to any part of the owner or occupiers' lot or any other areas referred to in subclause 2.
- (4) The Owners Corporation is entitled to install and maintain electronic security access control equipment to restrict access to areas referred to in subclause 3.



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- (5) The owner or occupier of a lot in the strata scheme who has access to areas controlled by electronic security access control equipment is permitted to obtain additional or replacement security keys, tags or cards (hereinafter referred to as device/s) that permit access to the areas referred to in subclause 3, all such device shall be identified by an original serial number imprinted by the contracted supplier.
- (6) If an owner or occupier of a lot in the strata scheme requires additional or replacement security devices referred to in subclause 5, then:
  - (a) The owner of the subject lot must make application in writing to the Owners Corporation for the required devices and must pay to the Owners Corporation the fee for each device/s being \$85.00 for each device;
  - (b) Upon making an application for the device/s referred to in subclause 6(a), an owner must quote the serial number/s of the original device/s held by them;
  - (c) In the event that an owner making an application for the device/s referred to in subclause 6(a) is unable to provide the serial number/s of the original device/s then all costs incurred in determining such number/s shall be to the account of that owner;
  - (d) The Owners Corporation shall not be responsible for any costs that may be incurred by delays in providing additional or replacement security devices referred to in this By-Law;
  - (e) The executive committee may make a determination as to the maximum number of security devices that may be issued to any one lot owner at any time, such number being not less than two.

## **26 Contributions by original owner**

The Owners Corporation is empowered to enter into an agreement with the original owner and developer of the strata property which provides for the original owner to make financial contributions to the Owners Corporation over a three year period from the date of the first due levy contributions by the owners

- (a) The Owners Corporation is permitted to apply the financial contributions (after paying all due taxes in respect of the contributions) to the Administration Fund in support of the operating costs of the strata scheme; or
- (b) The Owners Corporation may, by special resolution, decide to apply part or all of the financial contributions to the acquisition of property (but not including real property) for the benefit of the owners;
- (c) The executive committee of the Owners Corporation is permitted to commission professional taxation consultants to advise on income and any other tax liabilities that may arise in respect of the proceeds of the agreement which is the subject of the by-law.

## **27 Treatment of Mould**

- (1) Pursuant to section 62(3) of the act, the Owners Corporation has determined that it is inappropriate to maintain, renew, replace, or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location of disposition, not be inimical to the





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accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth in any part of the lot, provided that:

- (a) There are no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;
  - (b) No fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;
  - (c) The Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses (a) and (b) do not exist.
- (2) If an owner of a lot in the strata scheme that has been affected by mould growth in their lot may be able to mitigate the accumulation of moisture by the application certain treatments or fitting of certain apparatus to the building structure or appurtenances. The Owners Corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principles of By-Law 5 (Damage to Common Property), subclauses 3, 4 & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or fitments.

## **28 Settlement Cracks**

- (1) Pursuant to section 62(3) of the Act, the Owners Corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that;
  - (a) Any damage or defect is limited to settlement or shrinkage cracks that do not affect the structural integrity of the building;
  - (b) Damage that has not been caused by an insurable event;
  - (c) Damage has no material effect upon the utility of a lot.
- (2) Any dispute arising from a determination made by the Owners Corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.
- (3) Any professional costs arising from the appointment of a qualifies structural engineer or other professional pursuant to clause 2 shall be borne by;
  - (a) The Owners Corporation where a structural defect is evidenced; by the owner of the lot with whom the dispute has arisen where no defect is evidenced.

## **29 Surveillance Cameras**

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and affect the following:



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- (a) To purchase and install two (2) surveillance cameras to service the main vehicular entry;
- (b) The maintenance, repair, renewal and replacement of the surveillance cameras from time to time.

### **30 Exclusive Use (Awning Lot 4)**

- (1) The owners for the time being of lot 4 in the strata scheme is conferred with the right to install an awning to provide shade and protection from sun and weather to the courtyard and open spaces of a lot and all associated equipment wherever located (hereinafter referred to as the "awning") to service the owners of lot 4 within the strata scheme subject to the following terms and conditions:
  - (a) The owners of lot 4 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the awning is to be installed;
  - (b) The awning shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owners of lot 4;
  - (c) The style, design and finish of the awning shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;
  - (d) The owners of lot 4 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (e) The installation of the awning must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (f) The awning must not interrupt the free flow of air or unreasonably shadow any other lot or common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
  - (g) Any damage to common property that occurs during, or results from, the installation of subsequent removal or replacement of, or use of, the awning must be forthwith made good by the owners of lot 4 at no cost to the Owners Corporation;
  - (h) The awning must be maintained in good working order and condition by the owners of lot 4 without claim on the Owners Corporation in respect of such maintenance;
  - (i) The owners of lot 4 shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the awning is to be replaced or renewed;
  - (j) All paint, stain and trim finishes applied to the awning shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
  - (k) It is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners of lot 4.



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- (2) In the event that the owners of lot 4, after notice, fails to comply with any matters set out in conditions (a) to (l) hereof then the Owners Corporation may terminate the right of the owners of lot 4 to install such awning.

### **31 Door Locking**

Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the proprietors for the time being of all lots in the strata plan shall be wholly responsible for the proper maintenance, replacement and insurance of any locking mechanism fitted to any door, window, or other opening on the boundary of any part of their lot.

### **32 Architectural Code – Enclosure of Balcony**

Each owner for the time being of each lot in the strata scheme are granted consent to enclose their balcony off the living area (hereinafter referred to as “the enclosure”) subject to the following terms and conditions.

- (a) The glass facing to Railway Parade must be 6.38 bronze of Australian Standard 1288 and the glass facing to Empress Lane must be 6.38 clear of Australian Standard 1288. The frame is ‘Capral’ aluminium 400 series and the colour of the frame is ‘Patina’.
- (b) The owners of any lot proposing to enclose the balcony must submit comprehensive plans and diagrams of the proposed enclosure to the secretary or strata managing agent of the strata scheme not less than fourteen (4) days before the enclosure is to be undertaken.
- (c) The enclosure shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) The style, design and finish of the proposed enclosure shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property;
- (e) Each owner for the time being of each lot must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the enclosure;
- (f) The enclosure must be affected in a workmanlike manner by licensed and insured tradespersons;
- (g) The enclosure must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (h) Any water penetrating into the lots and any damage to common property that occurs during, or results from, the enclosure or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owner for the time being of the lot which it services at no cost to the Owners Corporation;
- (i) All paint, stain and trim finishes applied to the enclosure shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;



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- (j) The enclosure must be maintained in good working order and condition by the owner for the time being of the lot which it services without claim to the Owners Corporation in respect of such maintenance;
- (k) It is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners for the time being of the lot which it services.
- (l) Any cost associated with the installation of the enclosure shall be at the expense of each lot owner in which the enclosure services at no cost to the Owners Corporation (including any fees and installation cost).

### **33 Fixtures inside the lot**

#### **(1) Definitions**

- (a) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - (i) "Act" means the Strata Schemes Management Act 1996 (NSW);
  - (ii) "Lot" means each lot in SP 63181;
  - (iii) "Owner" means the owner for the time being of the lot;
  - (iv) "Fixtures" means, in relation to each Lot in the strata scheme, the following common property items:
    - I. The balcony door;
    - II. The intercom handset and
    - III. Ventilation fans;
- (b) Where any terms are used in this bylaw are defined in the Act they will have, unless the context indicates otherwise, the same meanings as those works have in the Act;

#### **(2) Rights**

The Owner is conferred with exclusive use and enjoyment of the Fixtures effective from the date of passing this bylaw SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

##### **(a) Maintenance**

- (i) The Owner must maintain, repair, renew or replace the Fixtures;
- (ii) The Owner shall also maintain, repair, renew or replaces the Fixtures when and in a manner reasonably required by the Owners Corporation;

##### **(b) Cleanliness**

The Owner shall properly clean and keep clean the Fixtures;

##### **(c) Strata Schemes Management Act**



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Nothing in this bylaw shall be construed so as to relieve any Owner or occupier from the obligation to otherwise comply with the Act, the regulations and bylaws;

**(d) Repair Request**

If an Owner, Owner's agent or an occupant of a Lot requests the strata managing agent for the strata scheme to carry out any of the matters referred to in this bylaw, then following the carrying out of such matters the Owners Corporation may recover the costs of carrying out that matter from the Owner as an amount due from the Owner to the Owners Corporation;

**(e) Default**

If an Owner fails to comply with any obligation under this bylaw, the Owners Corporation may:

- (i) Carry out all work necessary to perform that obligation;
- (ii) Enter upon any part of the parcel to carry out work; and
- (iii) Recover the costs of carrying out that work from that Owner as an amount due from the Owner to the Owners Corporation;

**(f) Lapse**

This by-law will have no force or effect unless all of the Owners in the strata scheme consent, in writing, to its passing by the Owners Corporation.

**34 Internal Fixtures**

- (1) This by-law is made for the purposes of managing, regulating and controlling the installation of Internal Fixtures which affect the common property and/ or impact on an owner or occupier of a lot.
- (2) The Owner upon making a request to carry out Internal Fixtures on and in their lot, and on so much of the common property as is necessary, consent to terms and conditions imposed under this by-law.
- (3) For the purposes of this by-law, "Owner" means any owner or owners of a lot from time to time in strata plan no. 63181.
- (4) Each Owner has the right to install the following "Internal Fixtures", subject to the following conditions and Owners Corporation's rights –
  - (a) New bathroom, kitchen and/or laundry floor tiles (including waterproofing) on the lot.
  - (b) New bathroom, kitchen and/or laundry wall tiles (including waterproofing) located on a common wall within the lot.
  - (c) New bathroom, kitchen and/or laundry fixtures.
  - (d) Exhaust, heat fan, ventilation system and/or range hoods.
  - (e) False ceilings and/or insulation.
  - (f) Security grills and/or screen doors.
  - (g) Internal flyscreens for windows and/or doors.



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- (h) Internal blinds and/or shutters.
  - (i) Locks and hinges (including balcony/sliding door hinges).
  - (j) Fixtures to internal surfaces of common property walls.
  - (k) New plumbing and/or electrical equipment and services.
- (5) Where the Internal Fixtures installed under clause 5 of this by-law are visible from the outside of the scheme, the Internal Fixtures must be in a construction and colour scheme that matches the overall appearance of the building.
- (6) Where any Internal Fixtures covered under clause 5 of this by-law were installed by an Owner before this by-law was made, and no by-law has been made in respect of the Internal fixtures installed, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Internal Fixtures.
- (7) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.
- (8) Any fixtures as listed under clause 4 that were present at creation of the scheme is now the lot owners responsibility to repair and maintain regardless of whether they were.

#### **(9) Conditions**

##### *(a) Before installing the Internal Fixtures*

- (i) The Owner must notify the Owners Corporation at least 21 days before installing the Fixtures and obtain the prior written approval for the Internal Fixtures from –
  - I. The executive committee of the Owners Corporation; and
  - II. The relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and
  - III. Any other relevant statutory authority whose requirements apply to installing the Internal Fixtures.
- (ii) The Owner must submit to the Owners Corporation the following documents relating to installing the Internal Fixtures prior to obtaining written approval from the Owners Corporation:
  - I. Plans and drawings;
  - II. Specifications of work; and/or
  - III. Any other documents reasonably required by the Owners Corporation
- (iii) The Owner must ensure that any party carrying out the Internal Fixtures effects and maintains contractors all Internal Fixtures insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance or request by the Owners Corporation.



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- (iv) The Owner must ensure that the Internal Fixtures installed comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Internal Fixtures are installed.

*(b) Carrying out the Internal Fixtures*

- (i) When carrying out the Internal Fixtures, the Owner must:

- I. Transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- II. Protect all areas of the building outside their lot from damage by installing the Internal Fixtures or the transportation of construction materials, equipment, debris;
- III. Keep all areas of the building outside their lot clean and tidy throughout the installation of the Internal Fixtures;
- IV. Only install Internal Fixtures at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
- V. Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- VI. Remove all debris resulting from installing the Internal Fixtures immediately from the building; and
- VII. Comply with the requirements of the Owners Corporation by-laws and any relevant statutory authority concerning the installation of the Internal Fixtures.

- (ii) The Owner must ensure that the Internal Fixtures shall be done:

- I. In a proper and workman like manner and by duly licensed contractors; and
- II. In accordance with the drawings and specifications approved by the Owners Corporation and local council (if relevant)

*(c) After completing the Internal Fixtures*

The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation in relation to the Internal Fixture installed by the Owner.

**(10) Repair and Maintenance**

- (a) The Owner must, at the Owner's cost, properly maintain and keep the Internal Fixtures in a state of good and serviceable repair and must replace the Internal Fixtures (or any part of them) as required from time to time.
- (b) If the Owner removes the Internal Fixtures or any part of the Internal Fixtures installed under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.



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## **(11) Liability and Indemnity**

- (a) The Owner indemnifies the Owners Corporation against –
- (i) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Internal Fixtures;
  - (ii) Any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Internal Fixtures;
  - (iii) Any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Internal Fixtures; and
  - (iv) Liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Internal Fixtures.
- (b) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Internal Fixtures may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
- (c) To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Internal Fixtures under this by-law.

## **(12) Breach of By-Law**

The Owners Corporation reserves the right to take action against the Owner to replace the Internal Fixtures or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if the Owner's breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

## **35 Fire alarms and recovery of costs**

- (1) The owner or occupier of a lot must not do anything, or permit any visitors of that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of Fire Safety Equipment, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation, interference with any smoke detector or smoke alarm installed in the lot or the building or use of or interference with any fire hydrant or any other fire fighting or Fire Safety Equipment except in the case of an emergency.
- (2) If a result of the action or inaction of an owner or occupier of, or their invitee to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades of NSW, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the Owners Corporation, the Owners Corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.





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- (3) If any part of the Fire Safety Equipment is damaged or altered in any way by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the Owners Corporation may, subject to the Act, recover from the owner of the lot as a debt due and payable by the owner, the costs incurred by the Owners Corporation in rectifying the damage.
- (4) For the avoidance of doubt, attendances referred to in clause (2) and damages referred to in clause (3) include attendances by or damage caused by the Fire Brigade of NSW resulting from a telephone call to the Fire Brigade or emergency services, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- (5) In this by-law:
  - (a) “Act” means the Strata Schemes Management Act 2015 and includes any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.
  - (b) “Fire Safety Equipment” means the common property fire and smoke detection systems including water sprinklers, fire alarms, hydrants, fire extinguishers and fire proof doors installed in the lots and common property in accordance with the legislative requirements or in the interests of safety at the strata scheme;
  - (c) “Utility Service” means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme.
  - (d) Where any terms are used in this by-law are defined in the Act they will have, unless context indicates otherwise, the same meaning as those words in the Act.

## **36 Garage Door Recovery Costs**

### **(1) Definitions and Interpretation**

- (a) In this by-law:
  - (i) “Act” means the Strata Schemes Management Act 2015.
  - (ii) “Building” means the building located at 564-576 Railway Parade, Hurstville NSW 2220.
  - (iii) “Garage Door” means the shutter door located at the entrance of the garage which services the Building.
  - (iv) “Lot” means any lot in Strata Plan No. 63181.
  - (v) “Occupier” means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot).
  - (vi) “Owner” means the owner for the time being of a Lot.
  - (vii) “Owners Corporation” means the Owners Corporation created by registration of Strata Plan No. 63181.
  - (viii) “Tribunal” means the NSW Civil and Administrative Tribunal.



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(b) In this by-law a word which denotes:

- (i) The singular includes plural and vice versa;
- (ii) Any gender includes the other genders;
- (iii) Any terms in the by-law will have the same meaning as those defined in the Act; and
- (iv) References to legislation includes references to amending and replacing legislation.

(c) If there are any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

## **(2) Liability and indemnities for damage to the Garage Door**

- (a) If an Owner or any of the Owner's invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether willfully or carelessly) the Garage Door then such Owner will be liable for all costs and expenses associated with the repair, replacement or renewal of the Garage Door.
- (b) If an Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors causes damage to or otherwise interferes with (whether willfully or carelessly) the Garage Door then such Occupier will be liable for all costs and expenses associated with the repair, replacement or renewal of the Garage Door.
- (c) An owner is jointly and severally responsible and liable for any damage or interference (whether wilful or careless) to Garage Door caused by its Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors and is liable for all costs and expenses associated with the repair, replacement or renewal of the common property.
- (d) The Owners Corporation may recover the cost of such damage or interference from the Owner as damages in a court of competent jurisdiction or the Tribunal (if it has jurisdiction) without first being required to take any court proceedings or steps to recover such costs and expenses from the said Occupiers, invitees, guests, family or contractors.
- (e) The Owner of a Lot must indemnify the Owners Corporation against any costs and expenses incurred by the Owners Corporation in repairing damage or interference to Garage Door that is caused by:
  - (i) The Owners or any of the Owner's invitees, guests, family agents, servants, employees or contractors; or
  - (ii) The Occupier or any of the Occupier's invitees, guests, family, agents, servants, employees or contractors.

## **(3) Obligation to enforce terms of lease**

- (a) By reason of operation of the Act, there is an implied covenant by the lessee in a lease of a lot to comply with the by-laws of the strata scheme.



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- (b) If a lessee of a lot breaches the by-laws of the strata scheme then such breach is also a breach of the lease. In the event of the lessee of a Lot breaching the by-laws of the strata scheme, the Owner of the Lot must take such reasonable steps as are necessary to enforce the terms of the lease including by exercising all rights and remedies that may be available.
- (c) The obligations in clause 11 of this by-law do not interfere with or otherwise restrict the Owners Corporation's rights to enforce this by-law as against the lessee.

#### **(4) Failure to comply with this by-law**

- (a) Any liability of an Owner or Occupier to pay costs and expenses under this by-law or to indemnify such costs and expenses is due and payable within 14 days of written demand or at the direction of the Owners Corporation. If such debt, is not paid within 14 days, it will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.
- (b) If an Owner or Occupier fails to comply with any obligation under this by-law, the Owners Corporation may recover as a debt the costs and expenses from the Owner or Occupier together with any interest payable and the legal costs and expenses of the Owners Corporation on an indemnity basis incurred in recovering those amounts (and include reference of that debt on levy notices and any other levy reports or information).
- (c) Nothing in this by-law restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

#### **SPECIAL BY-LAW 1 – Minor Renovations by Owners – Delegation of Functions**

- (a) Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015*, the owners corporation is permitted to delegate its functions under section 110 of the Act to the strata committee.
- (b) RESOLVES to delegate its functions to the strata committee in accordance with the by-law made in **Error! Reference source not found.**

#### **SPECIAL BY-LAW 2 – Damage and Injury Caused by Items Placed on Common Property**

##### **1 Damage and Injury Caused by Items Placed on Common Property**

An owner or occupier of a lot within the strata scheme must not leave any object, item or the like on common property that is likely to cause damage to the common property, or personal injury to the owners, occupiers and visitors within the strata scheme.

##### **2 Methods and procedures**

###### **2.1 Indemnity**

An owner or occupier of a lot who breaches clause 1 will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with clause 1, except to the extent that



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such damage, costs, loss, claim, demand, suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

## **2.2 Acting through others**

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents or contractors, however that person:

- (a) Will not by reason only of so doing be released from that obligation or release that right: and
- (b) Is liable for the acts or omission of those servants, agents or contractors as fully as if they were those servants, agents of contractors and those acts or omissions were theirs.

## **2.3 Liability for occupiers and invitees**

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure and must use their best endeavours to ensure that their invitees, agents, contractors or employees (and in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or [so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

## **2.4 Exercise of care, skill and compliance with law**

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) Exercise due care and skill: and
- (b) Do so in accordance with any applicable law.

## **2.5 Obligation to do work to remedy breach**

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) Comply with the obligation breached;
- (b) Repair any damage caused to the property;
- (c) Clean any rubbish, dirt, debris, or staining caused to the property;
- (d) Rectify any fault, malfunction or defect caused to any system, service, appliance, or apparatus in the property; and
- (e) Remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.



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For the purposes of this clause 2.5, a reference to property includes the common property or personal property vested in the owners corporation.

## **2.6 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 2.5 must, except as may be provided otherwise herein:

- (a) Prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) Ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) Ensure that such work is done:
  - (i) In accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) In a proper and workmanlike manner and exercising due care and skill.

Note: If an owner or occupier of a lot fails to do work hereunder, the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

## **2.7 Power to carry out work and recover costs**

Within the meaning of section 120 of the Management Act, if;

- (a) Work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) The owner or occupier fails to carry out that work;

Then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot

## **2.8 Application of the Civil Liability Act 2002**

- (a) Owners and occupiers of lots acknowledge and agree that:
  - (i) The provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
  - (ii) To the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## **2.9 Recovery of Amounts**



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Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) Bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) May be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
  - (i) Any interest payable; and
  - (ii) The expenses of the owners corporation incurred in recovering those amounts.

Note: The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

### **3 Definitions and interpretation**

#### **3.1 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided herein,

- (a) The terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) The singular includes the plural and vice versa;
- (c) Headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) A reference to a document includes any amendment, replacement or novation of it;
- (e) Where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) Any reference to legislation includes any amending or replacing legislation;
- (g) Where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) Where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) Any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) Where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) Where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and



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- (l) A term defined in the Management Act or Development Act will have the same meaning.

### **3.2 Functions of the owners corporation**

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### **3.3 Severability**

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent
- (b) To the extent that any terms herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### **3.4 Definitions**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Lots means a lot in the strata scheme;

Management Act means the Strata Schemes Management Act 2015;

Occupier means:

- (a) The occupier of a lot but only in relation to the lot occupied by that occupier;
- (b) Where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) Where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

Owner means:

- (a) The owner of a lot, but only in relation to the lot owned by that owner;
- (b) Where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) Where is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

Owners corporation means the owners corporation created on registration of the strata plan;



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Strata Plan means strata plan number 63181; and

Strata Scheme means the strata scheme relating to the strata plan

### **SPECIAL BY-LAW 3 – Prohibition on the Installation of New Air-Conditioning Systems**

#### **PART 1**

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

1.1 In this by-law:

- (a) Air-conditioning means any equipment or apparatus capable of cooling or heating air within a Lot which is:
  - (i) Audible from outside the Lot;
  - (ii) Requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
  - (iii) Will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

- (b) Lot means a lot in strata scheme 63181.
- (c) Owner or Occupier means the owner or occupier of a lot from time to time.

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

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

#### **PART 2**

##### **GRANT OF RIGHTS**

2.1 An Owner, Occupier or the Owners Corporation must not:

- (a) Install any new Air-Conditioning systems on their Lot or the common property; and
- (b) Replace any existing Air-Conditioning systems installed on Lot or common property once they are no longer functional.

2.2 For clarity, this by-law does not discharge an Owners, Occupiers or the Owners Corporations duties to repair and maintain existing Air-Conditioning units in the building.

### **SPECIAL BY-LAW 4 – Parking & Towing Away**

That the Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes





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Management Act 2015 to create an additional by-law with the following terms:

### 1. Introduction

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) Each Owner and Occupier must comply with this by-law.
- (c) If an Owner or Occupier does not comply with this by-law the Owners Corporation may take action against them including issuing notices and recovering the costs of doing so as a liquidated damage.

### 2. Definitions & Interpretation

#### 2.1 In this by-law:

- (a) "Common Property" means the common property for the Strata Scheme.
- (b) "Development Act" means the Strata Schemes (Freehold Development) Act 1973.
- (c) "Executive Committee" means the executive committee of the Owners Corporation.
- (d) "Fee" means the amount fixed by the Executive Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice and the loss of use of the relevant Visitor Car Parking Space, being estimated at \$165.00 including GST as at the date of this by-law unless otherwise determined.
- (e) "Information Notice" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within 14 days.
- (f) "Lot" means a Lot within the Strata Scheme.
- (g) "Management Act" means the Strata Schemes Management Act 2015.
- (h) "Notification" means:
  - (a) an adhesive or other sticker or written notification to be placed on a Vehicle; or
  - (b) a letter addressed to the Owner or Occupier of a Lot, in a form approved from time to time by the Executive Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.
- (i) "Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.
- (j) "Offending Vehicle" means a Vehicle parked contrary to this by-law.



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- (k) "Owner" means the Owner of a Lot.
- (l) "Owners Corporation" means the Owners Corporation for the Strata Scheme.
- (m) "Strata Legislation" means the Development Act and the Management Act.
- (n) "Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.
- (o) "Strata Plan" means the strata plan for the Strata Scheme.
- (p) "Strata Scheme" means the strata scheme in respect of which this by-law applies.
- (q) "Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.
- (r) "Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.
- (s) "Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a Lot or which is not the subject of a right of exclusive use.

## 2.2 In this by-law:

- (i) Headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (ii) References to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them, words importing the singular number include the plural and vice versa,
- (iii) Words importing the masculine, feminine or neutral gender include both of the other two genders,
- (iv) Where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (v) Where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- (vi) Any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed



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in this by-law,

(vii) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including by-law 2), then the provisions of this by-law will prevail to the extent of that inconsistency, and

(viii) The terms of this by-law are independent of each other. If a term or sub-clause in this by-law is deemed void or unenforceable, the by-law as a whole will not be deemed unenforceable.

### 3. No Parking on Common Property by Owners and Occupiers

No Owner or Occupier is permitted to park a Vehicle on Common Property. Any prior approval to an Owner or Occupier to park a Vehicle on Common Property is revoked by virtue of the making of this by-law.

### 4. No Parking on Common Property by Occupiers to be Permitted by Owners

An Owner must:

- (a) Not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) Take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

### 5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

- (a) Not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) Take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, except in a Visitor Car Parking Space.

### 6. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the Strata Scheme to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space

### 7. Consequences of a Breach

- (a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-7 in this by-law, the Owners Corporation may:



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- (i) Place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, the Notification which may be in the form annexed in this by-law, and may be prepared and sent on the Owners Corporation's behalf by its solicitor or Strata Managing Agent; and
- (ii) Issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
- (iii) Move, reposition or remove (including by towing) the Offending Vehicle; and
- (iv) Recover the following amounts as a debt to the Owners Corporation:
  - (1) The Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and
  - (2) The cost of moving, repositioning or removing (including by towing) the Offending Vehicle in accordance with clause 8(a)(iii); and
  - (3) The expenses incurred by the Owners Corporation pursuant to clause 12.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.
- (c) The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause 8(a)(iv) and, if more than one person, they will be jointly and severally liable:
  - (i) The person who parked the Offending Vehicle;
  - (ii) Any person who owns or has a legal interest in the Offending Vehicle;
  - (iii) The person entitled to control the use of the Offending Vehicle; and
  - (iv) The Owner of any Lot tenanted or occupied by a person referred to in sub-clause 8(c)(i)-(iii).

#### 8. Invoicing

- (a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- (b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this by-law is due and



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owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

#### 9. Interest

Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has been issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

#### 10. Recovery

The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

#### 11. Recovery of Expenses

- (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
  - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
  - (ii) the cost of issuing an invoice for the debt; and
  - (iii) all legal costs incurred in connection with the recovery of the debt.
- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

### **SPECIAL BY-LAW 5 – Absolution of Maintenance – Lot Fixtures & Fittings**

#### **Part 1- Introduction and intent**



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(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in the By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(c) Any items specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporation insurance policy shall still be protected by that insurance.

(d) At all times the owners corporation shall retain the maintenance responsibilities for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the owner's corporation responsibility, except where a lot owner has undertaken renovation within their lot that affects the waterproofed area/s

(e) The By-law does not confer any right upon a lot owner to install any items listed in this By-law as a fixture or fitting of a lot.

## **Part 2- Definitions**

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

- (i) Act means the Strata Schemes Management Act 2015(NSW) or any amendment
- (ii) Lot means any lot in the strata plan
- (iii) Owner means the owner of the lot
- (iv) Owner Corporation means the owners corporation created by the registration of the strata plan
- (v) Internal Area means any areas within the envelope of a lot as defined by the strata plan
- (vi) Internal Pipe Work and Wiring means any pipe works or wiring that only services one lot, whether located on a common property or internal wall

In this By-law, unless the context otherwise requires

- (i) The singular includes plural and vice versa
- (ii) Any gender includes the other genders
- (iii) Any terms in the By-law will have the same meaning as those defined in the Act and
- (iv) References to legislation includes references to amending and replacing legislation.



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## **Part 3- Terms and Conditions**

In accordance with section 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the strata scheme.

### **3.1 Internal Areas**

All decorative finishes within a lot, including but not limited to

- (i) All cornices
- (ii) All skirting boards
- (iii) All architraves and internal door jams
- (iv) Wall tiles wherever located, including kitchen, bathroom and laundries
- (v) Floor tiles wherever located, including kitchen, bathroom and laundries
- (vi) False ceilings
- (vii) Mezzanines, stairs and handrails
- (viii) All paintwork and wall paper
- (ix) The cleaning of mould throughout the lot where the causative factors are purely environmental
- (x) Settlement cracks as defined under the Tolerance Guidance of Department of Fair Trading

### **3.2 Bathroom, Ensuities and Laundry areas**

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to

- (i) All taps and internal pipe works
- (ii) Shower screens
- (iii) Bathtub, including internal floor waste and drainage pipes
- (iv) Sinks and hand basins including internal drainage pipes
- (v) Cabinets and mirrors
- (vi) Toilet pan, including cistern and internal waste pipes
- (vii) All lights, light fittings and exhaust fans that only service the lot where located

### **3.3 Kitchen Areas**

All kitchen fixtures and fittings, including but not limited to

- (i) All taps and internal pipe works
- (ii) All internal wastes and drainage pipes, including connection to the common stack
- (iii) Bench tops



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- (iv) Sinks and insinkerators
- (v) Ovens, stoves and cook tops
- (vi) All lights, light fittings, exhaust fans and rangehood that only service the lot, wherever located, including ducting and external ventilation points.

### **3.4 Flooring Coverings**

- (i) All carpet within the lot
- (ii) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (iii) All floor boards, whether it is floating or fixed

### **3.5 Balcony/Courtyard Areas**

- (i) All tiles, pavers and decking
- (ii) All handrails within the balcony or courtyard area
- (iii) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
- (iv) All plants and grassed areas within the balcony or courtyard
- (v) The pruning, trimming or removal of a tree or trees, including damage caused by roots vi)
- Fences that divided two lots
- (vi) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
- (vii) Settlement cracks as defined under the Tolerance Guidance of Department of Fair Trading

### **3.6 Electrical fittings and Appliances**

- (i) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (ii) All electrical sockets and wall plates
- (iii) Ceiling fans
- (iv) Smoke detectors that only service one lot
- (v) Alarm System that only service one lot
- (vi) Electrical main and sub-main that services only one lot including fuses wherever located
- (vii) Individual garage door motors
- (viii) Intercom, telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (ix) Split system and ducted air conditioning system, including condenser units and all associated equipment wherever located that only service one lot





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- (x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located
- (xi) Any general appliances such as dishwasher, microwave oven, clothes dryer or other that is designed to only service the lot.

### **3.7 Front Door, Balcony Doors, Windows and Garage Area**

- (i) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate the common entry doors and garage doors of the scheme
- (ii) Automatic door closers
- (iii) Any locking device including mail box lock or door furniture installed on the front and back doors, balcony doors and windows of the lot, whether installed originally or subsequently by the lot owner. All flyscreens and security screens/door fitted to the windows, doors and balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner
- (iv) Front Door, Garage Door/Cage, Storage Door/Cage and Balcony Doors, whether installed originally or subsequently by the lot owner

## **SPECIAL BY-LAW 6 – Compensation to Owners Corporation**

### **A) Definitions**

- (i) The following terms are defined to mean:
  - ‘Costs’ includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.
  - ‘Lot’ means any lot in the strata plan.
  - ‘Occupier’ means the occupier of a Lot
  - ‘Owner’ means the owner/s of the Lot.
  - ‘Owners Corporation’ means the owners corporation created by the registration of strata plan
  - ‘Owners Corporations Agents’ means the Strata Managing Agent, Strata Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.
  - ‘Owners Agents’ means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
  - ‘the Act’ means the Strata Schemes Management Act 2015.
  - ‘works’ means any repair, maintenance, replacement, refurbishment undertaken at the strata scheme or any penalty imposed by public authority on the lot
- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.



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## **B) Rights and Obligation of Owners**

- (i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
- (ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
- (iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
- (iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (v) In the event that a lot owner believes a charged imposed upon them pursuant to this By- law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub- clause B)(v) above, all charges imposed by this By-law shall stand.

## **C) Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

## **SPECIAL BY-LAW 7 – Recovery of Costs**

### **1. Introduction**

The purpose of this by-law is to assist the owners corporation to better manage and administrate the strata scheme by prohibiting certain acts and enabling the owners corporation to recover certain costs.



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## **2. Damaging common Property and False Fire Alarms**

- 2.1 An owner or occupier must not trigger a false fire alarm.
- 2.2 An owner or occupier must not damage any common property in any way, by their acts or omissions.
- 2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
  - 2.3.1 trigger a false fire alarm; or
  - 2.3.2 damage common property

## **3. Owners corporation's power in the event of a breach of this by-law**

If an owner or occupier breaches this by-law, the owners corporation may;

- 3.1 If the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issue to the owners corporation for that false fire alarm; and
- 3.2 If the breach is of clause 2.2 or 2.3.2, recover from the person responsible its costs or damages flowing from that breach, including:
  - 3.2.1 the cost of repairing the damaged common property; or
  - 3.2.2 any amount payable to the owners corporation's insurer, such as any excess or increased premiums, and the expenses of recovering those costs

## **4. Recovery**

- 4.1 A debt will be recoverable in the same manner as unpaid contributions by way of a levy charged to the lot.
- 4.2 A debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the debt, bear interest at the same as unpaid contributions under section 85 of Act.
- 4.3 The owners corporation may recover all of its expense of recovering a debt on an indemnity basis.
- 4.4 The owner/s of the lot will be responsible for the costs which the person responsible breach clauses 2.3.1 and 2.3.2,

## **5. Interpretation**

In this by-law:

- 5.1 Act mean the Strata Scheme Management Act 2015
- 5.2 Debt means any amount payable to the owners corporation under this by-law
- 5.3 False fire alarm means setting off a fire alarm ( including a false fire alarm), so that the fire brigade or other organisation;



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- 5.3.1 is required to attend the strata scheme; and
- 5.3.2 charges the owners corporation a fee for that attendance.
- 5.4 Occupier means an occupier of a lot in the strata scheme.
- 5.5 Owner means an owner a lot in the strata scheme.
- 5.6 Person Responsible means, at the owners corporation's discretion:
- 5.6.1 the person who has breached clause 2.1 or 2.2; or
- 5.6.2 an owner who is in breach of clause 2.3 by failing to use the necessary reasonable endeavours.
- 5.7 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 5.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict
- 5.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.
- 6.0 In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

## **Access for Inspection of Fire Services**

### **A) Definitions**

- (i) The following terms are defined to mean;
- Agents means the strata managing agent, executive committee or any fire safety contractor or personnel engaged by the owners corporation, the Environmental, Planning and Assessment Regulation 2000( NSW) or any Fire Safety measure listed on Fire Safety Certificate applicable to the strata scheme
- Fines or Re-inspection fees includes any fines or charges imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation
- Reasonable access means between the hours of 7.00am and 7.00pm Monday to Friday excluding public holidays
- (ii) Where any terms used in this By-law are defined in the strata Management Act 2015, they will have the same meaning as those terms are attributed under that Act



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## **B) Duties of Owners**

In relation to the owners corporation responsibility to obtain Annual Fire Safe5ty Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring the following;

- (i) That where necessary the owners corporation or its agent have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment
- (ii) That the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purpose of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

## **C) Duties of the Owners Corporation**

The owners corporation or their agents must provide the occupants of the lot with a minimum of seven (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (B) above

## **D) Indemnity**

- (i) The owner of a lot indemnifies the owners corporation against any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (B)
- (ii) The owner of a lot indemnifies the owners corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to issue.

## **E) Right to Remedy Default**

If an owner, or occupier, or lessee of a lot fails to comply with this By-law, then the owners corporation may

- (i) Carry out all the necessary work to perform the obligation
- (ii) Enter upon any part of the parcel to carry out that work
- (iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot

## **Alterations and additions to the Fire Door of a Lot**

### **A) Definitions**

- (i) The following terms are defined to mean



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Fire Door of a lot means the common property entrance door to the lot in the strata scheme including all attached locks, door handles, door frames, door closers and other ancillary structures

Original Condition means the condition at the date of registration of the strata scheme

- (ii) Where any terms used in this By-law are defined in the Strata Scheme Management Act 2015, they will have the same as those words are attributed under that Act

#### **B) Duties of Owners**

- (i) An owner or occupier, or lessee of a lot must not replace or make any alterations or additions to the fire door that gives access to the owner's, or occupier's or lessee's lot( including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation and

Make any alterations or additions to a fire door that gives access to the owner's or occupier's or lessee's lot that is in breach of the fire regulations under the Building Code of Australia

#### **C) Liability**

- (i) An owner of a lot will be liable for any damage, alteration or addition made or caused to a fire door by the owner without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred.
- (ii) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a fire door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred

#### **D) Indemnity**

An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a fire door by the owner or the occupier or lessee of the owner's lot including liability under section65(6) in respect of any property of the owner.

#### **E) Right to Remedy Default**

If an owner or occupier of a lot fails to comply with this By-law, then the owners corporation may;

- (i) Carry out all the necessary work to perform the obligation
- (ii) Enter upon any part of the parcel to carry out that work
- (iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

*Jessie*

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales

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

**Strata Schemes Management Act 2015  
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/SP63181		
(B) LODGED BY	Document Collection Box	Name Company (IF APPLICABLE) Address  E-mail Contact Number Customer Account Number (IF APPLICABLE) Reference	CODE  <b>CH</b>

- (C) The Owner-Strata Plan No. 63181 certify that a special resolution was passed on 8/12/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 4-7
- Amended by-law No. NOT APPLICABLE
- as fully set out below :
- AS SET OUT IN ANNEXURE A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 63181 was affixed on 26/5/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : Jessie

Name : JESSIE LU Electronic Signature  
affixed by me on 26/05/2023

Authority : STRATA MANAGER

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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



PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2)  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Our Reference:  
Your Reference:  
Date of Issue:

**PL2023/2537  
230283  
10/08/2023**

***N Lim  
Level 7, 1 O'Connell Street  
SYDNEY NSW 2000***

Property Number:	<b>20729</b>
Property Address:	<b>21/564-576 Railway Parade HURSTVILLE NSW 2220</b>
Legal Description:	<b>Lot 21 SP 63181</b>

This planning certificate should be read in conjunction with the relevant Local Environmental Plan listed under Names of Relevant Planning Instruments and DCPs. This is available on the NSW legislation website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in Council's records as being situated at the street address described on page 1 of this certificate.

It is the applicant's responsibility to confirm that the legal description of the lot to which the application relates is accurate and current. Council does not check the accuracy or currency of the information; nor does Council have the copyright to this information.

The legal description of land is obtained from NSW Land Registry Services. Applicants must verify all property and lot information with NSW Land Registry Services or <https://maps.six.nsw.gov.au/>.

The information contained in this certificate relates only to the lot described on page 1 of this certificate.

Hurstville Service Centre MacMahon and Dora Streets, Hurstville

Kogarah Library and Service Centre Kogarah Town Square, Belgrave Street, Kogarah

Phone: 9330 6400 | Email: [mail@georgesriver.nsw.gov.au](mailto:mail@georgesriver.nsw.gov.au) | Postal address: PO Box 205, Hurstville NSW 1481





Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

This certificate is provided pursuant to Section 10.7(2) of the Act. At the date of this certificate, the subject land may be affected by the following matters.

## 1. Names of relevant planning instruments and DCPs

*(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:*

The following **environmental planning instruments** apply to the carrying out of development on the land:

### Local Environmental Plans

Georges River Local Environmental Plan 2021

### State Environmental Planning Policies

The following State Environmental Planning Policies apply:

- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Transport and Infrastructure) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Precincts - Central River City) 2021
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Sustainable Buildings) 2022: (commences on 1 October 2023)

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

Georges River Development Control Plan 2021

*(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:*

The following **proposed environmental planning instruments** that have been the subject of community consultation or on public exhibition under the Act, apply to the carrying out of development on the land:

- On 31 March 2021, the Department of Planning, Industry and Environment (DPIE) placed on public exhibition an Explanation of Intended Effect (EIE) for the review of clause 4.6 of the Standard Instrument LEP (Exceptions to development standards) to improve the way this clause operates and provide certainty to councils and industry.

The EIE also seeks feedback on proposed measures to increase transparency, accountability and probity by strengthening council reporting requirements on variation decisions, in line with ICAC recommendations.

The Environmental Planning and Assessment Regulation 2021 will be amended to include the current requirements to fulfill procedural and reporting requirements when development standards are varied, including Council's publishing reasons for granting or refusing a variation request on the NSW Planning Portal.

The EIE was on exhibition from 31 March - 12 May 2021.

- The Department of Planning and Environment placed on public exhibition an **Explanation of Intended Effect (EIE) on proposed amendments to the Housing SEPP**.

The proposed amendments include:

- Increasing floor space bonuses for in-fill affordable housing
- Expanding self-assessment and state significant planning pathways for some forms of social and affordable housing
- Replacing definitions of group homes and hostels and with new definitions, high support accommodation and supported living
- Broadening existing supportive accommodation provisions
- Updating the accessibility and usability standards for seniors independent living units
- Increasing the area within R2 zoned land where boarding houses are permitted in regional areas.

The EIE also discusses proposed improvements to the process for developing affordable housing contribution schemes.

The EIE was on exhibition until 13 January 2023.

- Council exhibited a **Planning Proposal (PP2016/0002)** in relation to land located at the Hurstville Civic Precinct site, bound by MacMahon Street, Park Road, Queens Road and Dora Street (including 4-6 Dora Street, Hurstville) from 18 January to 17 February 2023.

The Planning Proposal is to enable the future redevelopment of the existing Hurstville Civic Precinct for a mixed use civic, cultural, commercial and residential

destination. The Planning Proposal seeks to amend the Georges River Local Environmental Plan 2021 (GRLEP 2021) by:

- Rezoning the site from part B4 Mixed Use under the GRLEP 2021 and part 3(b) (City Centre Business Zone) under the Hurstville Local Environmental Plan (HLEP) 1994 to entirely B4 Mixed Use.
- Increasing the height from 15m, 30m and 55m to 20m, 30m and 60m.
- Increasing the floor space ratio from 3:1, 4:1 and 6:1 to 3:1, 5:1 and 7:1.
- Reclassifying 4-6 Dora Street (i.e. former Baptist Church and adjoining land) from community to operational land to allow for its future development.
- Retaining the heritage item (Hurstville Museum & Gallery) by including it on the heritage map and within Schedule 5 (Environmental heritage).
- Introducing a local provision to facilitate the provision of community facilities and public benefits on the site, including a minimum floor area for community uses and minimum solar access to the Civic Plaza.

Further details can be found at Council's Yoursay website:

<https://yoursay.georgesriver.nsw.gov.au/public-exhibition-hurstville-civic-precinct-planning-proposal>

- The Department of Planning and Environment placed on public exhibition a Planning Proposal in relation to land at 143 Stoney Creek Road, Beverly Hills. The Planning Proposal amends the Georges River LEP (GRLEP) 2021 to:
  - Rezone the site from part SP2 Infrastructure (Public Administration) and part R2 Low Density Residential to R4 High Density Residential;
  - Include "business premises" and "office premises" as additional permitted uses in Schedule 1;
  - Introduce a maximum floor space ratio (FSR) of 1.4:1; and
  - Introduce a maximum building height of 16m; and
  - Introduce a 1000sqm minimum lot size.

The Planning Proposal documents can be accessed at

[www.planningportal.nsw.gov.au/ppr/under-exhibition/143-stoney-creek-road-beverly-hills](http://www.planningportal.nsw.gov.au/ppr/under-exhibition/143-stoney-creek-road-beverly-hills)

The public exhibition of the Planning Proposal is being managed by the Agile Planning team of the Department of Planning and Environment who will be reviewing submissions received for the Planning Proposal prior to finalising the LEP.

The Planning Proposal was on exhibition from 27 April to 26 May 2023.

The following **draft development control plan** which is or has been the subject of community consultation or on public exhibition under the Act, will apply to the carrying out of development on the land:

- The draft Amendment No. 3 to the Georges River Development Control Plan (DCP) 2021 was on public exhibition 19 April – 19 May 2023. This amendment seeks to harmonise all DCP controls relating to the Hurstville City Centre into the Georges River DCP 2021 and rectify a number of housekeeping issues

comprising of unintended omissions, numerical, typographical, interpretation and formatting errors throughout the Georges River DCP 2021. Once draft Amendment No. 3 to the Georges River DCP comes into effect, the Hurstville Development Control Plan Number 2 - Amendment No. 6 and Amendment No. 12 will be repealed. Further details can be found at Council's Yoursay website:

<https://yoursay.georgesriver.nsw.gov.au/public-exhibition-draft-amendment-no-3-to-the-grdcp-harmonisation-of-hurstville-city-centre-development-control-plan-and-other-housekeeping-amendments>

- Draft Amendment No. 2 to the Georges River Development Control Plan 2021 was on public exhibition from 18 January to 17 February 2023. The amendment comprises of a new chapter "Section 10.3 Hurstville Civic Precinct" to be inserted into Part 10 - Precincts. Further details can be found at Council's Yoursay website: <https://yoursay.georgesriver.nsw.gov.au/public-exhibition-hurstville-civic-precinct-planning-proposal>
- The draft Amendment No. 4 to the Georges River Development Control Plan (DCP) 2021 is on public exhibition from 17 May to 16 June 2023. The DCP amendment contains built form and design provisions to guide the redevelopment of 143 Stoney Creek Road, Beverly Hills (the subject site), which is subject to a Planning Proposal. The DCP amendment will accompany the site-specific Planning Proposal for the subject site and will be inserted into Part 10 – Precincts as Section 10.4 – 143 Stoney Creek Road, Beverly Hills of GRDCP 2021. Amendment No. 4 will become effective when the LEP is gazetted. Further details can be found at Council's Your Say website: <https://yoursay.georgesriver.nsw.gov.au/public-exhibition-amendment-no-4-to-georges-river-development-control-plan-2021-143-stoney-creek-road-beverly-hills>

*(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved:*

*(4) In this section—*

*proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan:*

## **2. Zoning and land use under relevant LEPs**

*The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—*

- (a) the identity of the zone, whether by reference to—*
- (i) a name, such as "Residential Zone" or "Heritage Area", or*
- (ii) a number, such as "Zone No 2 (a)",*
- (b) the purposes for which development in the zone—*
- (i) may be carried out without development consent, and*

*(ii) may not be carried out except with development consent, and  
(iii) is prohibited,*

## **Zone MU1 Mixed Use**

### **2 Permitted without consent**

Home occupations

### **3 Permitted with consent**

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4.

### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Marinas; Mooring pens; Moorings; Multi dwelling housing; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential flat buildings; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies.

*(c) whether any additional permitted uses apply to the land, Schedule 1 additional permitted uses apply to the land.*

**Clause 2.5 of the Georges River Local Environmental Plan 2021** does not apply to the land.

*(d) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions,*

There are no development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house under the Georges River Local Environmental Plan 2021

*(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016*

The land is not in an area of outstanding biodiversity under the Biodiversity Conservation Act 2016

*(f) whether the land is in a conservation area, however described,*

The land is not located within a conservation area under the provisions of the Georges River Local Environmental Plan 2021.

*(g) whether an item of environmental heritage, however described, is located on the land.*

The land does not contain a heritage item under the provisions of Georges River Local Environmental Plan 2021.

### 3. Contributions plans

*(1) The name of each contribution plan under the Act, Division 7.1 applying to the land, including any draft contributions plan.*

Georges River Council Local Infrastructure Contributions Plan 2021 - Section 7.11 and Section 7.12

**Note:** Georges River Council at its meeting on 25 October 2021 resolved to adopt the Georges River Council Local Infrastructure Contributions Plan 2021 (Section 7.11 and Section 7.12).

The Plan came into force on Wednesday 1 December 2021 and repealed Council's previous six Section 7.11 Plans and one Section 7.12 Plan on this date.

The Plan applies to land in the Georges River Local Government Area and has been prepared to address anticipated demand for public facilities and services generated by new development up to 2036.

The Plan will enable Council and accredited certifiers to levy Section 7.11 contributions and Section 7.12 levies on development in the LGA towards the provision of public amenities and facilities.

More information is available on Council's website at:

<https://www.georgesriver.nsw.gov.au/Development/Planning-Controls/Development-Contributions-and-Planning-Agreements/Local-Infrastructure-Contributions-Plan-2021-Secti>

*(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*

The land is not in a special contributions area under the Act, Division 7.1

#### 4. Complying Development

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

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

*(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*

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

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

#### Housing Code

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

**Note:** The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, *Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

#### Rural Housing Code

Complying development under the Rural Housing Code does not apply as the land is not zoned RU1 Primary Production, RU2 Rural Landscape, RU3 Forestry, RU4 Primary Production Small Lots, RU6 Transition and R5 Large Lot Residential.

#### Low Rise Housing Diversity Code



Complying development under the Low Rise Housing Diversity Code may be carried out on the land.

**Note:** The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with *AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

### **Inland Code**

Complying development under the Inland Code does not apply to Georges River Council Local Government Area.

### **Greenfield Housing Code**

Complying development under the Greenfield Housing Code does not apply to Georges River Council Local Government Area.

### **Housing Alterations Code**

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

**Note:** The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with *AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

### **General Development Code**

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

**Note:** The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with *AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

### **Industrial and Business Alterations Code**

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

### **Industrial and Business Buildings Code**

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

### **Container Recycling Facilities Code**

Complying development under the Container Recycling Facilities Code may be carried out on the land.

### **Subdivision Code**

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

### **Demolition Code**

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

### **Fire Safety Code**

Complying development under the Fire Safety Code may be carried out on the land.

### **Agritourism and Farm Stay Accommodation Code**

Complying development under the **Agritourism and Farm Stay Accommodation Code** does not apply to Georges River Council Local Government Area.

**Disclaimer:** The information above addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

**NOTE:** Council does not have sufficient information to ascertain the extent to which complying development under the Codes may be carried out on the land. A restriction to carrying out complying development applies to the land, but may not apply to all of the land.

**NOTE:** The complying development codes have not been varied under clause 1.12 of the SEPP in relation to 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 codes under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*

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

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

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

### General Exempt Development Code

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

### Advertising and Signage Exempt Development Code

Exempt development under the Advertising and Signage Exempt Development Code **may** be carried out on the land.

### Temporary Uses and Structures Exempt Development Code

Exempt development under the Temporary Uses and Structures Exempt Development Code **may** be carried out on the land.

**Disclaimer:** The information above addresses matters raised in clause 1.16(1)(b1)–(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that the work is not exempt under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**NOTE:** Council does not have sufficient information to ascertain the extent to which exempt development under the Codes may be carried out on the land. A restriction to carrying out exempt development applies to the land, but may not apply to all of the land.

## 6. Affected building notices and building product rectification orders

*(1) Whether the council is aware that—*

*(a) an affected building notice is in force in relation to the land, or Council is not aware of any affected building notice in force in respect of the land.*

Council is not aware of any affected building notice in force in respect of the land

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

Council is not aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

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

Council is not aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

*(2) In this clause:*

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

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

## 7. Land reserved for acquisition

*Whether an environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15?*

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1, makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## 8. Road widening and road realignment

*Whether or not the land is affected by any road widening or road realignment under:*

*(a) the Roads Act 1993, Part 3, Division 2?*

The land is not affected by road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

*(b) any environmental planning instrument?*

The land is not affected by any road widening or road realignment under the provisions of any environmental planning instrument.

*(c) any resolution of the Council?*

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

## 9. Flood related development controls

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

No. The land or part of the land is not within the flood planning area and therefore not subject to flood related development controls.

*(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.*

No. The land or part of the land is not between the flood planning area and the probable maximum flood extents and therefore not subject to flood related development controls.

*(3) In this clause—*

**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

**Note 1:** The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

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

*(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?*

**Airspace operations** - The objective of this clause is to protect airspace around airports. (Refer Clause 6.7 of the Georges River Local Environmental Plan 2021).

*(2) In this clause—*

*adopted policy means a policy adopted—*

*(a) by the council, or*

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

## 11. Bush fire prone land

*(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*

*(2) If none of the land is bush fire prone land, a statement to that effect.*

The Land is not shown to be bushfire prone land in Council records.

## 12. Loose-fill asbestos insulation

*If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.*

The land to which this certificate relates has not been identified in the Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

### 13.Mine subsidence

*Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017?*

The land is not in an area proclaimed to be a mine subsidence district within the meaning of Coal Mine Subsidence Compensation Act 2017.

### 14.Paper subdivision information

*(1) The name of a development plan adopted by a relevant authority that:*

*(a) applies to the land or*

*(b) is proposed to be subject to a ballot.*

There is no development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a ballot.

*(2) The date of any subdivision order that applies to the land.*

There is no subdivision order applying to the land.

*(3) Words and expressions used in this clause have the same meaning as they have in Regulation, Part 10 and the Act, Schedule 7.*

### 15.Property Vegetation Plans

*If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.*

Council has not been notified of the existence of a property vegetation plan by the person or body that approved the plan under the Native Vegetation Act 2003.

### 16.Biodiversity stewardship sites

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.*

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

Council has not been notified by the Biodiversity Conservation Trust, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

## **17.Biodiversity certified land**

*If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.*

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

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

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

The Council has not been notified of an order under the Act in respect of tree(s) on the land.

Council has not verified whether any order has been made of which it has not been notified. The applicant should make its own enquiries in this regard if this is a matter of concern.

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

*(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*

*(2) In this clause— existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.*

**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 1.1.2011.

No, according to Council's records the owner (or previous owner) of the land has not consented in writing to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services relating to existing coastal protection works.



## 20. Western Sydney Aerotropolis

*Whether under State Environmental Planning Policy (Precincts – Western Parkland City) 2021 —*

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or*
- (b) shown on the Lighting Intensity and Wind Shear Map, or*
- (c) shown on the Obstacle Limitation Surface Map, or*
- (d) in the “public safety area” on the Public Safety Area Map, or*
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.*

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not affect the Georges River Local Government Area.

## 21. Conditions for seniors housing

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

No terms of a kind referred to in Clause 88(2) of State Environmental Planning Policy (Housing) 2021, have been imposed as a condition of consent to a Development Application granted after 11 October 2007 in respect of the land.

## 22. Site compatibility certificates and conditions for affordable rental housing

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

- (a) the period for which the certificate is current, and*
- (b) that a copy may be obtained from the Department.*

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

*(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).*

*(4) In this section—*

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

(1) Council is not aware of any current site compatibility certificate (Affordable Rental

Housing), in respect of proposed development on the land.

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

(3) No terms of a kind referred to in Clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, have been imposed as a condition of consent to a Development Application in respect of the land.

### **Any Other Prescribed Matter**

**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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued?*

The land has not been identified as significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environment Protection Authority).

*(b) that the land which the certificate is the subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued?*

The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environment Protection Authority).

*(c) that the land which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued?*

The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environment Protection Authority).

*(d) that the land which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued?*

The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environment Protection Authority).

*(e) that the land which the certificate relates is subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate?*

Council has not been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

#### **NOTE**

This information is provided pursuant to section 10.7 (2) of the Environmental Planning and Assessment (EPA) Act 1997 as prescribed by Schedule 2 of the EPA Regulations 2021 and is applicable as of the date of this certificate.

#### **Additional matters pursuant to Section 10.7(5)**

Additional information provided pursuant to section 10.7(5) of the *Environmental Planning and Assessment Act 1979* is available upon application and payment of the prescribed fee. Advice will be provided for the following additional matters not included under Section 10.7(2) in accordance with Section 10.7(5) of the Act:

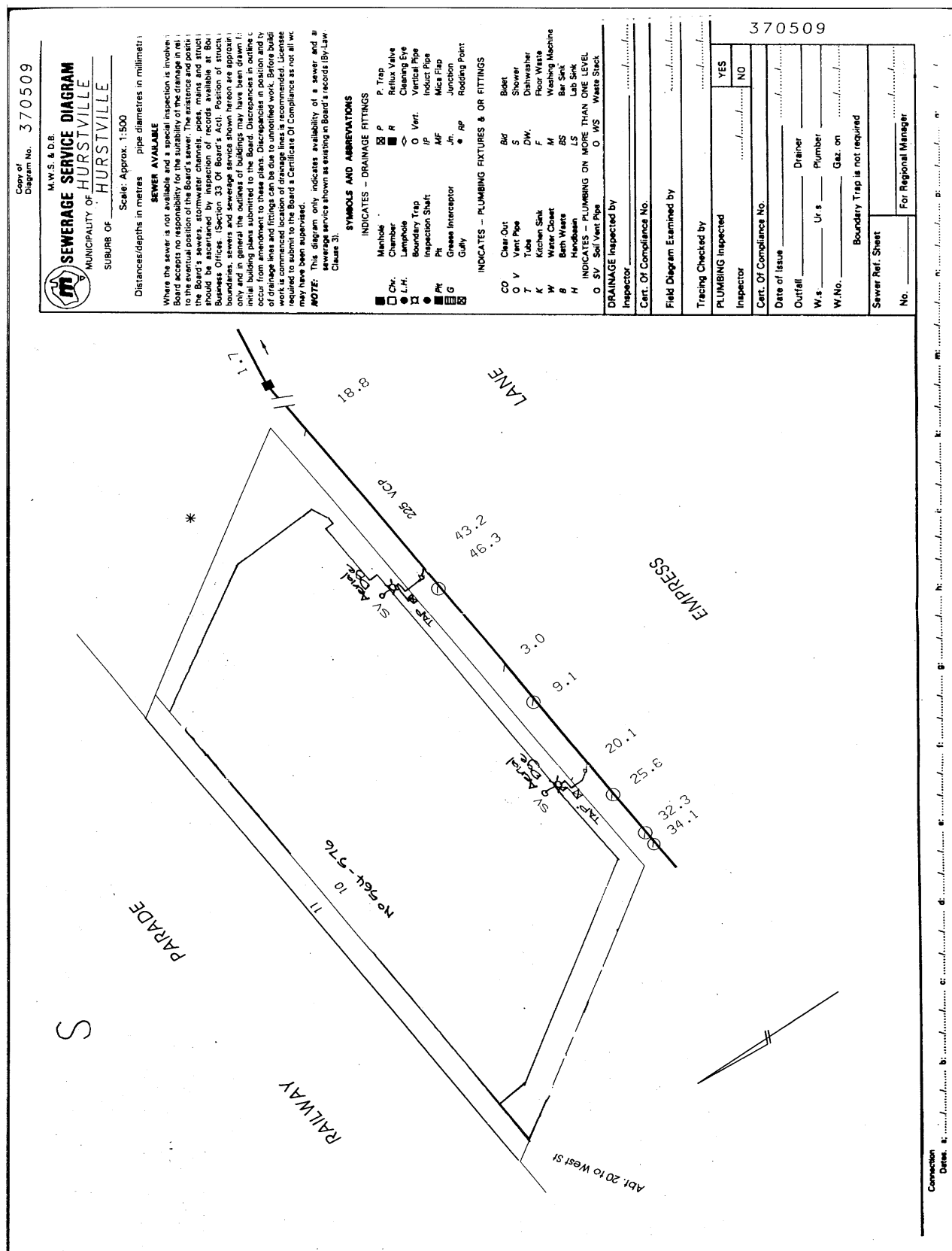
- Vicinity of a Heritage Item or Heritage Conservation Area
- State Heritage Item
- Stormwater drain
- Planning agreements
- Council studies, policies and plans

**Note: Please note that Council provides this information in good faith. Council does not accept any liability in respect of such advice. The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this planning certificate.**

Meryl Bishop  
**Director Environment and Planning**

## Sewer Service Diagram

Application Number: 8002705992



Document generated at 11-08-2023 11:00:28 AM

## Disclaimer

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



# 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	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;



- (iv) please provide details of insurance under the Home Building Act 1989.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations, notices and claims**

- 19. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

#### **Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

#### **Capacity**

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

#### **Requisitions and transfer**

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.