

# Contract for the sale and purchase of land 2022 edition

**TERM**
**MEANING OF TERM**
**NSW DAN:**

vendor's agent

co-agent

vendor

vendor's solicitor **Icy Fan Conveyancing**

**Suite 21/6-8 Holden St, Ashfield NSW 2131**

date for completion

**(clause 15)**

land

(Address, plan details  
and title reference)

☐ VACANT POSSESSION ☐ Subject to existing tenancies

improvements ☐ 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 ☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood  
☐ blinds ☐ curtains ☐ insect screens ☐ solar panels  
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove  
☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna  
☐ other:

exclusions

purchaser

purchaser's solicitor

Price \$

deposit \$

(10% of the price, unless otherwise stated)

balance \$

contract date

(if not stated, the date this contract was made)

**Where there is more than one purchaser**

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

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

## SIGNING PAGE

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

vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

**Manual transaction** (clause 30)

☐ NO ☐ yes

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

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

**land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

#### 4 Electronic transaction

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.6 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot of the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title within 14 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 the contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address;
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in the contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the property or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

2078/67 Shaftesbury Road, Burwood NSW 2134

# ANNEXURE TO CONTRACT FOR SALE OF LAND

**Vendor(s):** Yongfei Lu and Jiamei Li

**Purchaser(s):**

**Property:** 2078/67 Shaftesbury Road, Burwood NSW 2134

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## Special Conditions

### 33. AMENDMENTS TO STANDARD CLAUSES:

- 33.1. Clause 1 - insert "in writing issued by a competent authority" after "work order".
- 33.2. Clause 4.2 - insert the words "and settlement takes place on the due date" after the words "manual transaction" on the second line.
- 33.3. Clause 4.7.2 - insert the words "and ensure that the transfer is prepared and able to be signed by the vendor at last 14 days prior to settlement" at the end of the sentence.
- 33.4. Clause 5.2.3 - replace "a reasonable time" with "21 days after the date of this contract".
- 33.5. Clause 6.2 - deleted.
- 33.6. Clause 7.1.1 - replace "5%" with "1%".
- 33.7. Clause 7.2.1 - replace "10%" with "\$10,000.00".
- 33.8. Clause 7.2.2 - deleted.
- 33.9. Clause 8.1 - delete the words "on reasonable grounds"
- 33.10. Clause 10.1 - insert "For the purpose of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement and restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, otherwise giving rise to that easement or restriction" at the end of this clause.
- 33.11. Clause 10.1.1 - insert "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act".
- 33.12. Clause 10.1.8 and 10.1.9:
  - (i) replace "substance" with "existence"; and
  - (ii) replace "disclosed" with "noted".
- 33.13. Clause 13.7 - insert the words "The Purchaser warrants that the property will be occupied as a residence. If the Purchaser breaches this warranty then within seven (7) days of a demand by the vendor, enclosing a copy of a tax assessment by the Australia Taxation Office evidencing GST is payable in respect of the property due to the use of the property by the Purchaser, the Purchaser will attend to payment of GST payable. The Purchaser will also be responsible for any costs incurred by the Vendor as a result of a breach of this warranty without limitation."
- 33.14. Clause 14.2.2 – deleting the words "at least 1 business day before the completion date" and inserting in its place "at least 2 hours prior to the completion time".
- 33.15. Clause 14.4.2 – deleted.

33.16. Unless the box specifying the requirement for an adjustment of Land Tax is marked "No" is deemed marked "Yes".

33.17. Clause 20.6.5 - delete "unless it is not received" and insert "and in such case it shall be deemed to be duly given or made when the transmission has been completed (and in this respect the production of a transmission report by the sender facsimile machine shall be prima facie evidence of the time and fact of such transmission) except where;

- (i) the senders machine indicates a malfunction in transmission; or
- (ii) the recipient immediately notified the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been made or given at that time; or
- (iii) the time of dispatch is not before 5.00pm on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next working day at such place.

33.18. Clause 23.9 - deleted.

33.19. Clauses 23.13 & 23.14 - delete the number "7".

33.20. Clause 25 - deleted.

33.21. Clause 30.7 - deleted all words after "NSW".

33.22. Clause 30.11 - deleted.

33.23. Clause 31.2 - deleted.

#### **34. COMPLETION**

34.1. If either party is unwilling or unable 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 on which the notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential PROVIDED however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

34.2. If the purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser must pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten percent (10%) interest on the balance of purchase money, computed at a daily rate from and including the day on which completion was due to and including the day on which completion takes place. 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.

34.3. The Purchaser further agrees to cover the Vendor's conveyancing costs and other expenses incurred as a consequence of the delay in the sum of \$330.00 (inc GST). The Purchaser shall not be entitled to require the Vendor to complete this purchase unless such interest and conveyancing costs are paid to the Vendor on completion and it is an essential term of this purchase that such interest and legal costs be so paid.

#### **35. PURCHASING PROPERTY IN EXISTING STATE/NO REPRESENTATION**

This property is sold in its present state of repair and condition and the Purchaser acknowledges that he is buying the property relying on his own inspection, knowledge and enquiries. The Purchaser shall not call upon the Vendor to carry out any repairs nor shall he call upon Vendor to contribute to the costs of any such repairs. The Purchaser further acknowledges that they do not rely on any letters, documents, brochures, correspondence or arrangement whither oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this contract.

### **36. NO REQUISITION/OBJECTION**

The Purchaser cannot make a claim objection or requisition or rescind or terminate in respect of any of the following matters:

- (i) The presence on the property of any sewer manhole vent pipes mains connections wire channel, distributors with respect to any service referred to in clause 10.1.2;
- (ii) Any roof and/ or yard water drainage or pipe being connected to the sewer;
- (iii) Whether any easements for support have or have not been granted in respect of any wall (including a party wall);
- (iv) If there is a pool on the subject property and it does not comply with the Swimming Pools Act 1992.
- (v) The fact that the whole or any part of the building may encroach upon any and other than the subject land or the fact that any other building or structure may encroach upon the subject land.
- (vi) The fact that there is no sewer line connected to the property.

### **37. RELEASE OF DEPOSIT**

Notwithstanding the provisions of Clause 3, the Purchaser hereby authorizes the release of the deposit held by the stakeholder for the purposes of the Vendor's payment of either of the following:

- (i) Deposit on the purchase of another property; and/or
- (ii) Stamp duty on purchase of another property

### **38. INTRODUCTION BY AGENT**

The Purchaser warrants that he has not been introduced to the property or to the Vendor by any Real Estate Agent other than the vendor's Agent described in the particulars and the purchaser hereby agrees to indemnify and to hold indemnified the vendor from and against any and all claims for commission made by an Estate Agent (other than the vendor's Agent) against the vendor arising from a breach of this warranty.

### **39. PURCHASERS WARRANTY**

The purchaser warrants that:

- (i) The Purchaser does not require finance to purchase this property and/or
- (ii) The Purchaser has obtained approval for finance to purchase this property
- (iii) AND the purchaser acknowledges that as a result of making this disclosure the Purchaser cannot terminate this Contract pursuant to the Consumer Credit (NSW) Act 1995.

### **40. BANKRUPTCY/MENTAL ILLNESS ETC**

If a party (and if comprising more than one person, any one or more of them) before completion:

- (i) If a natural person – dies or is found by a Court of competent jurisdiction to be incapable of administering her/his estate or affairs; or

- (ii) If a company is the purchaser and it resolves to go into liquidation has summons or application presented or an order made for its winding up has an official manager or received appointed over the whole or part of its assets or undertaking or enters into a deed of arrangement assignment or composition for the benefit of creditors.

Either party may rescind the contract.

#### **41. SALE BY AUCTION**

41.1. If the property is or is intended to be sold at auction: Bidders Record means

the Bidders Record to be kept pursuant to Clause 18 or the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (i) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (ii) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (iii) The highest bidder is the purchaser, subject to any reserve price.
- (iv) The event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
- (vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (vii) A bid cannot be made or accepted after the fall of the hammer.
- (viii) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

41.2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land;

- (i) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (ii) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (iii) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

#### **42. DEPOSIT**

Notwithstanding any provisions of this contract, if:

- (i) The deposit agreed to be paid or actually paid by the purchaser is less than ten percent (10%) of the purchase price, and
- (ii) The vendor become entitled to forfeit the deposit due to the purchaser's default;

the purchaser must immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid on exchange of contracts.

#### **43. EXISTING MORTGAGES, LEASES & ENCUMBRANCES**

The Purchaser shall on settlement accept a discharge of any mortgage, withdrawal of caveat, surrender of Lease and/or discharge of any other registered encumbrance in registrable form, whether disclosed or not disclosed by the title or the Contract as at the date hereof, together with any allowance for the appropriate registration fee. The Purchaser shall not require registration thereof prior to settlement.

#### **44. LAND TAX**

Irrespective of any other terms and conditions in this Contract should any land tax be payable in the hands of the Vendor whether on a single holdings basis or not against the property being sold then land tax will be adjusted on the actual amount assessed against this property.

#### **45. SWIMMING POOL**

If the property contains a swimming pool, then:

- (i) The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.
- (ii) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this Special Condition shall not merge upon completion of this Contract.
- (iii) The Purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with this Swimming Pools Act 1992 or other relevant legislation.

The purchaser shall make no objection, requisitions or claim for compensation in respect of the fact that there may be any outstanding orders from any governmental, semi-governmental, or local governmental bodies, requiring the carrying out of any work to any building presently erected on the subject land.

#### **46. NO COMPENSATION FOR THE BUILDING WORKS**

The purchaser shall make no objection, requisitions or claim for compensation in respect of:

- (a) The fact that any building presently erected on the subject land may not comply with in any way with the Local Government Act 1993 as amended or the Ordinances thereunder;
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land
- (c) The fact that a building certificate from the Local Council is not available or will not be issued by the Local Council.
- (d) The fact that the building presently erected on the subject land may not comply with any strata by-laws.

#### **47. INCONSISTENCY & SEVERABILITY**

If there is any inconsistency between the printed (standard) Clauses and these Special Conditions of this Contract, the Special Conditions shall prevail to the extent of that inconsistency. Unenforceability of a provision of this Contract does not effect the enforceability of another provision in this Contract.

#### **48. GST**

- (1) "GST" refers to the Goods and Services Tax under a New Tax System (Goods and Services Tax) Act 1999 (GST Act) and the terms used have the meanings as

defined in the GST Act.

- (2) The vendor is and has been occupying the property as a residence and it is residential premises under the GST Act.
- (3) The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation
- (4) In the event of the vendor being liable for GST, because of the purchaser's failure to comply with (3) or Australia Taxation Office Commissioner's regarding the property as commercial premises:
  - the purchaser agrees to pay to the vendor within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST.
  - The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

#### **49. FIRB APPROVAL**

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the foreign Acquisition 7 Take-Overs Act 1975 ("the Act") it has obtained the Consent of the Foreign Investment Review Board (FIRB) in accordance with the provisions of the Act to its purchase of the property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses, which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

#### **50. CORPORATE PURCHASER AND DIRECTORS GUARANTEES**

- 50.1. In the event that the Purchaser is a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the contract is not signed under common seal, each person who signs on behalf of the Purchaser being a director of the company):
  - 50.1.1. warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable for the contract price under this contract, both jointly and severally, as if he or she has been named as a Purchaser; and
  - 50.1.2. guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself or herself; and
  - 50.1.3. warrants that they have obtained independent legal advice about the effect of this clause before executing the contract and providing the Guarantee under this clause;

This clause does not merge on completion.

#### **51. SPECIAL LEVIES (STRATA TITLE APPLY)**

Notwithstanding the provisions of clauses 23.6 and 23.7, the Vendor and Purchaser covenant and agree that if there are or have been special levies or contributions which are not regular contributions (hereafter called special levies) levied before or on the Contract date, the Vendor will pay or allow to the Purchaser on completion the amount of any instalments of such unpaid special levies which fall due for payment before the Contract

date and the Purchaser agrees and will pay all instalments of such unpaid special levies which fall due for payment on or after the Contract date.

Clause 23 is accordingly amended as follows:

- (i) delete from Clause 23.5.2 the words "but is disclosed in this Contract"
- (ii) delete from Clause 23.6 the words "and is not disclosed in this Contract"
- (iii) insert at the end of Clause 23.7 the words "but subject to any other clause of this Contract providing otherwise".
- (iv) Clause 23.9 is deleted

## **52. LAND TAX SURCHARGE**

It shall be adjusted for any land tax surcharge (if applicable) on settlement.

## **53. PRESCRIBED DOCUMENTS**

The Purchaser acknowledges that he has reviewed the attached documents in the contract and is given sufficient opportunity to make enquiry to satisfy the adequacy of these documents with regard to Schedule 1 of the *Conveyancing (Sale of Land) Regulation 2017 [NSW]*. To the extent not contradictory to the law, the purchaser can not make a claim or requisition or rescind or terminate the contract in this regard.

## **54. ERROR IN ADJUSTMENT OF OUTGOINGS**

Should any of apportionment of outgoings required to be made under this contract, be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment.



FOLIO: 43/SP88197

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/8/2020	12:40 PM	3	8/9/2018

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

LAND

----

LOT 43 IN STRATA PLAN 88197

AT BURWOOD

LOCAL GOVERNMENT AREA BURWOOD

FIRST SCHEDULE

-----

YONGFEI LU

IN 60/100 SHARE

JIAMEI LI

IN 40/100 SHARE

AS TENANTS IN COMMON

(T AH799043)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88197
- 2 SP88197 POSITIVE COVENANT
- 3 AH799044 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

SL20-132

PRINTED ON 4/8/2020



FOLIO: CP/SP88197

SEARCH DATE	TIME	EDITION NO	DATE
10/10/2024	10:10 AM	5	20/3/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88197  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BURWOOD  
LOCAL GOVERNMENT AREA BURWOOD  
PARISH OF CONCORD COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP88197

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88197  
ADDRESS FOR SERVICE OF DOCUMENTS:  
67-73 SHAFTESBURY ROAD  
BURWOOD  
NSW 2134

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A622845 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 DP1183967 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP88197 POSITIVE COVENANT
- 5 SP88197 EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 AS900351 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AS900351 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 88197

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 94	2	- 105	3	- 91	4	- 92
5	- 90	6	- 93	7	- 91	8	- 93
9	- 92	10	- 92	11	- 73	12	- 108
13	- 91	14	- 108	15	- 73	16	- 92
17	- 91	18	- 91	19	- 91	20	- 68
21	- 91	22	- 93	23	- 93	24	- 93

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP88197

PAGE 2

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

## STRATA PLAN 88197

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 91	26	- 93	27	- 93	28	- 93
29	- 93	30	- 109	31	- 91	32	- 109
33	- 93	34	- 93	35	- 92	36	- 92
37	- 91	38	- 68	39	- 93	40	- 94
41	- 93	42	- 94	43	- 92	44	- 94
45	- 94	46	- 93	47	- 93	48	- 109
49	- 92	50	- 109	51	- 93	52	- 93
53	- 93	54	- 93	55	- 92	56	- 69
57	- 93	58	- 94	59	- 94	60	- 96
61	- 93	62	- 96	63	- 95	64	- 94
65	- 94	66	- 96	67	- 70	68	- 96
69	- 94	70	- 119	71	- 100	72	- 70
73	- 94	74	- 97	75	- 95	76	- 121
77	- 118	78	- 74	79	- 98	80	- 96
81	- 97	82	- 97	83	- 96	84	- 100
85	- 75	86	- 75	87	- 99	88	- 97
89	- 98	90	- 98	91	- 97	92	- 101
93	- 76	94	- 76	95	- 100	96	- 98
97	- 99	98	- 99	99	- 104	100	- 122
101	- 132	102	- 121	103	- 139	104	- 57
105	- 57	106	- 130				

## NOTATIONS

UNREGISTERED DEALINGS: NIL

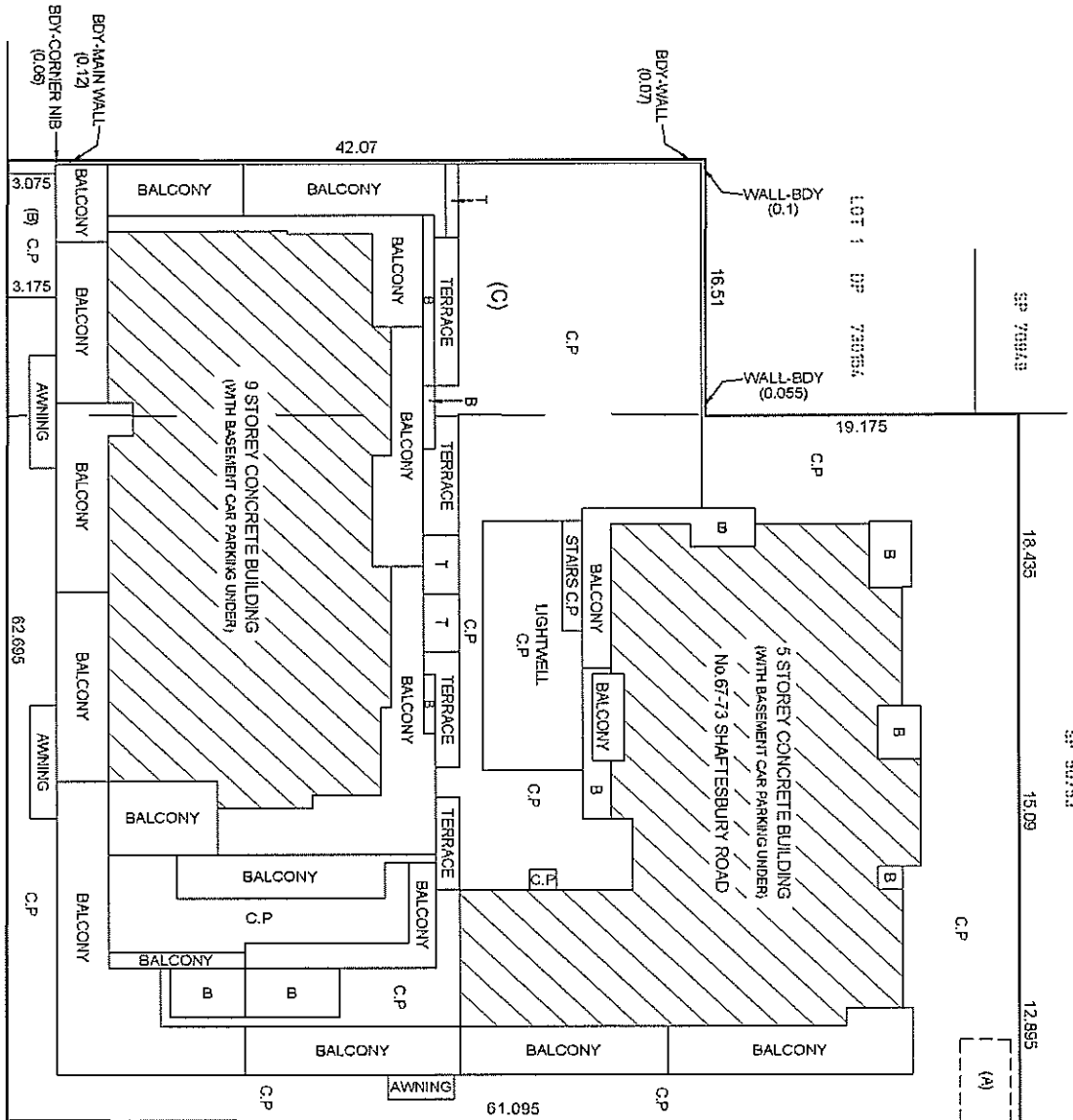
\*\*\* END OF SEARCH \*\*\*

SL20-132

PRINTED ON 10/10/2024

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

# LOCATION PLAN



## NOTES

1. C.P. - COMMON PROPERTY,  
B - BALCONY,  
T - TERRACE
2. (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (DP 1183967),  
(B) - EASEMENT FOR WASTE COLLECTION - VARIABLE WIDTH,  
(C) - COVENANT - A622845

Table of mm 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: ANDREW CHU  
 Surveyor's Ref: S-22603X  
 (21786)  
 Subdivision No : 17/SC10/13  
 Lengths are in metres  
 Reduction Ratio 1:300

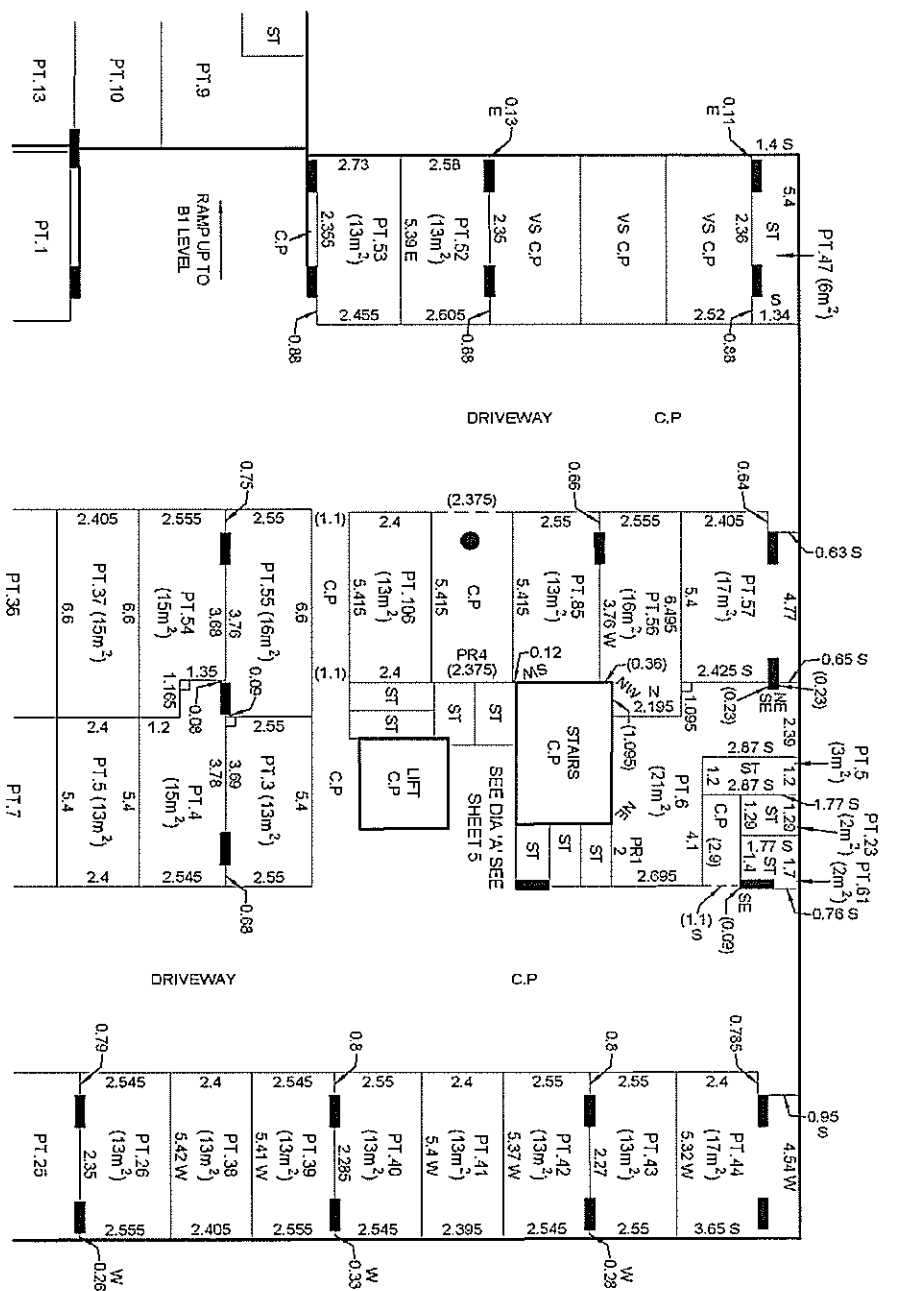


Registered  
 14-05-2013

SP88197

## BASEMENT LEVEL 2 FLOOR PLAN

SEE ADJOINING SHEET 4



SEE ADJOINING SHEET 3

- NOTES
1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
  2. C.P. - COMMON PROPERTY.  
ST - STORE ROOM.  
VS - VISITOR CARSPACE.
  3. ■ - CONCRETE COLUMN.  
■ - FROM CORNER OF COLUMN.  
■ - FROM CENTRELINE OF COLUMN.  
L - RIGHT ANGLE.

4. N - FROM NORTH FACE OF WALL/COLUMN.  
S - FROM SOUTH FACE OF WALL/COLUMN.  
E - FROM EAST FACE OF WALL.  
W - FROM WEST FACE OF WALL.  
NE - FROM NORTHEAST CORNER OF WALL/COLUMN.  
NW - FROM NORTHWEST CORNER OF WALL/COLUMN.  
SE - FROM SOUTHEAST CORNER OF WALL/COLUMN.  
SW - FROM SOUTHWEST CORNER OF WALL/COLUMN.  
PR1 - PROLONGATION OF NORTH FACE OF WALL.  
PR4 - PROLONGATION OF WEST FACE OF WALL.

Surveyor: ANDREW CHU  
Surveyor's Ref: S-22603X  
(21786)  
Subdivision No.: 17/SC10/13  
Lengths are in metres  
Reduction Ratio 1:150

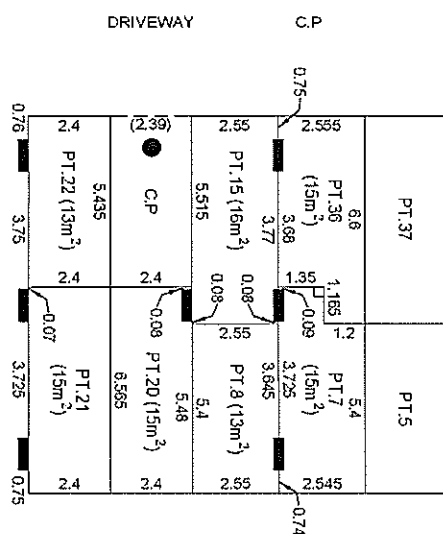
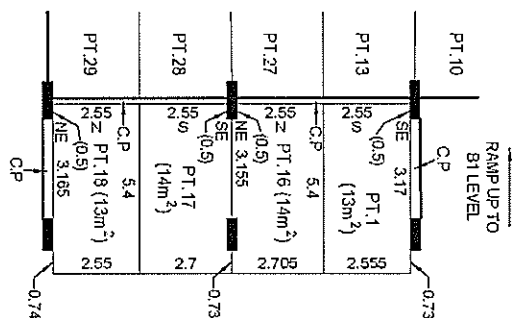


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14-05-2013

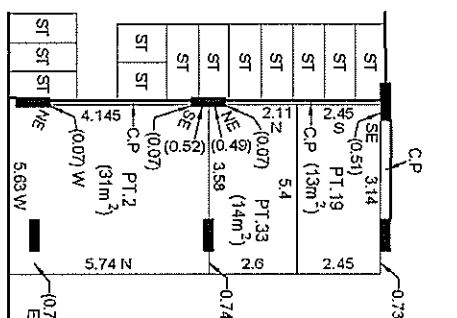
SP88197

## BASEMENT LEVEL 2 FLOOR PLAN DIAGRAMS

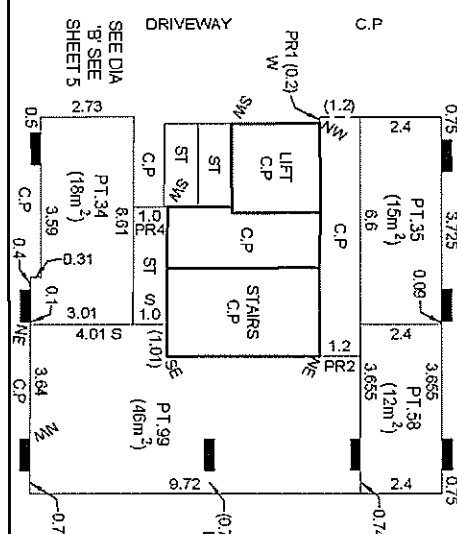
SEE ADJOINING SHEET 2



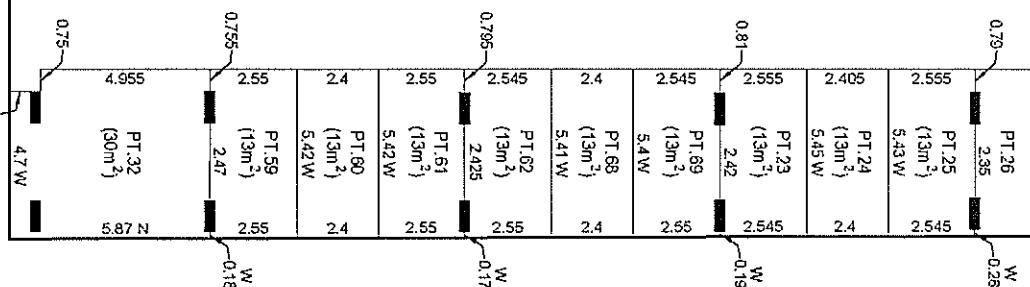
SEE ADJOINING SHEET 4



DRIVEWAY C.P.



DRIVEWAY



MGA

## NOTES:

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

2. C.P. - COMMON PROPERTY.

ST - STOREROOM.

3. CONCRETE COLUMN.

- FROM CORNER OF COLUMN.

- FROM CENTRELINE OF COLUMN.

- RIGHT ANGLE.

4. N - FROM NORTH FACE OF WALL/COLUMN.

E - FROM EAST FACE OF COLUMN.

S - FROM SOUTH FACE OF WALL/COLUMN.

W - FROM WEST FACE OF WALL/COLUMN.

NE - FROM NORTHEAST CORNER OF WALL/COLUMN.

NW - FROM NORTHWEST CORNER OF WALL/COLUMN.

SE - FROM SOUTHEAST CORNER OF WALL/COLUMN.

SW - FROM SOUTHWEST CORNER OF WALL.

PR1 - PROLONGATION OF NORTH FACE OF WALL.

PR2 - PROLONGATION OF EAST FACE OF WALL.

PR4 - PROLONGATION OF WEST FACE OF WALL.

Surveyor: ANDREW CHU

Surveyor's Ref: S-22603X (21786)

Subdivision No: 17/SC10/13

Lengths are in metres

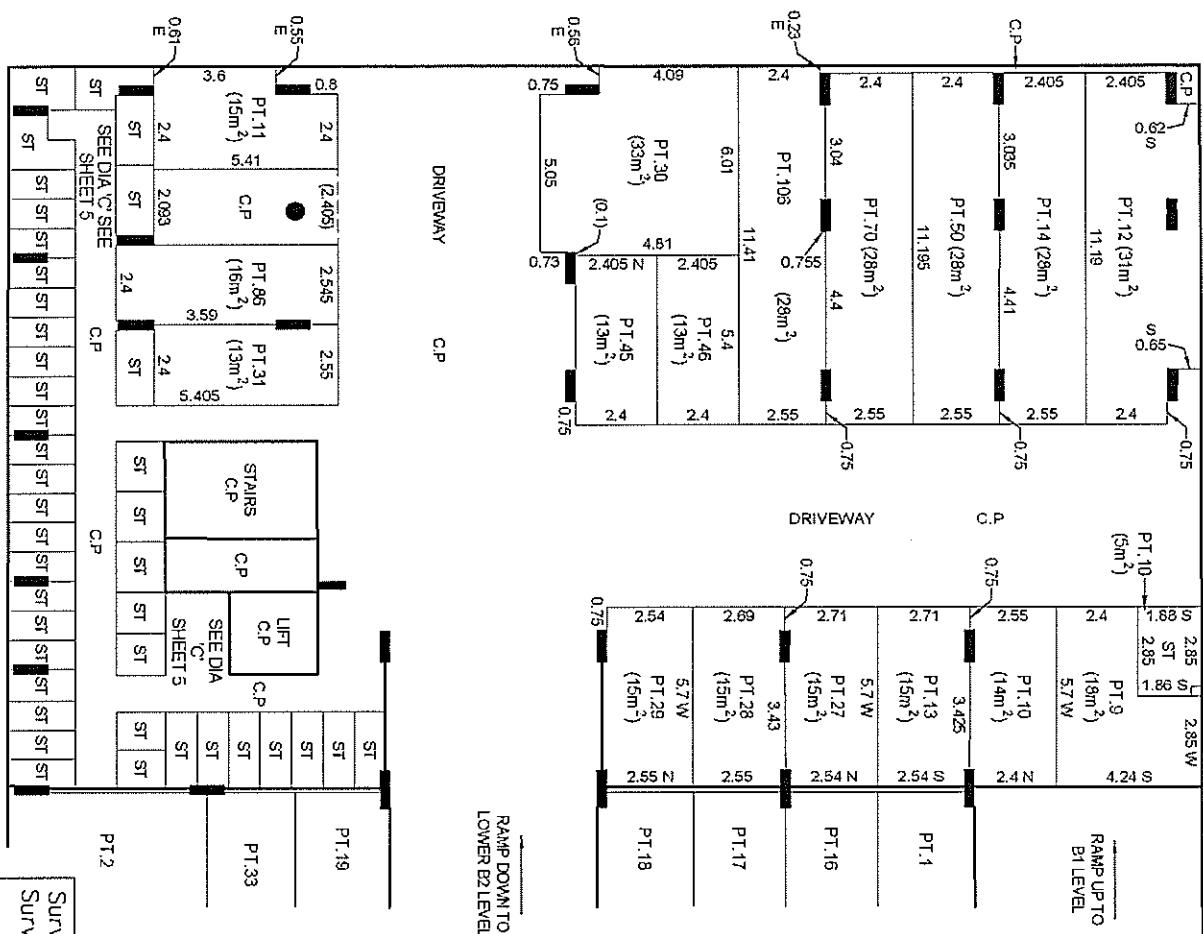
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## BASEMENT LEVEL 2 FLOOR PLAN DIAGRAMS

SEE ADJOINING SHEET 2



SEE ADJOINING SHEET 3

## NOTES:

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
2. C.P. - COMMON PROPERTY.  
ST - STOREROOM.
3. ■ - CONCRETE COLUMN.  
■ - FROM CORNER OF COLUMN.  
■ - FROM CENTRELINE OF COLUMN.  
L - RIGHT ANGLE.
4. N - FROM NORTH FACE OF COLUMN.  
S - FROM SOUTH FACE OF WALL/COLUMN.  
E - FROM EAST FACE OF WALL.  
W - FROM WEST FACE OF WALL.



Surveyor: ANDREW CHU  
Surveyor's Ref: S-22603X  
(21786)  
Subdivision No: 17/SC10/13  
Lengths are in metres  
Reduction Ratio 1:150

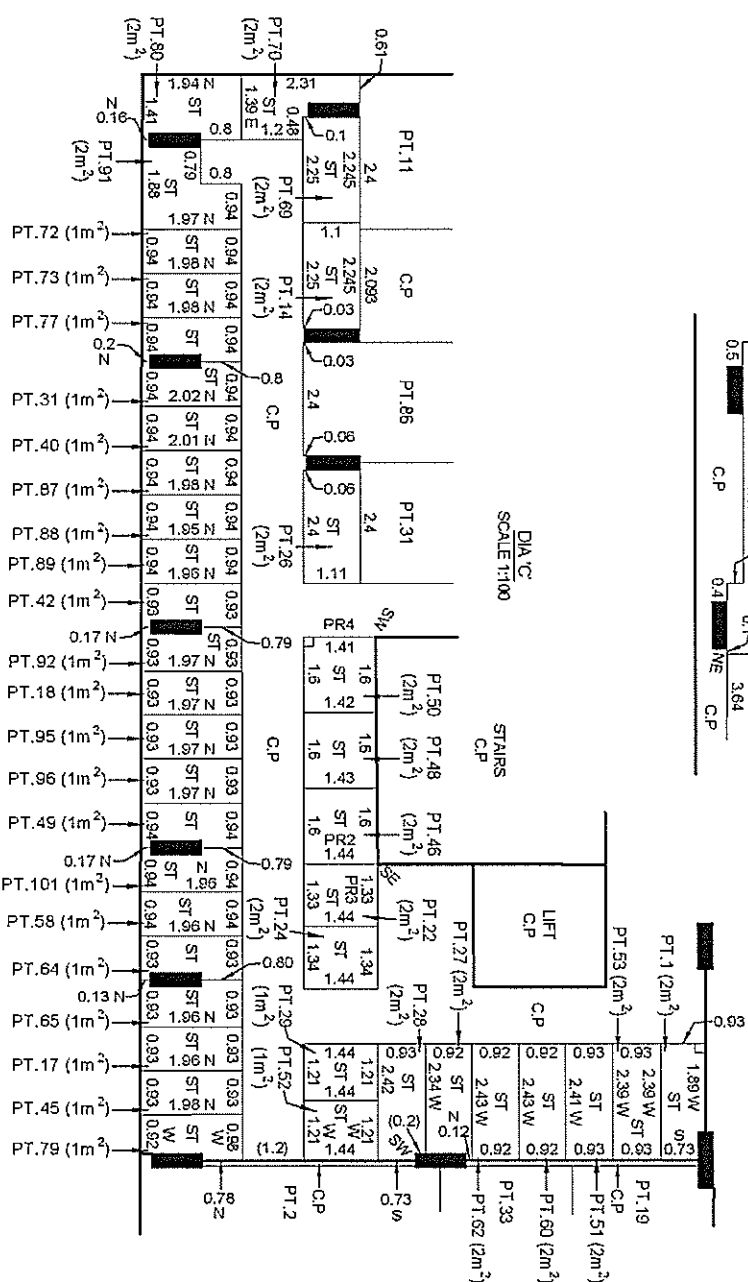
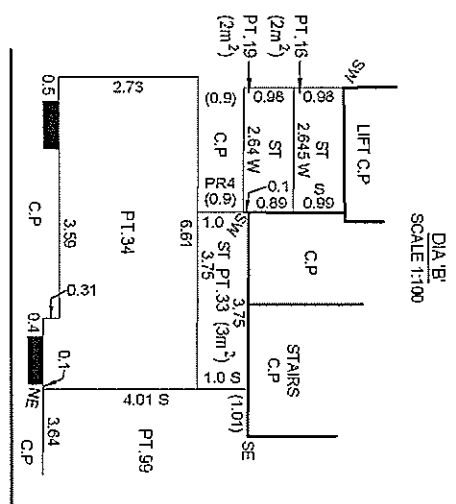
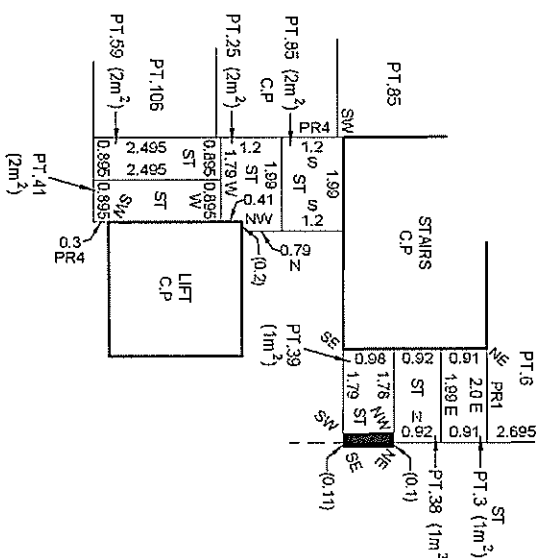


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SP88197

DIA 'A'  
SCALE 1:100



1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

2. C.P. - COMMON PROPERTY.  
ST. - STOREROOM.
3. ■ - CONCRETE COLUMN.  
■ - FROM CORNER OF COLUMN.  
■ - FROM CENTRELINE OF COLUMN.

## L - RIGHT ANGLE

4. N - FROM NORTH FACE OF WALLCOLUMN.  
S - FROM SOUTH FACE OF WALLCOLUMN.  
E - FROM EAST FACE OF WALL.  
W - FROM WEST FACE OF WALLCOLUMN.  
NE - FROM NORTHEAST CORNER OF COLUMN.  
NW - FROM NORTHWEST CORNER OF WALLCOLUMN.  
SE - FROM SOUTHEAST CORNER OF WALLCOLUMN.  
SW - FROM SOUTHWEST CORNER OF WALLCOLUMN.  
PR1 - PROLONGATION OF NORTH FACE OF WALL.  
PR2 - PROLONGATION OF EAST FACE OF WALL.  
PR3 - PROLONGATION OF SOUTH FACE OF WALL.  
PR4 - PROLONGATION OF WEST FACE OF WALL.

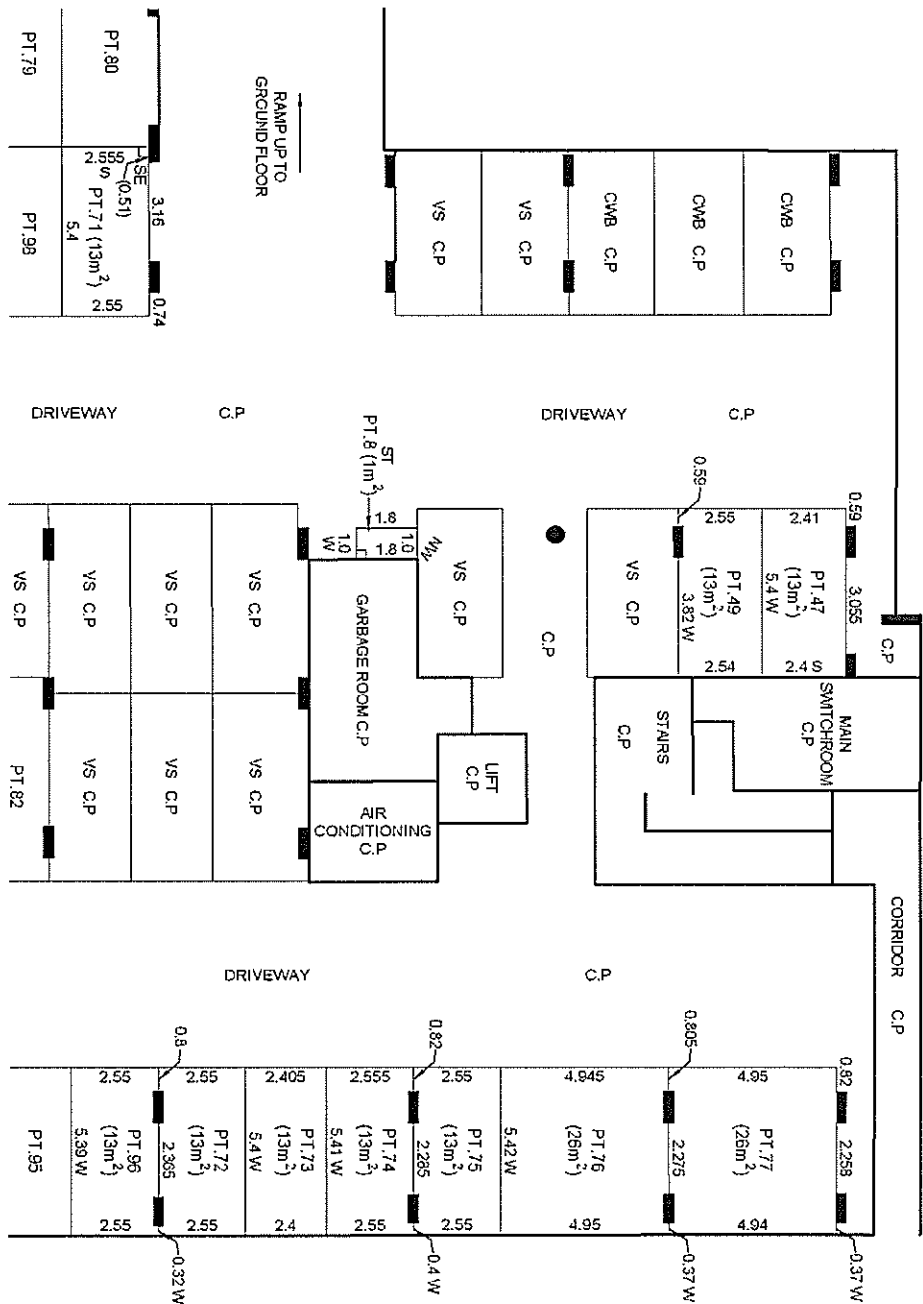
#### FN4 - RECOGNITION OF WEST FACE OF WALL

Surveyor: ANDREW CHU  
Surveyor's Ref: S-22603X  
(21786)  
Subdivision No.: 17/SC10/13  
Lengths are in metres  
Reduction Ratio 1:100

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SP88197

## BASEMENT LEVEL 1 FLOOR PLAN



Surveyor: ANDREW CHU  
 Surveyor's Ref: S-22603X  
 (21786)  
 Subdivision No : 17/SC10/13  
 Lengths are in metres  
 Reduction Ratio 1:150



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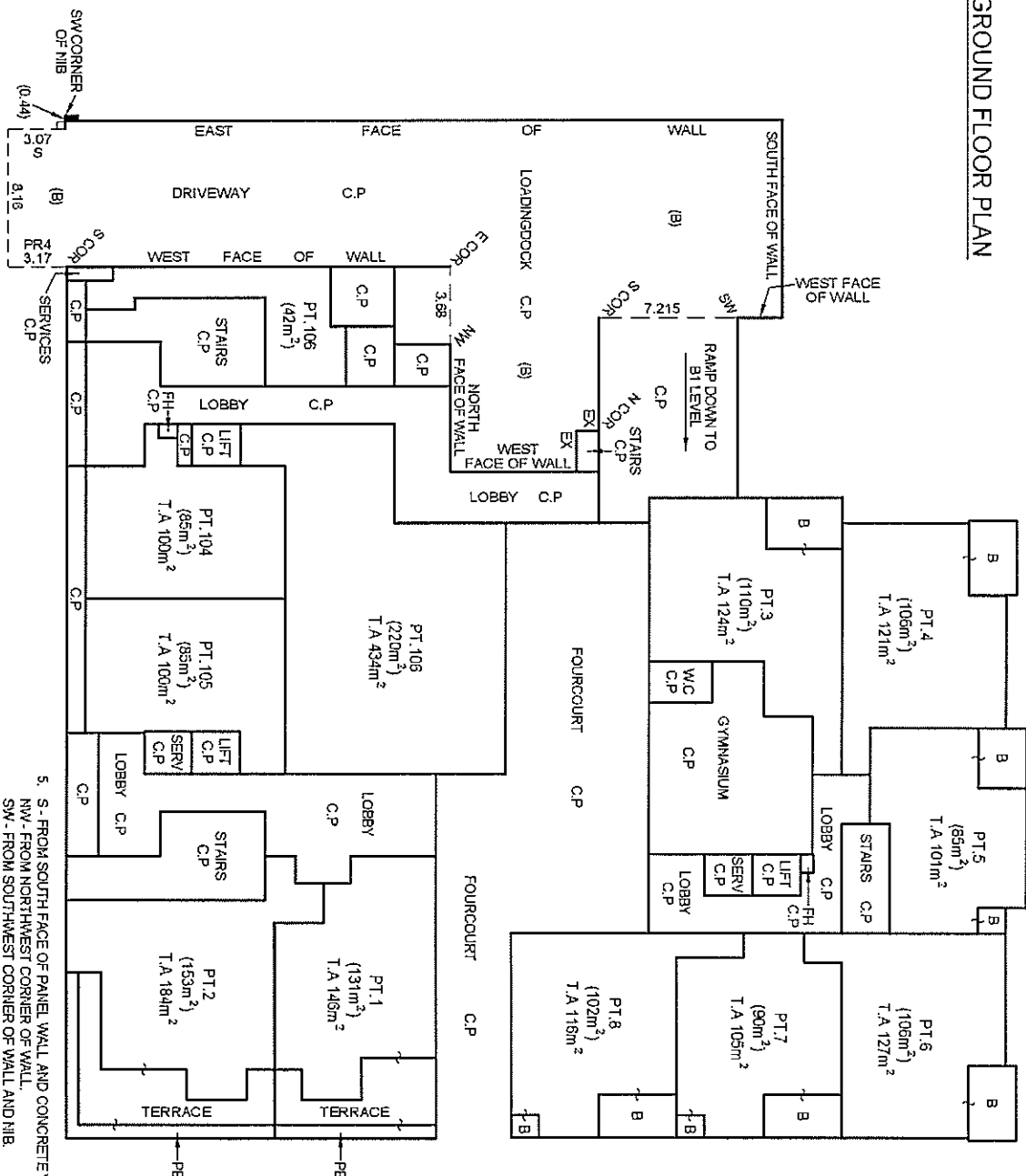
## SEE ADJOINING SHEET 6



- ### 4. RIGHT ANGLE

SP88197

GROUND FLOOR PLAN



NOTES:

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
2. THE BALCONIES, TERRACES AND PLANTER BOXES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE HARDSTANDS EXCEPT WHERE COVERED.
3. (B) - EASEMENT FOR WASTE COLLECTION - VARIABLE WIDTH AND LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE HARDSTAND EXCEPT WHERE COVERED.
4. C.P. - COMMON PROPERTY.  
B - BALCONY.  
W.C. - TOILET.  
F.H. - FIRE HOSE.  
SERV. - SERVICES.  
L - RIGHT ANGLE.

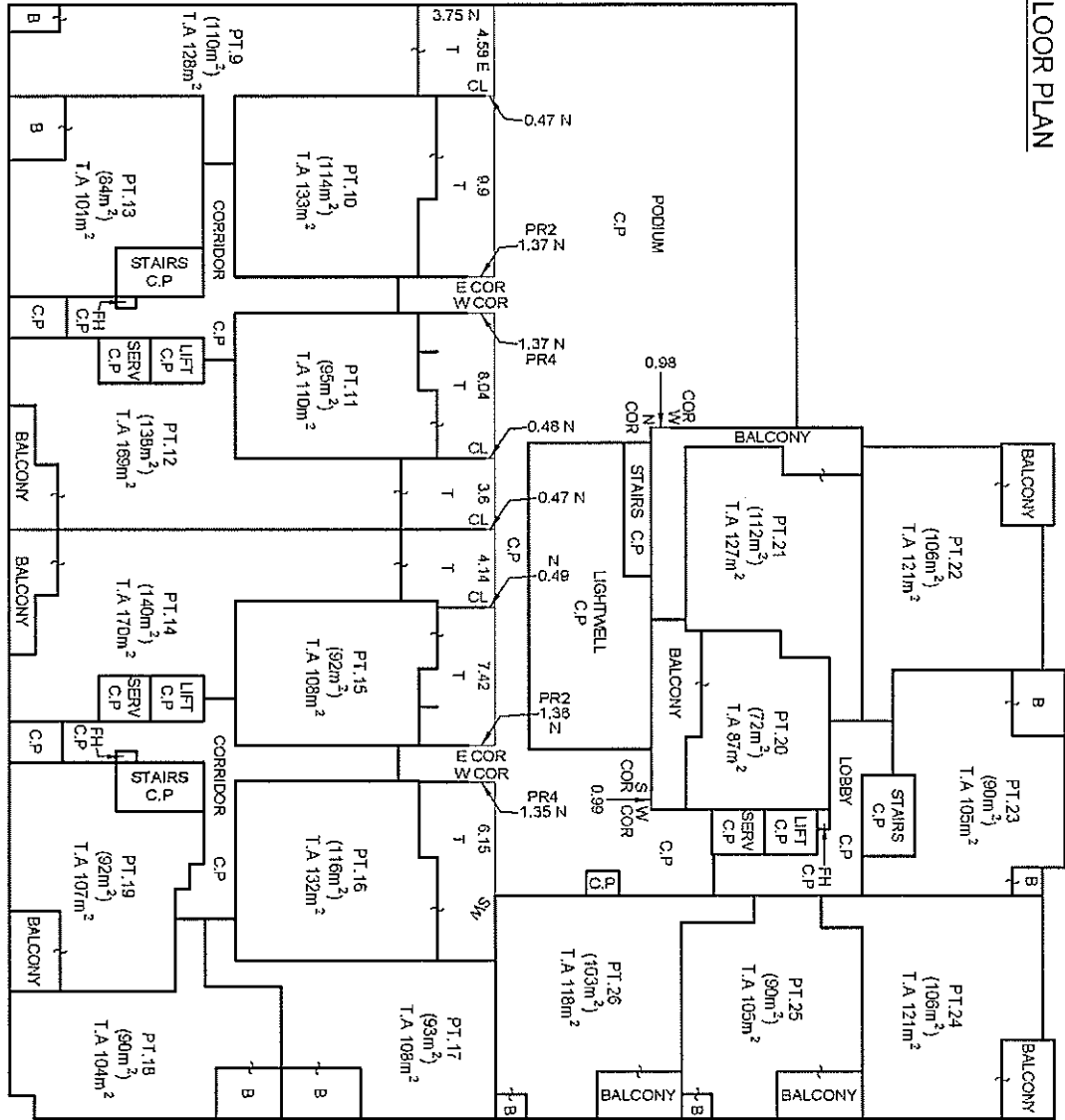
5. S - FROM SOUTH FACE OF PANEL WALL AND CONCRETE WALL.  
NW - FROM NORTHWEST CORNER OF WALL.  
SW - FROM SOUTHWEST CORNER OF WALL AND NIB.  
EX - EXTERNAL FACE OF STAIRS.  
PR4 - PROLONGATION OF WEST FACE OF WALL.  
S COR - FROM SOUTH CORNER OF CONCRETE WALL/CONCRETE EDGE.  
N COR - FROM NORTH CORNER OF CONCRETE WALL.  
E COR - FROM EAST CORNER OF CONCRETE WALL/CONCRETE EDGE.

Surveyor: ANDREW CHU  
Surveyor's Ref: S-22065X  
(21786)  
Subdivision No.: 177SC10/13  
Lengths are in metres  
Reduction Ratio 1:250



SP88197

LEVEL 1 FLOOR PLAN



NOTES:

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
2. THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE HARDSTANDS EXCEPT WHERE COVERED.
3. C.P. - COMMON PROPERTY.  
B. - BALCONY.  
T. - TERRACE.  
FH - FIRE HOSE.  
T.A. - TOTAL AREA.  
SERV. - SERVICES.

4. N - FROM NORTH FACE OF WALL.  
E - FROM EAST FACE OF WALL.  
CL - CENTRELINE OF WALL.  
SW - SOUTHWEST CORNER OF WALL.  
N COR - NORTH CORNER OF WALL.  
S COR - SOUTH CORNER OF WALL.  
E COR - EAST CORNER OF WALL.  
W COR - WEST CORNER OF WALL.  
PR2 - PROLONGATION OF EAST FACE OF WALL.  
PR4 - PROLONGATION OF WEST FACE OF WALL.

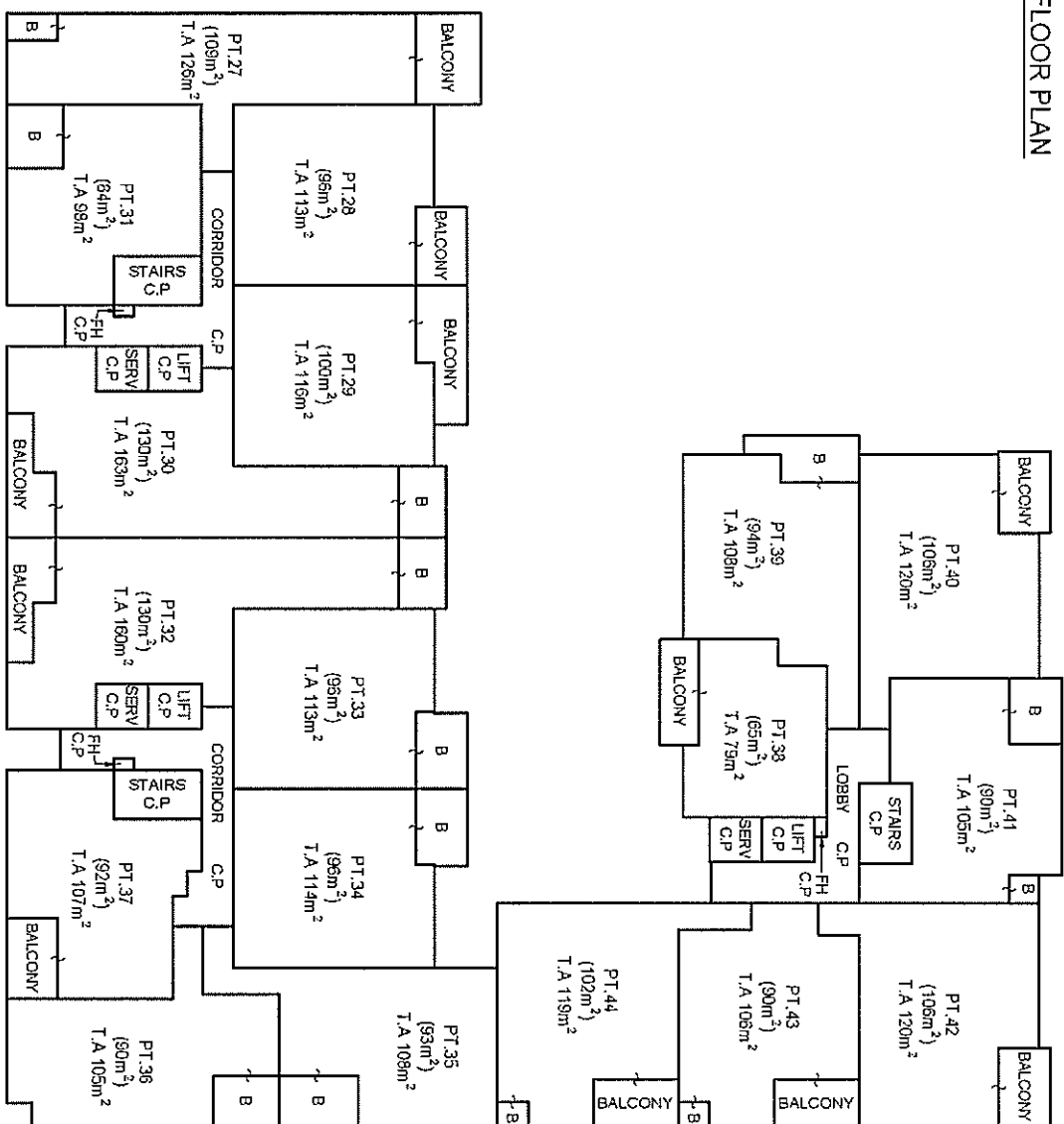
Surveyor: ANDREW CHU  
Surveyor's Ref: S-22065X  
(21786)  
Subdivision No.: 17/SC10/M3  
Lengths are in metres  
Reduction Ratio 1:250



Registered  
14-05-2013

SP88197

## LEVEL 2 FLOOR PLAN



## NOTES

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

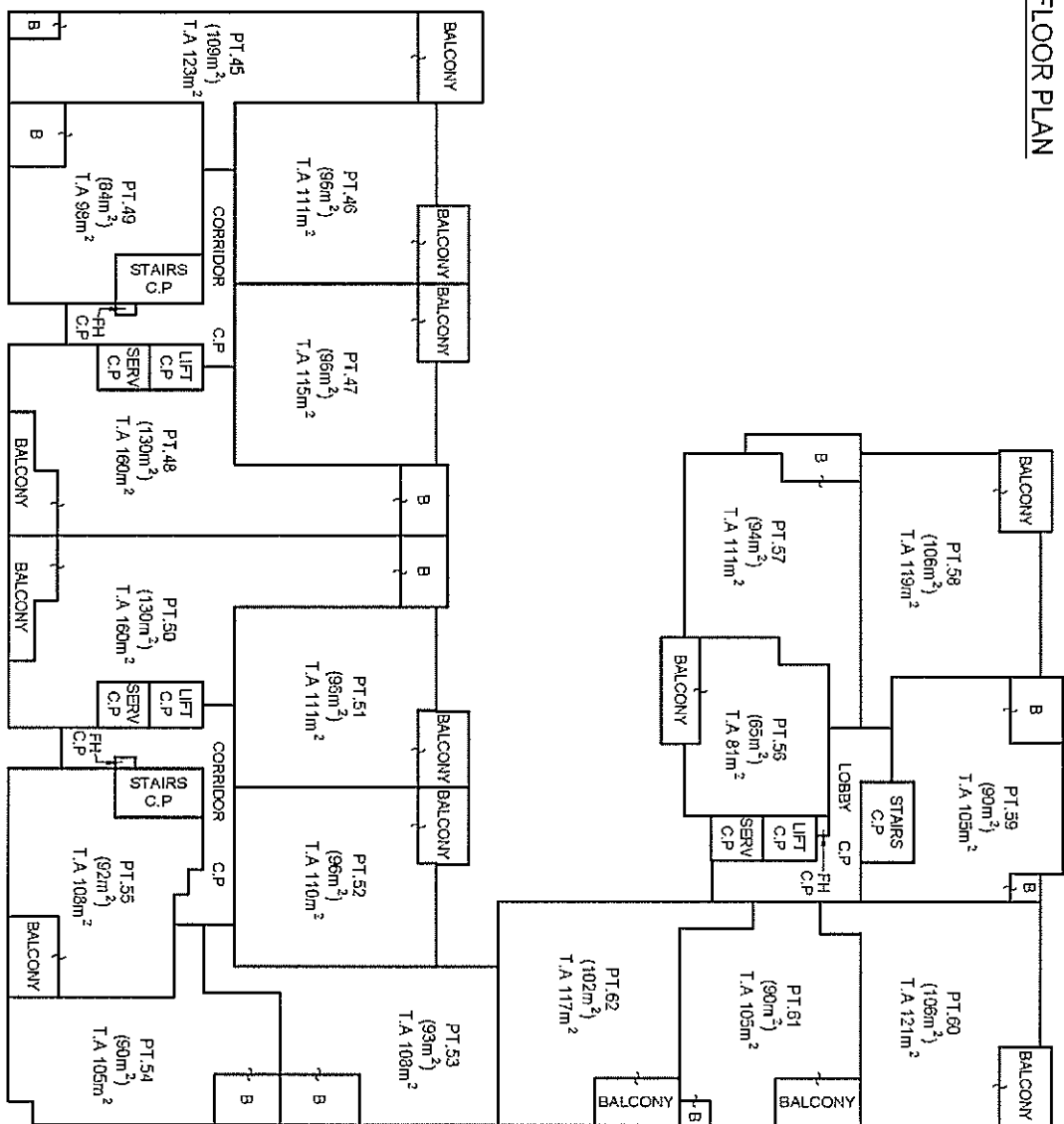
Surveyor: ANDREW CHU  
Surveyor's Ref: S-22065X  
(21786)  
Subdivision No: 17/SC1013  
Lengths are in metres  
Reduction Ratio 1:250



Registered  
14-05-2013

SP88197

## LEVEL 3 FLOOR PLAN



## NOTES:

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
2. THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE HARDSTANDS EXCEPT WHERE COVERED.
3. C.P. - COMMON PROPERTY.  
B. - BALCONY.  
FH - FIRE HOSE.  
SERV - SERVICES.

Surveyor: ANDREW CHU  
Surveyor's Ref: S-22065X  
(21786)  
Subdivision No.: 17/SC10/13  
Lengths are in metres  
Reduction Ratio 1:250

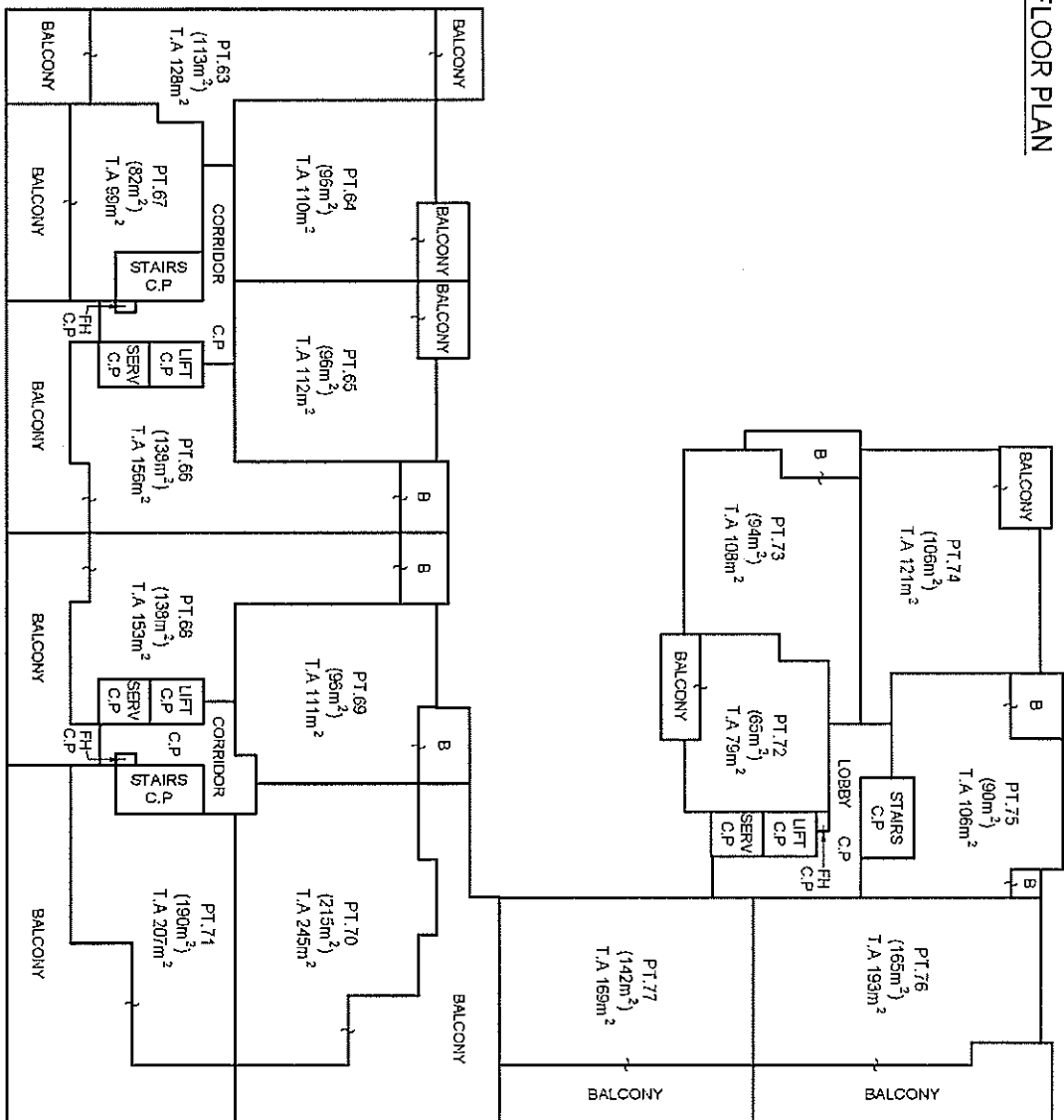


Registered

14-05-2013

SP88197

## LEVEL 5 FLOOR PLAN



## NOTES:

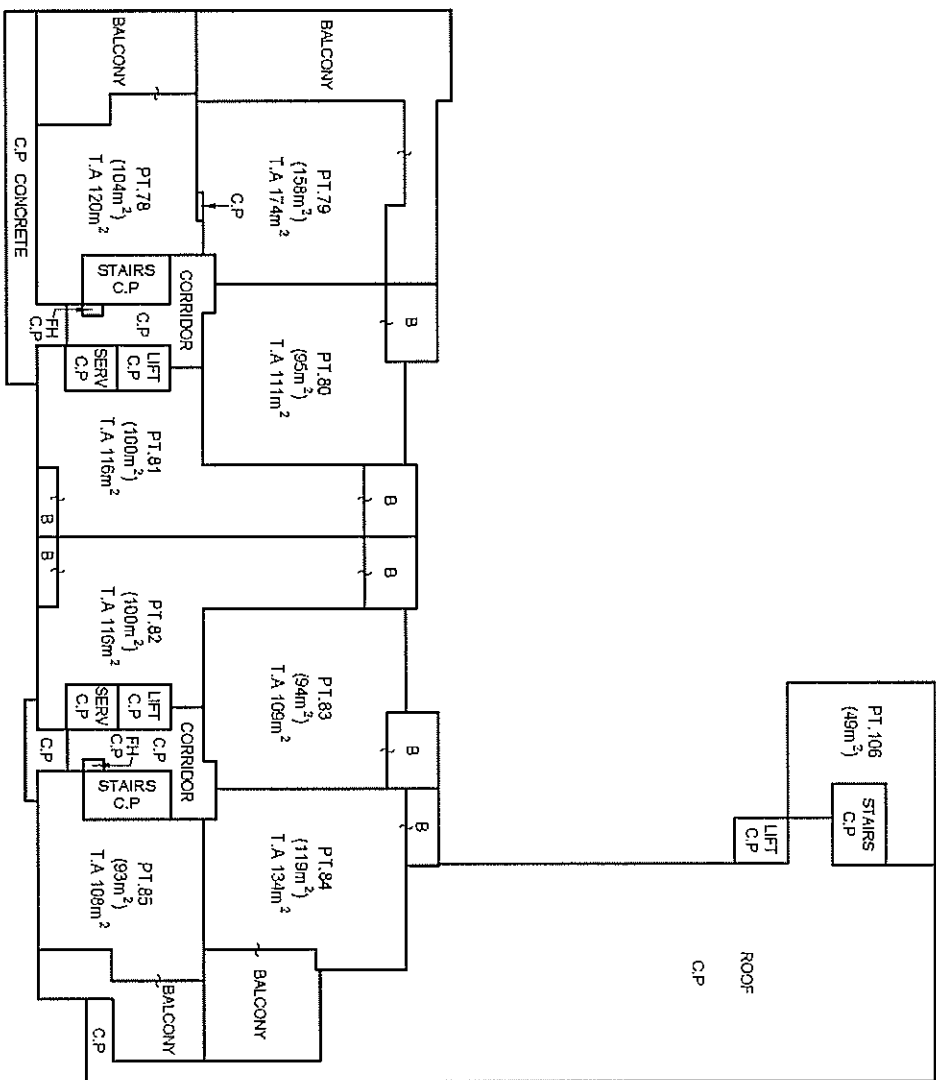
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2. THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE HARDSTANDS EXCEPT WHERE COVERED.
3. C.P. - COMMON PROPERTY.  
B - BALCONY.  
F.H. - FIRE HOSE.  
T.A. - TOTAL AREA.  
SERV. - SERVICES.

Surveyor: ANDREW CHU  
Surveyor's Ref: S-22065X  
(21786)  
Subdivision No: 17SC10113  
Lengths are in metres  
Reduction Ratio 1:250

Registered  
14-05-2013

SP88197

## LEVEL 6 FLOOR PLAN



## NOTES

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
2. THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE HARDSTANDS EXCEPT WHERE COVERED.
3. C.P. - COMMON PROPERTY.  
B - BALCONY.  
F.H. - FIRE HOSE.  
T.A. - TOTAL AREA.  
SERV - SERVICES.

Surveyor: ANDREW CHU

Surveyor's Ref: S-22065X  
(21786)Subdivision No: 17/SC10/13  
Lengths are in metres  
Reduction Ratio 1:250

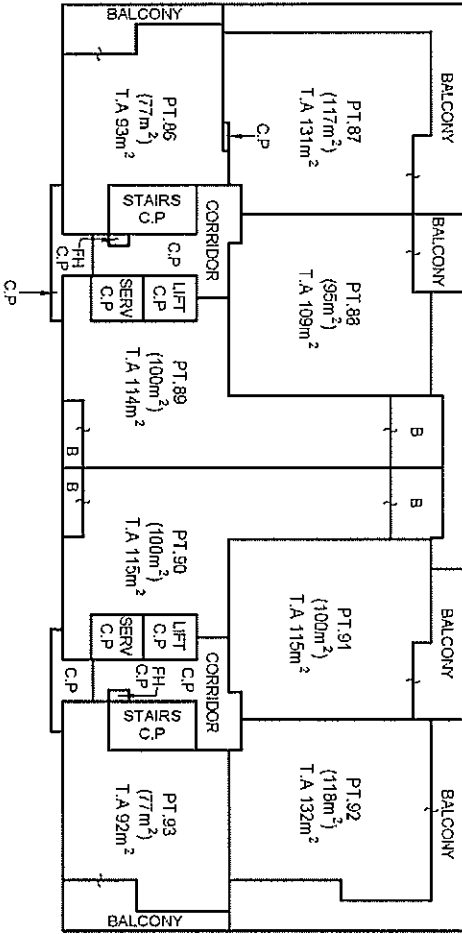
Registered



14-05-2013

SP88197

LEVEL 7 FLOOR PLAN



NOTES:

1. THE AREAS SHOWN HEREON ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
2. THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE HARDSTANDS EXCEPT WHERE COVERED.
3. C.P. - COMMON PROPERTY.  
B - BALCONY.  
F.H. - FIRE HOSE.  
T.A. - TOTAL AREA.  
SERV. - SERVICES.

Surveyor: ANDREW CHU  
Surveyor's Ref: S-22065X  
(21786)  
Subdivision No : 17/SC10/13  
Lengths are in metres  
Reduction Ratio 1:250


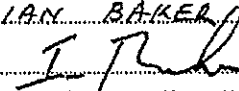
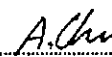


Registered  
14-05-2013

SP88197

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



STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:  14-05-2013</div> <div>Purpose: STRATA PLAN</div>		<div>Office Use Only</div> <div>SP88197</div>
PLAN OF SUBDIVISION OF LOT 300 IN DP 1175860		LGA: BURWOOD Locality: BURWOOD Parish: CONCORD County: CUMBERLAND
<div>Strata Certificate (Approved Form 5)</div> <div>(1) <del>The Council of</del> .....</div> <div>The Accredited Certifier: <u>IAN BAKER</u></div> <div>Accreditation number: <u>BPB 0017</u></div> <div>has made the required inspections and is satisfied that the requirements of;</div> <div><del>*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,</del></div> <div><del>*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,</del></div> <div>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</div> <div>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</div> <div><del>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del></div> <div>*(4) The building encroaches on a public place and;</div> <div><del>*(a) The Council does not object to the encroachment of the building beyond the alignment of .....</del></div> <div><del>*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</del></div> <div><del>*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</del></div> <div>Date: <u>20 APRIL 2013</u></div> <div>Subdivision number: <u>17/SC10/13</u></div> <div>Relevant Development Consent number: <u>17/CDL09/13</u></div> <div>Issued by: <u>IAN BAKER</u></div> <div>Signature: </div> <div>Authorised Person / General Manager / Accredited Certifier</div> <div>* Strike through if inapplicable.</div> <div>^ Insert lot numbers of proposed utility lots.</div>		<div>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</div> <div>The Owners – Strata Plan No 88197 No.67-73 SHAFTESBURY ROAD BURWOOD NSW 2134</div> <div>The adopted by-laws for the scheme are:</div> <div><del>* A MIXED USE Model By-laws</del></div> <div><del>* together with, Keeping of animals: Option A/B/C</del></div> <div>* By-laws in <u>5</u> sheets filed with plan.</div> <div>* Strike through if inapplicable</div> <div>^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)</div> <div>Surveyor's Certificate (Approved Form 3)</div> <div>I, ANDREW CHU</div> <div>of KEVIN BROWN AND ASSOCIATES PTY LTD</div> <div>P. O BOX 500 HURSTVILLE BC NSW 1481</div> <div>a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:</div> <div>(1) Each applicable requirement of</div> <div>* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met</div> <div>* <del>Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met</del></div> <div>*(2) <del>*(a) The building encroaches on a public place;</del></div> <div><del>*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.</del></div> <div>*(3) The survey information recorded in the accompanying location plan is accurate.</div> <div>Signature: </div> <div>Date: <u>8-4-13</u></div> <div>* Strike through if inapplicable.</div> <div>^ Insert the deposited plan number or dealing number of the instrument that created the easement</div>
Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A		SURVEYOR'S REFERENCE: S-22603X (21786)

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creating or totalling will lead to rejection

# STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



14-05-2013

Office Use Only

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SP88197

PLAN OF SUBDIVISION OF LOT 300 IN  
 DP 1175860

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ...17/SC/10/13.....

Date of endorsement: ...20 APRIL 2013.....

## UNIT ENTITLEMENTS

LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
1	94	28	93	55	92	82	97
2	105	29	93	56	69	83	96
3	91	30	109	57	93	84	100
4	92	31	91	58	94	85	75
5	90	32	109	59	94	86	75
6	93	33	93	60	96	87	99
7	91	34	93	61	93	88	97
8	93	35	92	62	96	89	98
9	92	36	92	63	95	90	98
10	92	37	91	64	94	91	97
11	73	38	68	65	94	92	101
12	108	39	93	66	96	93	76
13	91	40	94	67	70	94	76
14	108	41	93	68	96	95	100
15	73	42	94	69	94	96	98
16	92	43	92	70	119	97	99
17	91	44	94	71	100	98	99
18	91	45	94	72	70	99	104
19	91	46	93	73	94	100	122
20	68	47	93	74	97	101	132
21	91	48	109	75	95	102	121
22	93	49	92	76	121	103	139
23	93	50	109	77	118	104	57
24	93	51	93	78	74	105	57
25	91	52	93	79	98	106	130
26	93	53	93	80	96		
27	93	54	93	81	97		

AGGREGATE 10000

If space is insufficient use additional annexure sheet.

Surveyor's Reference: S-22603X (21786)

STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 300 IN DP 1175860

Office Use Only

SP88197

Office Use Only

Registered: 14-05-2013



Strata Certificate Details: Subdivision No: 17/SC10/13 Date: 20 APRIL 2013

IT IS INTENDED TO CREATE PURSUANT TO SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED.

1. POSITIVE COVENANT
2. EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH

EXECUTED BY CANTERBURY ROAD (DULWICH HILL) PTY LTD ACN 684 206 672 BY ITS  
AUTHORISED OFFICERS.

Director

Director/Secretary

ZULIANG WEI

Name of Director  
(BLOCK LETTERS)

JIANG QIU ZHANG

Name of Director/Secretary  
(BLOCK LETTERS)

Signed at Parramatta the 30 day of  
April 2013 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of Attorney  
Book 4548 No. 444  
Witness

Swaran Singh  
Level 3  
101 George Street  
Parramatta NSW 2150

BRADLEY MORRIS  
RELATIONSHIP EXECUTIVE

SURVEYOR'S REFERENCE: S-22603X (21786)

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 7(3) OF  
THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B OF THE  
CONVEYANCING ACT, 1919, AS AMENDED

Lengths are in metres

ePlan

Sheet 1 of 4 Sheets

Plan: **SP88197**

Plan of subdivision of Lot 300  
in Deposited Plan No. 1175860 covered by  
Strata Certificate No. *17/SC10/13*  
dated the *20* day of *APRIL* 2013

PART 1

Full name and address of  
Proprietor of the land:

Canterbury Road (Dulwich Hill) Pty. Ltd.,  
ACN. 684 206 672  
P.O BOX 686,  
BURWOOD. NSW 1805

1. Identity of Covenant firstly  
referred to in abovementioned  
Plan:

Positive Covenant

Schedule of Lots etc., Affected

Lots/Authority Burdened

Lots/Authority Benefited

1 to 106 inclusive and Common Property

Burwood Council

2. Identity of Easement secondly  
referred to in abovementioned  
Plan:

Easement for Waste Collection  
Variable Width

Schedule of Lots etc., Affected


Lots/Authority Burdened

Lots/Authority Benefited

Common Property

Burwood Council

Approved by Burwood Council



Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 7(3) OF  
THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B OF THE  
CONVEYANCING ACT, 1919, AS AMENDED**

Lengths are in metres

ePlan

Sheet 2 of 4 Sheets

Plan: **SP88197**


Plan of subdivision of Lot 300  
in Deposited Plan No. 1175860 covered by  
Strata Certificate No. 17/6010/13  
dated the 20 day of APRIL 2013

**PART 2**

**Terms of Positive Covenant firstly referred to in the abovementioned plan:**

- (a) The stormwater detention facility as described by work as executed plans nos. 211039-H01 revision C and 211039 -H03 revision E forming part of the DA approval DA no. 2011/108 shall not be altered or removed in whole or in part without the written approval of Burwood Council.
- (b) The proprietor of the property agrees to be responsible for keeping clear and the maintenance of the facilities consisting of :
  - (i) Overland surface flow path
  - (ii) Finished pavement and ground levels
  - (iii) Prevention of the erection of any structures or fencing
  - (iv) On-site Stormwater Detention system
  - (v) Pump and rising main system.
- (c) The proprietor agree to have the facilities inspected annually by a competent practicing hydraulic/ civil engineer.
- (d) The Council shall the right to enter upon the land referred to above, at all reasonable times to inspect, construct, install, clean, repair and maintain in good working order the facilities in or upon the said land, and recover the cost of any such works from the proprietor.
- (e) The registered proprietor shall indemnify the Council and any adjoining land owners against damage to their land arising from failure of any component of the facilities.

Approved by Burwood Council

  
\_\_\_\_\_  
Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 7(3) OF  
THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B OF THE  
CONVEYANCING ACT, 1919, AS AMENDED**

ePlan

Lengths are in metres

Sheet 3 of 4 Sheets

Plan: **SP88197**

Plan of subdivision of Lot 300  
in Deposited Plan No. 1175860 covered by  
Strata Certificate No. *17/SC10/13*  
dated the *26* day of *APRIL* 2013

**Terms of Easement secondly referred to in the abovementioned plan:**

1. Full and free right for Burwood Council its servants, agents, contractors and all persons authorised by Burwood Council to go, pass and repass over the whole of the land described as the servient tenement at all times with or without vehicles for the purpose of collecting and removing garbage and refuse from the servient tenement and for purposes incidental thereto, PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to enter any building, private open space OR courtyard, except to the extent necessary to gain access to garbage receptacles located therein, in positions approved by Burwood Council, or to drive any motor vehicle onto any part of the servient tenement which has not apparently been constructed or provided for the purpose of a carriageway or parking area for vehicles.

Name of Authority having the power to release, vary or modify the Positive Covenant, one in the plan and Easement, two in the plan referred to is Burwood Council.

Approved by Burwood Council



Authorised Person

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF  
LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 7(3) OF  
THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SECTION 88B OF THE  
CONVEYANCING ACT, 1919, AS AMENDED

ePlan

Lengths are in metres

Sheet 4 of 4 Sheets

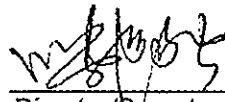
Plan: **SP88197**

Plan of subdivision of Lot 300  
in Deposited Plan No. 1175860 covered by  
Strata Certificate No. 17/SL10/13  
dated the 20 day of APRIL 2013

EXECUTED BY CANTERBURY ROAD (DULWICH HILL) PTY LTD ACN 684 206 672 BY ITS  
AUTHORISED OFFICERS.


  
Director

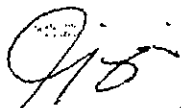
ZULIANG WEI  
Name of Director  
(BLOCK LETTERS)

  
Director/Secretary

JIAN QIU ZHANG  
Name of Director/Secretary  
(BLOCK LETTERS)

Signed at Parlammatta the 20 day of  
April 2013 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of Attorney  
Book 454 No. 494  
Witness

  
BRADLEY MORRIS  
RELATIONSHIP EXECUTIVE

  
Swaran Singh  
Level 2  
101 George Street  
Parlammatta NSW  
2150

Approved by Burwood Council

  
Authorised Person

REGISTERED



14-05-2013

# SP88197

## Approved Form 27

### By-Laws

#### STRATA PLAN No.

#### Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

The mixed use model by-laws referred to in the Strata Schemes Management Regulation 2010 – Schedule 7 are adopted for this scheme with option A selected for keeping of animals and with the following additional by-law.

#### Exclusive use for location and installation of Air Conditioning services.

#### Exclusive use by-law

- 25.1 This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Owners of Lots 104 and 105 a special privilege in respect of the Common Property to install and maintain an air-conditioning system to serve each Lot, subject to the conditions specified in the By-Law. The owners corporation may amend or cancel it, only by special resolution and with the written consent of the owner of each lot.

#### Grant of Special privilege in respect of the Common Property

- 25.2 On the conditions set out in this By-Law the Owners of Lots 104 and 105 shall have rights of special privilege in respect to Common Property to install and maintain an air-conditioning system to serve the Lot and any Occupiers of the Lot with the condenser of the unit to be located in the Common Property as illustrated in the sketch (Annex 'A') at Basement 1 Level. The area shown as (A) is for the exclusive use of Lot 104 and the area shown as (B) for the exclusive use of Lot 105.
- 25.3 Subject to the terms of this By-Law, any subsequent By-Law and/or and special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Common Property.
- 25.4 The Owner of each Lot must maintain the air-conditioner in a state of good and serviceable repair, and must renew or replace it when necessary.
- 25.5 The air-conditioner remains the personal property of the Owner of each Lot from time to time
- 25.6 The Owner of each Lot may remove the air-conditioning unit but must do so at their expense and in a workmanlike manner. The Owner must ensure that after an air conditioning unit is removed the Common Property is restored.
- 25.7 The Owner of each Lot at their own cost must repair and damage to the Common Property or the property of the Owner or Occupier of another Lot, occurring as a result of the use, installation, maintenance, replacement, repair, renewal or removal of an air conditioning unit serving their lot.

# SP88197

ePlan

## Approved Form 27

25.7 The Owner of each Lot must indemnify the Owners Corporation and the Owners and Occupiers of other Lots against any Liability or expense that would not have been incurred if any air conditioning unit had not been installed to serve his Lot, including and liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed as a consequence of the installation of the air conditioner.

25.9 The terms of this By-Law apply to any replacement unit.

### Exclusive use for parking of vehicles.

#### Exclusive use by-law

26.1 This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Owners of Lot 106 exclusive use and enjoyment in respect of specified parts of the Common Property for the parking of vehicles, subject to the conditions specified in the By-Law. The owners corporation may amend or cancel it, only by special resolution and with the written consent of the owners of lot 106.

#### Grant of Exclusive use in respect of part of the Common Property

26.2 On the conditions set out in this By-Law the Owners of Lot 106 shall have rights of exclusive use and enjoyment in respect of part of the Common Property for the parking of vehicles (both motorized or non- motorized) and to be located on the Common Property as illustrated in the sketch (Annex 'B') at Basement 1 Level.

26.3 Subject to the terms of this By-Law, any subsequent By-Law and/or and special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair the structure of the Common Property.

26.4 Notwithstanding subclause 26.3 the Owners for the time being Lot 106 shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair the surface of the common property of which they jointly have a right of exclusive use and enjoyment under this by-law, and for the keeping of it clean, tidy and well-ordered condition free of grease and oil.

26.5 Owners and occupiers of the Strata Scheme may continue to use the area illustrated in the sketch (Annex 'B') for pedestrian access, notwithstanding the rights granted by this by-law.

26.6 The Owners of each of the Lot 106 must indemnify the Owners Corporation and the Owners and Occupiers of other Lots against any liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the use of the area illustrated in the sketch (Annex 'B')

SP88197

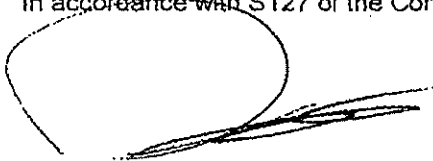
ePlan

Approved Form 27

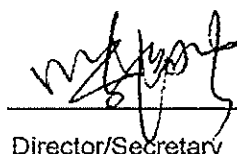
Execution

EXECUTED BY CANTERBURY ROAD (DULWICH HILL) PTY LTD ACN 684 206 672

In accordance with S127 of the Corporations Act 2001



Director



Director/Secretary

ZULIANG WEI

Name of Director

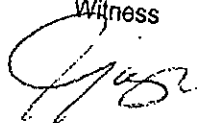
(BLOCK LETTERS)


JIAN QIU ZHANG

Name of Director/Secretary

(BLOCK LETTERS)

Signed at Parramatta  
the 30 day of  
April 2013 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of Attorney  
Book No. 494  
Witness

  
Swaran Singh  
Level 2  
101 George Street  
Parramatta NSW 2150

  
BRADLEY MORRIS  
RELATIONSHIP EXECUTIVE..

Sheet 3 of 5 Sheets

REGISTERED



14-05-2013

# SP88197

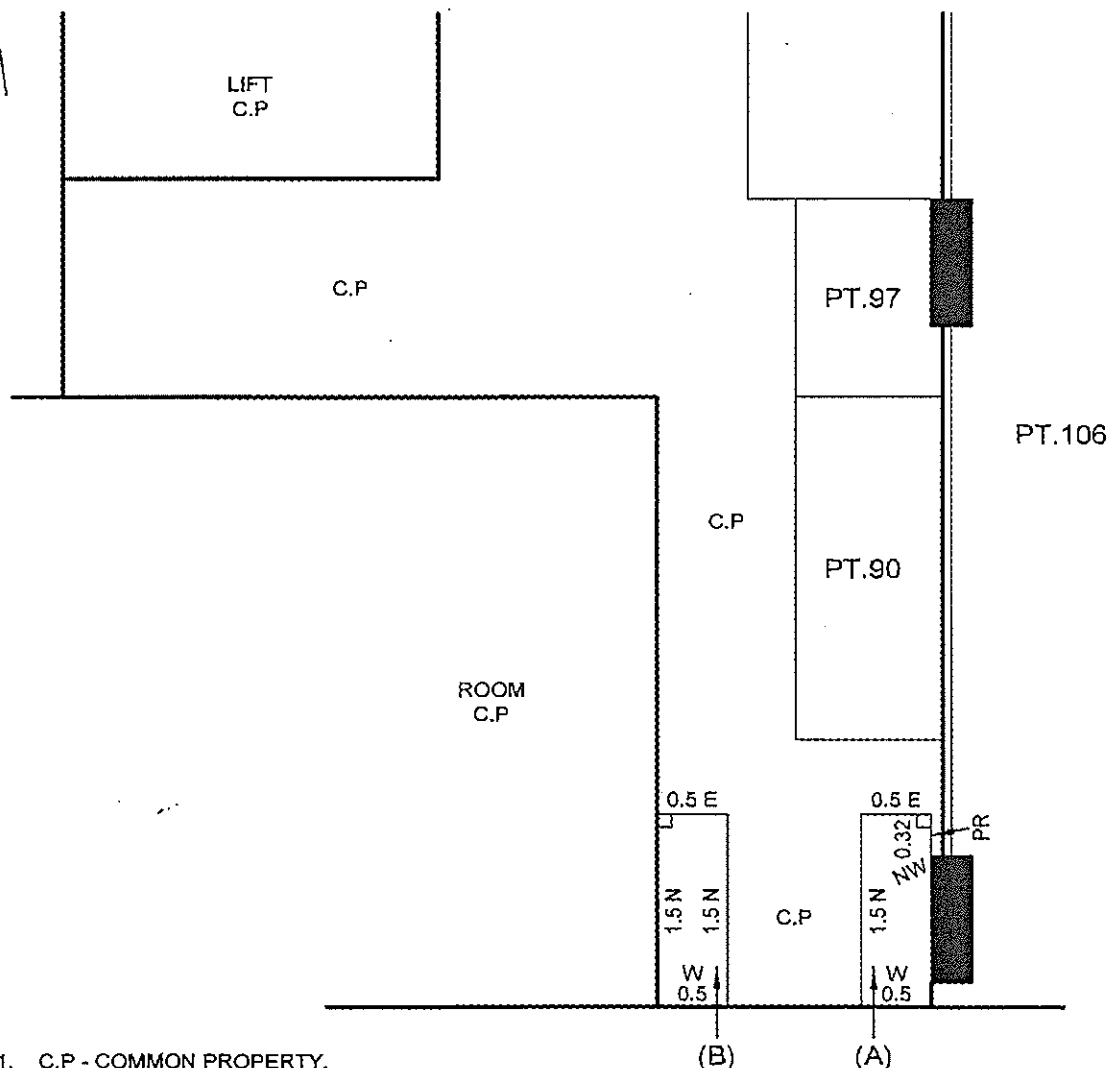
ePlan

## ANNEX 'A'

SCALE 1:50



SKETCH SHOWING EXCLUSIVE USE OF COMMON PROPERTY AREAS  
 AT BASEMENT LEVEL 1



### NOTES:

1. C.P - COMMON PROPERTY.  
 N - FROM NORTH FACE OF WALL.  
 E - FROM EAST FACE OF WALL.  
 W - FROM WEST FACE OF WALL.  
 NW - FROM NORTHWEST CORNER OF COLUMN.  
 PR - PROLONGATION OF WEST FACE OF COLUMN.

- RIGHT ANGLE.

- CONCRETE COLUMN.

2. (A) - EXCLUSIVE USE FOR LOT 104 OVER COMMON PROPERTY LIMITED IN STRATUM FROM THE UNDERSIDE OF THE CONCRETE SLAB ABOVE TO 2 METRES ABOVE THE CONCRETE FLOOR BELOW.  
 (B) - EXCLUSIVE USE FOR LOT 105 OVER COMMON PROPERTY LIMITED IN STRATUM FROM THE UNDERSIDE OF THE CONCRETE SLAB ABOVE TO 2 METRES ABOVE THE CONCRETE FLOOR BELOW.

Sheet 4 of 5 Sheets

REGISTERED



14-05-2013

SP88197

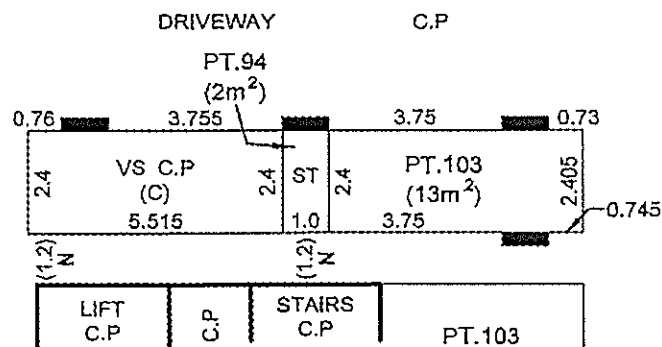
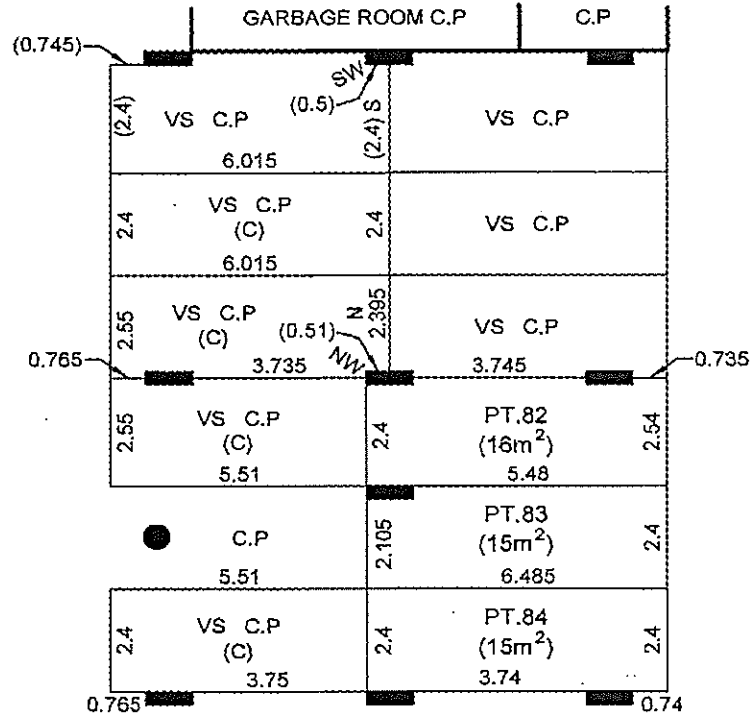
ePlan

M.G.A

ANNEX 'B'

SCALE 1:150

SKETCH SHOWING EXCLUSIVE USE OF COMMON PROPERTY AREAS  
 AT BASEMENT LEVEL 1



NOTES:

1. C.P. - COMMON PROPERTY.  
 VS - VISITOR CARSPACE.  
 N - FROM NORTH FACE OF WALL.  
 S - FROM SOUTH FACE OF COLUMN.  
 NW - FROM NORTHWEST CORNER OF COLUMN.  
 SW - FROM SOUTHWEST FACE OF COLUMN.  
 ■ - CONCRETE COLUMN.  
 ■ - FROM CORNER OF COLUMN.  
 ■ - FROM CENTRELINE OF COLUMN.
2. (C) - EXCLUSIVE USE FOR LOT 106 OVER COMMON PROPERTY LIMITED IN STRATUM FROM THE UPPER SURFACE OF THE CONCRETE HARDSTAND TO THE UNDERSIDE OF THE CONCRETE SLAB ABOVE

Sheet 5 of 5 Sheets

REGISTERED



14-05-2013

Ref: /Src:U

Transfer.....

Endorsement.....

Certificate.....



# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)



A622845V



FREE SIMPLE.

21 9 20 D

21 9 20 D

a Name, residence, occupation, or other designation, in full, of transferor.

A622845

I, Charles Henry Maher of Sydney Doctor of Medicine

b If a less estate, strike out "in fee simple," and interline the required alteration.

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

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 by memorandum underwritten or endorsed hereon, in consideration of the sum of eight hundred and twenty seven pounds nineteen (£827:19:4) shillings and fourpence

e Name, residence, occupation, or other designation, in full, of transferee.

paid to me by Michael Barry of Burwood Builder

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said Michael Barry

g Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings

h Parish or town and county.

situate in Parish of Concord County of Cumberland

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

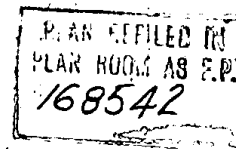
being part of the land comprised in certificate of title

dated 3rd May 1917 registered volume No. 2754 folio 81

~~And also in the pieces of land as follows:~~ and being the whole of the land comprised in the plan endorsed hereon and therein edged red.

And the said Michael Barry for himself his heirs executors administrators transferees and assigns and so as to bind not only himself but the registered proprietors for the time being of the land hereby transferred doth hereby covenant with the said Charles Henry Maher his heirs executors and administrators that he will not erect or cause or permit to be erected on the land hereby transferred any house building or erection which shall be of a value of less than eight hundred pounds (£800)

[Rule up all blanks before signing.]



Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration 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.

Ref: /Src:U p See note "c," page 1.  
A very short note of  
the particulars will  
suffice.

*Nil*

[Rule up all blanks before signing.]

m If this instrument 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 Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferror 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."

In witness whereof, I have hereunto subscribed my name, at *Sydney*  
the *eighteenth* day of *September* in the year  
of our Lord one thousand nine hundred and *twenty*

Signed in my presence by the said

*Charles Henry Maher*  
WHO IS PERSONALLY KNOWN TO ME

*[Signature]*

Signed

*C. H. Maher*  
Transferror.\*

n Repeat attestation for additional parties if required.

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

o For the signature of the Transferee, hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason signature should, if possible, be obtained.

Signed in my presence by the said

Michael Barry

WHO IS PERSONALLY KNOWN TO ME

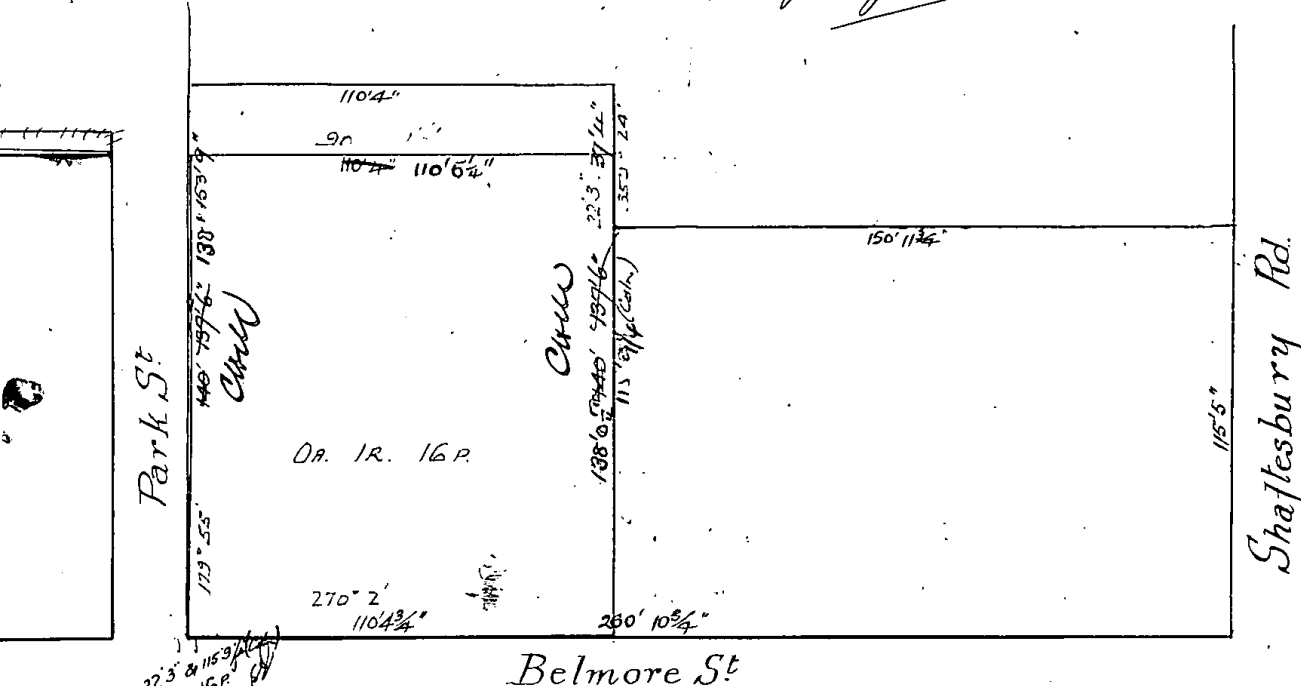
Mr. Freeman

Client to  
Harold T Morgan & Morgan  
Solicitors, Sydney

Michael Barry  
Transferfee.

(\*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50 ; also, to damages recoverable by parties injured.



E=boias 22.3' & 115.9' *115.9'*  
 AREA = DA. 12. 16P. *12*  
 B\*5A7 P. 118 *118*  
 5.10.3...

SEE FURTHER PLAN REPOSED  
IN PLAN ROOM AS F.P.  
168542

Michael Barry

*Chellaker*

FORM OF DECLARATION BY 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 his own handwriting, and that he was of  
ily signed the same.

**q** May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.  
Not required if the instrument itself be made or acknowledged before one of these parties.

r Name of witness and residence.

5 Name of Transferrer.

Name of Transferrer.

u Registrar-General,  
Deputy; Notary-Public,  
J.P., or Commissioner  
for Affidavits.

12. 16pers being part of lot 20  
of section 1 of the Cheltenham Estate  
Belmore St  
Mun. of Burwood  
Dist. of Concord  
  
~~Subject to Easements~~

Lodged by

(Name)

(Address)



Transferor

Transferee

Michael Barry

Particulars entered in the Register Book, Vol. 2754

Folio 81

Councils approval

*all*

the

10<sup>th</sup> day of December, 1920

at

minutes

12 o'clock

in the

noon.

A

622845

*Michael Barry*  
Registrar General




	DATE.	INITIALS.
SENT TO SURVEY BRANCH	2.10.20	<i>gfg</i>
RECEIVED FROM RECORDS	<i>do</i>	<i>gfg</i>
DRAFT WRITTEN	14.12.20	<i>gfg</i>
DRAFT EXAMINED	17	<i>gfg</i>
DIAGRAM COMPLETE	20.12.20	<i>gfg</i>
DIAGRAM EXAMINED	20.12.20	<i>gfg</i>
DRAFT FORWARDED	<i>do</i>	<i>gfg</i>
RETD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENROSSSED		
SUPT. OF ENROSSERS	27.12.20	<i>gfg</i>
BY REGISTRAR GENERAL		

3142 223

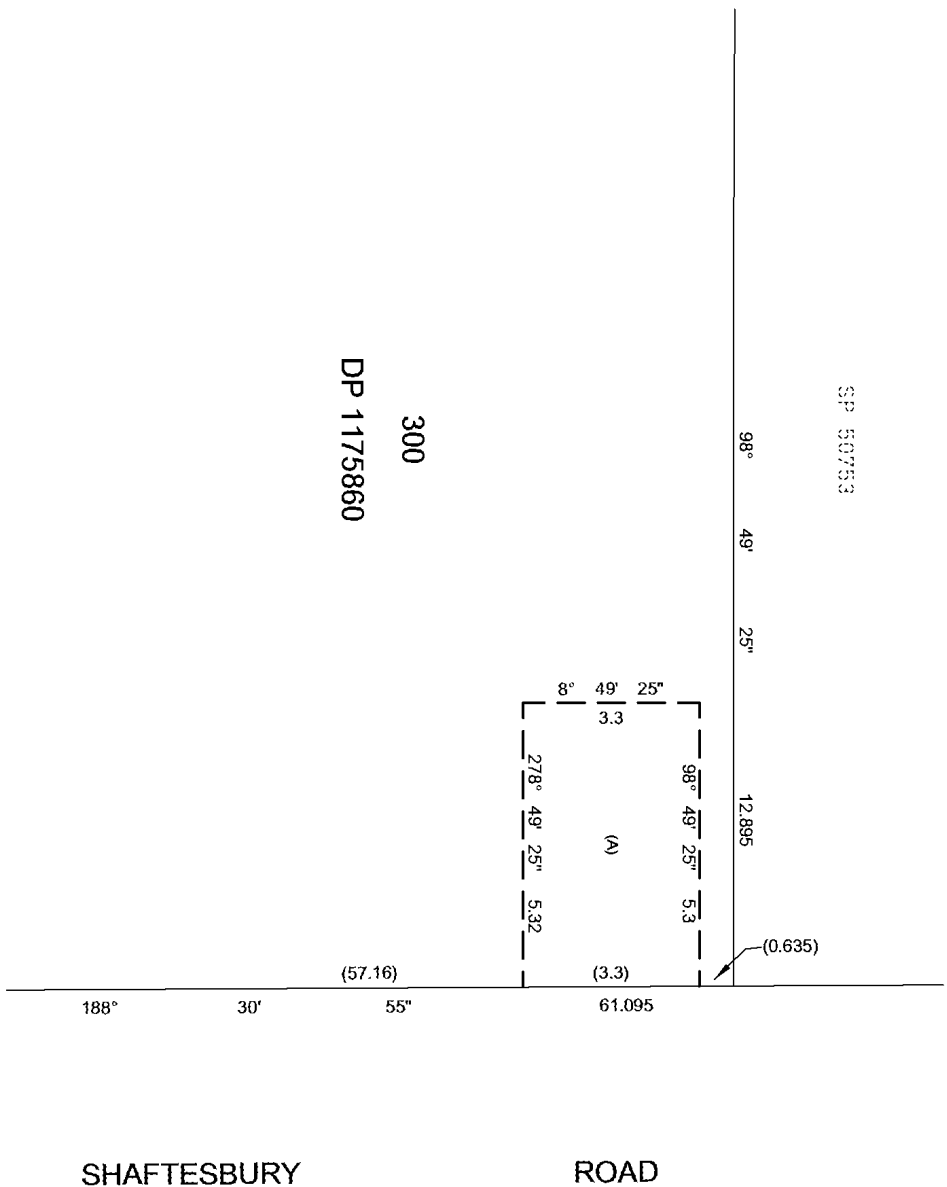
13.12.20 *gfg* 3.30

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.  
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.  
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.  
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.  
The Transfer is complete from the moment it is recorded.  
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

001020304050Table of mm90100110120130140	Surveyor: ANDREW CHU Date of Survey: 30-11-2012 Surveyor's Ref: S-22578X (21786)	PLAN OF EASEMENT AFFECTING LOT 300 IN DP 1175860	LGA: BURWOOD Locality: BURWOOD Subdivision No: Lengths are in metres. Reduction Ratio 1:100	Registered  21.3.2013	DP1183967
--	---	---	---	--	-----------

(A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE.





PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Registered:  21.3.2013</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p><b>DP1183967</b></p>
<p><b>PLAN OF EASEMENT AFFECTING LOT 300 IN DP 1175860</b></p>	<p>LGA: BURWOOD</p> <p>Locality: BURWOOD</p> <p>Parish: CONCORD</p> <p>County: CUMBERLAND</p>
<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p><b>Survey Certificate</b></p> <p>I, ANDREW CHU of KEVIN BROWN AND ASSOCIATES PTY LTD P. O BOX 500 HURSTVILLE BC NSW 1481 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 30-11-2012</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding ^ LOT 300 was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature:  Dated: 30-11-2012</p> <p>Surveyor ID: .....</p> <p>Datum Line: .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p><b>Subdivision Certificate</b></p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p><i>*Strike through if inapplicable.</i></p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p><b>SEE SHEET 2 FOR SIGNATURES AND SEALS</b></p> <p>Plans used in the preparation of survey/compilation. DP 1175860</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>Surveyor's Reference: S-22578X (21786)</p>

Surveyor's Reference: S-22578X (21786)

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

(Sheet 1 of 2 sheets)

**Plan:** **DP1183967** Plan of Easement affecting Lot 300 in DP 1175860

**Full Name and Address of the Registered  
Proprietor of the Land:**

**CANTERBURY ROAD (DULWICH HILL)  
PTY LTD ACN 684 206 672  
P.O. BOX 686,  
BURWOOD. NSW 1805**

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for electricity and other purposes 3.3 wide	Lot 300 DP 1175860	AUSGRID ABN 67 505 337 385

**PART 2 (Terms)**

**TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 1 IN  
THE PLAN**

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

(Sheet 2 of 2 sheets)

**Plan:**

**Plan of Easement affecting Lot 300 in DP 1175860**

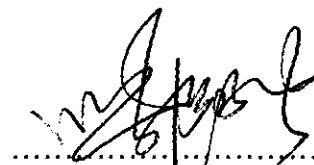
**DP1183967**

**EXECUTED by CANTERBURY ROAD )  
(DULWICH HILL) PTY LTD )  
ACN 684 206 672 in )  
accordance with section 127 of the  
Corporations Act:**

Signature of director

YOU YING FEI

Name (please print)



Signature of director/secretary

JIANQIU ZHANG

Name (please print)

**EXECUTED for and on behalf of )  
AUSGRID by )  
LISA ANNE MAFFINA )  
its duly constituted Attorney pursuant to )  
Power of Attorney registered Book 464 )  
No. 639 in the presence of:**

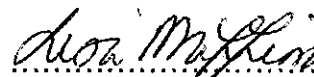
Witness

BRADLEY ANNE THOMSON

Name of Witness (please print)

570 GEORGE ST SYDNEY

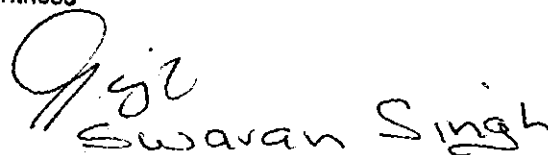
Address of Witness



Attorney

*Bradley Morris  
Relationship Executive*

Signed at Paramatta the 5th day of  
March 2013 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of Attorney  
Book 454 No. 494.  
Witness



NAME OF WITNESS

LEVEL 3, 101 GEORGE ST PARAMATTA  
ADDRESS OF WITNESS

Lodger Details

Lodger Code	502905A
Name	LINCOLN LEGAL PTY LTD
Address	SHOP 7, 108 QUEENS RD HURSTVILLE 2220
Lodger Box	1W
Email	ANDREW@LINCOLNLEGAL.COM.AU
Reference	5855 BY-LAW

Land Registry Document Identification

AS900351

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP88197	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP88197  
Other legal entity

Meeting Date

05/09/2022

Added by-law No.

Details 23, 24, 25 and 26

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP88197
Signer Name	LI WONG
Signer Organisation	LINCOLN LEGAL PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	03/03/2023

## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 88197 was affixed on <sup>^</sup> 05 March 2023 in the  
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to  
attest the affixing of the seal.

Signature: [Signature] Name: Tom Qi Authority: Strata Manager

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Authority: \_\_\_\_\_

<sup>^</sup> Insert appropriate date

\* Strike through if inapplicable

05/03/2023

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

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



**STRATA PLAN 88197**  
**CONSOLIDATED LIST OF BY-LAWS**  
**ANNEXURE "A"**

**1. Changes to common property**

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

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

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

(3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

**2. 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.

**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. Behaviour of owners, occupiers and invitees**

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

#### **5. Children playing on common property**

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

#### **6. Smoke penetration**

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

#### **7. 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.



#### **8. 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.

#### **9. Appearance of lot**

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

#### **10. Cleaning windows and doors**

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

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

#### **11. Hanging out of washing**

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

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



Y.G

**12. Disposal of waste--bins for individual lots [applicable where individual lots have bins]**

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law:

**"bin"** includes any receptacle for waste.

**"waste"** includes garbage and recyclable material.



Y.G

**13. Disposal of waste--shared bins [applicable where bins are shared by lots]**

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

**"bin"** includes any receptacle for waste.

**"waste"** includes garbage and recyclable material.

**14. Change in use or occupation of lot to be notified**

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.



### **15. Compliance with planning and other requirements**

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

### **16. Exclusive use for location and installation of Air Conditioning services**

- 16.1 This is a By-law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Owners of Lots 104 and 105 a special privilege in respect of the Common Property to Install and maintain an air-conditioning system to serve each lot, subject to the conditions specified in the By-Law. The owners corporation may amend or cancel it, only by special resolution and with the written consent of the owner of each lot.

#### **Grant of Special Privilege in respect of the Common Property**

- 16.2 On the conditions set out in this By-law the Owners of Lots 104 and 105 shall have rights of special privilege in respect to Common Property to install and maintain an air-conditioning system to serve the Lot and any Occupiers of the Lot with the condenser of the unit to be located in the Common Property as illustrated in the sketch (Annex 'A') at Basement 1 Level. The area shown as (A) is for the exclusive use of Lot 104 and the area shown as (B) for the exclusive use of Lot 105.
- 16.3 Subject to the terms of this By-law, any subsequent By-law and/or and special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Common Property.
- 16.4 The Owner of each Lot must maintain the air-conditioner in a state of good and serviceable repair, and must renew or replace it when necessary.
- 16.5 The air-conditioner remains the personal property of the Owner of each Lot from time to time
- 16.6 The Owner of each Lot may remove the air-conditioning unit but must do so at their expense and in a workmanlike manner. The Owner must ensure that after an air conditioning unit is removed the Common Property is restored.
- 16.7 The Owner of each Lot at their own cost must repair and damage to the Common Property or the property of the Owner or Occupier of another Lot,



occurring as a result of the use, installation, maintenance, replacement, repair, renewal or removal of an air conditioning unit serving their lot.

- 16.8 The Owner of each Lot must indemnify the Owners Corporation and the Owners and Occupiers of other Lots against any Liability or expense that would not have been incurred if any air conditioning unit had not been installed to serve his Lot, including and liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed as a consequence of the installation of the air conditioner
- 16.9 The terms of this By-law apply to any replacement unit



Req:RB19063 /Doc:SP 0089197 D /Rev:14-May-2013 /Sta:SC.OK /Egs:ALL /Prt:16-Jan-2019 15:03 /Seq:4 of 5  
 Ref:182606 /Src:M

SP88197

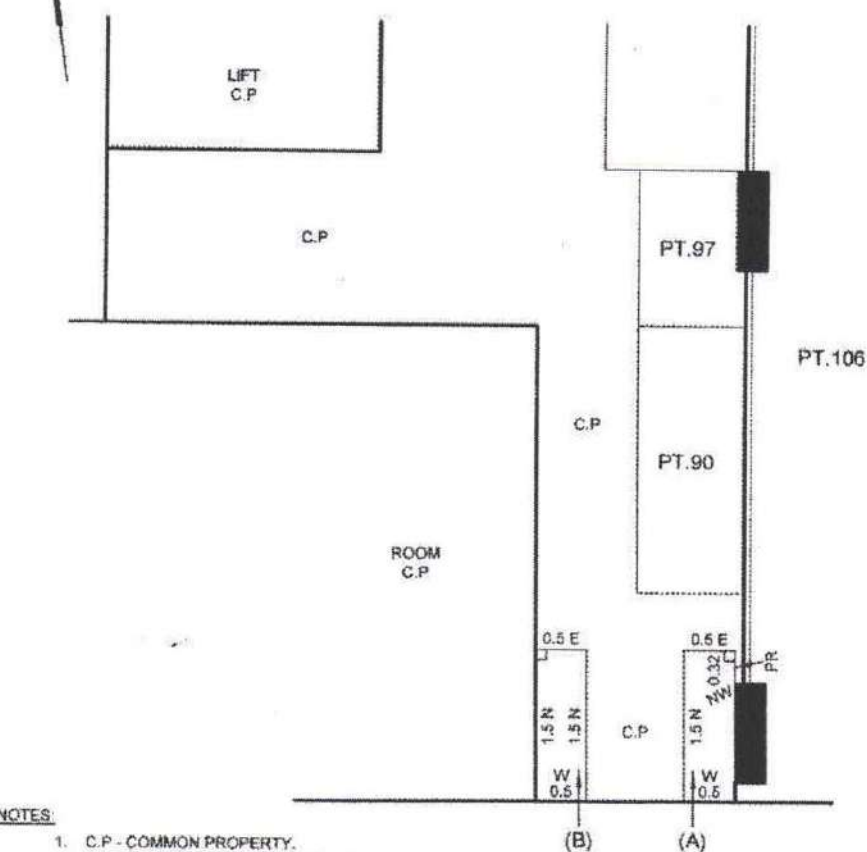
ePlan

M.G.A

ANNEX 'A'

SCALE 1:50

SKETCH SHOWING EXCLUSIVE USE OF COMMON PROPERTY AREAS  
 AT BASEMENT LEVEL 1



NOTES

1. C.P. - COMMON PROPERTY.  
 N - FROM NORTH FACE OF WALL.  
 E - FROM EAST FACE OF WALL.  
 W - FROM WEST FACE OF WALL.  
 NW - FROM NORTHWEST CORNER OF COLUMN.  
 PR - PROLONGATION OF WEST FACE OF COLUMN.  
 □ - RIGHT ANGLE.  
 ■ - CONCRETE COLUMN.
2. (A) - EXCLUSIVE USE FOR LOT 104 OVER COMMON PROPERTY LIMITED IN STRATUM FROM THE UNDERSIDE OF THE CONCRETE SLAB ABOVE TO 2 METRES ABOVE THE CONCRETE FLOOR BELOW.  
 (B) - EXCLUSIVE USE FOR LOT 105 OVER COMMON PROPERTY LIMITED IN STRATUM FROM THE UNDERSIDE OF THE CONCRETE SLAB ABOVE TO 2 METRES ABOVE THE CONCRETE FLOOR BELOW.

Sheet 4 of 5 Sheets

REGISTERED



14-05-2013



## 17. Noise

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

- 1) All noise in common property areas (including courtyard areas outside of Ground floor Gymnasium and Level 1 courtyard) must cease after 9:30pm (Mon-Sun)
- 2) For lot owners and occupiers, all noise within your lot/apartment must not be excessive after 10:30pm. If the noise is found to be interfering with the peaceful enjoyment of the owner or occupier of another lot then they have every right to contact the Police to handle the problem.
- 3) Gymnasium opening hours are restricted to Monday to Sunday 5am to 10pm inclusive. The Gymnasium will be closed all other times.

## 18. 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) 6 (six) hours parking limit in all visitor parking spaces
- 3) No overnight visitors parking from 11pm to 7am
- 4) No parking in driveways including the area after garage entry door
- 5) Carwash bay is to be used for the sole purpose of washing your car and not to be used as a parking spot
- 6) Loading bay is provided for the loading and unloading of goods and not to be used as a parking spot

## 19. Keeping of animals

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



- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

## **20. Remotes and swipe cards allocation**

- 20.1 An owner or occupier of a lot is to be allocated remote(s) and swipe card(s), according to the number of bedrooms in the lot:
- a. One (1) bedroom: 1 remote and 1 swipe card
  - b. Two (2) bedrooms: 1 remote and 3 swipe cards
  - c. Three (3) bedrooms: 2 remotes and 4 swipe cards
- 20.2 The maximum number of remote(s) and swipe card(s) are allocated strictly in accordance to clauses 20.1 above.
- 20.3 An owner or occupier may order replacements of remote(s) and/or swipe card(s) at their own cost in accordance with the costs fixed by the strata agent.

## **21. Minor Renovations**

### **Special By-Law (Minor Renovations By-law)**

#### **21.1 Intention**

The intention of this By-law is:

- (i) To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- (ii) Define what Minor Works may be approved by the committee,
- (iii) Provide owners with an application process to have their Minor Works approved,
- (iv) Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.



## 21.2 Definitions

- (i) The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- (ii) Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
  - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
  - b. Renovating any other room within a lot (not including structural works)
  - c. Changing or installing recessed light fittings,
  - d. Installing or replacing wood or other hard floors,
  - e. Installing or replacing wiring or cabling or power or access points,
  - f. Work involving reconfiguring walls,
  - g. Installing or replacing pipes and duct work,
  - h. Installing a reverse cycle split system or ducted air-conditioning system,
  - i. Installing double or triple glazed windows,
  - j. Installing ceiling, wall or floor insulation,
  - k. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

## 21.3 Authority to approve Minor Renovations

- (i) The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- (ii) Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the time frames and within provisions of the Act and Regulations.
- (iii) The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- (iv) In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- (v) The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.



- (vi) The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- (vii) Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- (viii) Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

#### **21.4 Application Process**

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to:

- (i) The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- (ii) A description of the Minor Renovations proposed,
- (iii) All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
  - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
  - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- (iv) Details of how any rubbish and debris will be disposed of during the construction process,
- (v) The estimated duration of the work,
- (vi) Other information that the committee may require in order to process the application

#### **21.5 Terms and Conditions that will apply to all approvals**

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.



- (i) The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
  - (ii) Anything installed as a result of the Minor Renovation 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 of the lot which they service, including successors in title;
  - (iii) the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
  - (iv) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
  - (v) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made by the owners of the lot from which the damage results at no cost to the Owners Corporation;
  - (vi) the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
  - (vii) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- 1) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- 2) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- (i) The supply of a Dilapidation Report prior to the commencement of the works,
  - (ii) The supply of additional expert reports relevant to the proposed works,
  - (iii) Payment of a Bond before commencement of the works,
  - (iv) Conditions surrounding noise and proposed times of work,
  - (v) Provisions for cleaning and removal of debris,
  - (vi) Conditions surrounding access to common property for trades, equipment and vehicles.
  - (vii) Any other matter relevant to the application.



**22. Relocation of motor vehicle (Special By-Law)**

The Owners Corporation of Strata Plan No 88197 to prepare a motor vehicle Relocation Notice, as described in the Schedule, under regulation 34 of the Strata Schemes Management Regulation 2016 (NSW) (called Relocation Notice) in respect of the vehicle on common property. Such notice to be placed on or near the vehicle.

Not earlier than five clear days after placement, the Owners Corporation may move the vehicle in accordance with the Relocation Notice and recover all costs incurred by the owners corporation in the relocation, including but not limited to towing costs, legal costs and strata management costs, from the owner of the vehicle by way of a levy charged to the lot. In case the owner of the vehicle is not the owner of any lot in the Strata Plan no 88197, from the owner of the vehicle as a debt.

**Schedule: Motor Vehicle Details:**

Type.....  
Colour.....  
Registration No (if known) .....  
Existing location on Common Property.....  
New location.....  
Date of Notice.....  
Last date to comply with the Notice.....



## **23. Respect to fire services maintenance and false fire alarms (Special By-Law)**

### **1 Fire services**

#### **1.1 Fire safety services**

(a) 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:

(i) 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;

(ii) causes any fire safety device or fire safety system at the parcel to cease functioning, or cease functioning effectively; or

(iii) breaches, or causes the parcel to be in breach of any applicable law with respect to fire safety.

(b) Owners and occupiers of lots must ensure that they maintain any fire safety equipment (including without limitation smoke detectors) in their lots in an operative state (including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do such work as is necessary to ensure that they comply with their obligations under this by-law.

#### **1.2 Fire stairs and fire exits**

For the avoidance of doubt, an owner or occupier of a lot must not:

(a) cause fire exit doors to remain open;

(b) unless in an emergency, use the fire stairs or fire exits; or

(c) smoke in fire stairwells or near fire exits.

#### **1.3 Fire Doors**

An owner or occupier of a lot must not, without the prior written approval of the owners corporation remove, replace or otherwise alter a Fire Door, including but not limited the alteration of the locking mechanism.

#### **1.4 False fire alarms**

(a) Owners and occupiers of lots must not do anything at the parcel that causes a False Fire Alarm, such as, without limitation, by allowing smoke or steam originating from within their lot to come into contact with a smoke detector.

(b) If an owner or occupier of a lot causes a False Fire Alarm at the parcel, the owner or occupier will indemnify the owners corporation immediately on demand for the amount of any False Fire Alarm Charge billed to the owners corporation in respect of that False Fire Alarm.



### **1.5 Access Notices for fire services inspection**

(a) Where the owners corporation or its agents, employees or contractors require access to a lot for the purpose of discharging or exercising the owners corporation's functions in relation to fire safety, the owners corporation may give notice in writing to the owner or occupier of that lot to the effect that it requires such access ("**Access Notice**").

(b) An Access Notice must specify the date and time during which the access is required, which date and time must be at least 7 days after the date of the notice.

(c) Upon receipt of an Access Notice that owner or occupier must ensure that access to the lot is provided on the date and time required by the Access Notice.

(d) For the purposes of giving an Access Notice, and without limiting the operation of the Management Act, the owners corporation may employ others to assist it, including without limitation contractors engaged to conduct inspections of the property, in which case an Access Notice issued by that other person is taken to be an Access Notice issued by the owners corporation.

### **1.6 Indemnity for costs**

(a) If an owner or occupier fails to comply with an Access Notice, that owner or occupier will indemnify the owners corporation immediately on demand for the amount of any cost charged to the owners corporation by a third party in respect of attempting to gain access in accordance with that Access Notice (or any subsequent occasion or occasions on which such access is sought to be obtained that are necessitated by the failure to comply with that Access Notice), together with the administrative expenses incurred by the owners corporation in that regard.

(b) Owners and occupiers of lots and the owners corporation agree that the amount of the indemnity in clause 1.6(a) will be the sum of \$250 per occasion on which access is not provided in accordance with an Access Notice, and further agree that this amount is a genuine pre-estimate of the costs to be incurred by the owners corporation the subject of the indemnity.

### **1.7 Acting through others**

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

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.



### **1.8 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

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

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

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

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

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

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

For the purposes of this clause 1.10 a reference to property includes the common property or personal property vested in the owners corporation.

### **1.11 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 1.10 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring



remediation, except to the extent otherwise provided herein;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

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

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

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

(a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and

(b) that owner or occupier fails to carry out that work;

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

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

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

### **1.14 Interpretation**

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

(a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;



- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

### 1.15 Functions of the owners corporation

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

### 1.16 Severability

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### 1.17 Definitions

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

**False Fire Alarm Charge** means a charge payable to the Commissioner of the NSW Fire Brigades in connection with the Commissioner or a member of the NSW Fire Brigades responding to a fire alarm which is discovered to be false, or an account of an Automatic Fire Alarm Service Provider in respect of the same (together with any



related administrative charges); and

**False Fire Alarm** means a fire alarm to which the Commissioner or a member of the NSW Fire Brigades responds in respect of which a False Fire Alarm Charge is payable.

**Fire Door** means the common property fire rated door located between a lot and a common property walkway, foyer or means of egress and ingress to a lot, including the door frame, doorjamb, door handle and locking mechanisms.

## **24. ABSOLUTION OF MAINTENANCE - LOT FIXTURES AND FITTINGS (Special By-Law)**

### **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 120(2) 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 2015 (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 88197



(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 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

#### **3.1 Internal Areas**

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

(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, Ensuites and Laundry Areas**

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

(a) All taps and internal pipe work

(b) Shower screens

(c) Bathtub, including internal floor waste and drainage pipes

(d) Sinks and hand basins including internal drainage pipes,

(e) Cabinets and mirrors

(f) Toilet pan, including cistern and internal waste pipes

(g) All lights, light fittings and exhaust fans that only service the lot, wherever located

#### **3.3 Kitchen Areas**



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

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

### 3.4 Floor Coverings

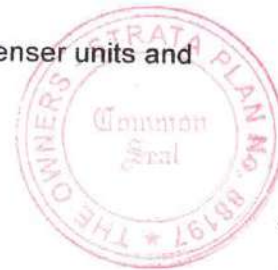
- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

### 3.5 Balcony/Courtyard Areas

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

### 3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;



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(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

**Part 4 Rights, Powers and Obligations of the Owners Corporation**

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

(a) The Owners Corporation shall have the power to recover all costs outlined in this bylaw above from a lot owner as a debt by way of a levy charged to the lot;

(b) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act

(d) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

**25. Damage to Common Property (Special By-Law)**

**1.1 Prohibition**

An owner or occupier must:

(a) not do anything, omit to do anything, or cause or permit any other person to do anything on the lot or common property that:

(i) causes damage to common property, or any personal property vested in the owners corporation;

(ii) breaches, or causes the parcel (or any part of it) to be in breach of any applicable law; and



- (b) without limiting the foregoing, exercise due care and skill to prevent the occurrence of damage or breach of law of the kind referred to in (a) above.

### **1.2 CCTV**

The owners corporation may use CCTV footage to identify the person(s) responsible for damage to common property.

### **1.3 Acting through others**

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

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

### **1.4 Liability for occupiers and invitees**

Except as otherwise provided herein:

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

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

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

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

For the purposes of this clause 1.5 a reference to property includes the common property or personal property vested in the owners corporation.



### 1.6 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 1.5 must, except as may be provided otherwise herein:

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

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

### 1.7 Power to carry out work and recover costs

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

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

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

### 1.8 Application of the Civil Liability Act 2002

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

### 1.9 Recovery of amounts

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

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were



Y-g

such an owner), including as to:

- (i) any interest payable; and
- (ii) the expenses of the owners corporation incurred in recovering those amounts

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

### 1.10 Severability

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

### 1.11 Definitions

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

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;



**Common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

**Lot** means a lot in the strata scheme;

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

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

**owner** means:

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

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

**strata plan** means strata plan number 88197; and

**strata scheme** means the strata scheme relating to the strata plan.

## 26. Compensation to Owners Corporation (Special By-Law)

### 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.



Y-G

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 2015.

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

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

#### 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 Part 8 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

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

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

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

(i) The Owners Corporation shall have the power to recover all costs outlined in this bylaw above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



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Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

**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/SP88197		
(B) LODGED BY	Document Collection Box	Name	CODE  <b>CH</b>
		Company LINCOLN LEGAL PTY LTD	
		Address SHOP 7, 108 QUEENS ROAD, HURSTVILLE NSW 2220	
		E-mail lawyers@lincolnlegal.com.au Contact Number 02 8003 3183	
		Customer Account Number Reference	

- (C) The Owner-Strata Plan No. 88197 certify that a special resolution was passed on 5/9/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. 23, 24, 25 AND 26
- Amended by-law No. NOT APPLICABLE
- as fully set out below :
- SEE CONSOLIDATED LIST OF BY-LAWS ATTACHED.

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

(G) The seal of The Owners-Strata Plan No. 88197 was affixed on 3/3/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

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

Name : Tom Qi

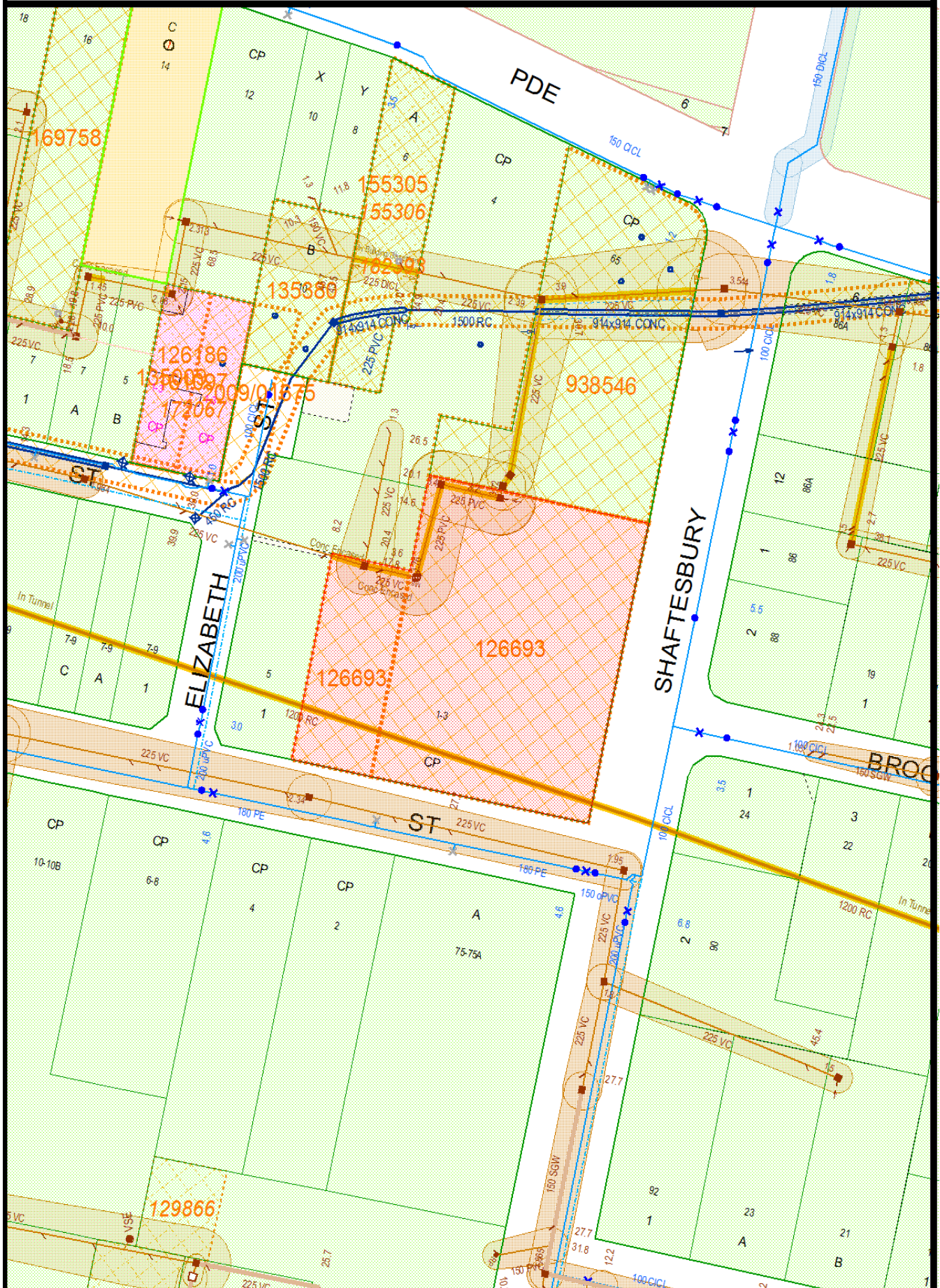
Authority : Strata Manager

Signature : 

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

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





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.

## SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF

Burnboon

SUBURB OF

Burnboon

SSD 160858

## INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠ P	P. Trap
□ Chr	Chamber	■ R	Reflux Valve
● LNH	Lamp Hole	⊠	Cleaning Eye
⊠	Boundary Trap	● Vert	Vertical Pipe
⊙	Inspection Shaft	IP	Induct Pipe
■ Pit	Pit	MF	Mica Flap
■ G	Grease Interceptor	● RP	Rodding Point
⊠	Gully	⊠	Sloped Junction
⊙ TMS	Terminal Maint. Shaft	⊠	Vertical Junction
⊙ MS	Maintenance Shaft	⊠	On back Junction

## SYMBOLS AND ABBREVIATIONS

## INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS

CO	Clean out	Bld	Blot
○ V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Both Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

## INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Soil Vent Pipe	○ WS	Waste Stack
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⊠	ELEC.
⊠	Pump Unit
⊠	Boundary Valve
⊠ PRV	Boundary Valve with PRV
⊠	Alarm Control Panel
⊠	LP Stop Valve
⊠	LP Air Valve
⊠	LP Reducer
⊠	HSV Flow Monitor
⊠	Vacuum Chamber
⊠	Flushing Point

Scale: Approx 1:500

Distances/depths in metres

Pipe diameters in millimetres

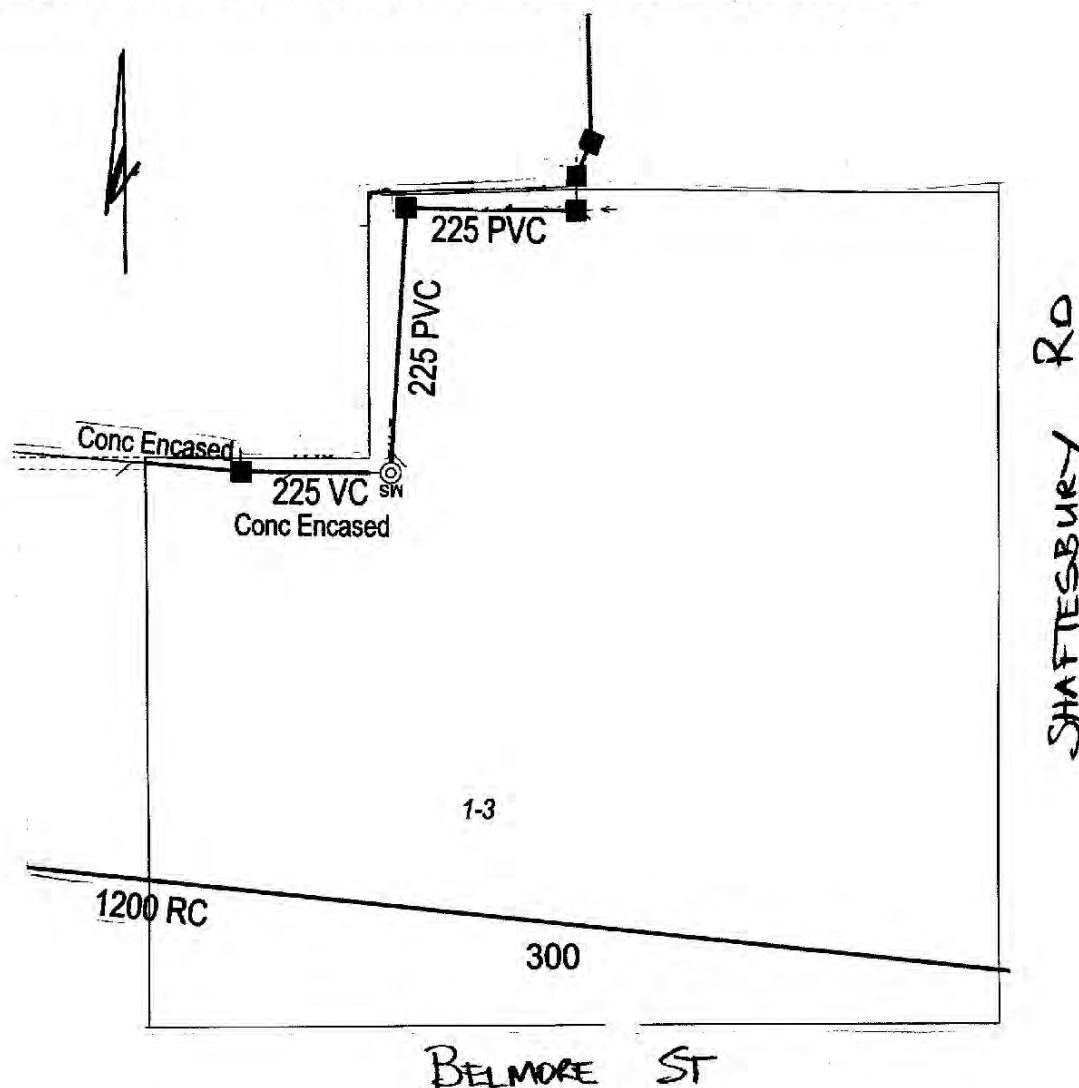
Boundary Trap

REQUIRED

## SEWER AVAILABLE

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

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



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.

**PLANNING CERTIFICATE UNDER SECTION 10.7(2)  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

Icy Fan Conveyancing  
Suite 21 Level 3 6-8 Holden Street  
ASHFIELD NSW 2131

<b>Certificate Number:</b>	16327	<b>Certificate Date:</b>	06/08/2020
<b>Receipt Number:</b>	792651	<b>Certificate Fee:</b>	\$53.00
<b>Parcel Number:</b>	17067	<b>Applicant's Reference:</b>	SL20-132

**DESCRIPTION OF PROPERTY**

Property: 2078/67 Shaftesbury Road BURWOOD 2134  
Title Particulars: LOT: 43 SP: 88197

---

**LAND TO WHICH CERTIFICATE RELATES**

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in the Council's records as being situated at the street address described on page 1 of this certificate. The information contained in this certificate relates only to the lot described on the certificate. Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

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**SECTION 10.7(2) DETAILS**

In accordance with section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

---

**1(1). ENVIRONMENTAL PLANNING INSTRUMENTS**

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

*Deemed Local Environmental Plans:*

There are no Deemed Local Environmental Plans applying to the land.

*Local Environmental Plans:*

Burwood Local Environmental Plan (BLEP) 2012

*State Environmental Planning Policies (SEPPs):*

SEPP No. 1 – Development Standards  
SEPP No. 19 – Bushland in Urban Areas  
SEPP No. 21 – Caravan Parks  
SEPP No. 30 – Intensive Agriculture  
SEPP No. 33 – Hazardous and Offensive Development



**Section 10.7 (2) Certificate**

**Property:** 2078/67 Shaftesbury Road BURWOOD 2134

**Certificate No.:** 16327

**Certificate Date:** 06/08/2020

SEPP No. 50 – Canal Estate Development  
SEPP No. 55 – Remediation of Land  
SEPP No. 64 – Advertising and Signage  
SEPP No. 65 – Design Quality of Residential Apartment Development  
SEPP No. 70 – Affordable Housing (Revised Schemes)  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP (Major Developments) 2005  
SEPP (Infrastructure) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Mining, Petroleum and Extractive Industries) 2007  
SEPP (Repeal of Concurrence and Referral Provisions) 2008  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Educational Establishments and Child Care Facilities) 2017  
SEPP (Coastal Management) 2018

*Deemed State Environmental Planning Policies:*

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Note: Any enquiries regarding State Environmental Planning Policies or Deemed State Environmental Planning Policies should be directed to the Department of Planning on (02) 9228 6111 or its website, [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

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## **1(2). PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS**

The following proposed environmental planning instruments will apply to the carrying out of development on the land and are or have been the subject of community consultation or public exhibition under the *Environmental Planning and Assessment Act 1979*:

Note: Proposed environmental planning instruments include a planning proposal for a Local Environmental Plan or a draft environmental planning instrument.

*Proposed Local Environmental Plans:*

A Planning Proposal is being, or has been, exhibited which seeks to amend clause 6.2 Flood Planning of the Burwood Local Environmental Plan 2012 to identify flood affected land. The Planning Proposal would introduce a flood planning map and amend the definition of flood planning level.

*Proposed State Environmental Planning Policies:*

Draft State Environmental Planning Policy No. 66 – Integrating Land Use and Transport - Exhibited 14.09.01 to 14.12.01

Draft State Environmental Planning Policy (Application of Development Standards) 2004 - Exhibited 10.5.04 to 18.6.04



*Proposed Deemed State Environmental Planning Policies:*

There are no proposed Deemed SEPPs applying to the land.

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**1(3). DEVELOPMENT CONTROL PLANS**

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

Council on 12 February 2013 resolved to adopt a Burwood Development Control Plan (BDCP). This DCP supports and supplements the Burwood Local Environmental Plan 2012, and applies to all land within the Burwood local government area (LGA), in accordance with the new requirements of Part 3 of the *Environmental Planning and Assessment Act 1979*. The BDCP became effective from 1 March 2013.

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**2. ZONING AND LAND USE**

The identity of the zone under the relevant environmental planning instrument:

B4 - Mixed Use

Permitted Without Consent in B4: Home occupations; Roads.

Permitted With Consent in B4: Attached dwellings; Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Group homes; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Seniors housing; Shop top housing; Any other development not otherwise specified.

Prohibited in B4: Agriculture; Air transport facilities; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Rural supplies; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water storage facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies.

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

No



**Burwood**  
Inc.1874

**Section 10.7 (2) Certificate**

**Property:** 2078/67 Shaftesbury Road BURWOOD 2134

**Certificate No.:** 16327

**Certificate Date:** 06/08/2020

---

Whether the land includes or comprises critical habitat:

No

Whether the land is in a conservation area:

No

Whether an item of environmental heritage is situated on the land:

No

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### **3. COMPLYING DEVELOPMENT**

Whether complying development may be carried out under each of the codes for complying development in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy:

*General Housing Code:*

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

*Rural Housing Code:*

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

*Housing Alterations Code:*

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

*General Development Code:*

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

*Commercial and Industrial Alterations Code:*

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

*Commercial and Industrial (New Buildings and Additions) Code:*

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

*Subdivisions Code:*

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

*Demolition Code:*

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

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**Section 10.7 (2) Certificate**

**Property:** 2078/67 Shaftesbury Road BURWOOD 2134

**Certificate No.:** 16327

**Certificate Date:** 06/08/2020

*Fire Safety Code:*

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

Note: The policy also requires that the development be permissible with consent in the relevant land use zone and satisfy all other requirements of the Policy in relation to complying development.

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#### 4. COASTAL PROTECTION

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:

No

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*.

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#### 5. MINE SUBSIDENCE

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

No

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#### 6. ROAD WIDENING AND ROAD REALIGNMENT

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

- (a) Division 2 of Part 3 of the *Roads Act 1993*; or
- (b) any environmental planning instrument; or
- (c) any resolution of the Council:

No

---

#### 7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy adopted by the Council or adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Yes. All land in the Burwood local government area has an Acid Sulfate Soils classification. For further information, refer to the Acid Sulfate Soils Map of the BLEP 2012.

**7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

Whether development on the 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

Whether development on the land or part of the land for any other purpose is subject to flood related development controls:

No

Note: Words and expressions under this heading 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**

Is there an environmental planning instrument or proposed environmental planning instrument applying to the land which makes provision for the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*?

No

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**9. CONTRIBUTIONS PLANS**

The following Contributions Plans apply to the land:

Section 94A Contributions Plan for Burwood Town Centre

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**9A. BIODIVERSITY CERTIFIED LAND**

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

No

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**10. BIODIVERSITY STEWARDSHIP SITES**

Whether there is a biodiversity stewardship agreement entered into under Part 5 of the *Biodiversity Conservation Act 2016* relating to the land of which the Council has been notified:

No

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## 10A. NATIVE VEGETATION

Whether there is a native vegetation set aside area under section 60ZC of the *Local Land Services Act 2013* relating to the land of which the Council has been notified:

No

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## 11. BUSHFIRE PRONE LAND

The land is not bushfire prone land as defined in the *Environmental Planning and Assessment Act 1979*.

---

## 12. PROPERTY VEGETATION PLANS

The Council has not been notified that the property is subject to a property vegetation plan under the *Native Vegetation Act 2003*.

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## 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 the Council has been notified of the order):

No

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## 14. DIRECTIONS UNDER THE FORMER PART 3A

Whether there is a direction by the Minister in force under the former section 75P(2)(c1) of the *Environmental Planning and Assessment Act 1979* 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 the former Part 4 of the Act does not have effect:

No

---

## 15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, whether there is a current site compatibility certificate (of which the Council is aware) in respect of proposed development on the land, and if so, the period for which the certificate is current, and 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:

No

Note: A copy of a site compatibility certificate may be obtained from the head office of the Department of Planning.

---



## **16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

Whether there is a valid site compatibility certificate (of which the Council is aware), issued under *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, and if so, the period for which the certificate is valid:

No

Note: A copy of a site compatibility certificate may be obtained from the head office of the Department of Planning.

---

## **17. SITE COMPATIBILITY CERTIFICATES FOR AFFORDABLE RENTAL HOUSING**

Whether there is a current site compatibility certificate (of which the Council is aware), issued for affordable rental housing in respect of proposed development on the land, and if so, the period for which the certificate is current and any terms that have been imposed as a condition of consent to a development application in respect of the land:

No

Note: A copy of a site compatibility certificate may be obtained from the head office of the Department of Planning.

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## **18. PAPER SUBDIVISION INFORMATION**

Whether a development plan under Part 16C of the *Environmental Planning and Assessment Regulation 2000* has been adopted by a relevant authority to apply to the land, or the land is proposed to be subject to a consent ballot:

No

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## **19. SITE VERIFICATION CERTIFICATES**

Whether there is a current site verification certificate (of which the Council is aware) in respect of the land, and if so, the matter certified by the certificate, and the date on which the certificate ceases to be current (if any):

No

Note: A copy of a site verification certificate may be obtained from the head office of the Department of Planning.

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**20. LOOSE-FILL ASBESTOS INSULATION**

Whether the Council has been advised that the land includes any residential premise (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that is listed on the Loose-fill Asbestos Insulation Register:

No

Note: Further information may be obtained from NSW Fair Trading.

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**21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

Whether there is any affected building notice, building product rectification order, or notice of intention to make a building product rectification order, of which the Council is aware in respect of the land:

No

Note: Affected building notice and building product rectification order have the same meaning as in the *Building Products (Safety) Act 2017*.

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**22. MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997**

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes that the following matters are to be specified in a Section 10.7 Planning Certificate:

- (a) Is the land to which this certificate relates significantly contaminated land, and if so, the date the certificate was issued?

No

Note: A declaration of significantly contaminated land includes declarations of an investigation area or remediation site issued prior to 1 July 2009.

- (b) Is the land to which this certificate relates subject to a management order, and if so, the date the certificate was issued?

No

Note: A management order includes an investigation order or remediation order issued prior to 1 July 2009.

- (c) Is the land to which this certificate relates the subject of an approved voluntary management proposal, and if so, the date the certificate was issued?

No

Note: An approved voluntary management proposal includes a voluntary investigation proposal or voluntary remediation proposal issued prior to 1 July 2009.

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**Burwood**  
Inc.1874

**Section 10.7 (2) Certificate**

**Property:** 2078/67 Shaftesbury Road BURWOOD 2134

**Certificate No.:** 16327

**Certificate Date:** 06/08/2020

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- (d) Is the land to which this certificate relates subject to an ongoing maintenance order, and if so, the date the certificate was issued?

No

Note: An ongoing maintenance order includes a notice for maintenance of remediation issued prior to 1 July 2009.

- (e) Is the land to which this certificate relates the subject of a site audit statement, if a copy of such a statement has been provided at any time to the local authority issuing the certificate?

No

Brian Olsen

**GROUP MANAGER – BUILDING & DEVELOPMENT**