

95/10 Castlereagh Street

Liverpool NSW 2170

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 71644496	NSW DAN:
vendor's agent	Mcgrath Estate Agents - Liverpool 265 Macquarie St, Liverpool, NSW, 2170		Phone: 9824 1100 Fax: 9824 1120
co-agent			Ref:
vendor	SOTIRIOS KRITHINAKIS AND MARIA KRITHINAKIS 95/ 10 Castlereagh Street Liverpool NSW 2170		
vendor's solicitor	David Legal 3/ 43 Harris Street Fairfield NSW 2165 PO Box 376 Fairfield NSW 1860		Phone: 02 9728 5678 Fax: 02 9754 2988 Ref: 119194-6
date for completion	42 days after the contract date (clause 15)		Email: asmith@davidlegal.com.au
land	95/10-16 CASTLEREAGH ST LIVERPOOL NSW 2170 (Address, plan details and title reference)		
	LOT 95 IN STRATA PLAN 79253 95/SP79253		
	<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 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"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes
GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an **GSTRW payment** (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

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

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

All Suburbs Strata Management
PO box 142 Liverpool BC 1871

PH: 9600 7000

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

AUCTION – CONDITIONS OF SALE

The Property, Stock and Business Agents Regulations 2003

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (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 subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

ADDITIONAL PROVISIONS

33. The following alterations have been made to the printed form of Contract and shall be deemed incorporated herein as if such changes had been inscribed in the printed form:-

- (a) Provision 2.9 - delete "*if each party tells the deposit holder that the deposit is to be invested*" and substitute "*if the Vendor directs the deposit holder to invest*".
- (b) Provision 7.1.1 - is deleted.
- (c) Provision 7.2.1 - delete "10%" and substitute "1%".
- (d) Provision 10.1 - insert "or delay completion" after "terminate".
- (e) Provision 10.2 - insert "make a claim or requisition or" before "rescind".
- (f) Add Provision 10.4 - "10.4 for the purpose of this Provision 10 the Vendor discloses all the material appearing in the copy documents attached to this contract whether specified in the "List of Documents" or not and all material so appearing are deemed to have been disclosed in substance in this contract."
- (g) Provision 11 - delete "Normally" and substitute "Unless the details of any work order are disclosed prior to the date of this contract".
- (h) Provision 11.2 - insert "other than on account of the Purchaser's breach" after "terminated".
- (i) Provision 12.2 - is deleted.
- (j) Provision 13.8 - is deleted.
- (k) Provision 14.4.2 - is amended by deleting it entirely and replacing with: "by adjusting the actual land tax assessed for the subject property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional area basis." For the avoidance of doubt, Land Tax is payable and is to be adjusted on the actual amount assessed against the property irrespective of any other terms and conditions in this Contract.
- (l) Provision 16.7 - delete "cash (up to \$2,000.00) or".
- (m) Provision 16.8 - is deleted in its entirety.
- (n) Provision 16.12 - all the words after "NSW" to the end of the Provision are deleted.
- (o) Provision 16.13 - delete "that is not the completion address" and substitute "other than the place nominated by the Vendor".
- (p) Provision 19.2.3 - is deleted.
- (q) Provision 19.2.4 - the word "otherwise" is deleted.
- (r) Provision 23.9 - delete "1%" and insert instead "5%".

- (s) Provision 25.1.1 - the words "qualified, limited or" are deleted.
- (t) Provision 31.2.1 – delete "5 days" and substitute "2 days".
- (u) Provision 31.4 – delete "7 days" and substitute "3 days".

34. COMPLETION

- 34.1 If either party fails to complete this contract within the time specified in this contract then the other party may issue a notice to complete on that party requiring that party to complete this contract no later than fourteen (14) days from the service of such notice and may make time of the essence for completion at the end of the fourteen (14) days period. The said period of fourteen (14) days shall be deemed to be a proper and reasonable time; and
- 34.2 If the Vendor issues a Notice to Complete then the Purchaser must pay to the Vendor \$350.00 on completion as compensation for the additional legal expenses incurred by the Vendor for issuing the Notice.
- 34.3 If by reason of default by the Purchaser completion does not take place on or before the due date, the Purchaser will, in addition to the obligation to pay the balance of the purchase money, pay interest on the balance of the purchase money at the rate of ten percent (10%) per annum calculated daily and computed from the due date to the date of actual completion (inclusive). The Vendor's right to interest under this Provision is Provisional upon the Vendor being ready, willing and able to complete the sale on the due date. If the Vendor is not so ready, willing and able, the Vendor's right to interest will only commence upon the day on which the Vendor is ready, willing and able to complete the sale and provided that the Vendor has given at least 3 working day's prior notice of that fact to the Purchaser. This Provision does not affect any other rights of the Vendor. This is an essential Provision of this contract.

35. VENDOR REPRESENTATION

The property, together with appurtenances thereto is sold in its present state of repair and the Purchaser/s acknowledge that the property is purchased in its present state, order and Provision and that no warranties or representations made by or on behalf of the Vendor are relied on by the Purchaser/s who shall make no objection, requisition or claim for compensation in respect thereto nor call upon the Vendor to carry out any repairs whatsoever in relation to the said property.

36. AGENT

The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent referred to herein, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of the sale herein provided. This Provision shall not merge on completion hereof.

37. INCAPACITY OF PARTY

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this Provision not been included herein it is agreed that should either party, and if more than one then any one of them, prior to completion:

- 37.1 Die or become mentally ill, then the other party may rescind this Contract by notice in writing to that party's Solicitors and this Contract shall be at an end and the provisions of Provision 19 shall apply; or
- 37.2 Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolved to go into liquidation or have a Petition for its winding up presented or entered into any scheme or arrangement with its creditors, a liquidator, receiver or official manager appointed, then the other party may rescind the within Contract by notice in writing forwarded to that party's Solicitors and thereupon the within contract shall be at an end and the provisions of Provision 19 shall apply.

38. RELEASE OF DEPOSIT

The Purchaser authorises the deposit holder to release the deposit for the use by the vendor as payment of a deposit or stamp duty in the purchase of real estate by the vendor, solely or jointly with a related party, or the payment of any taxes and land tax. The released deposit shall be paid to the trust account of a real estate agent, solicitor or conveyancer, the ATO or other government department and not released further. No further authority or consent will be required from the Purchaser and this clause is sufficient for the deposit holder to release the deposit.

39. PURCHASER FINANCE

- 39.1 The Purchaser confirms and warrants to the Vendor that credit is not required to pay for the Property, the subject of this Contract.
- OR
- 39.2 The Purchaser confirms and warrants to the Vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the Property the subject of this Contract on terms, which are reasonable to the Purchaser.

40. FOREIGN TAKEOVERS ACT, 1975

- 40.1 The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the Foreign Acquisition & Take-Overs Act 1975 ("the Act"), it has obtained the Consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the Property.
- 40.2 The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty. This warranty and indemnity shall not merge on completion.

41. CORPORATE PURCHASER

In the event of the Purchaser being a Proprietary Company, this Contract shall be executed by the Purchaser Company and by the Directors of that Company who by their execution hereof shall personally both jointly and severally guarantee the performance of all the terms and Provisions of this Contract.

42. TITLE SUBJECT TO EXISTING SERVICES

The Purchaser takes title subject to the existing water, sewerage, gas and electric light installations and services, and no objection shall be taken and no requisition made by the Purchaser in respect of such installations and services if such rights or easements cannot be obtained or in respect of any defects in such installations and services or on the ground that any water or sewerage main or any underground or surface storm water drain or any gas or electric light installations and service pass through over or under the subject land or should a manhole or vent be on the subject land.

43. ELECTRICITY COMMISSION

The Vendor hereby discloses that the subject property may lay within an area which the Electricity Commission of N.S.W holds and Exploration Licence for oil and gas and the Purchaser is referred to the Petroleum Act, 1955, particularly, Section 47, 49 and 50.

44. ENCUMBRANCES

In respect of any encumbrances, mortgage or caveat appearing on the Register, the Purchaser shall not be entitled to have a discharge or withdrawal thereof registered prior to completion but the Vendor shall on completion provide to the Purchaser a proper discharge of any such encumbrance or mortgage or withdrawal of caveat in a registrable form and shall allow on completion such registration fee in respect thereof as the Land Titles Office may prescribe from time to time.

45. NO CAVEAT

The Purchaser shall not lodge, prior to completion, any Caveat or other instrument at the Land Titles Office in respect of the land for any lot in the Plan to protect his interest under and pursuant to this Contract.

46. ACCURACY OF DISCLOSED DOCUMENTS

The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this contract and the Purchaser cannot make any claim, objection or requisition or rescind or terminate in respect of any matter referred to or contained in any of the documents attached hereto.

47. ACKNOWLEDGMENT BY THE PURCHASER

47.1 Subject to the provisions of Section 52A of the Conveyancing Act 1919, as amended, the Purchaser acknowledges that in entering into this Contract the Purchaser has not relied on any conduct of or any statement, representation or warranty made or given by or on behalf of the Vendor other than:-

47.1.1 those set out in this Contract; and

47.1.2 such as arise under any statute or regulation.

47.2 This Contract constitutes the entire agreement as to the sale of the property hereby sold between the Vendor and the Purchaser.

48. SEVERABILITY

Unenforceability of a provision of this Contract does not affect the enforceability of any other provision.

49. REDUCED DEPOSIT

If at the request of the Purchaser and the Vendor's consent, the sale proceeds with a deposit of less than ten percent (10%) whilst the Purchaser continues to perform his duties pursuant to the Contract for Sale, the balance of the ten percent (10%) deposit will become payable immediately upon any default by the Purchaser and the Vendor's rights pursuant to Provision 9.1 hereof shall be to recover a deposit equivalent to ten percent (10%) of the purchase price.

50. DEPOSIT BOND

50.1 This Additional Provision only applies if the Vendor has in writing agreed to the Purchaser's request to pay the deposit by way of deposit Bond.

50.2 Subject to Additional Provisions **50.3** and **50.4** hereunder, the delivery of the Bond on or before the date of this Contract, to the person nominated in this Contract as the deposit holder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purpose of this Contract to be payment of the deposit in accordance with this Contract.

50.3 The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.

50.4 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the grantor of the Bond, the Purchaser shall forthwith pay the deposit (or so much of it as has not been paid) to the person nominated in this Contract as the deposit holder.

50.5 The Vendor acknowledges that payment by the grantor of the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under Additional Provision **50.3** above.

50.6 The Bond must have an expiry date which occurs after the Completion date. If the Bond has an expiry date which occurs before the Completion date, the Purchaser must no less than **two (2) months** before the expiry date of the Bond, replace the Bond with a replacement Bond which has an expiry date occurring after the Completion date or with a bank cheque equivalent to 10% deposit in favour of the deposit holder and deliver same to the Vendor.

50.7 In the event the Purchase fails to provide the replacement Bond pursuant to

Additional Provision 50.6, the Vendor shall be entitled to Vendor may terminate this Contract and immediately call on the Bond to satisfy the Purchaser's obligation to pay the deposit.

51. GOODS AND SERVICES TAX (GST)

51.1 In this Provision:-

- (a) "GST" means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of the goods or services and includes GST within the meaning of that abbreviation in the GST Act;
- (b) "GST Act" means A New Tax system (Goods and Services Tax) Act 1999 (GST Act) and any other GST related legislation and regulations under the legislation, as amended from time to time; and
- (c) Except for any defined terms in this contract, capitalised expressions have the same meaning as in the GST Act.

51.2 The property is sold as Residential Premises to be used predominantly for residential accommodation (not being Commercial Residential Premises or New Residential Premises).

51.3 The Purchaser warrants that the Purchaser will use and continue to use the property as Residential Premises predominantly for residential accommodation (and not as Commercial Residential Premises).

51.4 If the Purchaser ceases to use the property as Residential Premises predominantly for residential accommodation (and not as Commercial Residential Premises) and GST becomes payable in respect of the sale to the Purchaser, the Purchaser must pay to the Vendor on demand an amount equal to 1/10th of the purchase price, as damages.

51.5 This Provision does not merge on completion.

52. CONFLICT BETWEEN PROVISIONS

In the event of any inconsistencies between these additional provisions and the provisions of the Provisions of this Contract, these additional provisions will prevail to the extent of such inconsistency.

53. SETTLEMENT FEE

It is agreed between the parties that should completion of this matter not be affected in accordance with the contract, for each completion date made by the Purchaser and cancelled, through no fault of the Vendor, the sum of \$65.00 plus GST is to be paid, at completion, by the Purchaser to the Vendor's solicitors.

54. BUILDING CERTIFICATE

The Purchaser should not be entitled to make or take any objection or claim for compensation in regard to the absence of any approval or arising out of or in connection

with any inability or refusal on the part of the relevant Council to issue a Building Certificate under Section 149D of the Environmental Planning and Assessment Act, 1979 in relation to the improvements existing on the property of the issue of any such Building Certificate subject to Provisions or exceptions. This Contract is in no way provisional upon the issue of a said Certificate.

55. SIMULTANEOUS SETTLEMENT

Notwithstanding anything herein to the contrary if the Vendor is purchasing another property and settlement of that purchase is to be effected simultaneously with the settlement of this agreement then the Vendor will at his option be entitled to remain in possession of the property for up to 24 hours of settlement and if he so elects the Vendor's solicitor or agent shall retain the sum of \$1,000.00 in trust pending the Vendor vacating the property and leaving it in a Provision that is in accordance with the contract. If the Purchaser or his solicitor raise no objection regarding vacant possession of the Provision of the premises within 3 business days of the date of settlement time being of the essence in this respect then the Vendor's solicitor or agent as the case may be shall be entitled to account to the Vendor for the retained sum and the Purchaser shall be entitled to account to the Vendor for the retained sum and the Purchaser shall not be entitled to subsequently raise any objection or requisition or claim for compensation.

56. SUBJECT TO EXISTING TENANCIES

If the property is currently subject to tenancy, the Vendor will not be responsible if the tenant vacates before settlement. The Purchaser must make their own enquiries and satisfy themselves in relation to tenants.

57. COVID-19 (CORONAVIRUS)

57.1 For the benefit of both parties, should either party:

- 57.1.1 contract the Covid-19 virus;
- 57.1.2 be placed in isolation in the property;
- 57.1.3 be directed to self-isolate in the property;
- 57.1.4 or be hospitalized due to Covid-19 virus; or
- 57.1.5 need to care for an immediate member of their household or family in the property who is directly affected by matters (57.1.1)-(57.1.3) above

then the parties agree that the following provisions shall apply:

- A. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- B. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.

- C. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- D. If the vendor is the party seeking the benefits of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- E. It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.



FOLIO: 95/SP79253

SEARCH DATE	TIME	EDITION NO	DATE
20/8/2020	12:09 PM	6	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 95 IN STRATA PLAN 79253
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

SOTIRIOS KRITHINAKIS
MARIA KRITHINAKIS
AS JOINT TENANTS (T AG372053)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79253
- 2 * SP79253 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 * SP79253 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 AJ561400 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP79253

SEARCH DATE	TIME	EDITION NO	DATE
20/8/2020	12:09 PM	8	9/12/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79253
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP79253

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79253
ADDRESS FOR SERVICE OF DOCUMENTS:
ALL SUBURBS STRATA MANAGEMENT PTY LTD
PO BOX 142
LIVERPOOL BC 1871

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING THE LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES BY THE CROWN GRANT
- 3 . DP1111242 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1111242
- 4 . DP1111242 RESTRICTION(S) ON THE USE OF LAND
- 5 SP79253 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 6 SP79253 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 7 . AN378499 INITIAL PERIOD EXPIRED
- 8 . AP746609 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 79253

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 902	2	- 902	3	- 1082	4	- 932
5	- 782	6	- 917	7	- 1082	8	- 962
9	- 932	10	- 1112	11	- 932	12	- 932
13	- 932	14	- 932	15	- 1112	16	- 977
17	- 947	18	- 1127	19	- 947	20	- 1127

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79253

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 79253

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	- 992	22	- 962	23	- 1142	24	- 977
25	- 977	26	- 977	27	- 962	28	- 1142
29	- 1022	30	- 992	31	- 1157	32	- 992
33	- 1202	34	- 1172	35	- 1007	36	- 1007
37	- 1007	38	- 992	39	- 1172	40	- 1187
41	- 1022	42	- 1187	43	- 1202	44	- 1187
45	- 1202	46	- 1202	47	- 992	48	- 992
49	- 992	50	- 992	51	- 902	52	- 902
53	- 1082	54	- 932	55	- 782	56	- 917
57	- 1082	58	- 962	59	- 932	60	- 1112
61	- 932	62	- 932	63	- 932	64	- 932
65	- 1112	66	- 977	67	- 947	68	- 1127
69	- 947	70	- 1127	71	- 992	72	- 977
73	- 1142	74	- 977	75	- 977	76	- 977
77	- 962	78	- 1142	79	- 1022	80	- 992
81	- 1157	82	- 992	83	- 1202	84	- 1172
85	- 1008	86	- 1008	87	- 1008	88	- 993
89	- 1203	90	- 1188	91	- 1023	92	- 1218
93	- 1203	94	- 1188	95	- 1203	96	- 1234
97	- 30	98	- 30	99	- 30	100	- 30
101	- 30	102	- 30	103	- 30	104	- 30
105	- 30	106	- 30	107	- 30	108	- 30
109	- 30	110	- 30	111	- 30	112	- 30
113	- 30	114	- 30	115	- 30	116	- 30
117	- 30	118	- 30	119	- 30		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

119194-6

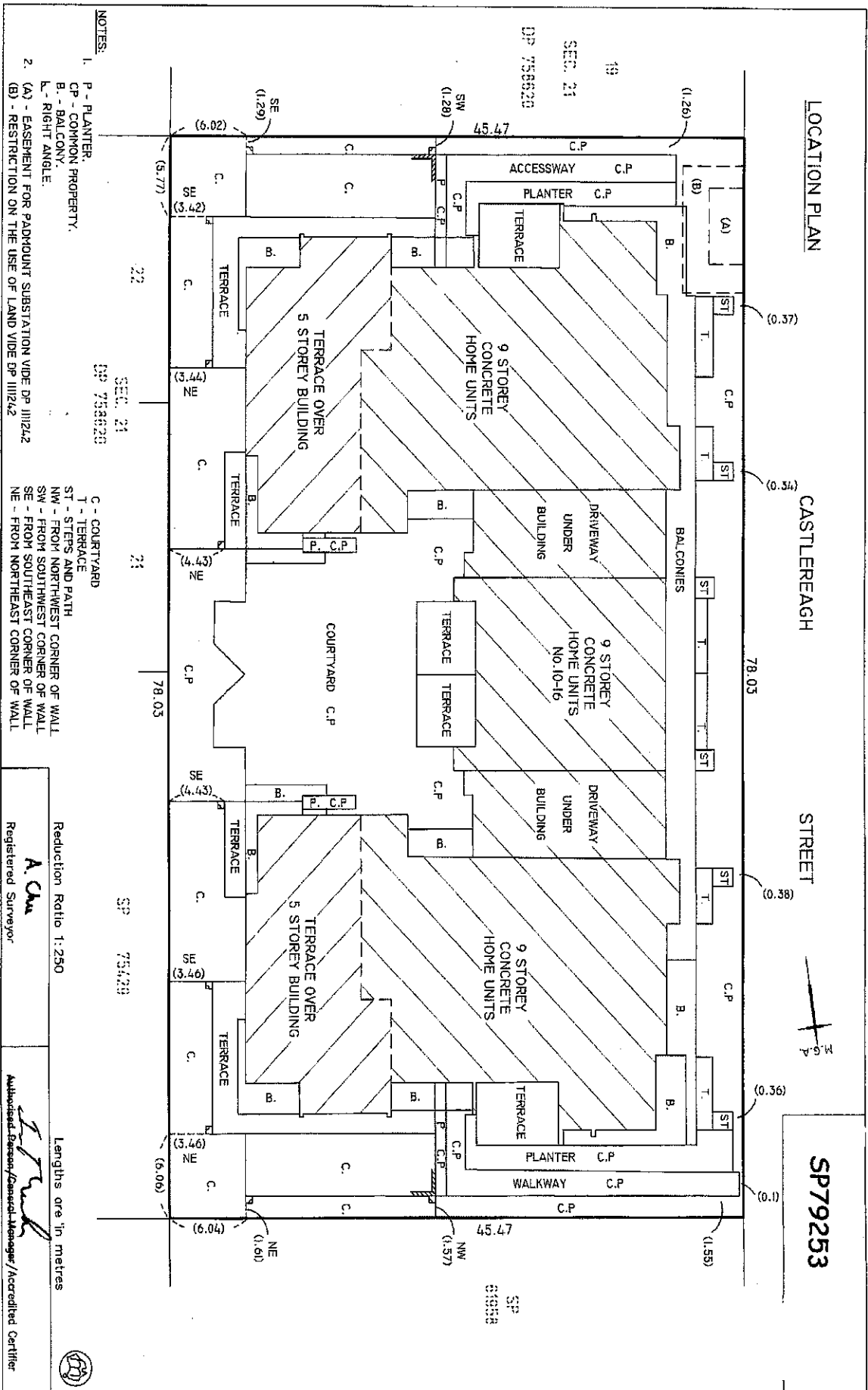
PRINTED ON 20/8/2020

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

STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 15 Sheets



- NOTES:
1. P - PLANTER.
 CP - COMMON PROPERTY.
 B. - BALCONY.
 L. - RIGHT ANGLE.
 2. (A) - EASEMENT FOR PADMOUNT SUBSTATION VIDE DP III242
 (B) - RESTRICTION ON THE USE OF LAND VIDE DP III242

- C - COURTYARD
 T - TERRACE
 ST - STEPS AND PATH
 NW - FROM NORTHWEST CORNER OF WALL
 SE - FROM SOUTHWEST CORNER OF WALL
 NE - FROM NORTHEAST CORNER OF WALL

Reduction Ratio 1:250
 Registered Surveyor
A. Chu
 SURVEYOR'S REFERENCE: S-19893X (19187)
 Lengths are in metres
 Authorised Person/General-Manager/Accredited Certifier



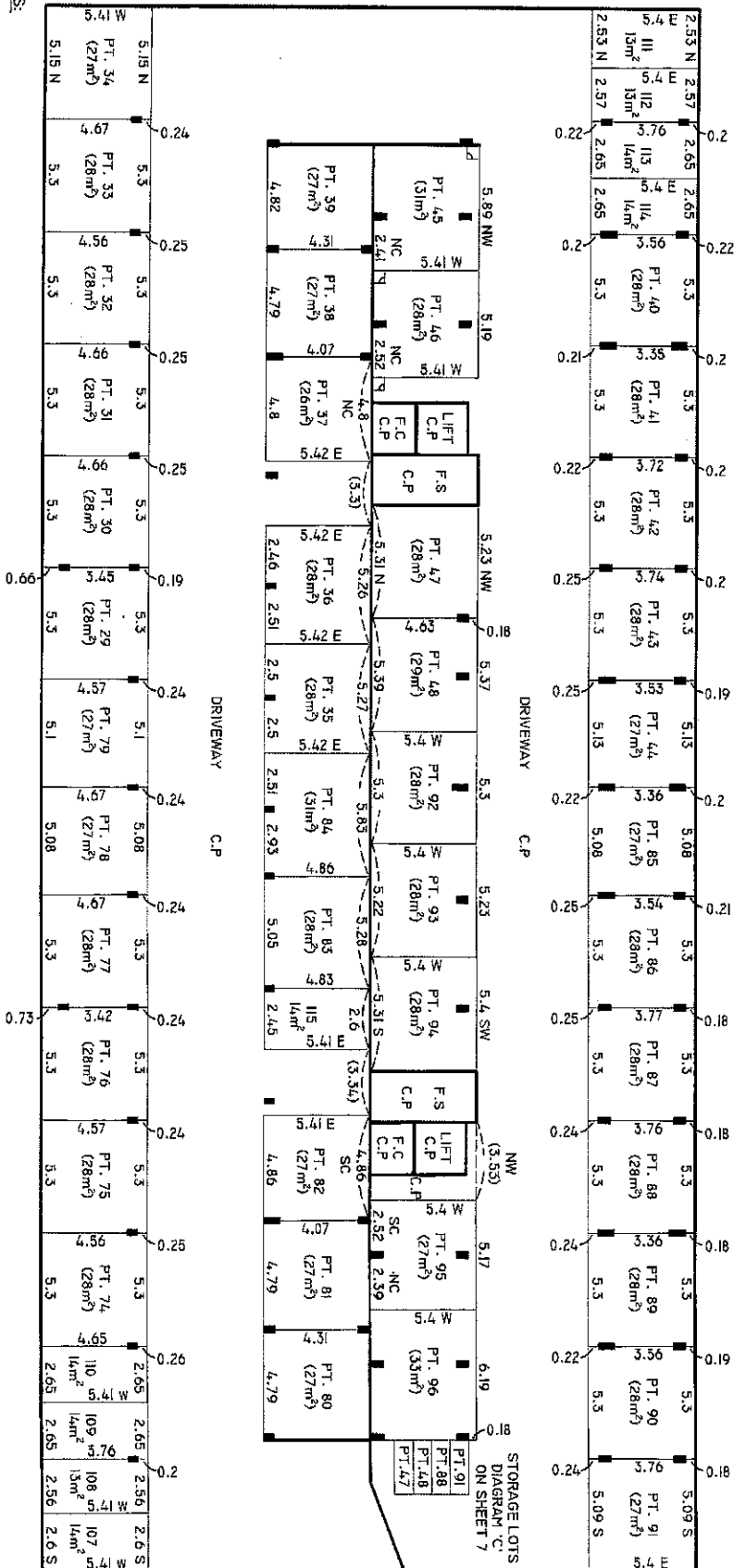
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 15 Sheets

BASEMENT 2

SP79253



- NOTES:
1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
 2. C.P. - COMMON PROPERTY
 F.S. - FIRE STAIRS
 F.C. - FIRE CONTROL ROOM
 L.F.T. - FROM CORNER OF COLUMN
 M. - FROM CENTRE OF COLUMN
 - N - FROM NORTH FACE OF WALL
 S - FROM SOUTH FACE OF WALL
 E - FROM EAST FACE OF WALL
 W - FROM WEST FACE OF WALL
 NW - FROM NORTHWEST CORNER OF WALL
 SW - FROM SOUTHWEST CORNER OF WALL
 SC - FROM SOUTH FACE OF COLUMN
 L - RIGHT ANGLE

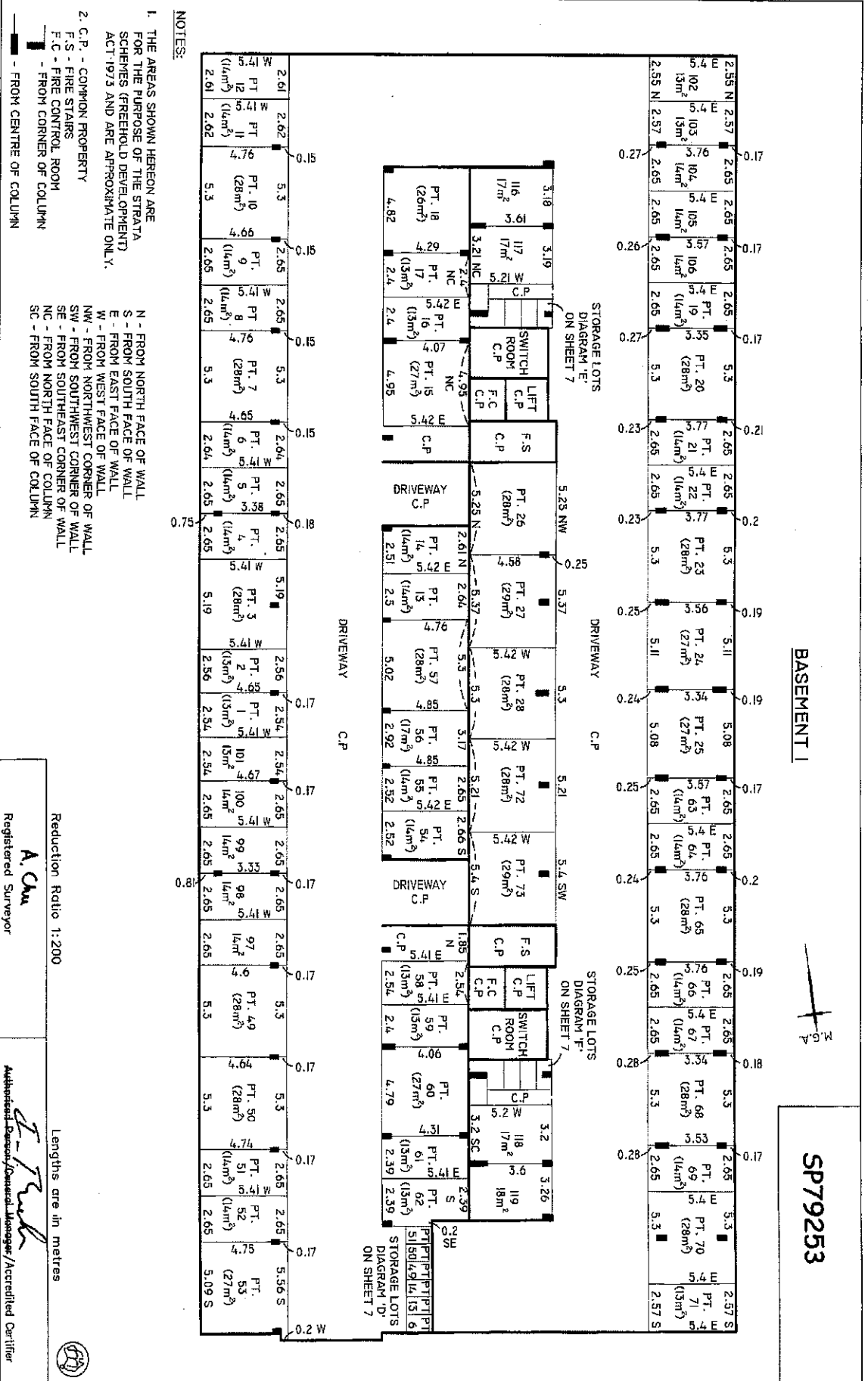
Reduction Ratio 1:200
 Registered Surveyor
A. Cam
 SURVEYOR'S REFERENCE: S-19893X (19187)
 Authorised Person/General Manager/Accredited Certifier
I. J. ...



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 4 of 15 Sheets



NOTES:

- THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT ACT 1973 AND ARE APPROXIMATE ONLY.
- C.P. - COMMON PROPERTY
- F.S. - FIRE STAIRS
- F.C. - FIRE CONTROL ROOM
- FROM CORNER OF COLUMN
- FROM CENTRE OF COLUMN

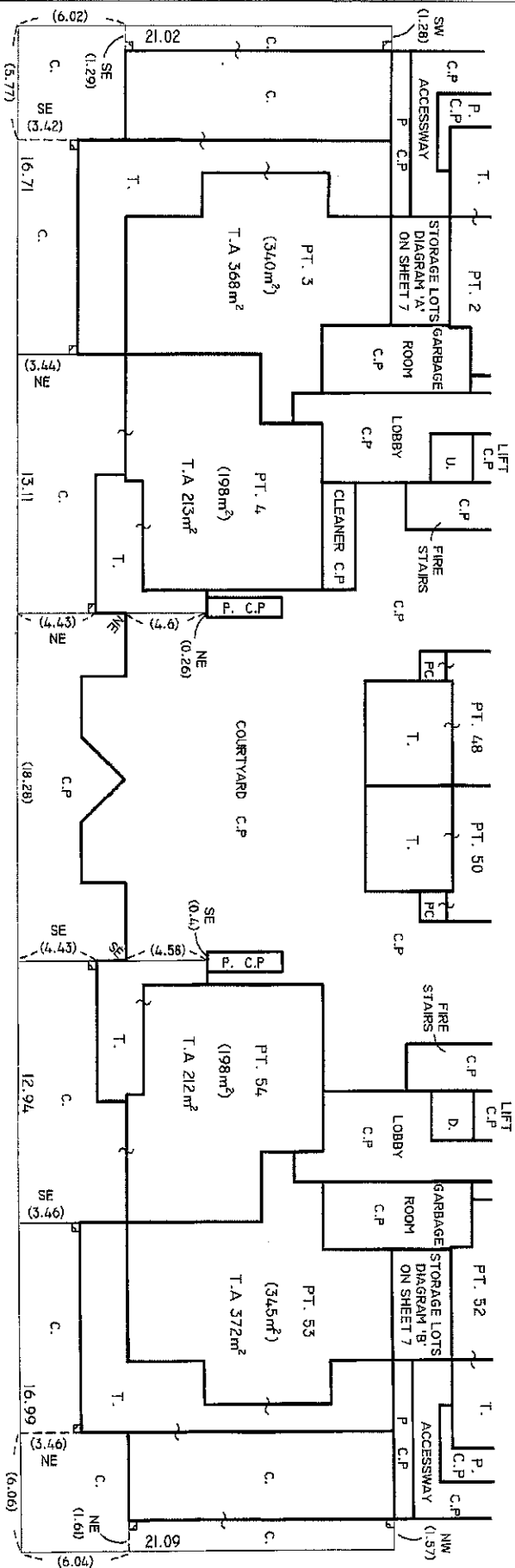
- N - FROM NORTH FACE OF WALL
- S - FROM SOUTH FACE OF WALL
- E - FROM EAST FACE OF WALL
- W - FROM WEST FACE OF WALL
- NW - FROM NORTHWEST CORNER OF WALL
- SE - FROM SOUTHEAST CORNER OF WALL
- NC - FROM NORTH FACE OF COLUMN
- SC - FROM SOUTH FACE OF COLUMN

Reduction Ratio 1:200
 Registered Surveyor
A. Cam
 Lengths are in metres
 Authorised Deponent/Deputy Manager/Accredited Certifier
I. Rank
 SURVEYOR'S REFERENCE: S-19893X (19187)



GROUND FLOOR PLAN (EAST)

CONTINUED ON SHEET 6



- NOTES:**
1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (GREENFIELD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
 2. TERRACES AND PORCHES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED. COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 METRES EXCEPT WHERE COVERED AND IN DEPTH TO 2 METRES BELOW THEIR RESPECTIVE 'UNIT'S' GROUND FLOOR EXCEPT WHERE THERE IS A CONCRETE FLOOR AND OR BASEMENT ROOF SLAB. ANY TILING OR PAVING AFFIXED TO THE CONCRETE COURTYARD FLOOR FORM PART OF THE LOT AND NOT COMMON PROPERTY.
 3. C.P. - COMMON PROPERTY.
 T.A. - TOTAL AREA.
 T. - TERRACE.
 C. - COURTYARD.
 P. - PLANTER.
 D. - DUCT (COMMON PROPERTY)
 U. - SERVICES (COMMON PROPERTY)
 PC - PORCH
 NW - FROM NORTHWEST CORNER OF WALL
 SW - FROM SOUTHWEST CORNER OF WALL
 SE - FROM SOUTHEAST CORNER OF WALL
 NE - FROM NORTHEAST CORNER OF WALL
 R. - RIGHT ANGLE

Reduction Ratio 1:200
 Registered Surveyor **A. Cam**
 Lengths are in metres
 SURVEYOR'S REFERENCE: S-19893X (19187)



SP79253

STRATA PLAN FORM 2

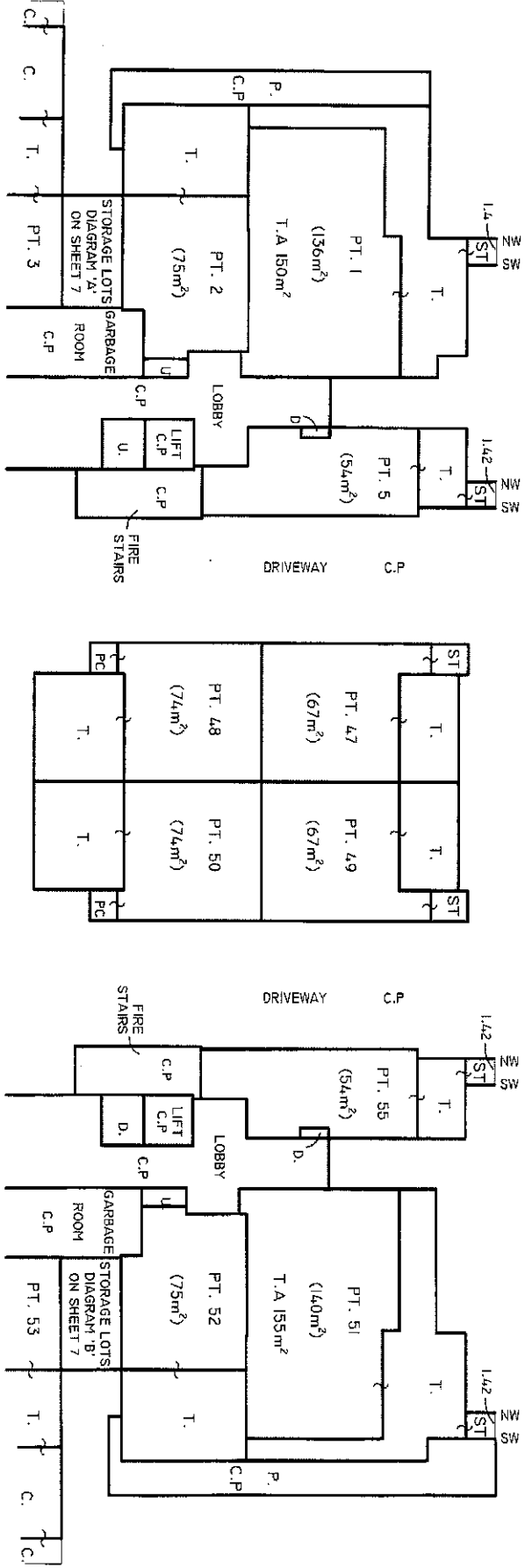
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 15 Sheets

GROUND FLOOR PLAN (WEST)



SP79253



CONTINUED ON SHEET 5

NOTES:

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
2. TERRACES AND PORCHES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED. COURTYARDS, STEPS AND PATHS ARE LIMITED IN HEIGHT TO 2.5 METRES EXCEPT WHERE COVERED AND IN DEPTH TO 2 METRES BELOW THEIR RESPECTIVE UNITS' GROUND FLOOR EXCEPT WHERE THERE IS A CONCRETE FLOOR AND OR BASEMENT ROOF SLAB. ANY TILING OR PAVING AFFIXED TO THE CONCRETE COURTYARD FLOOR FORM PART OF THE LOT AND NOT COMMON PROPERTY.
5. C.P. - COMMON PROPERTY.
 T.A. - TOTAL AREA.
 T. - TERRACE.
 P. - PLANTER.
 D - DUCT (COMMON PROPERTY)
 U - SERVICES (COMMON PROPERTY)
 PC - PORCH
 ST - STEPS AND PATH
 C - COURTYARD
 NW - FROM NORTHWEST CORNER OF WALL
 SW - FROM SOUTHWEST CORNER OF WALL

Reduction Ratio 1:200

Lengths are in metres

A. Chu
 Registered Surveyor

Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: S-19893X (19187)



STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 15 Sheets

STORAGE LOT DIAGRAMS

SP79253

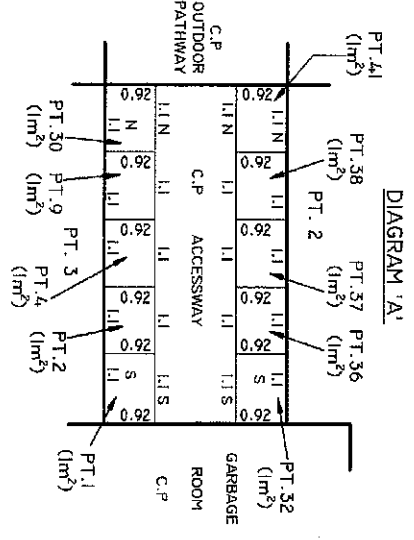


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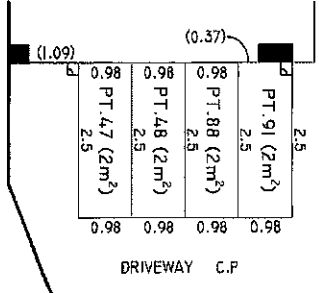


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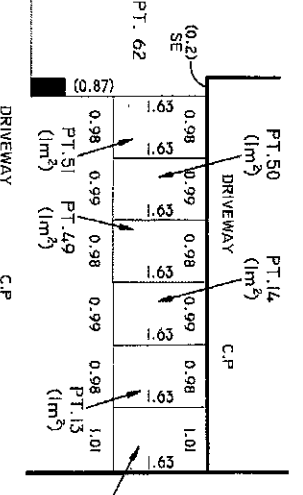


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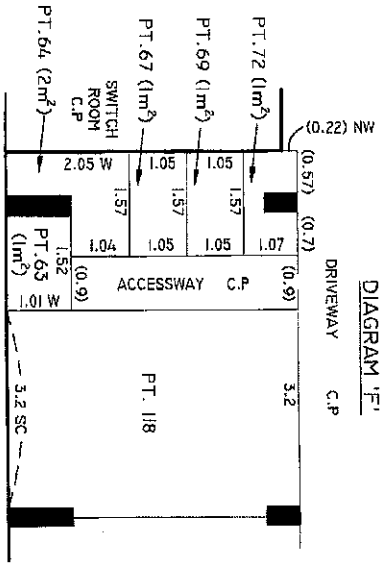


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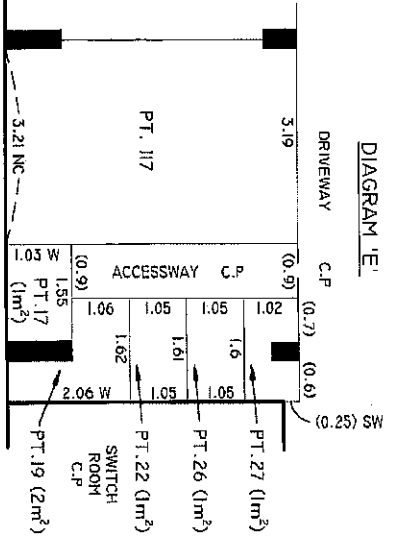


DIAGRAM 'E'

- NOTES:
- THE AREAS SHOWN HEREIN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT ACT 1973 AND ARE APPROXIMATE ONLY.
 - C.P. - COMMON PROPERTY
 - FROM CORNER OF COLUMN
 - FROM CENTRE OF COLUMN
 - N - FROM NORTH FACE OF WALL.
 - S - FROM SOUTH FACE OF WALL.
 - W - FROM WEST FACE OF WALL.
 - NW - FROM NORTHWEST CORNER OF WALL.
 - SW - FROM SOUTHWEST CORNER OF WALL.
 - SE - FROM SOUTHEAST CORNER OF WALL.
 - NE - FROM NORTHEAST CORNER OF WALL.
 - NC - FROM NORTH FACE OF COLUMN.
 - SC - FROM SOUTH FACE OF COLUMN.
 - R - RIGHT ANGLE.

Reduction Ratio 1:75
 Registered Surveyor **A. Cam**
 Authenticated/Registered/Competent/Manager/Accredited Certifier
 Lengths are in metres

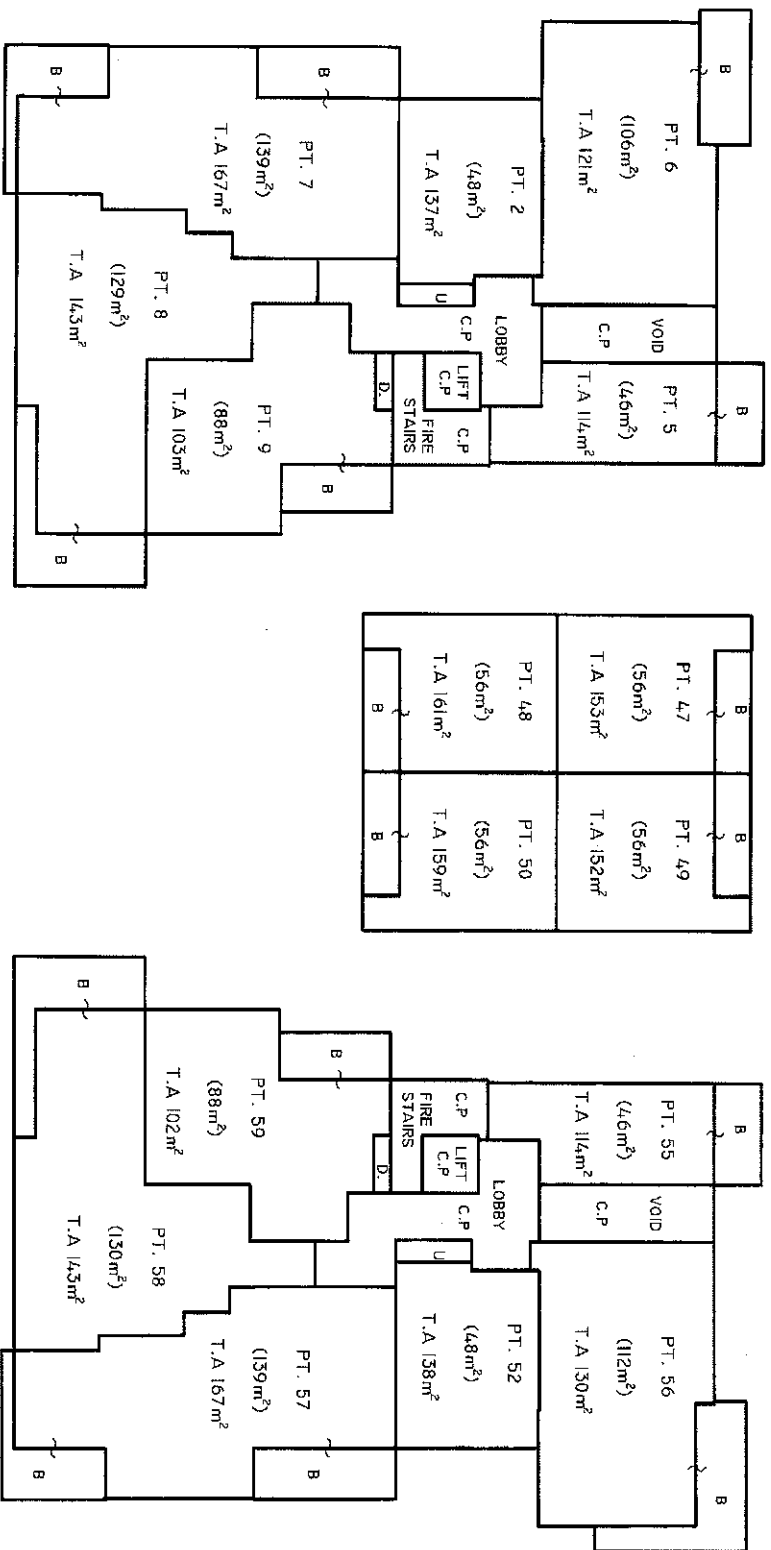
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 15 Sheets

LEVEL 1 FLOOR PLAN



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

Reduction Ratio 1:200
 A. CAW Registered Surveyor
 Lengths are in metres
 SURVEYOR'S REFERENCE: S-19893X (19187)



STRATA PLAN FORM 2

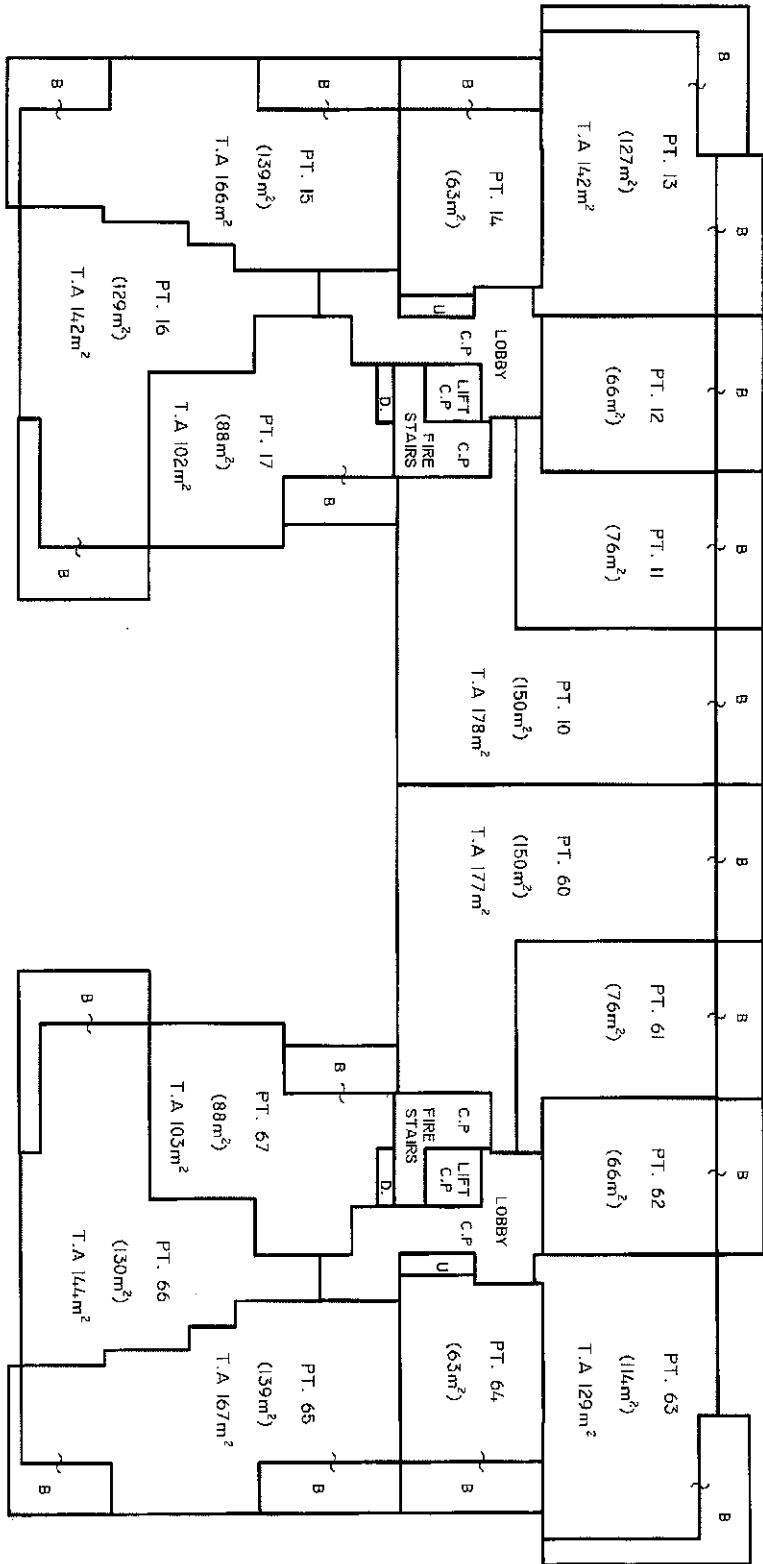
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Sheet No. 9 of 15 Sheets

LEVEL 2 FLOOR PLAN



SP79253



NOTES:

- THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEMOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
- THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
- C.P. - COMMON PROPERTY.
 T.A. - TOTAL AREA.
 B - BALCONY.
 D - DUCT (COMMON PROPERTY)
 U - SERVICES (COMMON PROPERTY)

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor **A. Chu**
 Authorised Person/General Manager/Accredited Controller

SURVEYOR'S REFERENCE: S-19893X (19187)

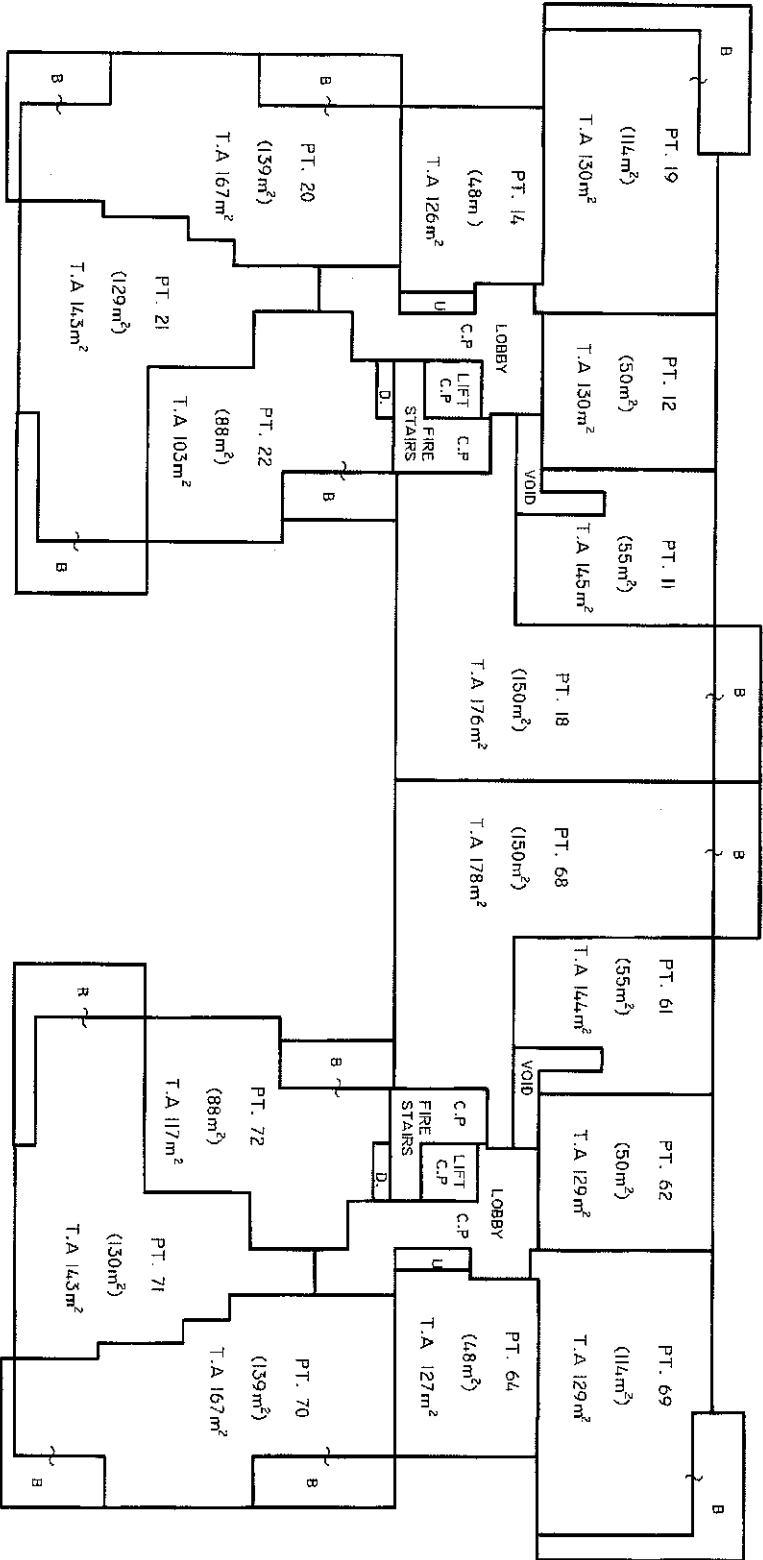


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 15 Sheets

LEVEL 3 FLOOR PLAN



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

Reduction Ratio 1:200
 Lengths are in metres
 Registered Surveyor **A. Chu**
 Attached Person/Control-Manager/Accredited Certifier **E. Park**
 SURVEYOR'S REFERENCE: S-19893X (19187)



STRATA PLAN FORM 2

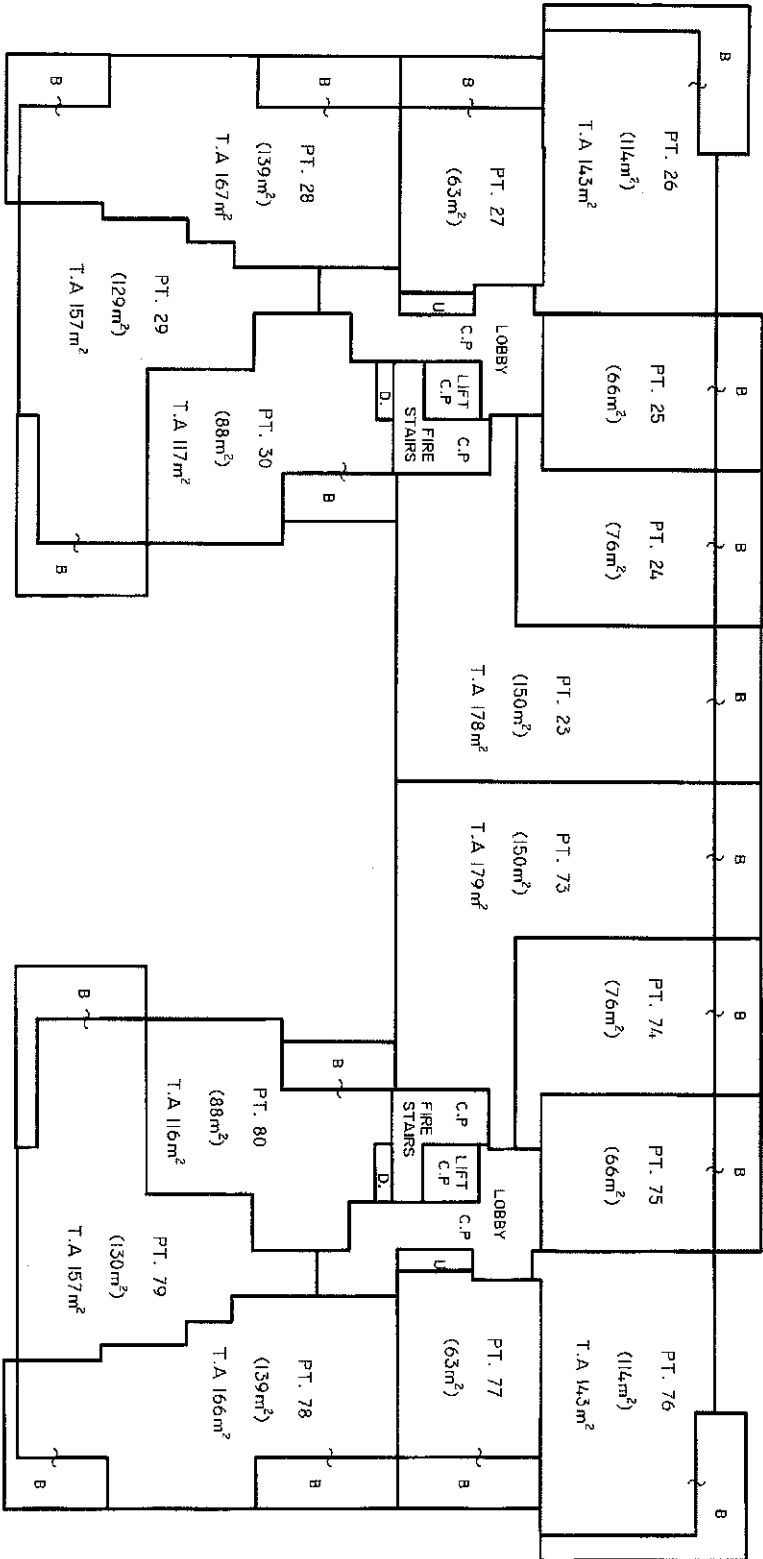
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Sheet No. 11 of 15 Sheets

LEVEL 4 FLOOR PLAN



SP79253



NOTES:

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

Reduction Ratio 1:200

Lengths are in metres



A. Chau
 Registered Surveyor

I. Paul
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: S-19893X (19187)

STRATA PLAN FORM 2

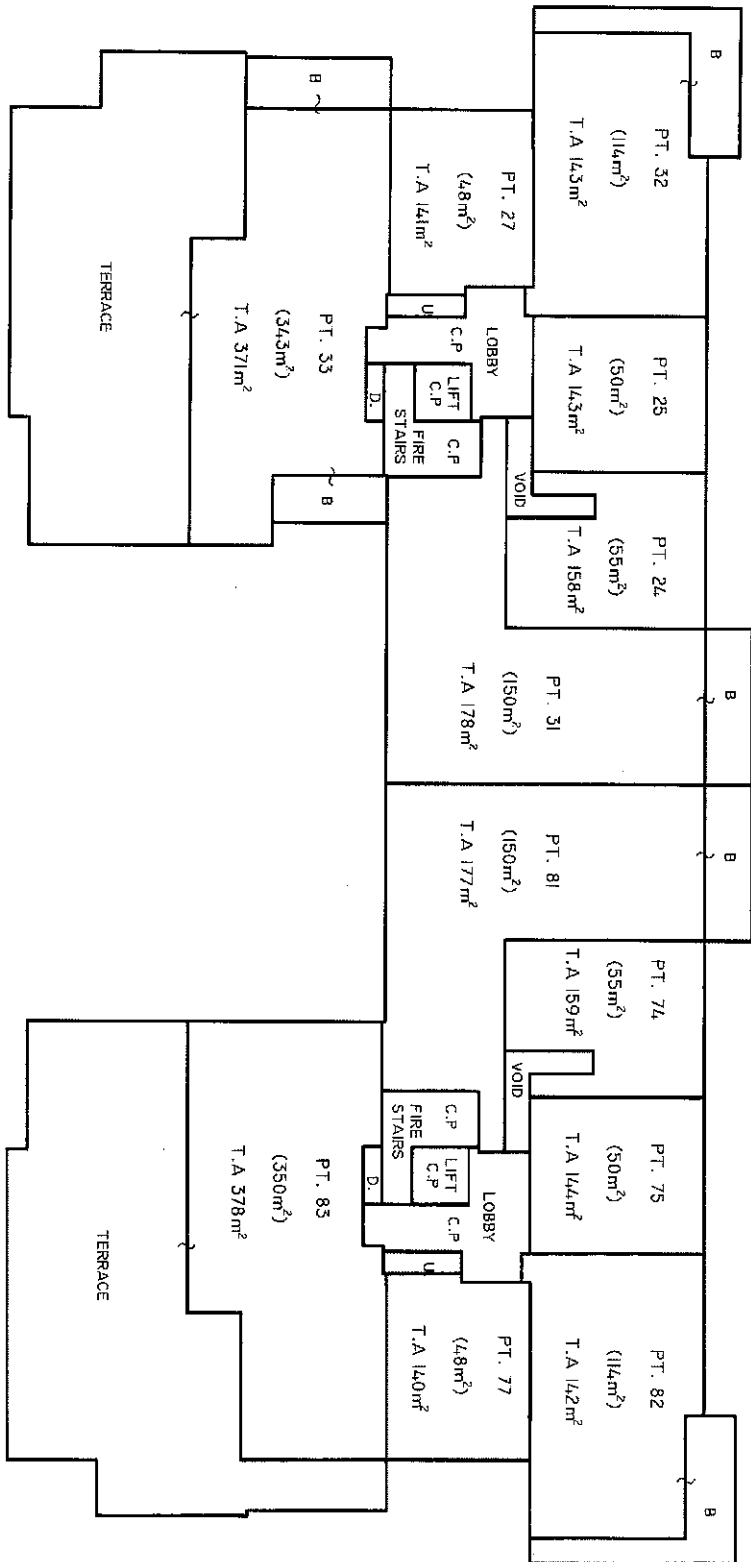
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Sheet No. 12 of 15 Sheets

LEVEL 5 FLOOR PLAN



SP79253



NOTES:

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

Reduction Ratio 1:200

Lengths are in metres



A. Chu
 Registered Surveyor

[Signature]
 Authorised Signatory/General Manager/Accredited Certifier

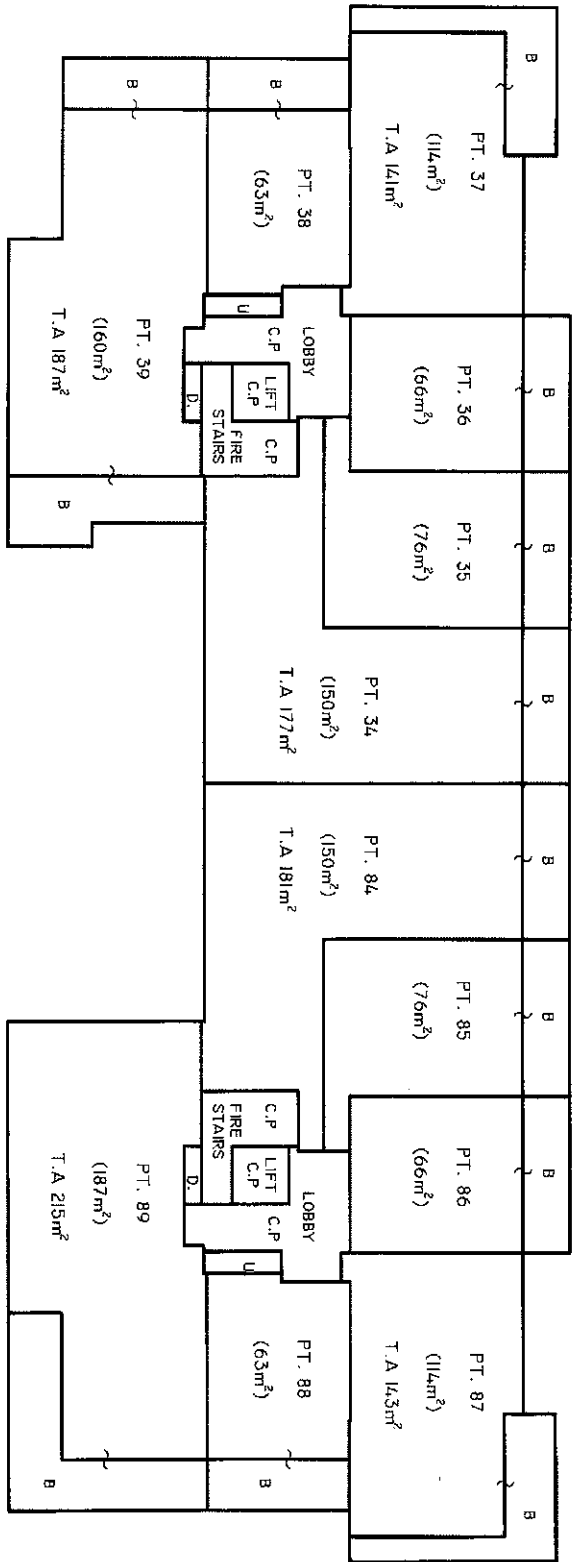
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 15 Sheets

LEVEL 6 FLOOR PLAN



SP79253

NOTES:

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

Reduction Ratio 1:200

Lengths are in metres

A. Chau
 Registered Surveyor
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: S-19893X (79187)

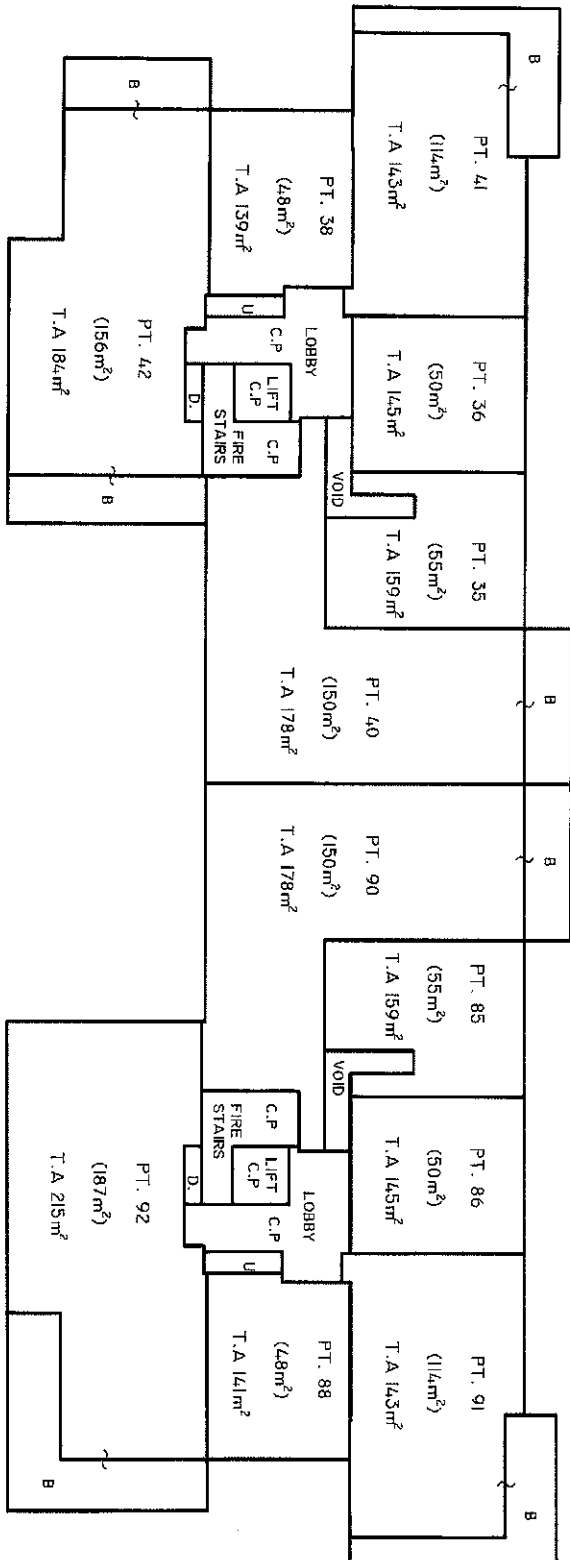


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 15 Sheets

LEVEL 7 FLOOR PLAN



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

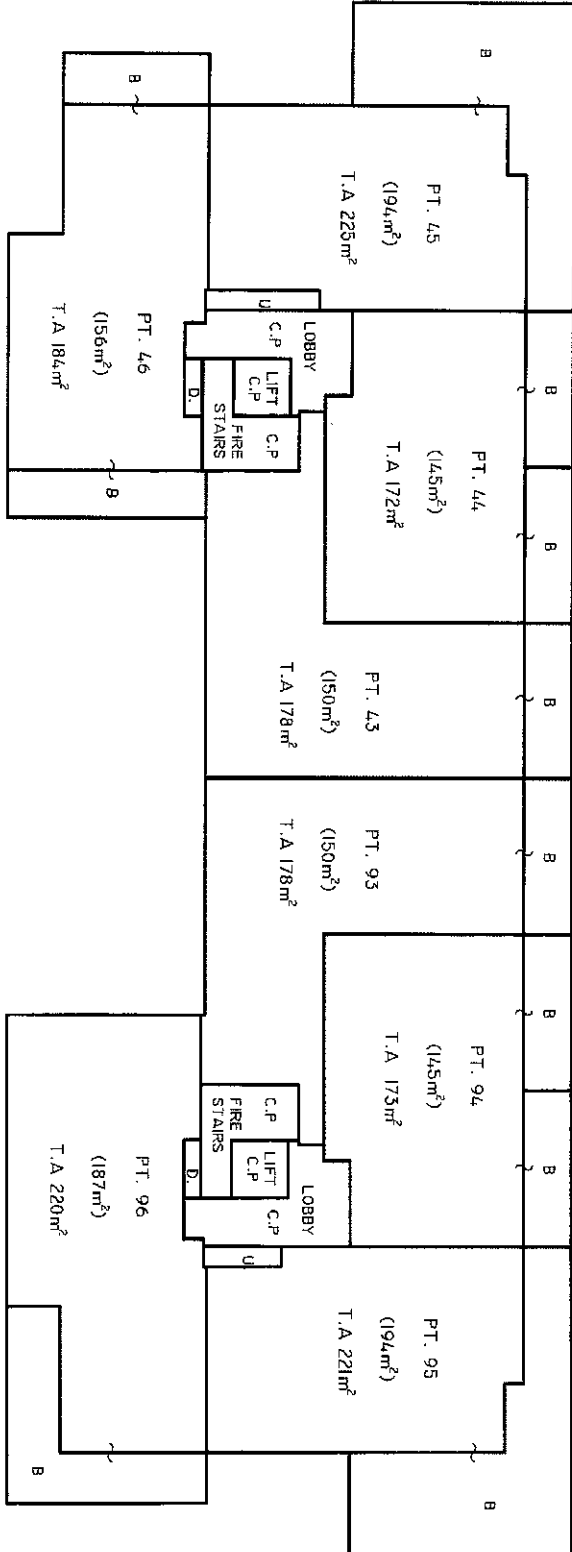
Reduction Ratio 1:200
 Registered Surveyor
A. Chu

Lengths are in metres
 Authorised Person/General Manager/Accredited Certifier
T. P. Rankin

SURVEYOR'S REFERENCE: S-19893X (19187)



LEVEL 8 FLOOR PLAN



NOTES:

- THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
- THE BALCONIES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

- C.P. - COMMON PROPERTY.
 T.A. - TOTAL AREA.
 B - BALCONY.
 D - DUCT (COMMON PROPERTY)
 U - SERVICES (COMMON PROPERTY)

Reduction Ratio: 1:200

Lengths are in metres

A. Cam
 Registered Surveyor

[Signature]
 Authorised Person/Qualified Measurer/Accredited Certifier

SURVEYOR'S REFERENCE: S-19893X (19187)



Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.

(Sheet 1 of 4 Sheets)

SP79253

Plan of Subdivision of Lot 151
DP 1080306 covered by
Strata Certificate No.17/SC28/07

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

**State Castle Pty Limited
ACN 117 477 862
11 O'Keefes Lane
KOGARAH NSW 2217**

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Lot Burdened(s) or parcel(s):	Lot Benefited(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land	Lots 1 to 96 inclusive and common property	Every other Lot
2	Restriction on the use of land	Lots 1 to 96 inclusive and common property	Every other Lot

SIGNED FOR AND ON BEHALF OF
CAPITAL FINANCE AUSTRALIA LIMITED



Liam Dong Zhou

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.

(Sheet 2 of 4 Sheets)

Plan:

SP79253

Plan of Subdivision of Lot 151
DP 1080306 covered by
Strata Certificate No.17/SC28/07

PART 2 (TERMS)
Interpretation

In this instrument, unless a contrary intention appears:

Authority means Liverpool City Council.

Benefited Owner means the owner for the time being of the Lot Benefited, its respective successors, transferees, assigns and all persons authorised by it, any person who is entitled to an estate or interest in the Lot Benefited and includes an Owners Corporation if the Lot Benefited is converted to strata title.

Building means 10-16 Castlereagh Street, Liverpool.

Burdened Owner means the owner for the time being of the Lot Burdened, its respective successors, transferees, assigns and any person authorised by it, any person who is entitled to an estate or interest in the Lot Burdened and includes an Owners Corporation if the Lot Burdened is converted to strata title.

Easement Site means the site of the relevant easement shown so burdened on the Plan.

Lot Benefited includes each and every part of the Lot Benefited shown so designated on the Plan and any part of it with which the right is capable of enjoyment.

Lot Burdened includes each and every part of the Lot Burdened shown so designated on the Plan any part of it with which the right is capable of enjoyment.

Owners Corporation means an owners corporation under the Strata Schemes Management Act 1996 created on the strata subdivision of any lot.

If any legislation referred to in this instrument is repealed or amended in any manner so as to affect the obligations of the Owners (or the Owners Corporation) under that legislation, then for the purposes of this instrument, the legislation must be treated as not having been repealed or amended.

SIGNED FOR AND ON BEHALF OF
CAPITAL FINANCE AUSTRALIA LIMITED



Liam Dong Zhou

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.

(Sheet 3 of 4 Sheets)

Plan:

SP79253

Plan of Subdivision of Lot 151
DP 1080306 covered by
Strata Certificate No.17/SC28/07

1. Terms of easement, profit of prendre, restriction, or positive covenant numbered 1 on the Plan

Any single or multiple car spaces forming part of the Lot Burdened must at all times remain as open car spaces and shall not be partitioned or caged.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered 1 on the plan.

Liverpool City Council

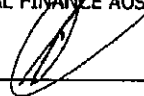
2. Terms of easement, profit of prendre, restriction, or positive covenant numbered 2 on the Plan

The Burdened Owner must not place any split system or wall mounted air conditioners on any balcony area of the Lot Burdened or external facade of the building and common property.

Name of person empowered to release, vary or modify the easement, restriction or positive covenant numbered on the plan.

Liverpool City Council

SIGNED FOR AND ON BEHALF OF
CAPITAL FINANCE AUSTRALIA LIMITED



Lian Dong Zhou

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.

(Sheet 4 of 4 Sheets)

Plan

SP79253

Plan of Subdivision of Lot 151
DP 1080306 covered by
Strata Certificate No.17/SC28/07

EXECUTED BY STATE CASTLE PTY LIMITED
ACN 117 477 862
BY ITS SOLE DIRECTOR & SECRETARY
WHOSE NAME AND SIGNATURE
APPEARS OPPOSITE

Liandong Zhou
.....
Signature

.....
Liandong Zhou
Sole Director/Secretary

EXECUTED ON BEHALF OF
CAPITAL FINANCE AUSTRALIA LIMITED
ACN 069 663 136 by its attorney under
power of attorney registered Book 4228 4475
No 968 in the presence of:

[Signature]
.....
Signature of attorney

BRETT LENNANE

.....
Print name of attorney

MARK CORBETT

M. Calderwood
.....
Signature of Witness

MARTIN CALDERWOOD
.....
Print name

1/11, 50 CARRINGTON ST, STONE
.....
Print address

Book: 4475
No: 47

SIGNED FOR AND ON BEHALF OF
CAPITAL FINANCE AUSTRALIA LIMITED

REGISTERED



26.9.2007

PLAN FORM 2

SIGNATURE AND SEALS ONLY
 Checked by Steve Coady PLY 210
 (Plan 23 (174222 803) being signed by
 Steve Coady, a registered professional surveyor
 sign of the company
 Lian Doung Zhou
 STATE DIRECTOR / SECRETARY
 STATE CASTLE PLY 210

DEPARTMENT OF LAND AND WATER CONSERVATION APPROVAL
 (Authorised Officer)
 Not a necessary signature in respect to the validity of the plan
 Date: _____
 Signature: _____
 Title: _____

Department of Land and Water Conservation Approval
 (Authorised Officer)
 Not a necessary signature in respect to the validity of the plan
 Date: _____
 Signature: _____
 Title: _____

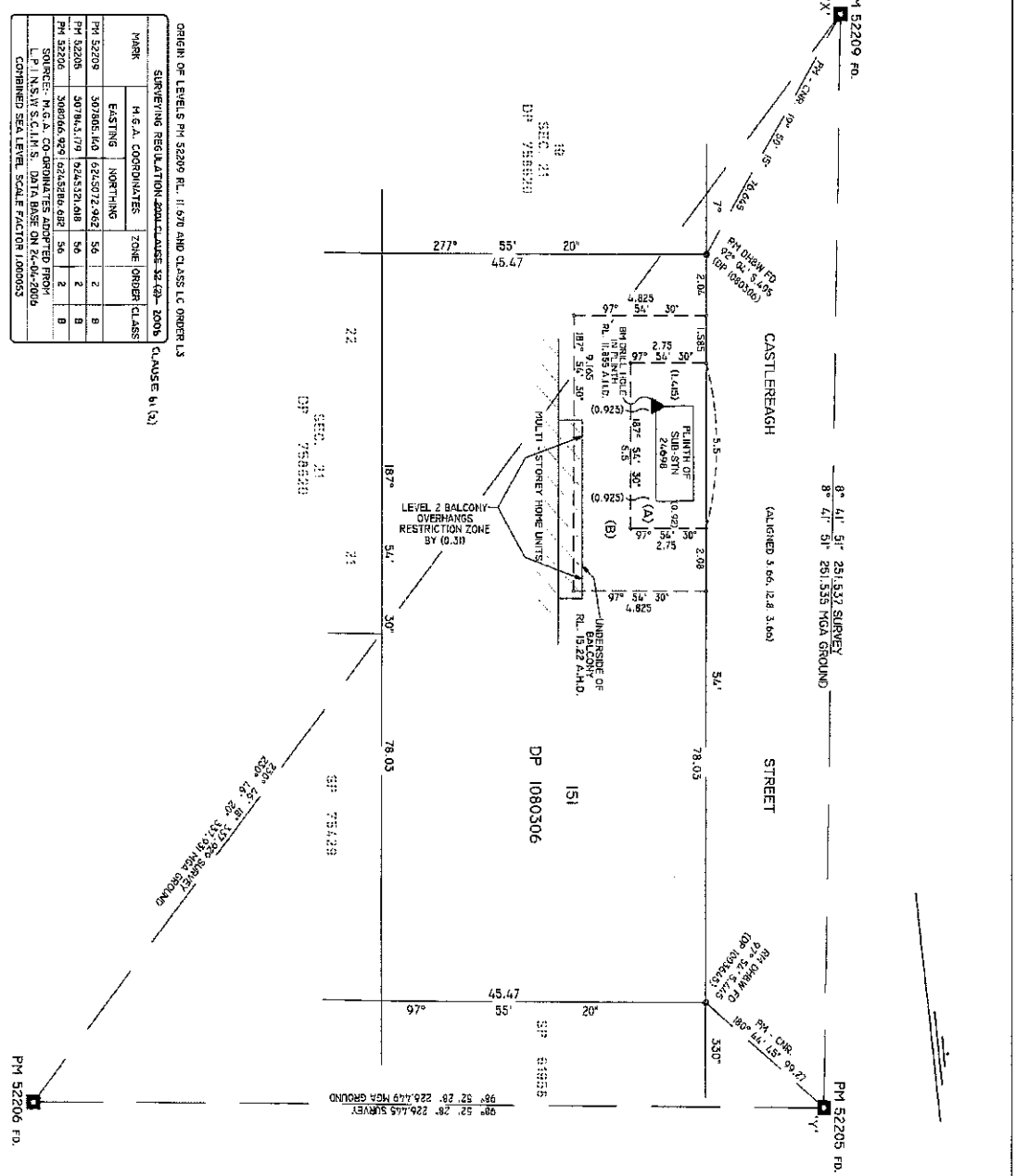
Subdivision Certificate
 I hereby certify that the members of a body of the Government Planning Commission have approved the subdivision of the land described in the certificate of title as being in accordance with the provisions of the Subdivision Act 1988 and the provisions of the Subdivision Regulations 1988.

Authorised Person/General Manager/Executive Director
 Date: _____
 Signature: _____
 Title: _____

Authorisation of Surveyor
 I hereby certify that the surveyor named in the certificate of title as being in accordance with the provisions of the Survey Act 1992 and the provisions of the Survey Regulations 1992 is a registered professional surveyor.

Authorisation of Registrar-General
 I hereby certify that the Registrar-General has approved the plan as being in accordance with the provisions of the Subdivision Act 1988 and the provisions of the Subdivision Regulations 1988.

Plan Drawing only to appear in this space



ORIGIN OF LEVELS PM 52206 R.L. 11.670 AND CLASS LC ORDER 1.3
 SURVEYING REGULATIONS CLAUSE 32-43-2008
 CLAUSE 61(3)

MARK	H. G.A. COORDINATES	ZONE	ORDER	CLASS
PM 52208	50786.179	524531.018	56	2
PM 52206	50786.179	524531.018	56	2
PM 52206	50786.179	524531.018	56	2

SOURCE: N.G.A. CO-ORDINATES ADAPTED FROM
 L.P. 1 N.S.V.S.C.L.M.S. DATA BASE ON 24-04-2009
 COMBINED SEA LEVEL SCALE FACTOR 1.000055

(A) - EASEMENT FOR ROADWIDE SUBSTATION 2.75 WIDE.
 (B) - RESTRICTION ON THE USE OF LAND.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 PLAN AMENDED IN L.P. AT SURVEYOR'S REQUEST

DP1111242

Registered 21 30-4-2007
 Title System: TORRENS
 Purpose: EASEMENT
 Ref. Map: U9145-74
 Lot Plan: DP 1080306
 PLAN OF EASEMENT OVER LOT 151
 IN DP 1080306.

Length: one in metres. Reduction Ratio: 1:100
 L G A LIVERPOOL.
 Locality: LIVERPOOL.
 Parish: ST LUKE
 County: CUMBERLAND
 This is sheet 1 of my plan in
 (where I completed)

ANDREW CHU
 Surveying Regulation 2005
 I, ANDREW CHU, of ASSOCIATES PTY. LTD.,
 of 11/111 BROWN ST, LIVERPOOL, NSW, 2150, do hereby certify
 that the survey represented in this plan is correct, true
 and was completed on 11-02-2007 in accordance with the
 Survey Act 1992 and the Survey Regulations 1992.
 My survey station is 6198001 2007 61719.
 The survey station is 6198001 2007 61719.
 I, ANDREW CHU, of ASSOCIATES PTY. LTD.,
 of 11/111 BROWN ST, LIVERPOOL, NSW, 2150, do hereby certify
 that the survey represented in this plan is correct, true
 and was completed on 11-02-2007 in accordance with the
 Survey Act 1992 and the Survey Regulations 1992.
 My survey station is 6198001 2007 61719.
 The survey station is 6198001 2007 61719.

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 public conveniences.
 Pursuant to section 488 of the
 Conveyancing Act 1999, as amended
 this is intended to create:
 1. EASEMENT FOR ROADWIDE SUBSTATION
 2.75 WIDE.
 2. RESTRICTION ON THE USE OF LAND.

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.

(Sheet 1 of 5 sheets)

Plan: Plan of Easement over Lot 151 DP 1080306

Full Name and Address of the Registered Proprietor of the Land: State Castle Pty Limited
97A Cronulla Street, Cronulla NSW 2230

DP1111242

PART 1

1. **Identity of easement to be created and firstly referred to in the Plan:** Easement for padmount substation 2.75 wide

SCHEDULE OF LOTS ETC AFFECTED

<u>Lot Burdened</u>	<u>Authority Benefited</u>
Lot 151	Integral Energy Australia

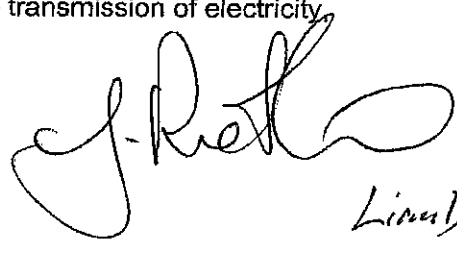
2. **Identity of restriction to be created and secondly referred to in the Plan:** Restriction on the use of land

SCHEDULE OF LOTS ETC AFFECTED

<u>Lot Burdened</u>	<u>Authority Benefited</u>
Lot 151	Integral Energy Australia

PART 2

1. **Terms of Easement firstly referred to in the Plan:**
1. The authority benefited may:
- 1.1 install electrical equipment within the easement site,
 - 1.2 excavate the easement site to install the electrical equipment,
 - 1.3 use the electrical equipment for the transmission of electricity.



Linu Dongzhan

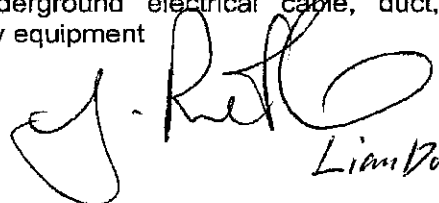
INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.

(Sheet 2 of 5 sheets)

Plan: Plan of Easement over Lot 151 DP 1080306

DP1111242

- 1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - 1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
2. In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
3. The owner agrees that it will not:
- 3.1 install or permit to be installed any services or structure within the easement site, or
 - 3.2 alter the surface level of the easement site, or
 - 3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited
- without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.
4. The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 5.1 **authority benefited** means Integral Energy Australia and its successors (who may exercise its rights by any persons authorised by it).
 - 5.2 **easement site** means that part of the lot burdened that is affected by this easement.
 - 5.3 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment


Liam Dongzhou

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

(Sheet 3 of 5 sheets)

Plan: Plan of Easement over Lot 151 DP 1080306

DP1111242

- 5.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 5.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 5.6 **services** include overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 5.7 **structure** includes building, wall, retaining wall, carport, driveway, fence and swimming pool; but excludes garden furniture and garden ornament.

The terms implied by s 88A(2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

Name of Authority Empowered to Release, Vary or Modify Easement Firstly Referred to in the Plan:

Integral Energy Australia.

2. Terms of Restriction secondly referred to in the Plan:

- 1. No building shall be erected or permitted to remain within the restriction site unless:
 - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
 - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire ratingand the owner provides the authority benefited with an engineer's certificate to this effect.
- 2. The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3. The owner will not erect or permit to be erected any swimming pool within the restriction site.
- 4. "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.


Liang Dongzhun

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.

(Sheet 4 of 5 sheets)

Plan: Plan of Easement over Lot 151 DP 1080306

DP1111242

“authority benefited” means Integral Energy Australia (and its successors).

“erect” includes construct, install build and maintain

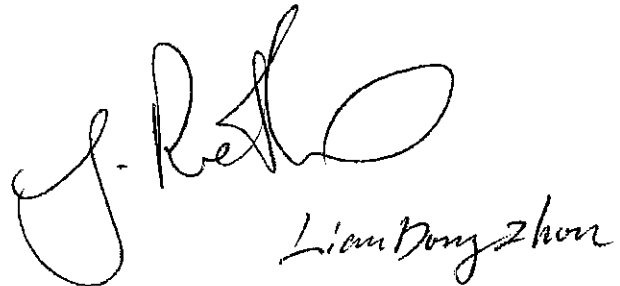
“building” means a substantial structure with a roof and walls and includes any projections from the external walls.

“owner” means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

“restriction site” means that part of the lot burdened affected by the restriction on the use of land as shown on the plan up to a maximum height of 6 metres from the level of the substation footing. which is RL 11.855 AHD.

Name of Authority Empowered to Release, Vary or Modify Restriction Secondly Referred to in the Plan:

Integral Energy Australia.



Liam Dong Zhou

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919.**

(Sheet 5 of 5 sheets)

Plan: Plan of Easement over Lot 151 DP 1080306

DP1111242

THE COMMON SEAL OF STATE CASTLE PTY. LIMITED ACN' 23 117 477 862
WAS HEREUNTO AFFIXED BY RESOLUTION OF THE DIRECTORS
IN THE PRESENCE OF

Lim Hong Zhou
SOLE Director / SECRETARY

Director/Company Secretary

LIANDONG ZHOU
Name of Director
(BLOCK LETTERS)

Name of Director/Company Secretary
(BLOCK LETTERS)

SIGNED SEALED AND DELIVERED for
and on behalf of
Integral Energy Australia by

its duly constituted Attorney pursuant to
Power of Attorney registered Book 4509
No 833

Attorney

Name: Geoffrey Riethmuller

Position: Manager Network Property

14 March 2007

UML 3891

Fabrelo
Witness Louise Fabrelo
C/- Integral Energy
51 Huntingwood Dr
Huntingwood.

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

BRET LEHANE

MARK CORBETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

[Signature]
Signature
[Signature]
Signature

Book: 4415
No: 47

M Calderwood
Witness MARTIN CALDERWOOD

REGISTERED  30-4-2007

Form: 15CH
Release: 2-1

**CONSOLIDATION
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



AN378499V

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

(A) TORRENS TITLE	For the common property CP/SP79253	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Account No: 104342P All Suburbs Strata Management Pty Ltd DX5011 LIVERPOOL NSW
	6322S	Reference: AF291117/79253
		CODE CH

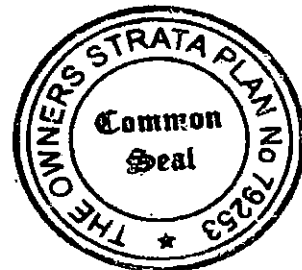
- (C) The Owners-Strata Plan No. 79253 certify that a special resolution was passed on 29/11/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY-LAWS NO. 6&7
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

ON CDBL
ON CI

REFER ANNEXURE 'A' ATTACHED HERETO

- (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. 79253 was affixed on 27/5/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Susan Stewart*
 Name: Susan Stewart
 Authority: STRATA MANAGER
AS DELEGATE OF
 Signature: THE OWNERS CORPORATION
 Name: _____
 Authority: _____



ANNEXURE 'A' TO CONSOLIDATION/CHANGE OF BY-LAWS SP79253

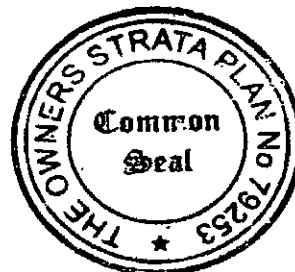
**CONSOLIDATED BY-LAWS FOR
STRATA PLAN No. 79253**

The common seal of The Owners-Strata Plan No 79253 was affixed on 27th May, 2018 in the presence of

Signature(s): 

Names(s): Susan Stewart

Authority: **STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**

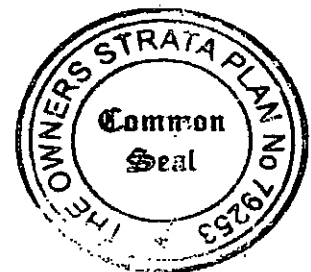


being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal.

INDEX TO CONSOLIDATED BY-LAWS STRATA PLAN 79253

Page No.

- 4. Standard By-Laws – Strata Schemes Management Regulation 2005 – Schedule 1 –
Clause 27 - Model Bylaws for Residential Schemes**
- 9. Special By-Law No. 1 – Access for Inspection of Fire Services – AE61451**
- 10. Special By-Law No. 2 – Absolution of Air-Conditioner Maintenance – AE61451**
- 11. Special By-Law No. 3 – Compensation to Owners Corporation – AE61451**
- 12. Special By-Law No. 4 - Absolution of Air-Conditioner Maintenance – AE654753**
- 13. Special By-Law No. 4 – Service of Documents by Owners Corporation – AG52621**
- 15. Special By-Law No. 5 – Absolution of Maintenance – Lot Fixtures & Fittings – AH673456**
- 19. Special By-Law No. 6 – Minor Renovations – Applications by Lot Owners (new)**
- 22. Special By-Law No. 7 – Recovery of Expenses by Owners Corporation (new)**
- 23. Approved Form 10**



[Handwritten signature]

Strata Schemes Management Regulation 2005

Schedule 1 Model by-laws for residential schemes

(Clause 27)

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

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

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material 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 prior written approval 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

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

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

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 Changes to floor coverings and surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

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

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

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

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

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

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

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

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

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

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

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

Option B

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

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

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

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

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).

19 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

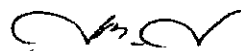
(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Compliance with planning and other requirements

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

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



**STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**

Special By-Law No. 1 – Access for Inspection of Fire Services - AE61451

A) Definitions

a) 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.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge 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.

b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.

B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;

- a) that where necessary the Owners Corporation or its Agents 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;
- b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes 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).

D) Indemnity

(a) 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 fulfill their obligations as provided in sub-clause B);

(b) 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 be issued.

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;

- (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 by way of a levy charged to the lot.

Special By-Law No. 2 – Absolution of Air-Conditioner Maintenance - AE61451

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any air-conditioning unit (hereinafter defined as including a self-contained or split-level air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) and all associated components located on common property at the strata scheme and only servicing one lot.



**STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**

Special By-Law No. 3 – Compensation to Owners Corporation - AE61451

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, Executive 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 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

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 charge 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 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 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 No. 4 – Absolution of Air-Conditioner Maintenance – AE654753

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any air-conditioning unit (hereinafter defined as including a self-contained or split-level air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) and all associated components located on common property at the strata scheme and only servicing one lot.


**STRATA MANAGER
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Special By-Law No. 4 – Service of Documents by Owners Corporation – AG52621

PART 1 - Preamble

- (i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
- (ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
 - (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
 - (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
 - (d) Lot means any lot in the strata plan
 - (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
 - (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
 - (g) Owner means the owner of the Lot
 - (h) Owners Corporation means the owners corporation created by the registration of strata plan 79253
 - (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices
- 2.2 In this by-law, unless the context otherwise requires:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation includes references to amending and replacing legislation.

PART 3. Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4) (e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or,

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or,

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or,

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

Special By-Law No. 5 – Absolution of Maintenance – Lot Fixtures & Fittings – AH673456

PART 1 - Introduction and Intent

(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 this 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 62(3) of the Act.

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

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

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

PART 2 - Definitions

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

(a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) **Lot** means any lot in the strata plan

(c) **Owner** means the owner of the Lot

(d) **Owners Corporation** means the owners corporation created by the registration of strata plan 79253

(e) **Internal Area** means any area within the envelope of a lot as defined by the Strata Plan

(f) **Internal Pipe Work and Wiring** means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 62(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;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (ij) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (n) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (d) All lights, light fittings, exhaust fans and rangehoods that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

Special By-law No. 6 - Minor Renovations - Applications by lot owners

1. In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:

- 1.1. renovating a kitchen,
- 1.2. changing recessed light fittings,
- 1.3. installing or replacing wood or other hard floors,
- 1.4. installing or replacing wiring or cabling or power or access points,
- 1.5. work involving reconfiguring walls,
- 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- 1.7. installing a rainwater tank,
- 1.8. installing a clothesline
- 1.9. installing a reverse cycle split system air conditioner,
- 1.10. installing double or triple glazed windows,
- 1.11. installing a heat pump,
- 1.12. installing ceiling insulation, and
- 1.13. any other work added to this list by regulations or by-laws.

2. Minor renovations must not involve:

- 2.1. structural changes,
- 2.2. changes to the external appearance of a lot, or
- 2.3. waterproofing.

3. Minor renovations do not include:

- 3.1. work that involves structural changes,
- 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
- 3.3. work involving waterproofing,
- 3.4. work for which consent or another approval is required under any other Act, and
- 3.5. work that is authorised by a by-law or a common property rights by-law.

4. Before any building work is started by an owner, the owner of a lot must give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:

- 4.1. details of the work, including copies of any plans,
- 4.2. duration and times of the work,

4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and

4.4. arrangements to manage any resulting rubbish or debris.

5. An owner of a lot must ensure that:

5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and

5.2. the minor renovations and any repairs are carried out in a competent and proper manner.

6. The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alterations, including minor works.

7. This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.

8. The Strata Committee will not unreasonably withhold its consent to such applications but applications will only be approved with conditions.

9. If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.

10. The Lot Owner shall:

10.1. pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);

10.2. be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the Strata Schemes Management Act 2015 with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and

10.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.

11. If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:

11.1. request, in writing, that the Owner complies with the conditions of the approval;

11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;

11.3. recover the costs of such work from the Owner as a debt due; and

11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

The common seal of The Owners-Strata Plan No 79253 was affixed on 27th May, 2018 in the presence of

Signature(s): 

Names(s): Susan Stewart

Authority:

**STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**



being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal.

Special By-Law No. 7 - Recovery of Expenses by Owners Corporation

1. Where it is necessary, at the discretion of the Owners Corporation, to seek to recover from an owner any money that is owed by that owner to the Owners Corporation whether under section 120 of the Strata Schemes Management Act 2015, or as amended, or the By-laws (and also including arrears of levies), then the Owners Corporation shall be entitled to recover such amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

2. Where the Owners Corporation spends money to repair damage caused by a breach of the Strata Schemes Management Act 2015, or as amended, or a breach of the By-laws by any owner, mortgagee or covenant chargee in possession, tenant or occupier, then the Owners Corporation is entitled to recover the amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

3. Some examples of the type of "expenses" which are recoverable by the Owners Corporation pursuant to this By-law are:

3.1. If an owner of a lot fails to carry out work that is required to be carried out under a notice given to the owner by a public authority (eg, show cause notice from council or a NSW fire compliance notice), then the Owners Corporation may carry out the work and recover the expenses as a debt; and

3.2. If an owner (or the occupier of the lot) damages a window safety device installed within the lot or common property, then the Owners Corporation will spend money to arrange the repair and repair the damage (or replace the window safety device), and such expense (including legal and administrative costs) will be recovered by the Owners Corporation as a debt.

3.3. If an owner has agreed for the Owners Corporation to organise the engagement of a contractor to install the Window Safety Devices in his or her lot and fails to provide access to his or her lot which results in the Owners Corporation incurring fees from the contractor engaged to install the Window Safety Devices.

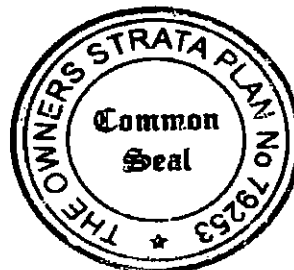
4. The entitlement of the Owners Corporation to recover its expenses are not limited to the examples in this By-law and such entitlement includes any damage caused to common property by an owner, mortgagee or covenant chargee in possession, tenant or occupier.

The common seal of The Owners-Strata Plan No 79253 was affixed on 27th May, 2018 in the presence of

Signature(s): 

Names(s): Susan Stewart

Authority: **STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**



being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal.

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 79253 was affixed on 27th May, 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Susan Stewart Name: Susan Stewart Authority: **STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**

Signature:.....Name:Authority:

Form: 15CH
Release: 2.1

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



Strata Schemes Management Act 2
Real Property Act 1900

AP746609R

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

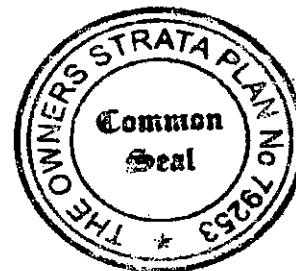
(A) TORRENS TITLE	For the common property CP/SP79253	
(B) LOGGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Account No: 104342P All Suburbs Strata Management PO Box 142, LIVERPOOL NSW 1871 Reference: AF60619/79253
		CODE CH

- (C) The Owners-Strata Plan No. 79253 certify that a special resolution was passed on 6/6/2019
- (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 No. 8
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

Refer Annexure 'B' attached

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 'B'.
- (G) The seal of The Owners-Strata Plan No. 79253 was affixed on 2/12/2019 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: *Susan Stewart*
 Name: Susan Stewart
 Authority: STRATA MANAGER
AS DELEGATE OF
 Signature: THE OWNERS CORPORATION
 Name: _____
 Authority: _____



ANNEXURE 'B' TO CONSOLIDATION/CHANGE OF BY-LAWS SP79253

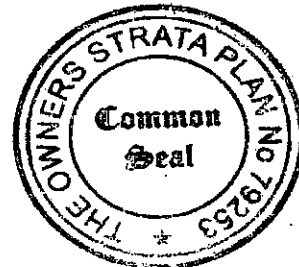
**CONSOLIDATED BY-LAWS FOR
STRATA PLAN No. 79253**

The common seal of The Owners-Strata Plan No 79253 was affixed on 2nd December, 2019 in the presence of

Signature(s): 

Names(s): Susan Stewart

Authority: **STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**

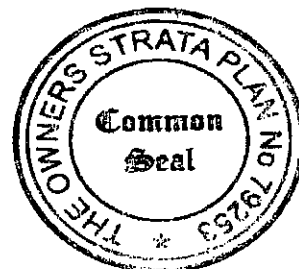


being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal.

INDEX TO CONSOLIDATED BY-LAWS STRATA PLAN 79253

Page No.

- 4. Standard By-Laws – Strata Schemes Management Regulation 2005 – Schedule 1 –
Clause 27 - Model Bylaws for Residential Schemes**
- 9. Special By-Law No. 1 – Access for Inspection of Fire Services – AE61451**
- 10. Special By-Law No. 2 – Absolution of Air-Conditioner Maintenance – AE61451**
- 11. Special By-Law No. 3 – Compensation to Owners Corporation – AE61451**
- 12. Special By-Law No. 4 - Absolution of Air-Conditioner Maintenance – AE654753**
- 13. Special By-Law No. 4 – Service of Documents by Owners Corporation – AG52621**
- 15. Special By-Law No. 5 – Absolution of Maintenance – Lot Fixtures & Fittings – AH673456**
- 19. Special By-Law No. 6 – Minor Renovations – Applications by Lot Owners – AN378499**
- 21. Special By-Law No. 7 – Recovery of Expenses by Owners Corporation – AN378499**
- 22. Special By-Law No. 8 – Renovation Works at Lots 107 & 108 (added)**



**STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**

A handwritten signature in black ink, appearing to be "S. V. V."

Strata Schemes Management Regulation 2005

Schedule 1 Model by-laws for residential schemes

(Clause 27)

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

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

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

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material 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 prior written approval 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

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

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

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 Changes to floor coverings and surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

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

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

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

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

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

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

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

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

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(3) An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

Option B

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

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

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

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

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).

19 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (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.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Compliance with planning and other requirements

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

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

Special By-Law No. 1 – Access for Inspection of Fire Services - AE61451

A) Definitions

a) 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.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge 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.

b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.

B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;

- a) that where necessary the Owners Corporation or its Agents 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;
- b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes 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).

D) Indemnity

(a) 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 fulfill their obligations as provided in sub-clause B);

(b) 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 be issued.

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;

- (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 by way of a levy charged to the lot.

Special By-Law No. 2 – Absolution of Air-Conditioner Maintenance - AE61451

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any air-conditioning unit (hereinafter defined as including a self-contained or split-level air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) and all associated components located on common property at the strata scheme and only servicing one lot.

Special By-Law No. 3 – Compensation to Owners Corporation - AE61451

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, Executive 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 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

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 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 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 No. 4 – Absolution of Air-Conditioner Maintenance – AE654753

Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any air-conditioning unit (hereinafter defined as including a self-contained or split-level air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) and all associated components located on common property at the strata scheme and only servicing one lot.

Special By-Law No. 4 – Service of Documents by Owners Corporation – AG52621

PART 1 - Preamble

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
- (g) Owner means the owner of the Lot
- (h) Owners Corporation means the owners corporation created by the registration of strata plan 79253
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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

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

PART 3. Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4) (e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or,

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or,

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or,

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot falls to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

Special By-Law No. 5 – Absolution of Maintenance – Lot Fixtures & Fittings – AH673456

PART 1 - Introduction and Intent

(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 this 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 62(3) of the Act.

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

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

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

PART 2 - Definitions

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

(a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) **Lot** means any lot in the strata plan

(c) **Owner** means the owner of the Lot

(d) **Owners Corporation** means the owners corporation created by the registration of strata plan 79253

(e) **Internal Area** means any area within the envelope of a lot as defined by the Strata Plan

(f) **Internal Pipe Work and Wiring** means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 62(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;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (ij) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (n) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkerators
- (e) Ovens, Stoves and Cook Tops
- (d) All lights, light fittings, exhaust fans and rangehoods that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

Special By-law No. 6 - Minor Renovations - Applications by lot owners – AN378499

1. In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:

- 1.1. renovating a kitchen,
- 1.2. changing recessed light fittings,
- 1.3. installing or replacing wood or other hard floors,
- 1.4. installing or replacing wiring or cabling or power or access points,
- 1.5. work involving reconfiguring walls,
- 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- 1.7. installing a rainwater tank,
- 1.8. installing a clothesline
- 1.9. installing a reverse cycle split system air conditioner,
- 1.10. installing double or triple glazed windows,
- 1.11. installing a heat pump,
- 1.12. installing ceiling insulation, and
- 1.13. any other work added to this list by regulations or by-laws.

2. Minor renovations must not involve:

- 2.1. structural changes,
- 2.2. changes to the external appearance of a lot, or
- 2.3. waterproofing.

3. Minor renovations do not include:

- 3.1. work that involves structural changes,
- 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
- 3.3. work involving waterproofing,
- 3.4. work for which consent or another approval is required under any other Act, and
- 3.5. work that is authorised by a by-law or a common property rights by-law.

4. Before any building work is started by an owner, the owner of a lot must give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:

- 4.1. details of the work, including copies of any plans,
- 4.2. duration and times of the work,
- 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and

4.4. arrangements to manage any resulting rubbish or debris.

5. An owner of a lot must ensure that:

5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and

5.2. the minor renovations and any repairs are carried out in a competent and proper manner.

6. The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alterations, including minor works.

7. This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.

8. The Strata Committee will not unreasonably withhold its consent to such applications but applications will only be approved with conditions.

9. If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.

10. The Lot Owner shall:

10.1. pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);

10.2. be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the Strata Schemes Management Act 2015 with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and

10.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.

11. If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:

11.1. request, in writing, that the Owner complies with the conditions of the approval;

11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;

11.3. recover the costs of such work from the Owner as a debt due; and

11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law No. 7 - Recovery of Expenses by Owners Corporation – AN378499

1. Where it is necessary, at the discretion of the Owners Corporation, to seek to recover from an owner any money that is owed by that owner to the Owners Corporation whether under section 120 of the Strata Schemes Management Act 2015, or as amended, or the By-laws (and also including arrears of levies), then the Owners Corporation shall be entitled to recover such amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

2. Where the Owners Corporation spends money to repair damage caused by a breach of the Strata Schemes Management Act 2015, or as amended, or a breach of the By-laws by any owner, mortgagee or covenant chargee in possession, tenant or occupier, then the Owners Corporation is entitled to recover the amount spent, together with any amount expended by way of legal costs and outlays (including solicitor and own client costs) including the costs of investigation and of service of process, as a debt in any court of competent jurisdiction from such owner.

3. Some examples of the type of "expenses" which are recoverable by the Owners Corporation pursuant to this By-law are:

3.1. If an owner of a lot fails to carry out work that is required to be carried out under a notice given to the owner by a public authority (eg, show cause notice from council or a NSW fire compliance notice), then the Owners Corporation may carry out the work and recover the expenses as a debt; and

3.2. If an owner (or the occupier of the lot) damages a window safety device installed within the lot or common property, then the Owners Corporation will spend money to arrange the repair and repair the damage (or replace the window safety device), and such expense (including legal and administrative costs) will be recovered by the Owners Corporation as a debt.

3.3. If an owner has agreed for the Owners Corporation to organise the engagement of a contractor to install the Window Safety Devices in his or her lot and fails to provide access to his or her lot which results in the Owners Corporation incurring fees from the contractor engaged to install the Window Safety Devices.

4. The entitlement of the Owners Corporation to recover its expenses are not limited to the examples in this By-law and such entitlement includes any damage caused to common property by an owner, mortgagee or covenant chargee in possession, tenant or occupier.

Special By-Law No. 8 – Renovation Works at Lots 107 & 108

1. For the purposes of this by-law:

1.1. **"Act"** means the Strata Schemes Management Act 2015 as amended and/or replaced from time to time;

1.2. **"Authority"** means any government, semi-government, statutory, public, private, or any other authority having any jurisdiction over the Lots or the Building, including the local council;

1.3. **"Building"** means the building and improvements on the land located at 10-16 Castlereagh St Liverpool NSW 2170;

1.4. **"Common Property"** means the common property in Strata Plan no. 79253;

1.5. **"Costs"** means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with, this by-law, the Works and Remedial Works, and any damage caused as a result of the Works and/or Remedial Works;

1.6. **"Direction"** means a written direction from the Owners Corporation to the Owner relating to the Works and/or Remedial Works;

1.7. **"Future Owner"** means the registered proprietor of the Lot from time to time, succeeding the Owner;

1.8. **"Indemnify"** means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

1.8.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

1.8.2. any sum payable by way of increased premiums; and

1.8.3. any costs or damages for which the Owners Corporation is or becomes liable;

1.9. **"Lot"** means lots 107-108 in the Strata Plan;

1.10. **"Owner"** means the registered proprietor of the Lot as at the date this by-law is registered, and with respect to clauses 6 to 15 inclusive includes the Future Owner;

1.11. **"Owners Corporation"** means the owners corporation known as The Owners-Strata Plan no. 79253;

1.12. **"Remedial Works"** means the repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.13. **"Strata Plan"** means registered Strata Plan no. 79253;

1.14. **"Works"** means the following renovation works to be carried out at the Lot:

The enclosure of car spaces 107-108 by the installation of a lock up garage structure, adding to the common property, in accordance with the quote/plan prepared by Auto Lift Garage Doors & Gates attached to this by-law and marked with the letter 'A'

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carryout the Works.
5. To the extent the Works involve additions to or alterations of the Common Property, the Works are approved for the purpose of section 108 of the Act.
6. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
7. The Works and Remedial Works must be carried out and completed:
 - 7.1. in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;
 - 7.2. with due skill and care;
 - 7.3. in compliance with the Building Code of Australia and any other Australian Standards as applicable;
 - 7.4. in compliance with all necessary approvals from any Authority;
 - 7.5. in keeping with the appearance of the Building in its style, colour, materials, and overall design;
 - 7.6. so as to not unreasonably interfere with the enjoyment of Common Property or access to lots in the Strata Plan by other persons;
 - 7.7. in a way which minimises disturbance to other persons including but not limited to minimising vibration, noise, dust, and dirt;
 - 7.8. while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;
 - 7.9. while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
 - 7.10. while keeping all areas of the Building as clean and tidy as possible;
 - 7.11. while promptly repairing any damage to the Building caused by the Works and/or Remedial Works;
 - 7.12. in a way that does not interfere with the structural integrity of the Building; and
 - 7.13. in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris.
8. The Owner is responsible for and will bear all Costs.
9. In the event lots or Common Property are damaged because of the Works or Remedial Works, the Owner is responsible for and will pay the Costs of rectifying the damage.

10. The Owners Corporation reserves the right to issue a Direction to the Owner to remove, repair, or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

11. If the Owner fails to comply with a Direction within 3 months of the date of the Direction, the Owners Corporation may:

11.1. enter any part of the Lot;

11.2. carry out all work necessary to comply with the Direction; and

11.3. recover from the Owner any Costs relating to the carrying out of the work, including charging them to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

12. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

13. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or Remedial Works.

14. The Owner will Indemnify and will keep Indemnified the Owners Corporation.



STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION

AUTO LIFT EST. 1977
 GARAGE DOORS & GATES A.C.N. 068 953 560
 A.B.N. 17 068 953 560
 12 Larkin St Riverwood NSW 2210 Telephone: 02 9534 0444 Facsimile: 02 9534 0400



QUOTATION
 099267

A

CLIENT'S NAME: MONICA NOVAK DATE: 29/1/19
 ADDRESS: _____ REP: SCOTT
 REP PH: 0428 175 737
 SITE ADDRESS: 107-108 / 10-16 CASTLERIDGE HOME: _____
ALVERPOOL BUSINESS: _____
 FAX: _____
 MOBILE: 0418 443 169
 EMAIL: monica1@hotmail.com CONTACT NAME: _____



QTY	DESCRIPTION OF SUPPLY	PRICE
1x	AUTO LIFT V-LINE ZINC PRAFORMED TILTED DOOR WITH J FITTINGS, T HANDLE LOCKSET, 2x 50x50 RHS GAL POSTS, SIDE FLASHINGS AND 2 50x50x4mm WELD MESH PARTITIONS ON A 25x25 RHS GAL FRAME	\$ 3800.00
	SUPPLIED AND INSTALLED	

*CLIENT TO SUPPLY 240V POWER POINT IF AUTO DOOR OPENER INSTALLED	SUB TOTAL	\$ 3800.00
CLIENT'S NOTE	GST	\$ 380.00
	TOTAL INC. GST	\$ 4180.00
	PROGRESS PAYMENT	\$
	BALANCE	\$

www.autolift.com.au * See our website for Terms & Conditions

ACCEPTANCE OF QUOTATION 1% processing fee for Visa & mastercard 3% processing fee for Amex
 Auto-Lift Garage Doors Pty. Ltd. St George BSB: 112 879 Account: 039 560 873 Please include your Quotation as a reference
 I AUTHORISE AUTO-LIFT GARAGE DOORS PTY. LTD. TO DEBIT MY CREDIT CARD 50% DEPOSIT ON ORDER AND BALANCE ON COMPLETION

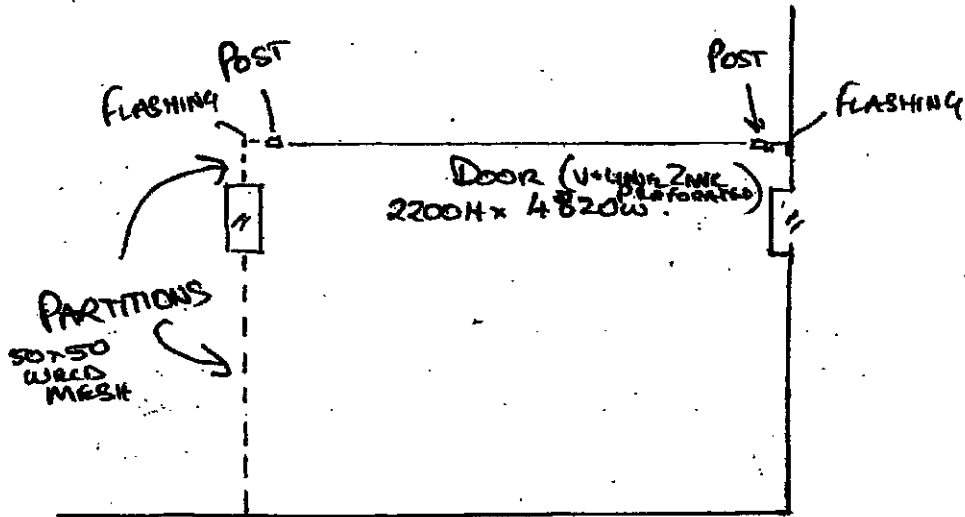
NAME: _____ DOOR STYLE: _____ DOOR COLOUR: _____ WOODGRAIN / SMOOTH
 ADDRESS: _____ TOTAL \$ _____
 SIGNED: _____ DATE: _____ PROGRESS CLAIMS \$ _____
 PLEASE CHARGE MY CREDIT CARD: VISA MASTERCARD AMEX BALANCE \$ _____
 CARD NUMBER: _____ EXP: _____ / _____ 099267
 SUM OF \$ _____ SIGNATURE: _____



STRATA MANAGER
 AS DELEGATE OF
 THE OWNERS CORPORATION

Scott

107-108/10-16 CASTLEREAGH ST
LIVINR POOL.



The common seal of The Owners-Strata Plan No 79253 was affixed on 2nd December, 2019 in the presence of

Signature(s): *Susan Stewart*

Names(s): Susan Stewart

Authority:

**STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION**



being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal.

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Ref.: 119194-6:95564
Ppty: 170286

Cert. No.: 1091

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4640346
Receipt Amt.: 53.00
Date: 20-Aug-2020

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 95 SP 79253

Street Address: 95/ 10-16 CASTLEREAGH STREET, LIVERPOOL NSW 2170

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument



1. Names of relevant planning instruments and DCPs

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development

SEPP No. 50 – Canal Estate Development

SEPP No. 55 – Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 65 – Design Quality of Residential Flat Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Infrastructure) 2007

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (State and Regional Development) 2011

SEPP (Education Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP No 19 – Bushland in Urban Areas

SEPP No 21 – Caravan Parks

SEPP No 30 – Intensive Agriculture

SEPP Koala Habitat Protection

SEPP No 64 – Advertising and Signage

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

Draft Liverpool Local Environmental Plan 2008 (Amendment 82)

Draft SEPPs*:

Draft SEPP (Competition) 2010

(c) The name of each DCP that applies to the carrying out of development on the land.

Liverpool DCP 2008

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

R4 High Density Residential - Liverpool LEP 2008

- (b) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

- (c) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

- (d) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b) or (c)

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

- (f) Does the land include or comprise critical habitat?



No

(g) Is the land is in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code and Low Rise Medium Density Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

Note: If 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 below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection

services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

6. Road widening and road realignment

Is the land is affected by any road widening or road realignment under:

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition



Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

Liverpool Contributions Plan 2018 - Liverpool City Centre

9A. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

10. Biobanking agreements*

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

10A. Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

13. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order



14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

No, Council has not been notified of an order

17. Site compatibility certificates and conditions for affordable rental housing*

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

21. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

22. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

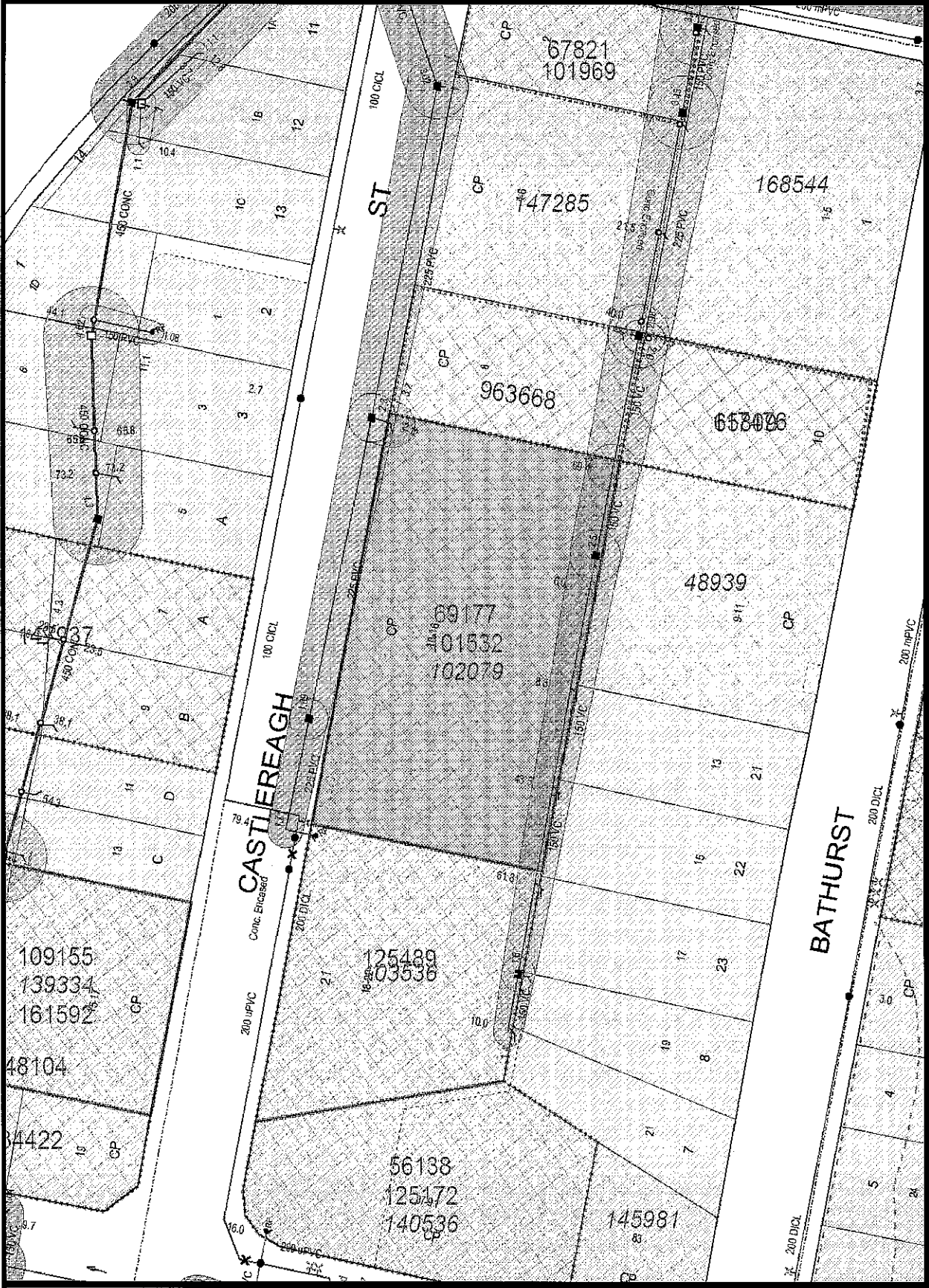
No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



Eddie Jackson
Acting Chief Executive Officer
Liverpool City Council

For further information, please contact
CALL CENTRE – 1300 36 2170



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF LIVERPOOL

SUBURB OF LIVERPOOL

SSD 433076

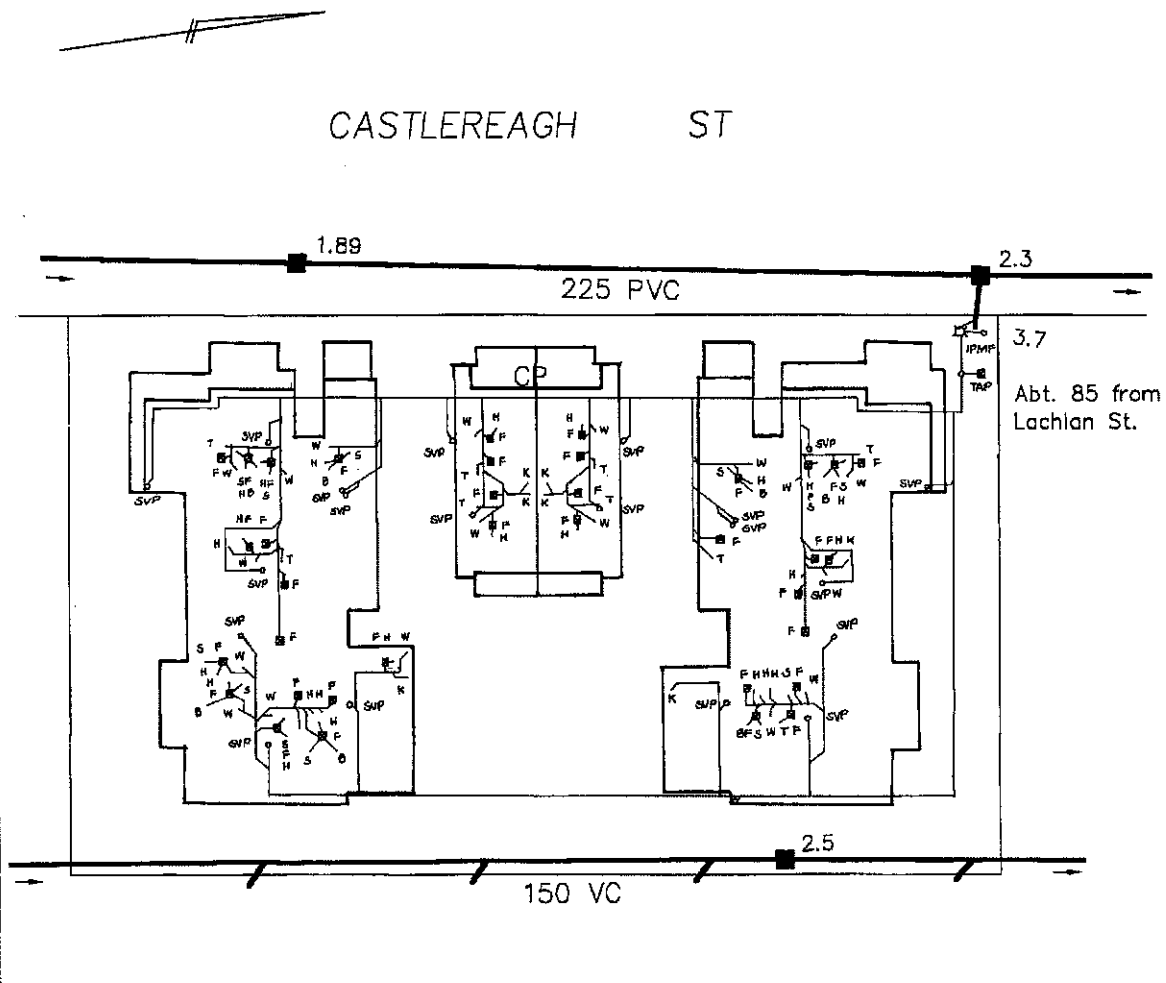
<p>INDICATES - DRAINAGE FITTINGS</p> <ul style="list-style-type: none"> ■ Manhole □ Chr Chamber ● LH Lamphole ⊗ Boundary Trap ⊙ Inspection Shaft ■ Pit ■ G Grease Interceptor ⊗ Gully ⊙ TMS Terminal Maint. Shaft ⊙ MS Maintenance Shaft 		<p>INDICATES - PLUMBING FIXTURES & OR FITTINGS</p> <ul style="list-style-type: none"> ⊗ P P. Trap ■ R Reflux Valve ⊗ C Cleansing Eye ● V Vertical Pipe IP Induct Pipe MF Mica Flap ● RP Rodding Point ⊗ Vertical Junction ⊗ On back Junction 		<p>INDICATES - PLUMBING ON MORE THAN ONE LEVEL</p> <ul style="list-style-type: none"> ○ SVP Soil Vent Pipe ○ WS Waste Stack 		<p>SYMBOLS AND ABBREVIATIONS</p> <ul style="list-style-type: none"> CO Clean out ○ V Vent Pipe T Tubs K Kitchen Sink W Water Closet B Bath Waste H Handbasin Bld Bidet S Shower DW Dishwasher F Floor Waste M Washing Machine BS Bar Sink LS Lab Sink 		<p>ELEC.</p> <ul style="list-style-type: none"> ⊙ Pump Unit ⊗ Boundary Valve ⊗ PRV Boundary Valve with PRV ⊗ Alarm Control Panel ⊗ LP Stop Valve ⊗ LP Air Valve ⊗ LP Reducer ⊗ HSV Flow Monitor ⊗ Vacuum Chamber ⊗ Flushing Point 	
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Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap NOT REQUIRED

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licenses is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



Connection Date:

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 6 June 2018 at 16:26)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

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

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to

cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

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

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and

appropriately covered.

- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

- (5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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