

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Iglobal Properties Pty Ltd trading as Singer Residential 11 Bream Street, Como, NSW 2226	Phone: 0457 056 811 Ref: Joshua Singer
co-agent		
vendor	Stephen Millar and Gaylene Delys Millar 1/50 Rutherford Avenue, Burraneer, NSW 2230	
vendor's solicitor	Elliot Tuthill 119 Cronulla Street, Cronulla NSW 2230 PO Box 41, Cronulla NSW 2230	Phone: 02 9523 6666 Fax: 02 9523 8419 Ref: DAJ:SGJ:170981 E:djordan@etsolicitors.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 6/94 Karimbla Road, Miranda, New South Wales 2228 Registered Plan: Lot 6 Plan SP 68051 Folio Identifier 6/SP68051	(clause 15)
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ 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	☒ blinds ☒ dishwasher ☒ light fittings ☒ stove ☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment ☐ clothes line ☒ insect screens ☐ solar panels ☐ TV antenna ☒ curtains ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$ _____
deposit	\$ _____
balance	\$ _____ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

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

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)
Proposed electronic transaction (clause 30)

☐ NO ☐ yes
☐ no ☒ YES

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 *RW 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.

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW 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

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☒ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☒ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale
- Other**
- ☐ 58

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

NetStrata

PO Box 265, HURSTVILLE BC NSW 1481

Phone: 1300 638 787

SECTION 66W CERTIFICATE

I, _____ of _____
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **6/94 Karimbla Road, Miranda**, from **Stephen Millar and Gaylene Delys Millar** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Stephen Millar and Gaylene Delys Millar** and am not employed in the legal practice of a solicitor acting for **Stephen Millar and Gaylene Delys Millar** nor am I a member or employee of a firm of which a solicitor acting for **Stephen Millar and Gaylene Delys Millar** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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:

Australian Taxation Office
Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas

Land & Housing Corporation

Local Land Services

NSW Department of Education

NSW Fair Trading

NSW Public Works Advisory

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Subsidence Advisory NSW

Telecommunications

Transport for NSW

Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 – • 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 18B of the Swimming Pools Regulation 2008).

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*.
- 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 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

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 16.7 **• Purchaser**
- 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;
 - *remittance amount* payable;
 - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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* or doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally – the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing – the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- 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 *Lodgement 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
 - the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a party 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>ENCL</i> ;
<i>populate title data</i>	to complete data fields in the <i>Electronic Workspace</i> ; and 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 *remittance amount* 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 *remittance amount*.
- 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.

6/94 KARIMBLA RD MIRANDA 2228

SPECIAL CONDITIONS

1. **INCONSISTENCY**
Where these special conditions are inconsistent with the printed form of contract these special conditions shall prevail.
2. **CONTRACT ALTERATIONS**
Each party to this Contract authorises his Solicitor or any employee of that Solicitor up until the date of this Contract to make alterations to this Contract after execution including the addition of annexures (other than copies of prescribed documents required to be attached to the Contract under cl 4(1) of the Conveyancing (Sale of Land) Regulation 2010) and any such alterations shall be binding upon the party deemed hereby to have authorised such alterations and/or additions and any annexure shall form part of this Contract as if it was annexed prior to the Contract being executed.
3. **AMENDMENTS TO PRINTED CONDITIONS**
This contract shall be read and construed as follows:-
 - (a) The deletion of printed clause 11.1 in so far as any notice, order or direction is made in relation the swimming pool
 - (b) Insert the words "other than as a result of the Purchaser's breach" after the word "terminated" in clause 11.2.
 - (c) Delete the words "plus another 20% of that fee" in clause 16.5.
 - (d) Insert the words "or delay completion" after the word "requisition" in clause 10.1
4. **INTRODUCTION BY AGENT**
The Purchaser warrants that he was not introduced to the Vendor or to the property by any Real Estate Agent other than the Agent named herein and the Purchaser indemnifies the Vendor against any commission which might be found to be payable resulting from an introduction which constitutes a breach of such warranty.
5. **NO WARRANTIES OR REPRESENTATIONS**
 - (a) The Purchaser warrants that he does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon his own enquiries relating to an inspection of the property AND the Purchaser further acknowledges that he accepts the property and any chattels and things included in this Contract in their present state and condition of repair, and subject to any infestation and or dilapidation as well as fair wear and tear.
 - (b) The Vendor hereby discloses and the Purchaser hereby acknowledges that any information and/or materials or disclosures made within any marketing material made available in relation to the property does not form part of this Contract.
 - (c) The Vendor provides no warranty as to the accuracy of any information or material or disclosure made within any marketing materials made available in relation to the property and the Purchaser warrants that it has not relied on any such materials in entering into this Contract.
6. **DEPOSIT INVESTMENT**
The Purchaser authorises the Vendor (but the Vendor is not obliged) to direct the deposit holder:
 - (a) to invest the deposit (at the risk of the party who becomes entitled to it) with a trading bank in New South Wales in an interest bearing account;
 - (b) to withdraw the deposit and interest earned on the deposit on completion, rescission or termination of this contract (whichever occurs); and
 - (c) to pay the net interest, after deduction of any bank or government taxes, fees and charges, to the Vendor and Purchaser equally.

7. DEPOSIT – PAYMENT BY INSTALMENTS

The Vendors and Purchaser agree that:

- (a) the Vendor requires payment of a deposit of 10% of the purchase price;
- (b) if the parties agree that the initial payment of the deposit is to be less than 10% of the purchase price then the deposit is to be paid by instalments and the Purchaser must pay the deposit, regardless of any other provision to the contrary in this Contract, as follows:
 - (i) 5% of the purchase price on the contract date; and
 - (ii) 5% of the purchase price at settlement or by 4pm on the Completion Date, whichever event shall first occur;
- (c) the obligation to pay the deposit in accordance with this special condition is an essential term of this Contract.

8. COOLING OFF PERIOD EXTENSION

- (a) Where the Purchaser requests the Vendor to extend any Cooling Off period, it is an essential term that on completion of this Contract the Purchaser shall pay the sum of \$220.00 including GST for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for extension of the Cooling Off period whether or not the Vendor agrees with the request.
- (b) Where the Purchaser rescinds this Contract pursuant to the Cooling Off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder.

9. INCAPACITY

Without prejudice to any other rights or remedies which may be available, should either party or any one of them prior to completion

- (a) being a company, resolve to go into liquidation, or have an application for its winding up filed, or enter into any scheme or arrangement with its creditors, or have a liquidator, receiver or official manager appointed to it, or
- (b) being a natural person, die or become mentally ill,

then the Vendor may rescind this Contract by notice in writing to the Purchaser or the solicitor for the Purchaser.

10. INTEREST

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as 8% interest per annum on the total purchase money, computed at a daily rate from the day of the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

11. NOTICE TO COMPLETE

- (a) If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- (b) Where any notice to complete is served on the Purchaser by or on behalf of the Vendor, it is an essential term that on actual completion of this Contract the Purchaser shall pay the sum of \$385.00 including GST for each notice issued, to

reimburse the Vendor for the additional legal costs and disbursements incurred by the Vendor in connection with the preparation and service of such notice. It is agreed that this amount is a genuine pre-estimate of the Vendor's additional costs incurred as a result of the notice to complete having to be issued.

- (c) The parties acknowledge that the Vendor may withdraw the said Notice.

12. F6 PROJECT

- (a) The Vendor discloses and the Purchaser acknowledges that:
- i. a copy of a property enquiry made with Roads and Maritime Services NSW, annexed to this Contract, has revealed that the property forms part of a broader area which is currently being investigated in relation to the F6 Project ('Enquiry').
 - ii. this Enquiry does not amount to a proposal by a statutory authority as provided for under Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW).
- (b) The Purchaser warrants that the Purchaser has satisfied itself and shall rely entirely on its own enquiries in relation to the contents of the Enquiry.
- (c) The parties agree that the Vendor has no obligation to continue to keep the Purchaser informed of any matters relating to the Enquiry.
- (d) The Purchaser shall not make any objection, requisition, claim for compensation, delay completion or attempt to rescind or terminate this Contract with respect to any matters referred to in this special condition.
- (e) The warranties provided for in this clause shall not merge on completion.

13. CHRISTMAS SETTLEMENT

Notwithstanding any provision to the contrary it is agreed between the parties that neither party will be deemed to be in breach of this contract if that party does not complete this contract on or after 20 December 2018 and before 11 January 2019.

14. GUARANTEE

- (a) In consideration of the Vendor at the request of (hereinafter called "the guarantors") entering into this Contract, the guarantors guarantee:-
- (b) that they will be with the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the Purchaser contained in this Contract including but not limited to the due and punctual payment of all moneys payable by the Purchaser under this Contract;
- (c) that if for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part the guarantors will indemnify the Vendor against all loss, including all moneys which would have been payable by or recoverable from the Purchaser had this Contract been fully enforceable against the Purchaser;
- (d) that the Vendor's rights against the guarantors will not be affected by any indulgence or extension of time given by the Vendor to the Purchaser or the guarantors or by any other act, matter or thing which would or might but for this provision release the guarantors from their obligations herein;
- (e) that prior to execution of this Contract the guarantors have read and understood the terms and conditions of the Contract in its entirety.
- (f) **In the event that no signature appears below this special condition and/or no names are inserted at the commencement of this special condition, the guarantors shall be that person or those people who sign this Contract on behalf of the Purchaser.**

.....
Guarantor

.....
Guarantor

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6/SP68051

SEARCH DATE -----	TIME ----	EDITION NO -----	DATE ----
8/12/2017	3:38 PM	6	21/2/2012

LAND

LOT 6 IN STRATA PLAN 68051
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

STEPHEN MILLAR
GAYLENE DELYS MILLAR
AS JOINT TENANTS

(T AE67216)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP68051
- 2 AG825572 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. **Warning:** the information appearing under notations has not been formally recorded in the Register.
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP68051

SEARCH DATE	TIME	EDITION NO	DATE
8/12/2017	3:38 PM	16	16/9/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 68051
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP68051

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 68051
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- NETWORK STRATA SERVICES PTY LIMITED
P.O. BOX 265
HURSTVILLE
NSW BC 1481

SECOND SCHEDULE (21 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 D966912 LAND EXCLUDES MINERALS
- 4 G138020 COVENANT
- 5 H236551 COVENANT
- 6 H236551 RIGHT OF CARRIAGEWAY 6.095 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 SP68051 POSITIVE COVENANT
- 8 8870639 CHANGE OF BY-LAWS
- 9 9355991 CHANGE OF BY-LAWS
- 10 9842724 CHANGE OF BY-LAWS
- 11 AA640147 CHANGE OF BY-LAWS
- 12 AC560954 CHANGE OF BY-LAWS
- 13 AD23782 CHANGE OF BY-LAWS
- 14 AD739055 CHANGE OF BY-LAWS
- 15 AE361610 CHANGE OF BY-LAWS
- 16 AE947570 CHANGE OF BY-LAWS
- 17 AG577013 CHANGE OF BY-LAWS
- 18 AI838923 CHANGE OF BY-LAWS
- 19 AI839367 CHANGE OF BY-LAWS
- 20 AJ862521 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

170981

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP68051

PAGE 2

SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

21 AK757845 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 68051

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 79		2 - 73		3 - 73		4 - 73	
5 - 75		6 - 72		7 - 63		8 - 63	
9 - 63		10 - 75		11 - 85		12 - 206	

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Strata Schemes (Freehold Development) Act 1973
Strata Schemes (Leasehold Development) Act 1986

**SURVEYORS CERTIFICATE
AEL J BURC**

P.O. BOX 683 ROCKDALE 22 16

LGA: SUTHERLAND SHIRE
Suburb/
Locality : MIRANDA

Suburb/ Locality

MIRANDA

Registered:  LS 20-6-2002
Purpose: STRATA PLAN

Purpose: STRATA PLAN

Parish : SUTHERLAND
County: CUMBERLAND

County:

CUMBERLAND

Last Plan: DP 1041628

Last Plan: DP 10416

[illegible]

Suburban No. 14102-2015

Product designed by Ernest H. Lohr, Jr. of 2000
Lakehurst Road, Lakehurst, N.J.

Best-Kept Secret of the Past Decade

Complete in Color & Impassioned

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT	
UNIT	ENTITLEMENT
1	79
2	75
3	75
4	75
5	75
6	72
7	63
8	63
9	63
10	75
11	85
12	206
AGGREGATE	1000

Model By-laws adopted for this scheme
(insert type being adopted, eg Residential)
Keeping of Animals: Option A/B/A
Schedule of By-laws in 22 streets filed with planning officer
By-laws apply
Scheme not enforceable & impracticable

* Decide if implement.
 * State whether dealing or plan, and quote registered number.

SEVEN

FOR LOCATION PLAN SEE SHEET 2

Name of, and "address for service of notices on the Owners Corporation"
"Address required on

THE OWNERS OF STRATA PLAN NO. 68051
94 KARIMBLA ROAD MIRANDA NSW 2228

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

CHORDAN (THE SECTION 90B OF THE CONVEYANCING ACT, 1919 AND 57(3) STRATA SCHEMES (GRIEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE :
POSITIVE COVENANT

SIXTH FLOOR AND DELIVERED
TO THE OFFICE OF THE
ST. LOUIS BANK LIMITED
(A/CN 355 513 377) by its
attorneys under power of
attorney registered No. 126
Book 4182



Address: 1234 Main St
 City: Anytown
 State: CA
 Zip: 90210
 Phone: (555) 123-4567
 E-mail: john.doe@example.com
 Date: 10/26/2023
 Signature: [Signature]
 Printed Name: John Doe
 Position Held: President

Author: Lisa Xian
Print Name: Lisa Xian
Position: Head
Credit Analyst:

WITNESS
Prin Name: Esther Ponso Ibrahim

(DIRECTOR)

SURVEYOR'S REFERENCE: 1350SP02

Photo Drawing only to appear in this space

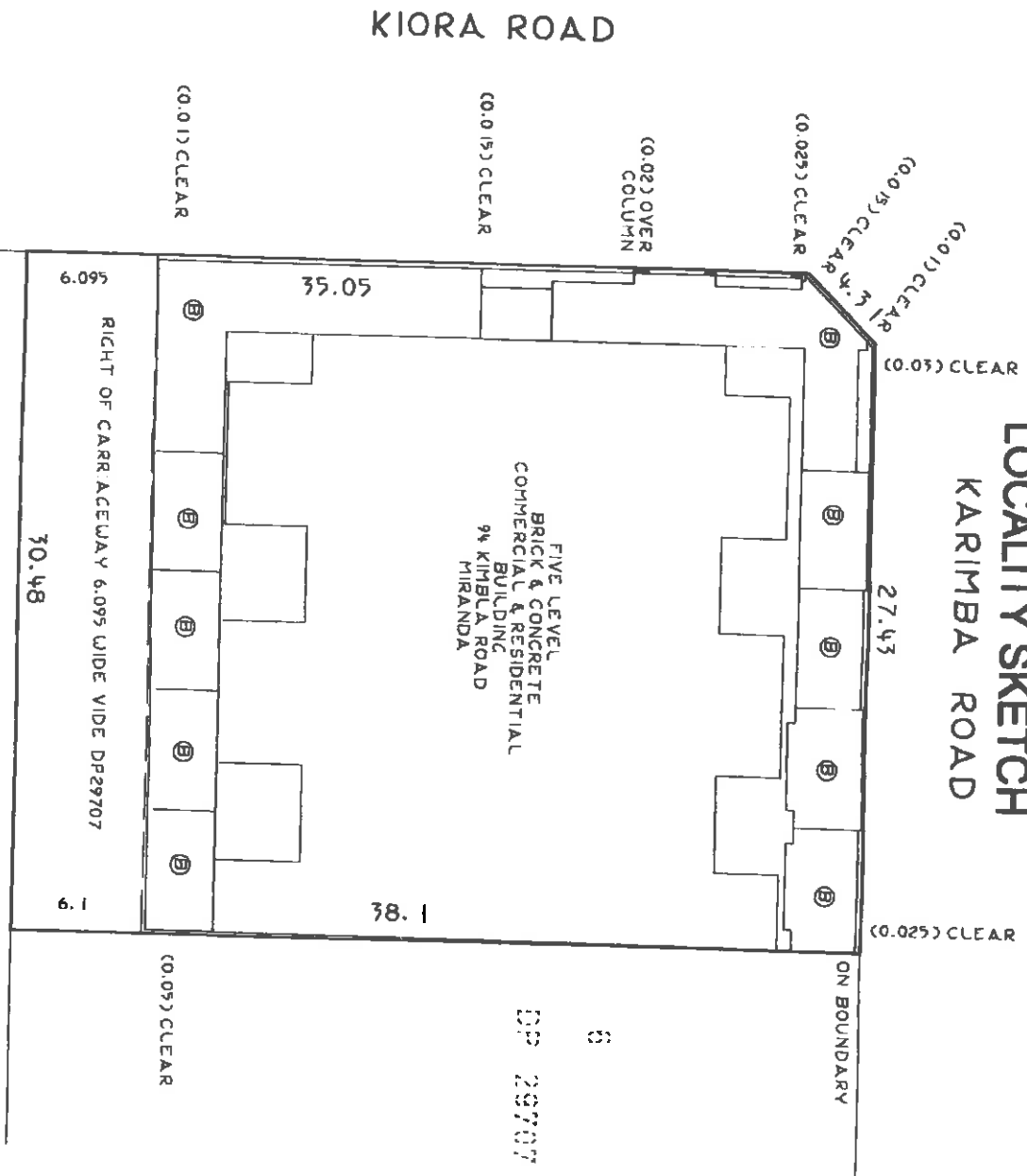
2017-2018

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 7 Sheets

LOCALITY SKETCH KARIMBA ROAD

SP68051



SP 13021

Reduction Ratio 1: 200

Lengths are in metres

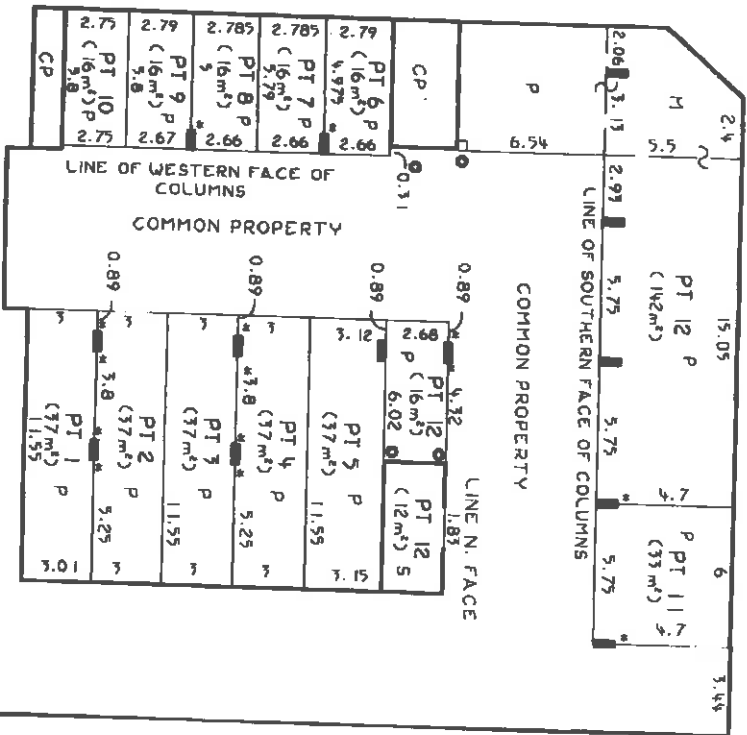


Registered Surveyor
 SURVEYOR'S REFERENCE : 1350SP
 Authorized Person General Manager/Accredited Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 7 Sheets

SP68051



LEVEL ONE

- CP DENOTES COMMON PROPERTY
- * DENOTES DISTANCE FROM CENTRE OF 250WIDE COLUMN
- DENOTES DISTANCE FROM CORNER OF WALL
- P DENOTES PARKING SPACE
- S DENOTES STORAGE SPACE
- M DENOTES PARKING/STORAGE SPACE

Reduction Ratio 1: 200

Lengths are in metres



M. P. O. O. O.
Registered Surveyor

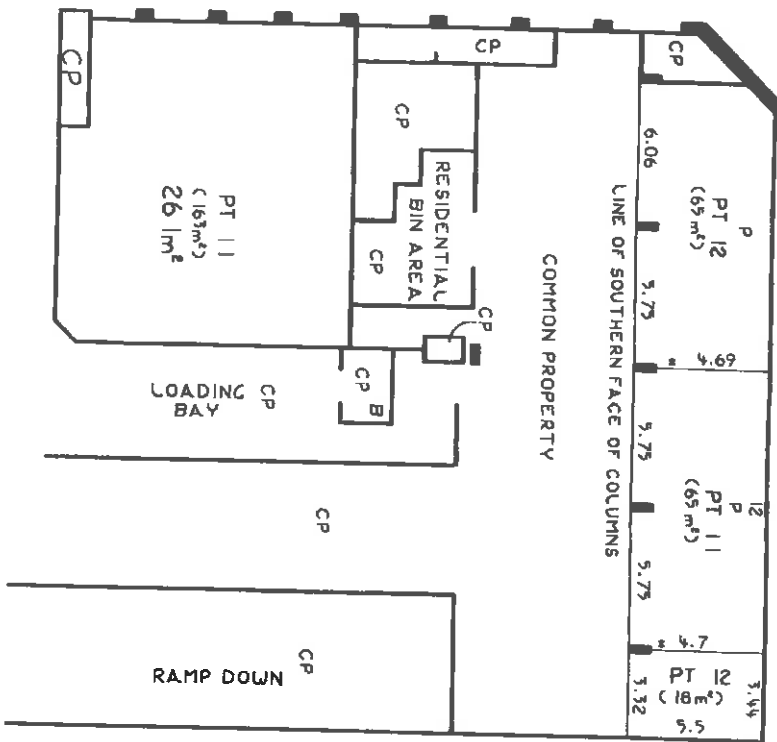
Authorised Person General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 1350SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 7 Sheets

SP68051



LEVEL TWO

- CP DENOTES COMMON PROPERTY
- * DENOTES DISTANCE FROM CENTRE OF 250 WIDE COLUMN
- P DENOTES PARKING SPACE
- B DENOTES COMMERCIAL BIN AREA

Reduction Ratio 1: 200

Lengths are in metres



M. J. G. G. G.
 Registered Surveyor

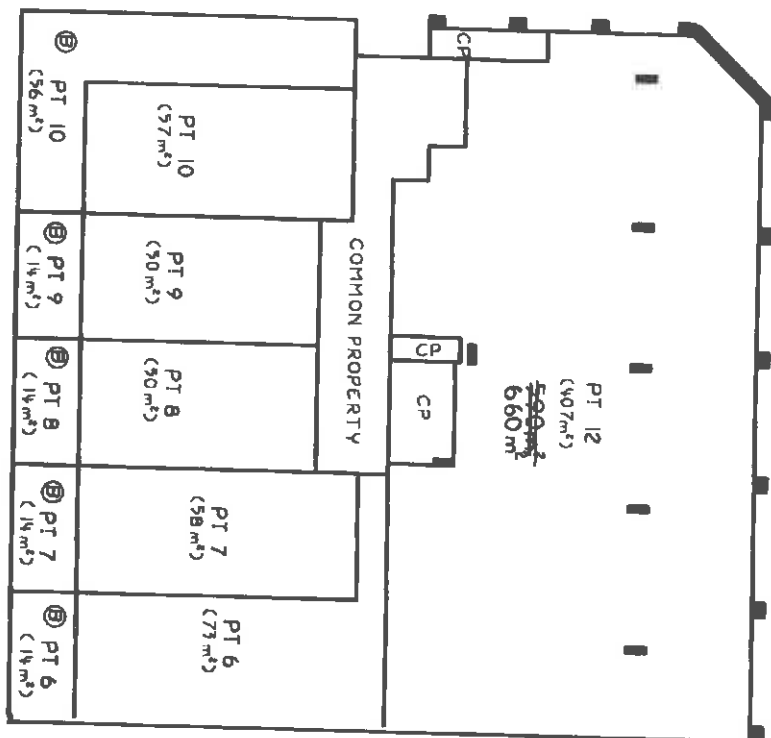
Authorised Person General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 1350SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 7 Sheets

SP68051



LEVEL THREE

Ⓟ DENOTES BALCONY
 CP DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS LIMITED IN HEIGHT TO THREE METRES ABOVE THE UPPER SURFACE OF THERE RESPECTIVE CONCRETE HADRSTANDS.

Reduction Ratio 1: 200

Lengths are in metres



M. J. O'Connell
 Registered Surveyor

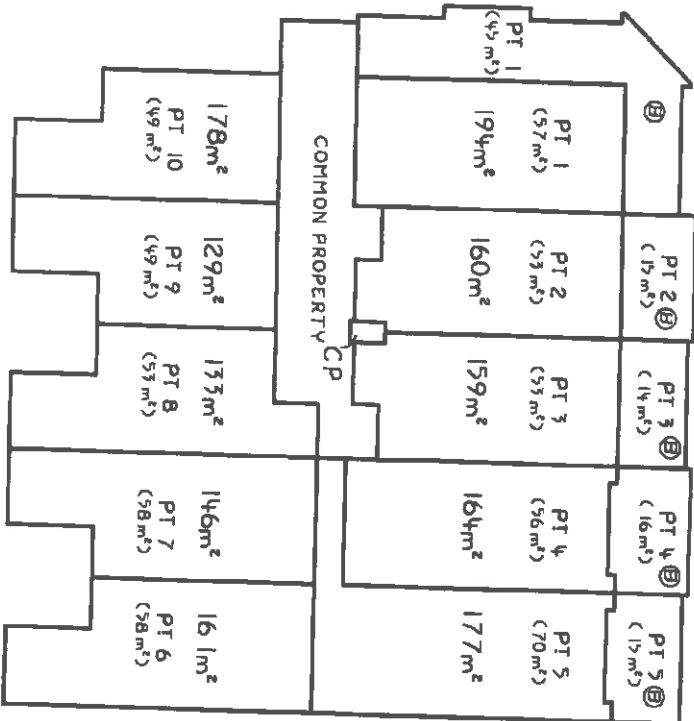
Authorised Person General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 7350SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 7 Sheets

SP68051



LEVEL FOUR

ⓑ DENOTES BALCONY
 CP DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS LIMITED IN HEIGHT TO THREE METRES ABOVE THE UPPER SURFACE OF THERE RESPECTIVE CONCRETE HADRSTANDS.

Reduction Ratio 1: 200

Lengths are in metres



M. G. G. G.
 Registered Surveyor

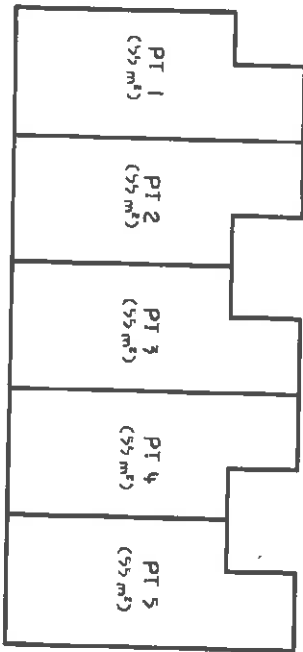
Authorized Person General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 1350SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 7 Sheets

SP68051



LEVEL FIVE



Reduction Ratio 1: 200

Lengths are in metres



M. J. O'Connell
Registered Surveyor

AR
Authorised Person General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 1850SP

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO
BE CREATED OR RELEASED, AND PROFITS A PRENDRE,
RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS
PURSUANT TO SECTION 88B, OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

sheet 1 of 3 sheets

PLAN

Strata Plan of Subdivision of
Lot 200 in DP 10 41628
covered by Council General
Manager's Certificate

SP68051

No..... of.....

PART 1

Full name and address of
proprietors of the land.

DAYHO Pty Limited
9 Banksia Ave
Banksia NSW 2216
A.C.N. 077 160 966

1. Identity of easement firstly
referred to in abovementioned plan.

Positive Covenant

Schedule of lots etc. affected.

Lot Burdened.

Lots benefited, relevant roads, bodies
or prescribed authorities

Common Property

Local Government Authority of
Sutherland Shire

PART 2

Terms of easement, profit a prendre, restriction, or positive covenant firstly
referred to in the to in the plan.

1. The proprietors of Common Property hereby burdened with respect to the detention facility described in Stormwater Drainage Plan Haddad Khaicy Partners Reference number 2592C sheets 1, 2 3 and 4 dated 18/05/01

as prepared by
and certified by

on

(Council's File Ref:

held in the offices of **Local Government Authority of Sutherland Shire**,
(hereafter called the 'Council'), of Eaton Street Sutherland shall:

Approved by the

Local Government Authority of Sutherland Shire

ACCREDITED CERTIFIER
REF. 302551


General Manager/ Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO
BE CREATED OR RELEASED, AND PROFITS A PRENDRE,
RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS
PURSUANT TO SECTION 88B, OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

sheet 2 of 3 sheets

PLAN

Strata Plan of Subdivision of
Lot 200 in DP1041628
covered by Council General
Manager's Certificate

SP68051

No..... of.....

- a) Permit stormwater to be temporarily detained in the detention facility.
 - b) Keep the detention facility clean and free from silt, rubbish and debris.
 - c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.
 - d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
 - e) Not to make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.
 - f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the Clause.
 - g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.
- 2) In the event of the proprietor/s failing to comply with the terms of any written notice served with respect to the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment carry out any work required to ensure the safe, efficient operation of the system and recover from the proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
- 3) In this Covenant "Council" means the Local Government Authority of Sutherland Shire.

Approved by the

Local Government Authority of Sutherland Shire

ACCREDITED CERTIFIED

REF: 302551


General Manager/ Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO
BE CREATED OR RELEASED, AND PROFITS A PRENDRE,
RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS
PURSUANT TO SECTION 88B, OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

sheet 3 of 3 sheets

PLAN

Strata Plan of Subdivision of
Lot 200 in DP1041628
covered by Council General
Manager's Certificate

SP68051

No..... of.....

Name of person empowered to release, vary or modify restriction or positive
covenant firstly referred to in the plan

Local Government Authority of Sutherland Shire. The cost and expense of any
such release, variation or modification shall be borne by the person or corporation
requesting same in all respects.

The Common Seal of Dayho
Pty. Ltd. A.C.N. 077 160 966
was hereunto affixed by
resolution of the Directors in
the presence of:



[Signature]

Director

[Signature]

Signature of Witness

[Signature]

Secretary

SIGNED SEALED AND DELIVERED

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

ATTORNEY
Print Name:
Position Held:

[Signature]
David Malcolm Matheson
Credit Administration Manager

ATTORNEY
Print Name:
Position Held:

[Signature]
Lisa Xian
Credit Analyst

WITNESS
Print Name:

[Signature]
PETER GILCINER

Approved by the
Local Government Authority of Sutherland Shire

ACCREDITED CERTIFIED
REF: 302551

[Signature]
General Manager/ Authorised Person

REGISTERED  18 20.62.002

BY - LAWS

SP68051

Mixed Use Schemes
94 Karimbla Rd Miranda

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the 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

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

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 written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or

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(d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) 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, the owner of a lot must:

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

6 Behaviour of owners and occupiers

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 and their 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

Sheet 2 of 7

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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

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

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

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

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (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) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

Sheet 4 of 7

SP68051

16 Keeping of animals

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

Option A

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

Option B

- (1) Subject to section 49 (4), an owner or occupier of a residential 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 residential lot or the common property.
- (3) If an owner or occupier of a residential 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.

Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) 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

Sheet 5 of 7

SP68051

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

19 Preservation of fire safety

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

20 Prevention of hazards

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

21 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) commercial cleaning,
 - (e) domestic services,
 - (f) garbage disposal and recycling services,
 - (g) electricity, water or gas supply,
 - (h) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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.

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22 Exclusive Use

The use of the loading bay and commercial bins is for the exclusive use of the commercial lots 11 and 12.

23 Controls on hours of operation and use of facilities

- (1) The owners corporation may only, by reference to any development consent conditions granted by the local government authority or other relevant government agency, make any of the following determinations:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property and servicing the commercial lots may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

A. Bat (DIRECTOR)
(DIRECTOR) *[Signature]*
• Signature / * seal of original owner / * agent



[Signature]
Signature of witness

ALBERT J WHITEHEAD
18 ARTHUR STREET
STRAITHFIELD
Albert Whitehead
Name, address and occupation of witness

Sutherland Shire council has consented to the by-laws set out in this instrument

SIGNED SEALED AND DELIVERED

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

General Manager/ Authorised Person
Accreted Certifier

[Signature]
ATTORNEY David Malcolm Matheson
Print Name: Credit Administration Manager
Position Held:

Sheet 7 of 7

ATTORNEY
Print Name:
Position Held:

[Signature]
Lian Xian
Credit Analyst

WITNESS

Print Name:

[Signature]
NEVER GILLINGS
132062002

REGISTERED



Fees - (2)
 Lodgment 1/10/1
 Endorsements 1/10/1
 Certificate
 Total 2/20/1

New South Wales

J 27 149 T J 27 149 T

MEMORANDUM OF TRANSFERRANDUM

(REAL PROPERTY ACT, 1900.)

D966912

1011612

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of One hundred and one pounds nine shillings & twopence paid by Leonard Fletcher of Miranda to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Leonard Fletcher All the estate and interests of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 27th May 1938 Registered Vol. 4234 fol. 215 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sublease Number B7381 from the Holt Sutherland Estate Company Limited to John Fletcher And doth also transfer to the said Leonard Fletcher all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sublease No. B7381 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

Indygodan

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Leonard Fletcher

may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. B7381 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for nonpayment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this ninth day of December 1928.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this ninth day of December 1928 and such Directors thereupon signed this Transfer in the presence of—

Mr. Macdonald
Secretary

John Macdonald
Secretary

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

SIGNED in my presence by the said

LEONARD FLETCHER

personally known to me—

who is

Len Fletcher

Mr. Boyle JR

D966912

No.

3 ac.

and 1/2 of Lease
Memorandum of Transfer of

Lot 7 DP 2286

at Kiora Rd. South

Shire of Sutherland
Excluding mines etc.

Lodged by

MINTER, SIMPSON & CO.,

SYDNEY

HOLT SUTHERLAND COMPANY (1933) LIMITED

Transferor.

Leonard Fletcher.

Transferee.

Particulars entered in the Register Book, Vol. 1934

Folio 215 v Lease 50990

21

the

17th

day of

March

1949.

at

minutes 12

o'clock

in the

noon.

W. Pills
Registrar General

5979

203

5979

203

Perpetual Trustee Company (Limited) 522 Co
33-39 HUNTER STREET, SYDNEY 39 HUNTER

No. 1181.

26 January 1949

RECEIVED from Leonard Fletcher

the sum of One hundred & one pounds
being the purchase money for the fee
simple of all that piece of land situate in the Parish of Sutherland and
County of Cumberland being the whole of the land comprised in

Sub-Lease No. B738 dated 12 October 1923

from the Holt Sutherland Company Limited to
John Fletcher

and part of the land comprised in Memorandum of Lease registered
No. 50990.

101-9-2

13
Cashier



R.P. 13. NG 138020
New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



Fast: 1 2 4
Lodgment 1:10
Endorsement 2:10
Certificate 2:10
Plan 1:10
Gross 1:10
Net 1:10
13-10-0
25-8-54

(Transfers must not be disclosed in this transfer.)

Typing or handwriting in this instrument should be in accordance with the following rules:—
1. The instrument should be typed or written in ink on a permanent blank or blue-lined paper.
2. The instrument should be typed or written in ink on a permanent blank or blue-lined paper.

3. The instrument should be typed or written in ink on a permanent blank or blue-lined paper.
4. The instrument should be typed or written in ink on a permanent blank or blue-lined paper.

5. If to two or more, state whether as joint tenants or tenants in common.

6. If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.P.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

7. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P." or "being the residue of the land in certificate or certificates registered at L.P.O."

8. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.P.O. Act, 1910, should accompany the transfer.

9. Strika out if unnecessary. Covenants should comply with Section 86 of the Conveyancing Act, 1919-1924. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

10. A very short and simple statement of the facts of the case.

11. If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see back of form.

12. Repeat attestation if necessary.

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

I, **LEONARD FLETCHER** of Miranda, Smallgoodsman,
with consent of wife
(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **THREE THOUSAND POUNDS** (£3,000) (the receipt whereof is hereby acknowledged) paid to me by **BERTIE MACLEAN CHRISTIAN** of 244 President Avenue Miranda, Builder,

do hereby transfer to the said transferee
All such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	PART	5979	203	Being Lot A in plan annexed hereto marked with the letter X

And the transferee covenants with the transferor for himself his heirs and assigns hereby for the benefit of the adjoining land of the transferor but only during the ownership thereof by the transferor his executors administrators and assigns other than purchasers on sale covenants with the transferor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the transferor or his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor his executors administrators or assigns and in favour of a person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. The land to which the benefit of the herein stated covenant is appurtenant shall be the adjoining land of the transferor. The land which is subject to the burden of the herein stated covenant is the land hereby transferred. The person having the right to release vary or modify the herein stated covenant is the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO:
Reservation of mine and minerals as in Transfer D 944 912.

Signed at *Cronulla* the 30th day of July 1954.

Signed in my presence by the transferor
LEONARD FLETCHER
WHO IS PERSONALLY KNOWN TO ME
Leonard Fletcher
Transferor.

Signed
389009

Signed in my presence by the transferee
BERTIE MACLEAN CHRISTIAN
WHO IS PERSONALLY KNOWN TO ME
B M Christian
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by party injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the attention being verified by signature of initials in the margin, or noticed in the attestation.

St. 201—W. K. 1166 A. N. 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200.

G 138020

LODGED BY ELLIOT, SERISIER & BARCLAY
SOLICITORS
87 CRONULLA STREET
CRONULLA

No.

CONSENT OF MORTGAGEE¹

(N.B.—Before execution read marginal note.)

The Commercial Bank of Australia Limited

mortgage under Mortgage No. D966914
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage, and without prejudice to any other accretion given by the mortgage, or the said Bank in respect of any principal and interest money advanced to be thereby secured.

¹ This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at Sydney this 13th day of August 1954.

Signed in my presence by SYDNEY REDDROP

AS THE DULY CONSTITUTED ATTORNEY OF THE
COMMERCIAL BANK OF AUSTRALIA LIMITED

THE COMMERCIAL BANK OF AUSTRALIA LIMITED
By its Attorney

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 40428 Miscellaneous Register under the authority of which he has first executed the within instrument.

Signed at Sydney the 13th day of August 1954.

Signed in the presence of

¹ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS¹

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

¹ To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Coroner, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER (Subject to covenant)	DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book. Volume 4979 Folio 403	Received Docs. Nos. 112
Passed (in S.D.B.) by <i>[Signature]</i>	the 13th day of September 1954 at minutes past 12 o'clock in the noon	Receiving Clerk. <i>[Signature]</i>
Signed by <i>[Signature]</i>	Registrar-General.	

PROGRESS RECORD.

	Particulars	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		23/11/54
Draft examined ...		26/11/54
Diagram prepared ...		26/11/54
Diagram examined ...		26/11/54
Draft forwarded ...		26/11/54
Supt. of Engravers ...		26/11/54
Cancellation Clerk ...		26/11/54
Vol. 7027 Fol. 124		

X 1245 51-457-W

EXECUTION OUTSIDE NEW SOUTH WALES.

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

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

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

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 2/- for each new Certificate of Title issued, (e) 10/- where the Transfer contains covenant purporting to affect the use of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/- for each additional folio where the Certificate exceeds fifteen folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

SHIRE OF SUTHERLAND

G 138020

Certificate of New Road or Subdivision

Local Government Act, 1919, Sec. 327, Ordinance No. 32. Form 1.

Certificate No. 68/54

No. 68/54

COUNCIL CHAMBERS,

10/-

Receipt No. 36917

SUTHERLAND

Assessment Miranda 3443

13.11.1953

7th May, 1954.

APPLICANT

(Name) Mr. G. C. Wing, Surveyor,

(Address) 4 Lucas Street,

CEBRUULLA

OWNER

(Name) Mr. Leonard Fletcher,

(Address) Kiara Road,

MIRANDA

SUBDIVISION

Lot 7, D.P. 2786, Karimbula Road into

two lots numbered A. and B.

NEW ROADS

Splayed corner

B

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed splayed corner and subdivision above described and more particularly set out on the accompanying plan ~~bearing the Council's Seal~~ and marked "Approved by the Council of the Shire of Sutherland in pursuance of Part XII of the Local Government Act 1919, Covered by Council Clerk's Certificate No. 68/54 of 7/5/54."

[Signature]
Deputy Shire Clerk

Licence: 98M111
Edition: 0008

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



8870639M

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

CP/SP 68051

(B) LODGED BY

Delivery Box 962L	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LTD PO BOX 265 HURSTVILLE NSW 2220	CODE CB
Reference (optional):		

(C) The Owners-Strata Plan No **68051** certify that pursuant to a resolution passed on
and in accordance with the provisions of—

30 JULY 2002

(D) ~~section 54 of the Community Land Management Act 1989~~

~~section~~ of the ~~Strata Schemes (Freehold Development) Act 1978~~

• section **47** of the Strata Schemes Management Act 1996

~~order No~~ of the Strata Schemes Adjudicator

~~order No~~ of the Strata Schemes Board

the by-laws are changed as follows—

(E) ~~Repealed by law No~~

Added by-law No

By-Law 23

~~Amended by-law No~~

as fully set out below.

Refer to annexure attached.

(F) The common seal of the Owners-Strata Plan No **68051**

was affixed on

31 July, 2002

in the presence of—

Signature(s):

Name(s): **EDWARD JOHN MIDDLETON**

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



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

I certify that

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

Signature of authorised officer:

[Handwritten mark]

Annexure to Change of By Laws affecting Strata Plan 68051 Date 30 July 2002

By-Law 23(Alterations & Additions to Fire Doors)

A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. **'Original Condition'** means the condition at the date of registration of the strata scheme.

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

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not

(c) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

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

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

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

E) Right to Remedy Default

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

i) carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot.



A large, stylized handwritten signature in black ink, appearing to be "M.A." or similar.

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. **H 236551**

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



Endorsement Certificate

(Trusts must not be disclosed in this transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-erasing ink.



If the estate, right or interest in the land is not the whole of the land, the transfer must be made in accordance with the required provisions.

I, **BERTIE MACLEAN CHRISTIAN** of Miranda, Burdett,

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ELEVEN THOUSAND AND FIFTY POUNDS**

(£11,050.--) (the receipt whereof is hereby acknowledged) paid to me by

VACUUM OIL COMPANY PROPRIETARY LIMITED

do hereby transfer to

VACUUM OIL COMPANY PROPRIETARY LIMITED

(herein called transferee)

Show in BLOCK LETTERS the full name, postal address and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot no. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in Certificate (or grant) registered Vol. "

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1918, should accompany the transfer.

All such my Estate and Interest in ALL THE land mentioned in the schedule following:

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	PART	7027	124	PART BEING LOTS 1 to 5 INCLUSIVE AS SHOWN ON DEPOSITED PLAN 29707.
BUT RESERVING THEREOUT a right of carriageway, as appurtenant to the land in Lots, 6, 7 and 8 in Deposited Plan No. 29707, over the strip of land 20 feet wide along the southern boundary of the subject land, such strip of land being shown as site of proposed right of way 20 feet wide on the said Deposited Plan.					

41885A (5).

And the transferee covenant(s) with the transferor for itself and its successors and assigns hereby for the benefit of the adjoining land of the transferor but only during the ownership thereof by the transferor his executors administrators and assigns other than purchasers on sale covenants with the transferor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the transferor or his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor his executors administrators or assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

The land to which the benefit of the herein stated covenant is appurtenant shall be the adjoining land of the transferor.

The land which is subject to the burden of the herein stated covenant is the land hereby transferred.

The person having the right to release vary or modify the herein stated covenant is the owner or owners for the time being of such adjoining land.

§ Strike out if unnecessary, or
reliably adjust.
(i) If any covenants are to
be created or any excep-
tions to be made; or
(ii) If the statutory cove-
nants implied by the Act
are intended to be varied
or modified.
Covenants should comply with
the provisions of Section 86 of
the Conveyancing Act, 1919
1924.

ENCUMBRANCES, &c., REFERRED TO.

Covenant contained in Transfer Number 138020.

* A very short note will suffice.

K 1102-2 11/2/95

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of each Freehold, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Consul-General, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should add his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Cronulla the 16th day of June 1959.
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]
[Signature]
Cronulla

B. M. B. Lushman
Transferor.

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

THE COMMON SEAL OF VACUUM OIL

Signed in my presence by the transferee.

WHO IS PERSONALLY KNOWN TO ME

COMPANY PROPRIETARY LIMITED

was heretofore affixed in the presence of:

[Signature]
[Signature]
SECRETARY

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. Acquiescence by the Solicitor or Conveyancer (who must sign his own name, and not that of the firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

R 1145-3 & 1076-3

H 236551

No. _____

LODGED BY SINCLAIR & LEAHY
SOLICITORS
126 Phillip Street
Sydney

FEE.

The Fee, which is payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £5 in £d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £5 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £5 10s. £d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the foregoing exceeds 15 folios, an amount of 6s. per folium, extra 6s. is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
Received _____ Does.
Non.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I, _____, do hereby release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The Mortgage should execute a partial discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 ____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by	Volume <u>7027</u> Folio <u>124</u>
Signed by	<u>M.P.D.</u> <u>26th day of January 1960</u> at <u>30 minutes past 2 o'clock in the afternoon</u> <u>Registrar-General</u>

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<u>26</u>	<u>8/17</u>
Draft examined	<u>26</u>	<u>8/17</u>
Diagram prepared	<u>26</u>	<u>8/17</u>
Diagram examined	<u>26</u>	<u>8/17</u>
Draft forwarded		
Supt. of Engraving		
Cancellation Clerk		
Vol. <u>7838</u> Fol. <u>181</u>		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Licence: 98M111

Edition: 0008

CHANGE OF BY-LAW

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



9355991V

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

CP/SP 68051

(B) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

CODE

NETWORK STRATA SERVICES PTY LTD
PO BOX 265 HURSTVILLE NSW 2220

Reference (optional):

CB

(C) The Owners-Strata Plan No **68051**
and in accordance with the provisions of—

certify that pursuant to a resolution passed on

7TH JANUARY 2003

(D) • ~~section 54 of the Community Land Management Act 1989~~

• ~~section~~ of the Strata Schemes (Freehold Development) Act 1973

• section **47** of the Strata Schemes Management Act 1996

• ~~order No~~ of the Strata Schemes Adjudicator

• ~~order No~~ of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No

Added by-law No

By-Law 24.

Amended by-law No

as fully set out below.

Refer to annexure attached.

(F) The common seal of the Owners-Strata Plan No **68051**

was affixed on

9 January, 2003

in the presence of—

Signature(s):

Name(s):

EDWARD JOHN MIDDLETON

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

(G) COUNCILS CERTIFICATE UNDER SECTION 58(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

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

Signature of authorised officer:



[Handwritten mark]

Annexure to change of By Laws affecting Strata Plan 68051 Dated 7 January 2003
Installation of Air-Conditioners

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
- (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
- (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
- (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) the air-conditioner and all filters must be regularly cleaned by the owner;
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.



Licence: 98M111
Edition: 0008

CHANGE OF BY-LA

New South Wales
Strata Schemes Management Act
Real Property Act 1900



9842724F

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

CP/SP 68051

(B) LODGED BY

Delivery Box 962L	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LTD PO BOX 265 HURSTVILLE NSW 2220 Reference (optional):	CODE CB
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(C) The Owners-Strata Plan No 68051 certify that pursuant to a resolution passed on and in accordance with the provisions of—

19 JUNE 2003

(D) • ~~section 54 of the Community Land Management Act 1989~~

• ~~section~~ of the Strata Schemes (Freehold Development) Act 1973

• section 47 of the Strata Schemes Management Act 1996

• ~~order No~~ of the Strata Schemes Adjudicator

• ~~order No~~ of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by law No

Added by-law No

By-Law 25

Amended by law No

as fully set out below.

By-Law 25 (Rectification of Settlement Cracks)

- Pursuant to Section 62 (3), the Owners Corporation will not be responsible to repair any damage or defect to the common property walls or ceilings within any lot space provided that:
 - Any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building/s;
 - the damage has not been caused by impact or other insurable events;
 - the damage has no material effect upon the utility of a lot.
- If a dispute arises with the owner of a lot in the strata scheme in respect of subclause 1(a), a structural engineer must make the decision as to whether the subject damage or defect is the result of settlement or shrinkage or is a structural or other defect.
- If a structural engineer is appointed pursuant to clause 2, the professional costs shall be borne by the Owners Corporation if the damage or defect is determined to be a structural defect, or by the owner of the subject lot if the damage or defect is determined to be caused by settlement or shrinkage.

(F) The common seal of the Owners-Strata Plan No 68051 was affixed on

in the presence of—

30 June, 2003

Signature(s):

Name(s): EDWARD JOHN MIDDLETON

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



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

I certify that

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

Signature of authorised officer:

Handwritten signature/initials

CHANGE OF BY-LAWS



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

AA640147U

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

CP/SP68051

(B) LODGED BY

Delivery
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LTD
PO BOX 265 HURSTVILLE NSW 2220

Reference (optional):

CODE

CB

(C) The Owners-Strata Plan No

68051

certify that pursuant to a resolution passed on 15/03/04

and in accordance with the provisions of—

(D) ~~section 54 of the Community Land Management Act 1989~~

• ~~section~~

~~of the Strata Schemes (Freehold Development) Act 1973~~

• section

52

of the Strata Schemes Management Act 1996

• ~~order No~~

~~of the Strata Schemes Adjudicator~~

• ~~order No~~

~~of the Strata Schemes Board~~

the by-laws are changed as follows—

(E) ~~Repealed by law No~~

Added by-law No

Exclusive Use By-Law 26

~~Amended by law No~~

as fully set out below.

Refer to pages attached:

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

68051

was affixed on 29 March, 2004

in the presence of—

Signature(s):

Name(s):

EDWARD JOHN MIDDLETON

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



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

I certify that

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

Signature of authorised officer:

Annexure To Exclusive Use By-Law 26 – Strata Plan 68051
Passed 15th March 2004

By-Law 26 (Exclusive Use – Installation of Signage, Lot 11, Shop 3)

The owners for the time being of lot 11 within the strata scheme and any persons authorised by them from time to time are hereby granted consent to erect advertising signs on the common property façade as per the photos attached (hereinafter referred to as "The Signage"), subject to the following terms and conditions:

- (a) The owners of lot 11 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) The signage must be maintained in good order and condition and in a clean and tidy state by the owner or occupier of lot to which the sign services at no cost to the owners corporation;
- (c) the owners of lot 11 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the signage;
- (d) the installation of the signage must be effected in a workmanlike manner by licensed and insured tradespersons;
- (e) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the signage must be forthwith made good by the owners of lot 11 at no cost to the owners corporation;
- (2) in the event the owner or occupier of lot 11, after notice, fails to comply with terms and conditions (a) to (e) hereof then the owners corporation may terminate the right of the owner to install the signage and all rights conferred by the By-Law will lapse forthwith;
in the event that the owners corporation terminates the right of the owner of a lot to install the signage pursuant to subclause (f) then all costs of removal of the signage and reinstatement of the common property shall be due and payable to the owners corporation by the owners of the respective lot via their strata levies.



A handwritten signature in black ink, consisting of a stylized 'M' followed by a long horizontal stroke.

The Secretary, Owners Corporation
Strata Plan 68051
C/- Network Strata Services
PO Box 265
Hurstville NSW 2220

Dear Sir/Madam,

RE: Consent to Exclusive Use By-Law

I/we Dayho Pty Limited the owners of lot 11 in Strata Plan 68051 hereby consent to the exclusive use By-Law passed by the Owners Corporation at a general meeting held 15th March 2004 in the following form;

By-Law 26 (Exclusive Use – Installation of Signage, Lot 11, Shop 3)

The owners for the time being of lot 11 within the strata scheme and any persons authorised by them from time to time are hereby granted consent to erect advertising signs on the common property façade as per the photos attached (hereinafter referred to as "The Signage"), subject to the following terms and conditions:

- (a) The owners of lot 11 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
- (b) The signage must be maintained in good order and condition and in a clean and tidy state by the owner or occupier of lot to which the sign services at no cost to the owners corporation;
- (c) The owners of lot 11 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the signage;
- (d) The installation of the signage must be effected in a workmanlike manner by licensed and insured tradespersons;
- (e) Any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the signage must be forthwith made good by the owners of lot 11 at no cost to the owners corporation;
- (2) In the event the owner or occupier of lot 11, after notice, fails to comply with terms and conditions (a) to (e) hereof then the owners corporation may terminate the right of the owner to install the signage and all rights conferred by the By-Law will lapse forthwith;
- (3) In the event that the owners corporation terminates the right of the owner of a lot to install the signage pursuant to subclause (f) then all costs of removal of the signage and reinstatement of the common property shall be due and payable to the owners corporation by the owners of the respective lot via their strata levies.

 -DIRECTOR

Date: JEFF BARTON



3 of 3



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CHANGE OF BY-LAW

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



AC560954H

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

CP/SP68051

(B) LODGED BY

Delivery
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LIMITED,
P.O. BOX 265,
HURSTVILLE BC NSW 1481

Reference (optional): 123421L

CODE

CB

(C) The Owners-Strata Plan No 68051 certify that pursuant to a resolution passed on 05 July 2006
and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 27
Amended by-law No NOT APPLICABLE
as fully set out below.
As set out in Annexure A

(F) The common seal of the Owners-Strata Plan No 68051
was affixed on 14 August 2006 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

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



(G) COUNCILS CERTIFICATE UNDER SECTION 58(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out
herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 2

LAND AND PROPERTY INFORMATION NSW

Annexure A to CHANGE OF BY-LAWS

Parties:

SP68051

Dated: 14 August 2006

Special By-Law 27 (Access for Inspection of Fire Services)

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

i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);

ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to 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;

i) Carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) 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.



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CHANGE OF BY-

New South Wales
Strata Schemes Management
Real Property Act 1996



AD23782J

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property
CP/SP 68051

(B) LODGED BY

Delivery
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LIMITED,
P.O. BOX 265,
HURSTVILLE BC NSW 1481

Reference (optional): 123421L

CODE

CB

(C) The Owners-Strata Plan No 68051

certify that pursuant to a resolution passed on 14 March 2007

and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE

Added by-law No Special 28

Amended by-law No NOT APPLICABLE

as fully set out below.

As set out in Annexure A

(F) The common seal of the Owners-Strata Plan No 68051

was affixed on 20 March 2007

in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

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



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

I certify that

has approved the change of by-laws set out

herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 2

LAND AND PROPERTY INFORMATION NSW

Annexure A to CHANGE OF BY-LAWS

Parties:

SP 68051

Dated: 20 March 2007

Special By-Law 28: Installation of Skylights in Lot 6

1. Despite any other by-law and on the conditions set out in this by-law, the owner for the time being (the "Owner") of Lot 6 (the "Lot") shall have a special privilege in respect of the common property to install and keep at least one and up to three skylights in the roof of the Lot on level 4 and a right of exclusive use of that part of the common property affected by the installation of the skylights.
2. The skylights may only be installed and kept affixed to the common property roof of the Lot on the condition that:
 - a) The Owner ensures that the installation of the skylights is carried out in a good and workmanlike manner by licensed and insured contractors in compliance with the Building Code of Australia and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
 - b) The Owner must ensure that the skylights are of such a quality and are installed and kept in such a manner as to comply with all relevant fire safety regulations in respect of the level 4 roof;
 - c) The skylights installed in the level 4 roof must have an external appearance after installation in keeping with the external appearance of the level 4 roof;
 - d) The Owner must ensure that, throughout the installation of the skylights, so far as is reasonably practicable, the work involved in installing the skylights is performed wholly within the Lot and must remove all debris from the building resulting from the installation of the skylights as soon as practicable; and
 - e) The Owner must keep the skylights clean and in a state of good and serviceable repair and must, at the cost of the Owner, repair or replace any worn out or damaged part or the whole of any or all of the skylights as soon as practicable after that skylight becomes damaged, defaced or worn out.
3. The Owner is liable for any damage caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a result of the installation of the skylights and/or keeping of the skylights affixed to the common property level 4 roof of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
4. The Owner must indemnify the owners corporation against any loss or damage, cost, charge or expense incurred or sustained by the owners corporation as a result of or arising out of the installation of the skylights, including without limitation any liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of any property of the Owner.
5. If an extraordinary general meeting is convened solely for the purpose of considering the adoption of this by-law, the Owner must pay the reasonable costs of the owners corporation in convening that extraordinary general meeting.
6. The Owner must pay all of the costs of registering this by-law.



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CHANGE OF BY-LAW

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



AD739055A

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property
CP/SP 68051

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
573X	NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481	CB
	Reference (optional): 123421L	

- (C) The Owners-Strata Plan No 68051 certify that pursuant to a resolution passed on 04 July 2007 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 29-31
Amended by-law No NOT APPLICABLE
as fully set out below.

As set out below and in Annexure A & B

RESOLVED that the Owners Corporation change the official mailing address for the strata scheme to C/- Network Strata Services, PO Box 265, Hurstville NSW BC 1481 for the receipt of all correspondence on behalf of the Owners Corporation.

- (F) The common seal of the Owners-Strata Plan No 68051 was affixed on 03 December 2007 in the presence of—

Signature(s):

Name(s): ROBERT HARRIS

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



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

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 3

LAND AND PROPERTY INFORMATION NSW

Annexure A to CHANGE OF BY-LAWS

Parties:

68051

Dated: 3 December 2007

Special By-Law 29 (Compensation to Owners Corporation)

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, 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.



Annexure B to CHANGE OF BY-LAWS

Parties:

68051

Dated: 3 December 2007

Special By-Law 30. (Absolution of Garage Door Motor Maintenance)
Pursuant to Section 62 (3), the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace any garage door motor and all associated components attached to each individual garage door to each lot at the strata scheme.

Special By-Law 31 - (Exhaust Fans)
Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.



Form: 15CB
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CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 19
Real Property Act 1900

AE361610C

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP 68051				
(B) LODGED BY	<table border="1"><tr><td>Delivery Box 573X</td><td>Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L</td></tr></table>	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE BC NSW 1481 Reference (optional): 123421L				
CODE CB					

(C) The Owners-Strata Plan No 68051 certify that pursuant to a resolution passed on 08 July 2008
and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No special 32 & 33
Amended by-law No NOT APPLICABLE
as fully set out below.

As set out in Annexure A & B

(F) The common seal of the Owners-Strata Plan No 68051
was affixed on 21 August 2008 in the presence of—

Signature(s):



Name(s): ROBERT HARRIS

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



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

I certify that _____ has approved the change of by-laws set out
herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 3

LAND AND PROPERTY INFORMATION NSW

Annexure A to CHANGE OF BY-LAWS

Parties:

68051

Dated: 21 August 2008

Special By-Law 32 (Payment of Insurance Excesses)

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

(i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

(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.

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied 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.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D) (i) above, all charges imposed by this By-law shall stand.

E) 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 any insurance excess outlined in clause C) (i) 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;



Annexure B to CHANGE OF BY-LAWS

Parties:

68051

Dated: 21 August 2008

Special By-Law 33. (Treatment of Mould By-Law)

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:

There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;

no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;

the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in subclauses a) and b) do not exist.

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

Page 3 of 3



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CHANGE OF BY-LAW
New South Wales
Real Property Act 1900



AE947570W

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

(A) TORRENS TITLE	For the common property CP/SP 68051	
(B) LODGED BY	Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited P.O. BOX 265 Hurstville BC NSW Reference: 123421L
	CODE CB	

- (C) The Owners-Strata Plan No. 68051 certify that pursuant to a resolution passed on 21 July 2009 and
(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL 34
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 68051 was affixed on 04 August 2009 in the presence of—
Signature(s): *D McKinsty*
Name(s): Derek McKinsty
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer:
Name of authorised officer: _____ Position of authorised officer: _____



Annexure A Change of By-Laws

Parties: 68051

Dated: 04/08/2009

By-Law 34 (Installation of Batts)

The owners in the strata scheme are granted exclusive use and enjoyment of that part of the common property roof space above the lounge room, bathroom, bedroom, kitchen that is required to install Insulation Batts, no greater than 150mm in height, to service the lounge room, bathroom, bedroom, kitchen subject to the following terms and conditions:

- (a) The owners must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (b) the installation must be undertaken and maintained so as to comply with all current and future fire safety regulations without claim on the Owners Corporation;
 - (c) the installation must be effected in a workmanlike manner by licensed, insured and appropriately trained Occupational Health & Safety tradespersons;
 - (d) any damage to common property that occurs during, or results from, the installation must be forthwith made good by the owners at no cost to the Owners Corporation;
 - (e) the owners shall alone be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the installation herein referred to;
 - (f) it is acknowledged that any benefit and burden flowing from this approval shall flow to any future owners;
 - (g) all costs incidental to the conduct of a general meeting to consider this By-Law and, in the event of approval, to the preparation, lodgement and registration of the By-Law shall be met by the owner in the strata scheme.
- (2) In the event that the owner, after notice, fails to comply with any matters set out in conditions (a) to (g) hereof then the Owners Corporation may terminate the right of the owner to install such devices.



D M McIntyre

04.08.09

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CHANGE OF BY-LAWS
New South Wales
Real Property Act 1900



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

(A) TORRENS TITLE	For the common property	
	CP/SP 68051	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and LLPN if any
	573X	Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 68051
		CODE CB

- (C) The Owners-Strata Plan No. 68051 certify that pursuant to a resolution passed on 13 July 2011 and
- (D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. 10, 11
Added by-law No. SPECIAL 35, 36, 37
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 68051 was affixed on 11 October 2011
- Signature(s):
- Name(s): Stephen Brell
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0612

60

Annexure A Change of By-Laws
Parties SP: 68051
Dated: 13/07/2011



10. Hanging out of washing (Repeal existing Strata By-law 10 and replace it with)

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: *washing* includes any clothing, towel, bedding or other article of a similar type.

11. Cleaning windows and doors (Repeal existing Strata By-law 11 and replace it with)

- (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.

Special By-Law 35 - Service of Documents by Owners Corporation

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 68051
- (i) **SMS** means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

Annexure A Change of By-Laws

Parties SP: 68051

Dated: 13/07/2011

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. 36 - Preservation of fire safety

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

Annexure A Change of By-Laws

Parties SP: 68051

Dated: 13/07/2011

Special By-Law No. 37 - Delivery of Executive Committee Notices & Minutes

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;

- (1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;
- (b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
- (2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.



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CHANGE OF BY-LAWS
New South Wales
Real Property Act 1900



AI838923X

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(A) TORRENS TITLE

For the common property

CP/SP 68051

(B) LODGED BY

Document
Collection
Box

573X

Name, Address or DX, Telephone, and LLPN if any

Network Strata services Pty Limited 123421L
P.O. BOX 265
Hurstville BC NSW

Reference: 68051

CODE

CB

(C) The Owners-Strata Plan No. 68051 certify that pursuant to a resolution passed on 04 July 2013 and

(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAW 38

Amended by-law No. NOT APPLICABLE

as fully set out below:

As set out in Annexure A



(F) The common seal of the Owners-Strata Plan No. 68051 was affixed on 04 August 2014

Signature(s):

Wendy Caragiannis

Name(s): Wendy Caragiannis

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

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

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____

Position of authorised officer: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

0612

Annexure A Change of By-Laws

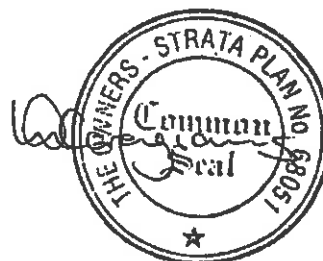
Parties: 68051

Dated: 4 July 2013

Special By-Law 38- Modifications & Additions

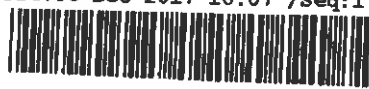
Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
 - (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
 - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
 - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
 - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.



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CHANGE OF BY-LAW
New South Wales
Real Property Act 1900


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(A) TORRENS TITLE

For the common property
CP/SP 68051

(B) LODGED BY

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- (C) The Owners-Strata Plan No. 68051 certify that pursuant to a resolution passed on 29 July 2014 and
(D) in accordance with the provisions of section No. ~~64A~~ 65A of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 39
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A

RELOD

- 1 SEP 2014

TIME:



- (F) The common seal of the Owners-Strata Plan No. 68051 was affixed on 04 August 2014

Signature(s): *Wendy Caragiannis*

Name(s): Wendy Caragiannis

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

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

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____

Position of authorised officer: _____

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0612

Annexure A Change of By-Laws

Parties: 68051

Dated: 29 July 2014

Special By-Law 39- Installation of Child Window Safety Devices

PART 1 – Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 – Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority 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.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices 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.

PART 3 – Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners

Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

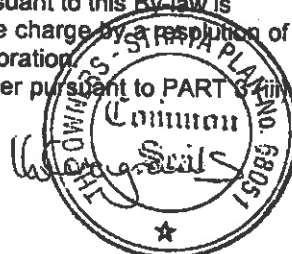
(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By-law 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.

(iii) 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.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.



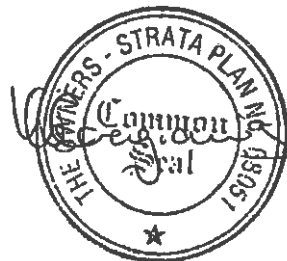
Annexure A Change of By-Laws
Parties: 68051
Dated: 29 July 2014

PART 4 - 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 PART 3 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.

Page 3 of 3



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CHANGE OF BY-LAW
New South Wales
Real Property Act 1900



AJ862521H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R by this form for the establishment and maintenance of the Real Property Act register. Section 95B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property
CP/SP 68051

(B) LODGED BY

Document
Collection
Box

573X

Name, Address or DX, Telephone, and LLPN if any

Network Strata services Pty Limited 123421L
P.O. BOX 265
Hurstville BC NSW

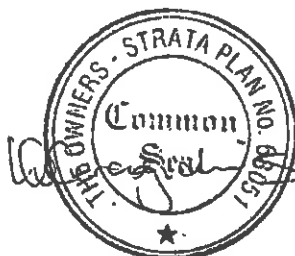
Reference: 68051

CODE

CB

- (C) The Owners-Strata Plan No. 68051 certify that pursuant to a resolution passed on 22 July 2015 and
(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 40
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 68051 was affixed on 15 September 2015

Signature(s):

Name(s): Wendy Caragiannis

NETSTRATA

Appointed Managing Agent

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

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

I certify that

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

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Annexure A Change of By-Laws

Parties: 68051

Dated: 22 July 2015

Special By-Law 40- Absolution of Maintenance (Lot Fixtures & Fittings)

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 68051
- (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
- (f) 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, Ensuite 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) Bathub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located



Annexure A Change of By-Laws

Parties: 68051

Dated: 22 July 2015

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 insinkerator
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's 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 parquet, 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.



Form: 15CB
Release: 2.2
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CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900



AK757845R

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

(A) **TORRENS TITLE**

For the common property

CP/SP 68051

(B) **LODGED BY**

Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW Reference: 68051	CODE CB
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- (C) The Owners-Strata Plan No. 68051 certify that pursuant to a resolution passed on 28 July 2016 and
(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 41
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 68051 was affixed on 23 August 2016

Signature(s):

Name(s): Brad Wood

NEISTRATA

Appointed Managing Agent

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

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

I certify that

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

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Annexure A Change of By-Laws

Parties: 68051

Dated: 28 July 2016

Special By-Law 41- Levying of Debt Collection Expenses

PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

- 2.1 In this by-law, unless the context otherwise requires or permits:
- 'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
- 'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.
- 'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.
- 'Lot' means any lot in the strata plan.
- 'Owner' means the owner/s of the Lot.
- 'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme
- 'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.
- 'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.
- 'The Act' means the Strata Schemes Management Act 2015.
- 2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
- 2.3 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.

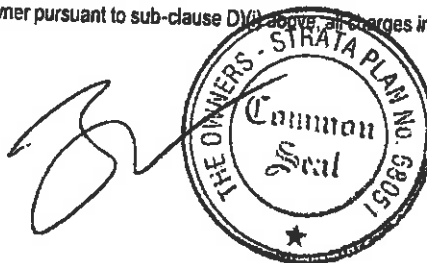
PART 3 - Powers, Duties and Obligations of the Owners Corporation

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

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, 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.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D(i) above, all charges imposed by the Owners Corporation shall stand.





Applicant:

Elliot Tuthill
119 Cronulla Street
CRONULLA NSW 2230

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:18/2866	Delivery option:	
Certificate date:	28/09/2018	Your reference:	SJ:170981

Property:

Lot 6 S/P 68051
6/94 Karimbla Road MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone B3 Commercial Core

Notes:

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

Disclaimer:

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: Basix) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP No. 19 – Bushland in Urban Areas
- * SEPP No. 21 – Caravan Parks
- * SEPP No. 30 – Intensive Agriculture
- * SEPP No. 33 – Hazardous and Offensive Development
- * SEPP No. 50 – Canal Estates
- * SEPP No. 55 – Remediation of Land
- * SEPP No. 62 – Sustainable Aquaculture
- * SEPP No. 64 – Advertising and Signage
- * SEPP No. 65 – Design Quality of Residential Flat Development.
- * State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
- * SEPP (Housing for Seniors or People with a Disability) 2004:
(Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)
- * State Environmental Planning Policy (Integration and Repeals) 2016
- * SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- * State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- * SEPP (Infrastructure) 2007
- * State Environmental Planning Policy (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- * State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (State and Regional Development) 2011, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Affordable Rental Housing) 2009, and new draft policies - SEPP Environment, SEPP Remediation of Land and SEPP Primary Production and Rural Development.

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015
Zone B3 Commercial Core

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises, Roads;

Any other development not specified in item (b) or (d).

(d) Prohibited:

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Marinas; Multi dwelling housing; Open cut mining; Recreation facilities (major); Resource recovery facilities; Rural industries; Rural worker's dwellings; Semi-detached dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recycling facilities; Water supply systems; Wholesale supplies.

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

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

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

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

Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Medium Density Housing Code

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

(Note: All land in the Sutherland Shire is deferred from this code until the 1st of July 2019.)

Green Field Housing Code

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

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

Demolition Code

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

Fire Safety Code

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

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

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

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

6. Road Widening and Road Realignment

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

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

The Ewey Creek Management Plan (27/09/93) applies to the land as it is within the catchment. This plan imposes design requirements for construction adjoining and within the Ewey Creek corridor.

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) 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

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2016 Section 94A Development Contributions Plan applies to this property (Effective 01/01/17).
- * The 2016 Section 94 Development Contributions Plan applies to this property (Effective 01/01/17).

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

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

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

Note: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?

No

- (b) Is the land subject to a management order within the meaning of that Act?

No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 10.7(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Council's records indicate that one or more of the activities listed in Table 1 of the Managing Land Contamination Planning Guidelines 1998 may have been undertaken and/or approved on the land. Council's records do not currently contain sufficient information to determine that there is actual contamination of the land. Council may require further investigation of potential contamination, and remediation action where contamination is found, particularly if the land is to be redeveloped or the land use is to be changed to a more sensitive use. Please contact Council for further information.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Environmental Planning



SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF SUTHERLANDSUBURB OF MIRANDA

SSD 447004

INDICATES - DRAINAGE FITTINGS			SYMBOLS AND ABBREVIATIONS			INDICATES - PLUMBING FIXTURES & OR FITTINGS			ELEC.		
■	Manhole	■ P	P. Trap	CO	Clean out	Blid	Blid	Blid	—	Pump Unit	
□ Cbr	Chamber	■ R	Reflex Valve	○ V	Vent Pipe	S	Shower	S	—	Boundary Valve	
● LM	Lampole	○ Vert	Cleaning Eye	T	Tubs	DW	Dishwasher	DW	—	Boundary Valve with FRG	
⊗	Boundary Trap	● Vert	Vertical Pipe	K	Kitchen Sink	F	Floor Waste	F	—	Alarm Control Panel	
⊙	Inspection Shaft	IP	Indust Pipe	W	Water Closet	M	Washing Machine	M	—	LP Stop Valve	
■ PH	PH	MP	Miss Flap	B	Both Waste	BS	Bar Sink	BS	—	LP Air Valve	
■ G	Grease Interceptor	● RP	Rodding Point	H	Handbasin	LS	Lab Sink	LS	—	LP Reducor	
■ Gully	Gully	—	Sloped Junction						—	HSV Flow Monitor	
⊙ TMS	Terminal Maint. Shaft	—	Vertical Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL					—	Vacuum Chamber	
⊙ MS	Maintenance Shaft	—	On back Junction	○ SVP	Sol Vent Pipe	○ WS	Waste Stack	○ WS	—	Flushing Point	

Scale: Approx 1:500

Distances/depths in metres

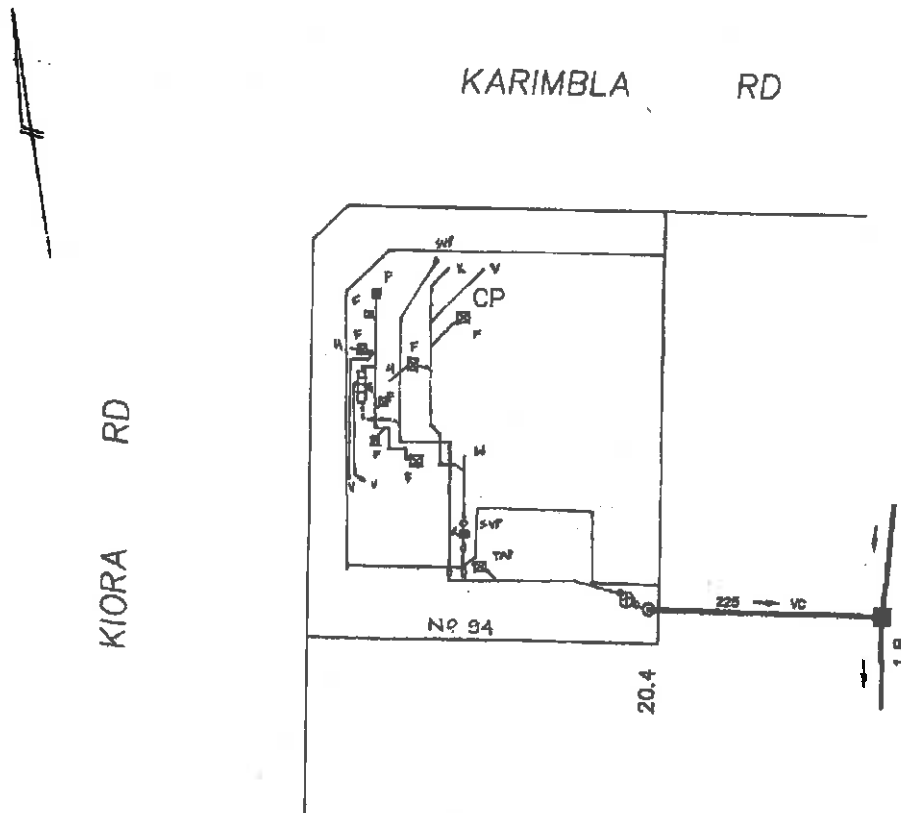
Pipe diameters in millimetres

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 the Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage services 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. Licences are 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).



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.



14 December 2017

RMS Ref: SC141732-C
Your Ref: 170981

Infotrack
DX 578
SYDNEY

Subject: Property Inquiry – 6/94 Karimbla Road Miranda – Common Property & Lot 6 in Strata Plan 68051

Dear Sir/Madam

I refer to your inquiry dated 12 December 2017 regarding the subject property.

The subject property is within a broad area currently under investigation for the proposed F6 Extension (F6E) Corridor.

Further information about the corridor, please contact the F6 Team on 1800 789 297 or F6Extension@rms.nsw.gov.au, or by visiting <http://www.rms.nsw.gov.au/projects/sydney-south/f6/index.html>.

A community update on the F6 Extension (F6E) Corridor & F6E Stage 1 Project is enclosed for your information.

Yours sincerely

A handwritten signature in black ink, appearing to read "Ngoc", with a stylized flourish at the end.

Ngoc Mariia Ta
Senior Property Officer | Property & Acquisition Branch
Stakeholder Community & Engagement Division

F6 Extension and F6 Stage 1 Development

Community update



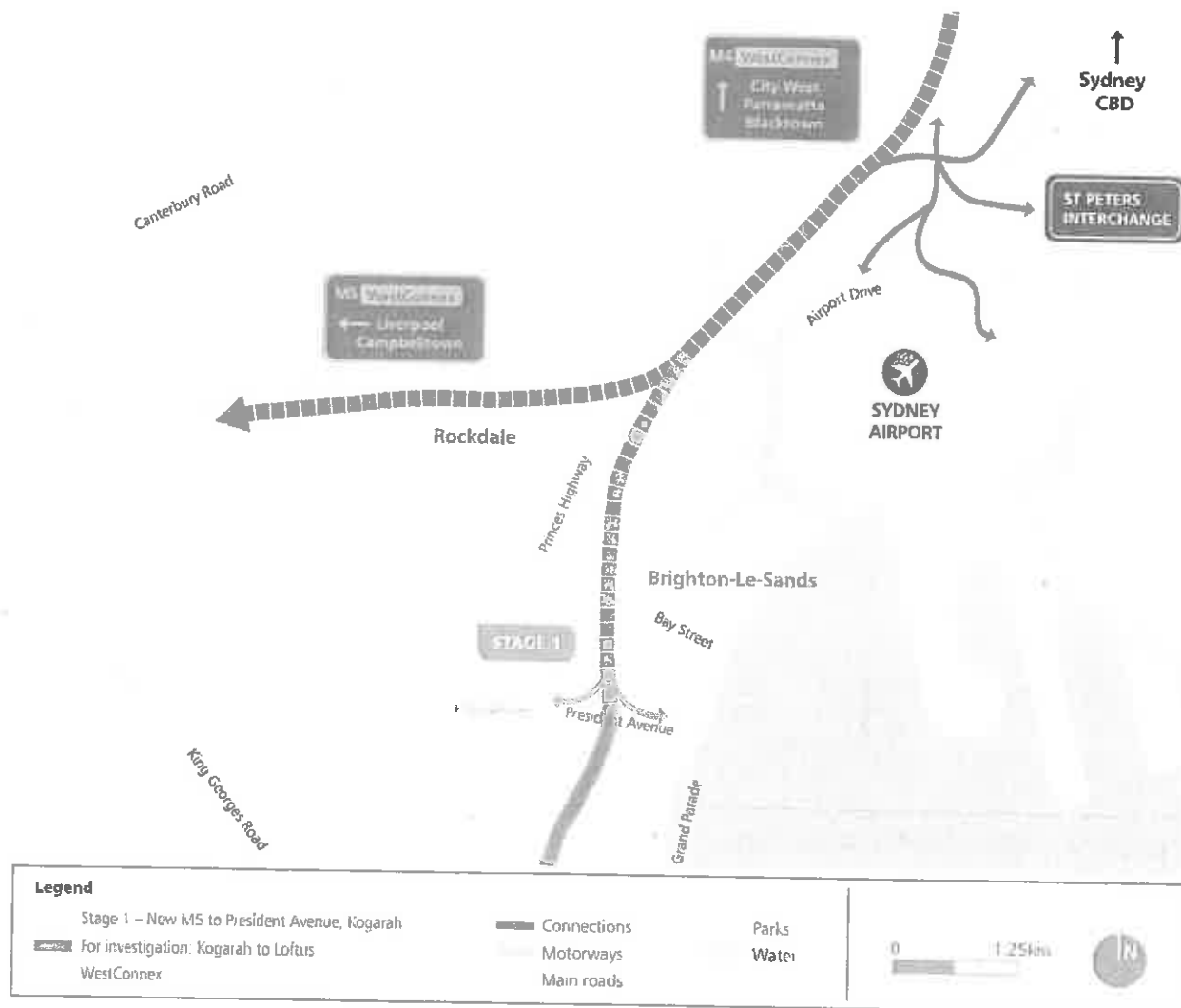
The F6 Extension would provide a motorway connection between the New M5 at Arncliffe and Loftus. The project would complete a missing link in the Sydney motorway network by connecting the New M5 and the Princes Highway at Loftus.

The M1 Princes Motorway is a key part of Australia's national highway system, and provides a vital arterial road link through southern Sydney. At present there is no efficient connection to Sydney's motorway network from the south.

The link to the south was identified as a priority in the *NSW Long Term Transport Master Plan 2012* and *State Infrastructure Strategy Update 2014*.

The NSW Government has decided to progress with the development of the F6 Extension Stage 1 between the New M5 Arncliffe and President Avenue, Kogarah

F6 Extension Stage 1 – New M5 Arncliffe to President Avenue, Kogarah



What is the F6 Extension Stage 1?

Following geotechnical investigations in 2016 and 2017 the NSW Government has decided to progress the F6 Extension Stage

F6 Corridor vs F6 Extension

- The existing F6 corridor is a long-standing strip of land reserved since 1951.
- The F6 Extension is the proposed motorway connection linking the New M5 with the Sutherland Shire and providing improved access to the Illawarra.

1 - New M5 Arncliffe to President Avenue, Kogarah to the next phase of planning and project development.

Roads and Maritime has now started community consultation for the project on the preliminary design.

Roads and Maritime is proposing a four kilometre continuous twin tunnel. The north and south twin tunnels would connect with the New M5, 75 metres underground, passing under Rockdale to an interchange at President Avenue, Kogarah. The F6 Extension Stage 1 would be designed with a provision for a future extension south.

The detailed design for the tunnel has not been finalised. We will

carry out consultation and design work, and come back to the community with further details in mid-2018.

What are the key benefits of the F6 Extension Stage 1?

The F6 Stage 1 would provide a connection for motorists from southern Sydney to the wider Sydney motorway network, improve travel times between southern Sydney and the Sydney CBD and ease congestion on the local road network.

Stage 1 would:

- Bypass up to 23 sets of traffic lights on the Princes Highway between St Peters and Kogarah.

- Be built underground to minimise disruption to the community
- Enable motorists to better access the Sydney motorway network
- Assist in the reduction of traffic congestion, particularly along Princes Highway through Arncliffe, Banksia and Rockdale, and The Grand Parade, Brighton-Le-Sands, and would provide shorter travel times for road users
- Provide a motorway that is safe and reliable for road users
- Improve the amenity of the foreshore precinct at Brighton-Le-Sands at The Grand Parade.
- Reduce the number of heavy vehicles on surface roads by up to 2000 per day.
- Allow motorists coming to or from the north to avoid Sydney Airport traffic.

Improving travel times

Stage 1 would provide travel time savings of:

- Kogarah to the City of around 5 minutes
- Taren Point to Mascot of around 10 minutes
- Kogarah to South Sydney of around 10 minutes
- Kogarah to Rozelle of around 8 minutes

Have your say on Stage 1 of the F6 Extension

We are in the early planning stages for the project and are interested in hearing from you, understanding more about the community you live in and in receiving your feedback. Feedback about the project can be provided using our online interactive consultation map at <http://www.rms.nsw.gov.au/F6>

Feedback on the project can also be provided by calling 1800 789 297 or email: F6Extension@rms.nsw.gov.au

Key highlights

- The NSW Government is progressing with the F6 Extension Stage 1 (New M5 Arncliffe to President Avenue, Kogarah)
- Around four kilometres of continuous twin tunnels
- F6 Extension Stage 1 project is a preliminary concept design only
- Built underground to minimise disruption to the community
- Designed to minimise impact on private property
- Reduce heavy vehicles on surface roads
- Travel time savings

Come and meet the project team

The project team will be holding informal 'Pop-up' information sessions in October and November. Come and meet the team and find out more about the F6 Extension project.

Date	Location	Time
Mon, 23 Oct-Wed, 25 Oct	Kogarah Town Centre Shopping Centre	10.00am-4.00pm
Thurs, 26 Oct	Kogarah Town Centre Shopping Centre	1.00-6.00pm
Fri, 27 Oct	Kogarah Town Centre Shopping Centre	10.00am-4.00pm
Sat, 28 Oct	Kogarah Town Centre Shopping Centre	10.00am-1.00pm
Tues, 31 Oct	Rockdale Plaza	10.00am-4.00pm
Thurs, 2 Nov	Rockdale Plaza	1.00pm-6.00pm
Sat, 4 Nov	Rockdale Plaza	10.00am-1.00pm

What is happening between Kogarah and Waterfall?

The NSW Government is committed to improving travel times and easing congestion for motorists travelling between the Illawarra and Sydney CBD, and progressing the F6 Extension is an important part of the long term transport solution.

Kogarah to Loftus

We will continue with investigations between Kogarah and Loftus to help determine any possible corridor adjustments for the future motorway between Kogarah and Loftus.

South of Loftus

There are no plans to further investigate the remaining area between Loftus and Waterfall for a motorway connection.

Next steps

Roads and Maritime will be in your community and online to receive feedback about the F6 Extension Stage 1 project from now until its completion.

You may notice Roads and Maritime carrying out further investigations in the study area between Arncliffe and Kogarah. Investigations will include surface water monitoring, flora and fauna surveys, geotechnical investigations involving drilling and background air quality monitoring.

If we are carrying out investigations near your property we will notify you in writing before starting work.

Roads and Maritime will soon begin community consultation as well as further technical investigations. The consultation and investigations will inform the reference design for Stage 1 of the F6 extension which Roads and Maritime will share with the community for further feedback in mid-2018.



You can have your say at any time

To find out more about the project, or to have your say:

www.rms.nsw.gov.au/F6

1800 789 297

F6Extension@rms.nsw.gov.au

Customer feedback
Roads and Maritime Services
Locked Bag 928, North Sydney NSW 2059



This document contains important information about transport projects in your area. If you need an interpreter, please call the Translating and Interpreting Service on 131 450 and ask them to call the Project Team on 1800 789 297. The interpreter will then help you with translation.

Privacy Roads and Maritime Services ("RMS") is subject to the Privacy and Personal Information Protection Act 1998 ("PPIP Act") which requires that we comply with the Information Privacy Principles set out in the PPPI Act. All information in correspondence is collected for the sole purpose of assisting the assessment of this proposal. The information received, including names and addresses of respondents, may be published in subsequent documents unless a clear indication is given in the correspondence that all or part of that information is not to be published. Otherwise RMS will only disclose your personal information, without your consent, if authorised by the law. Your personal information will be held by RMS. You have the right to access and correct the information if you believe that it is incorrect.

RMS 17,524

NSW Residential tenancy agreement

Residential Tenancies Regulation 2010 Schedule 1 Standard Form Agreement (Clause 4(1))

Landlord Name:

Stephen Millar & Gaylene Millar

Address for services of notices (can be an agent's address):

c/- iGlobal Properties Pty Ltd

11 Bream Street, Como NSW (e) iglobal@skyriserealty.com.au

Postcode: 2226

Telephone number (of landlord or agent):

0424 733 345

Tenant's Name (1):

Nathan Fabrizio

Tenant's Name (2):

Tenant's Name (3):

Add all other tenants here:

Address for services of notices:

6/94 Karimbla Road, Miranda NSW 2228

Telephone number/s:

(m) 0423 448 725

(e) nathanfabrizio@gmail.com

Landlord's agent:

iGlobal Properties Pty Ltd

Address for services of notices:

11 Bream Street, Como NSW

(e) iglobal@skyriserealty.com.au

Postcode: 2226

Telephone number/s:

(m) 0424 733 345 Tara

Premises:

(a) Location

6/94 Karimbla Road, Miranda NSW 2228

(b) inclusions

Single Garage Only

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is 26 Weeks starting from ¹⁶18/05/2018 and ends on ¹³18/11/2018

Rent: \$2,607.00 per Month payable in advance starting on 18/05/2018

For information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

18/05/2018

[Signature]

The method by which the rent must be paid:

(a) to _____ N/A _____ at
_____ N/A _____
by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: 012430 account number: 464754468
Account name: IGlobal Properties Pty Ltd
Payment reference: FABRIZIO _____, or

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$2,400.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

Maximum number of occupants

No more than 3 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Tara W Sharma

Telephone: **0424 733 345**

Plumbing repairs: Tara W Sharma

Telephone: **0424 733 345**

Other Repairs: Tara W Sharma

Telephone: **0424 733 345**

Water usage

Will the tenant be required to pay separately for water usage?
If yes, see clauses 11 and 12.

No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?
If yes, see clause 35.

Yes

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
 - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree:**
 - 6.1 that the increased rent is payable from the day specified in the notice, and
 - 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the NSW Civil and Administrative Tribunal.

Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or
 - 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

9. The landlord agrees to pay:

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. The tenant agrees to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or

- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

11. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

13. The landlord agrees:

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

14. The landlord agrees:

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having

- superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1 to remove all the tenant's goods from the residential premises, and

- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Landlord's general obligations for residential premises

18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs

19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

- (a) *a burst water service,*
- (b) *an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,*
- (c) *a blocked or broken lavatory system,*
- (d) *a serious roof leak,*
- (e) *a gas leak,*
- (f) *a dangerous electrical fault,*
- (g) *flooding or serious flood damage,*
- (h) *serious storm or fire damage,*
- (i) *a failure or breakdown of the gas, electricity or water supply to the premises,*
- (j) *a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,*
- (k) *any fault or damage that causes the premises to be unsafe or insecure.*

Sale of the premises

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

- 21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. The landlord and tenant agree:

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

- 23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the NSW Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises

27. **The tenant agrees:**

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. **The landlord agrees:**

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or

information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. **The tenant agrees:**

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the NSW Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

32. **The landlord and tenant agree** that:

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or

sub-letting the whole of the residential premises, and

- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

34. The landlord agrees:

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes

(Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the NSW Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Swimming pools

[Cross out this clause if there is no swimming pool]

40. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

40A. ~~The landlord agrees~~ to ensure that at the time that this residential tenancy agreement is entered into:

40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Loose-fill asbestos insulation

40B. ~~The landlord agrees:~~

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Additional terms

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2010* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional term—break fee

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years, [specify amount]:

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Additional term—pets

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

44. The landlord agrees that the tenant may keep the following animals on the residential premises:

NO PETS

N. Fabrizio
D. Mainer

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

*Insert any other agreed additional terms here.
Attach a separate page if necessary.*

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

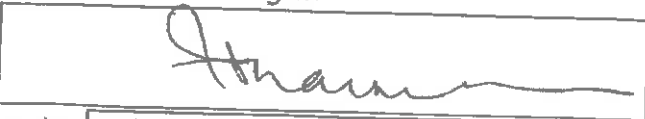
It is an offence for any person to obtain possession of the residential premises without an order of the NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Signed by the landlord/agent

Name of landlord/agent

Stephen Millar & Gaylene Millar

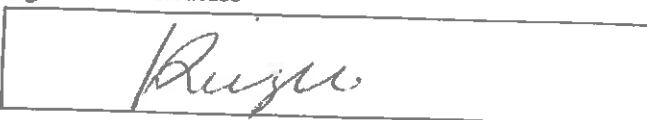
Signature of landlord/agent

on the 18 day of May 2018
in the presence of (witness)

Name of witness

Karishma Krishna

Signature of witness

**Signed by the tenant (2)**

Name of tenant

Signature of tenant

on the ___ day of ___ 20__
in the presence of (witness)

Name of witness

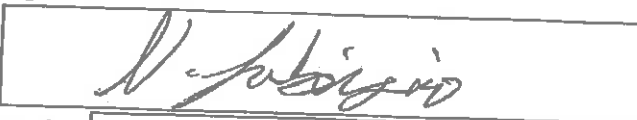
Signature of witness

Signed by the tenant (1)

Name of tenant

Nathan Fabrizio

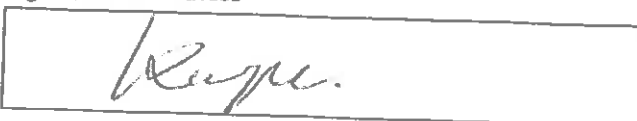
Signature of tenant

on the 18 day of May 2018
in the presence of (witness)

Name of witness

Karishma Krishna

Signature of witness

**Signed by the tenant (3) and any other tenants**

Name of tenant/s

Signature of tenant/s

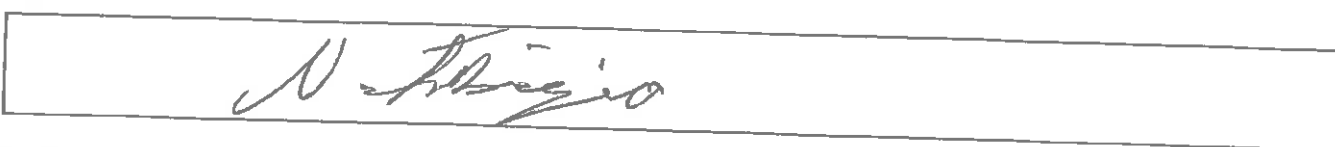
on the ___ day of ___ 20__
in the presence of (witness)

Name of witness

Signature of witness

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the *New tenant checklist* published by NSW Fair Trading.

Signature of tenant/s



For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 (i) please identify the building work carried out;
 (ii) when was the building work completed?
 (iii) please state the builder's name and licence number;
 (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
 (a) when did construction of the swimming pool commence?
 (b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 (d) are there any outstanding notices or orders?
18.
 (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
- Affectations, notices and claims**
19. In respect of the property and the common property:
 (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 (c) Is the vendor aware of:
 (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 (iii) any latent defects in them?
 (d) Has the vendor any notice or knowledge of them being affected by the following:
 (i) any resumption or acquisition or proposed resumption or acquisition?
 (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 (v) any realignment or proposed realignment of any road adjoining them?
 (vi) any contamination of them?
- Owners corporation management**
20. Has the initial period expired?
 21. If the property includes a utility lot, please specify the restrictions.
 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?
- Capacity**
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 28. The purchaser reserves the right to make further requisitions prior to completion.
 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.