

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Pulse Property Agents Level 3, 12 Central Road, Miranda NSW 2228 Email: ben@pulseproperty.com.au	Phone: 9525 4666 Fax: 9525 4699 Ref: Ben Pike
co-agent		
vendor	Toni-Ann Liufalani and Terry-Lee Gillet as Executors for the Estate of the Late Jennifer Ann Pickles 19 Del Rio Drive, Copacabana NSW 2251	
vendor's solicitor	Patrick McHugh & Co Solicitors 113 Avoca Drive, Kincumber NSW 2251 PO Box 1356, Gosford NSW 2250 DX 7223 Gosford	Phone: 02 4369 6975 Fax: 02 4369 6980 Ref: SS:MM:16452
date for completion	See Special Condition 12 (clause 15)	
land (address, plan details and title reference)	37B/168-172 Willarong Road, Caringbah NSW 2229 Lot 80 in Strata Plan 13199 Folio Identifier 80/SP13199	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes
Proposed electronic transaction (clause 30) ☐ no ☒ YES

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

Land tax is adjustable ☐ NO ☐ yes
GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*. \$

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

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

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

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

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

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

List of Documents

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

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

BCS Strata Management - Sydney
 Locked Bag 22, Haymarket NSW 1238
 Tel: 8216 0398

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	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
---	--

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

14 Adjustments

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.
 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 16.7.1 the price less any:
 • deposit paid;
 • *FRCGW remittance* payable;
 • *GSTRW payment*; and
 • amount payable by the vendor to the purchaser under this contract; and
 16.7.2 any other amount payable by the purchaser under this contract.
 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 16.10 On completion the deposit belongs to the vendor.
 • **Place for completion**
 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 16.11.1 if a special completion address is stated in this contract - that address; or
 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion –
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 18.3 The purchaser must until completion –
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
 - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* serves notice of the refusal; and
 - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
 - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
 - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

37B / 168-172 WILLARONG ROAD CARINGBAH NSW 2229

ANNEXURE To Contract For Sale Of Land Between: Toni-Ann Liufalani and Terry-Lee Gillet as
Executors for the Estate of the late Jennifer Ann Pickles(Vendors)

SPECIAL CONDITIONS

1. The Purchaser accepts the property with all defects, non-compliance with statute and encroachments by or upon the property and, subject to all statutory warranties and implied terms and the other terms of this contract, the purchaser shall make no objection, requisition or claim on any such account.
2. After 4pm on the completion date, a party may give to the other party a notice to complete at the completion address at a time of the first party's choosing during normal business hours on a day not less than 14 days (including weekends and public holidays) after the date of service of the notice and such appointed time shall be of the essence of this contract. The party serving the notice shall be entitled to an allowance on settlement of \$200.00, the cost of doing so.
3. 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 if any, specified above. This clause shall not merge on completion.
4. Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due.
5. A right to damages on the part of the purchaser shall not attach to any breach by the vendor of a statutory warranty under S 52A of the Conveyancing Act.
6. The purchaser's general (as distinct from specific) requisitions about the property or the title under clause 5.1 shall be limited to the requisitions attached to this contract.
7. The provisions of the printed part of this contract are hereby amended or deleted as follows and shall apply accordingly:
 - 7.1. Subclause 7.1.1, delete. (*NB It may be impossible for a vendor to accept a reduction in price)
 - 7.2. Delete the words "on reasonable grounds" from subclause 8.1.1 and "and those grounds" from subclause 8.1.2. (*NB "reasonable" is indeterminate)
 - 7.3. Subclause 14.7 add "or the actual reading"
 - 7.4. Subclause 16.5 Delete the words "plus another 20% of that fee"
 - 7.5. Delete subclause 14.4.2.
8. The Vendor warrants that the buildings, if any, on the subject land comply with the requirements of Division 7A of Part 9 of the Environmental Planning and Assessment Regulations 2000.
9. If settlement of this matter does not occur at a scheduled date due to the default of the Purchaser, or his mortgagee, then the Purchaser shall pay all fees including but not limiting to agency fees, re-certification fees and Vendors Conveyancers fees, incurred by the Vendor, or

his mortgagee, in relation to any re-arrangement of settlement. The Purchaser agrees that the Vendors Solicitors fee for re-arrangement of settlement is \$220.00 inclusive of GST.

10. Should the Purchaser request and the Vendor agrees to an extension to the cooling off period then the Purchaser shall allow the sum of \$88.00 to the Vendor for the Conveyancing costs related to facilitating the extension in writing at completion.
11. The parties agree that if a PEXA settlement is being conducted then the Purchaser's representative must deliver the Order on Agent to the Vendor's representative before completion to be held in escrow pending settlement.
12. This Contract is subject to and conditional upon the vendor obtaining a grant of Probate in the estate of the late Jennifer Ann Pickles and becoming the registered proprietor of the subject property. If, using reasonable efforts to do so, the vendor is not registered as proprietor within four (4) months after the date hereof, then the purchaser shall have the right, while the vendor is not so registered, to rescind this Contract by notice in writing to the Vendor whereupon the provisions of Clause 19 hereof shall apply.

* Notes above do not form part of this contract.

CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale' on page 3 of the printed contract.

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 of the Property, Stock and Business Agents Regulation 2003 and Section 68 Property and Business Agents Act 2002:

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 80/SP13199

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/10/2019	4:58 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 80 IN STRATA PLAN 13199
AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

JENNIFER ANN PICKLES (T W875122)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13199
- 2 2130611 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP13199

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2019	4:58 PM	15	30/4/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 13199
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARINGBAH
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP13199

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 13199
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BODY CORPORATE SERVICES
LOWER GROUND LEVEL
323 CASTLEREAGH STREET
SYDNEY 2000

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A234058 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE AFFECTING THE SITES DESIGNATED (Y) IN DP590986
- 3 A245631 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE AFFECTING THE SITES DESIGNATED (X) IN DP590986
- 4 C287218 COVENANT AFFECTING THE PART DESIGNATED (Z) IN
DP590986
- 5 DP631567 EASEMENT TO DRAIN WATER AFFECTING THE PART SHOWN SO
BURDENED IN DP631567
- 6 AK281807 LEASE TO VODAFONE NETWORK PTY LTD OF THE PART SHOWN
HATHCHED IN PLAN WITH AK281807. EXPIRES: 31/1/2026.
- 7 AP69953 INITIAL PERIOD EXPIRED
- 8 AP218520 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 13199

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 79	2	- 58	3	- 79	4	- 75
5	- 81	6	- 60	7	- 80	8	- 77
9	- 79	10	- 83	11	- 63	12	- 80
13	- 78	14	- 80	15	- 84	16	- 65

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP13199

PAGE 2

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

STRATA PLAN 13199

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 80	18	- 79	19	- 80	20	- 85
21	- 66	22	- 84	23	- 80	24	- 81
25	- 87	26	- 68	27	- 86	28	- 81
29	- 84	30	- 89	31	- 70	32	- 88
33	- 82	34	- 85	35	- 91	36	- 70
37	- 88	38	- 81	39	- 87	40	- 126
41	- 124	42	- 88	43	- 94	44	- 79
45	- 57	46	- 78	47	- 77	48	- 80
49	- 57	50	- 80	51	- 77	52	- 79
53	- 81	54	- 58	55	- 80	56	- 78
57	- 79	58	- 82	59	- 65	60	- 82
61	- 79	62	- 80	63	- 86	64	- 66
65	- 85	66	- 80	67	- 83	68	- 88
69	- 68	70	- 87	71	- 80	72	- 85
73	- 90	74	- 70	75	- 88	76	- 82
77	- 86	78	- 92	79	- 72	80	- 90
81	- 83	82	- 88	83	- 133	84	- 127
85	- 188	86	- 88	87	- 80	88	- 90
89	- 84	90	- 92	91	- 86	92	- 80
93	- 89	94	- 84	95	- 91	96	- 86
97	- 94	98	- 90	99	- 80	100	- 92
101	- 86	102	- 94	103	- 86	104	- 83
105	- 91	106	- 86	107	- 93	108	- 86
109	- 94	110	- 84	111	- 80	112	- 84
113	- 86	114	- 94	115	- 88	116	- 81
117	- 90	118	- 86	119	- 92		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

16452

PRINTED ON 29/10/2019

* 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.

[illegible]

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 20 Sheets

STRATA PLAN 13199

Lot No.	Unit Entitlement
1	79
2	58
3	79
4	75
5	81
6	60
7	80
8	77
9	79
10	83
11	63
12	80
13	78
14	80
15	84
16	65
17	80
18	79
19	80
20	85
21	66
22	84
23	80
24	81

Lot No.	Unit Entitlement
25	87
26	68
27	86
28	81
29	84
30	89
31	70
32	88
33	82
34	85
35	91
36	70
37	88
38	81
39	87
40	126
41	124
42	88
43	94
44	79
45	57
46	78
47	77
48	80

Lot No.	Unit Entitlement
49	57
50	80
51	77
52	79
53	81
54	58
55	80
56	78
57	79
58	82
59	65
60	82
61	79
62	80
63	86
64	66
65	85
66	80
67	83
68	88
69	68
70	87
71	80
72	85

Lot No.	Unit Entitlement
73	90
74	70
75	88
76	82
77	86
78	92
79	72
80	90
81	83
82	88
83	133
84	127
85	188
86	88
87	80
88	90
89	84
90	92
91	86
92	80
93	89
94	84
95	91
96	86

Lot No.	Unit Entitlement
97	94
98	90
99	80
100	92
101	86
102	94
103	86
104	83
105	91
106	86
107	93
108	86
109	94
110	84
111	80
112	84
113	86
114	94
115	88
116	81
117	90
118	86
119	92
AGG.	10000

Reduction Ratio 1:

Lengths are in metres

Surveyor's Reference: 583112

Registered Surveyor

Deputy Council Clerk 5745112

2019/10/29 14:50

*OFFICE USE ONLY

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

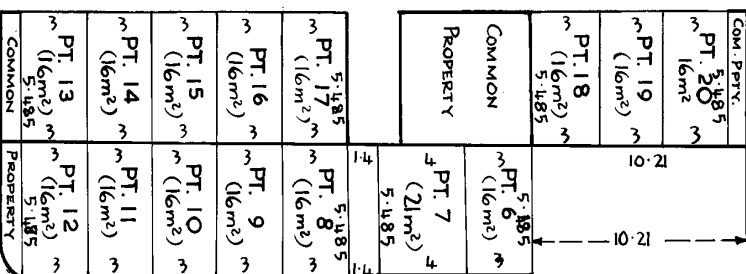
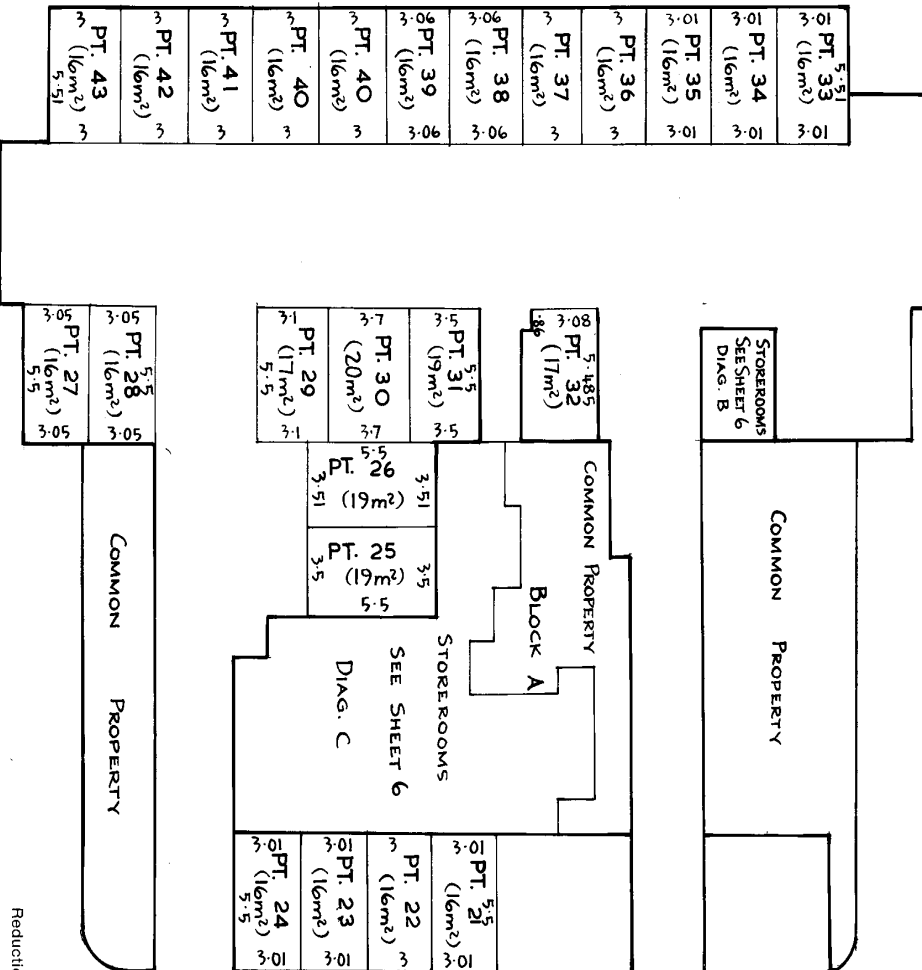
Sheet No. 3 of 20 Sheets

LOWER GROUND FLOOR CAR SPACES

STRATA PLAN 13199

S.P. 13199

ALL AREAS ARE APPROXIMATE.



Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

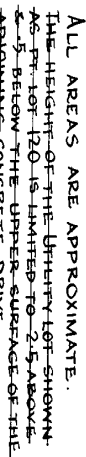
[Signature]
 Deputy Council Clerk 574519

Surveyor's Reference: 58 312

*OFFICE USE ONLY

29.9.19 | 24.9.20

*OFFICE USE ONLY



Reduction Ratio 1: 200

Lengths are in metres

Surveyor's Reference: 58 312

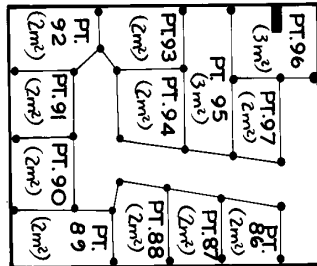
STRATA PLAN 13199

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

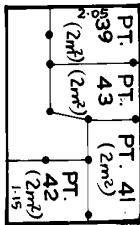
Sheet No. 6 of 20 Sheets

DIAGRAM A



LOWER GROUND FLOOR
STOREROOMS

DIAGRAM B




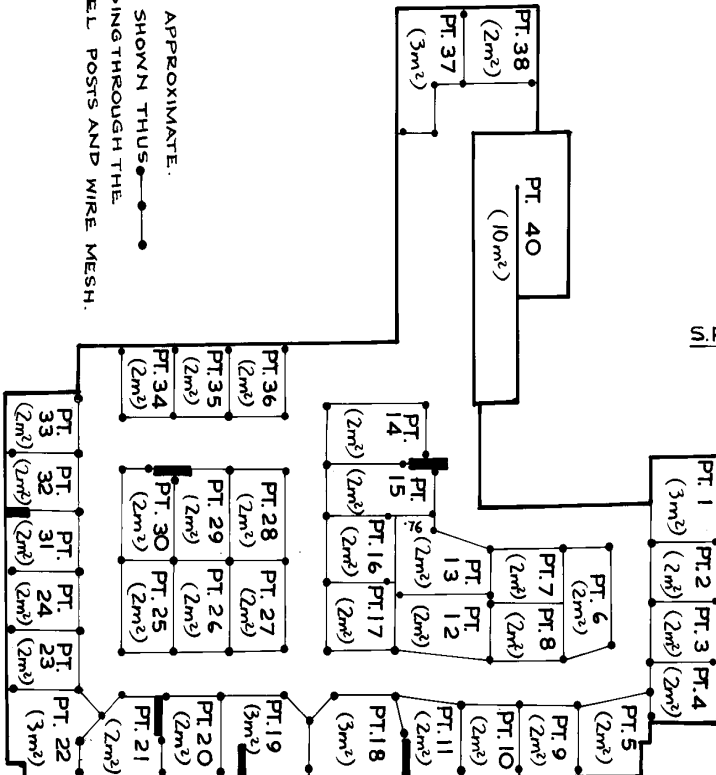
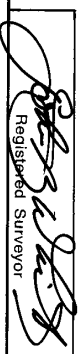
ALL AREAS ARE APPROXIMATE.
 LOT BOUNDARIES SHOWN THUS 
 ARE LINES PASSING THROUGH THE
 CENTRE OF STEEL POSTS AND WIRE MESH.

DIAGRAM C



Reduction Ratio 1: 100

Lengths are in metres


 Registered Surveyor


 Deputy Council Clerk STRATA

Surveyor's Reference: 58 312

Form 2

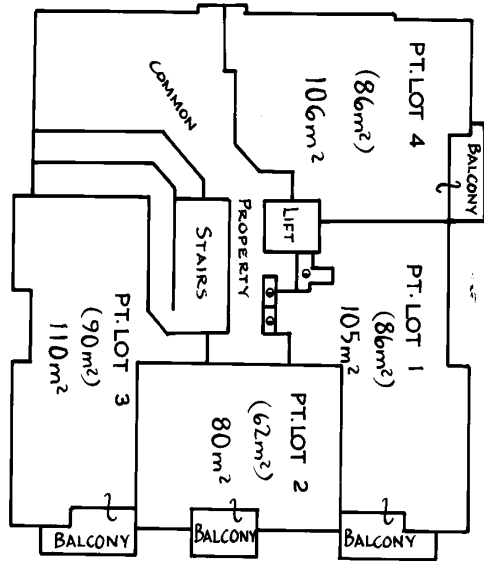
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 20 Sheets

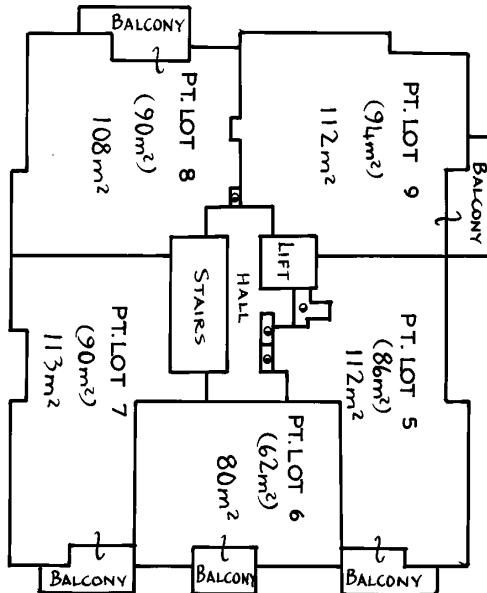
STRATA PLAN 13199

BLOCK A

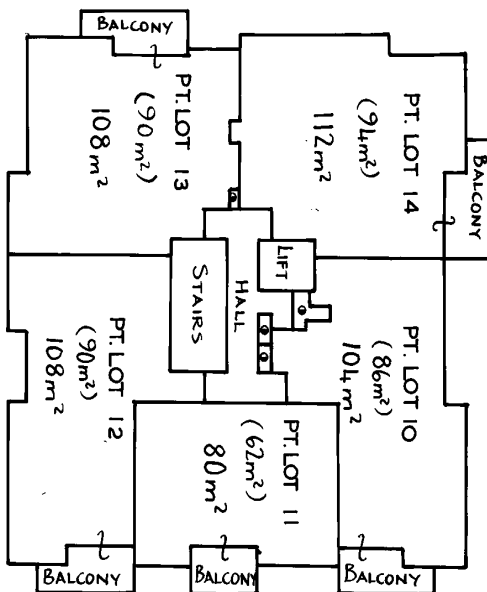
GROUND FLOOR



FIRST FLOOR



SECOND FLOOR



o COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
 SP 13199

Deputy Council Clerk 5785/18

*OFFICE USE ONLY

2013199 13199

Form 2

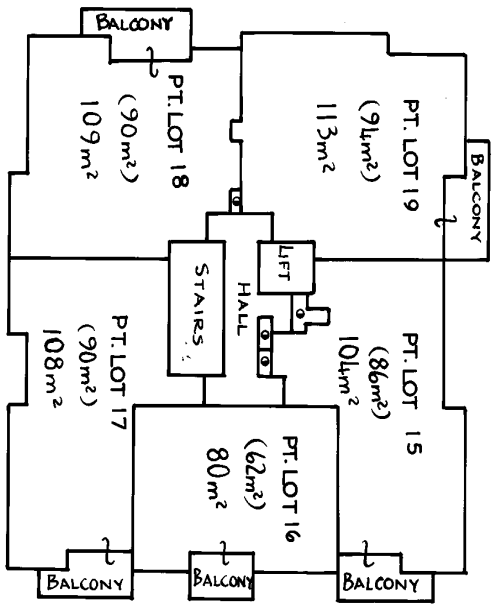
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 20 Sheets

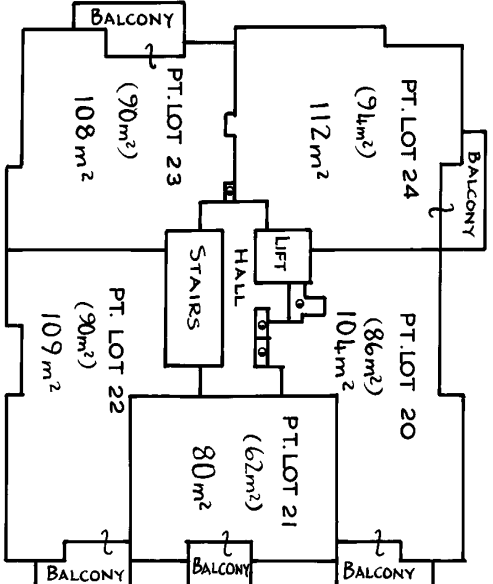
BLOCK A

STRATA PLAN 13199

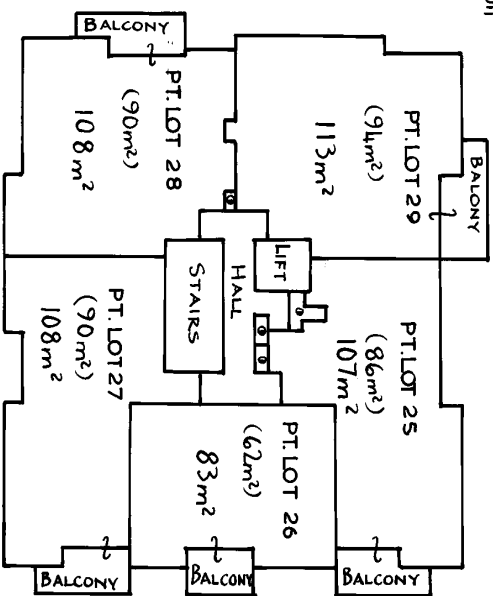
THIRD FLOOR



FOURTH FLOOR



FIFTH FLOOR



° COMMON PROPERTY.
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

S.P. 13199

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
 [Signature]
 Surveyor's Reference: 58 312

Deputy Council Clerk 579 518
 [Signature]

*OFFICE USE ONLY

2013/11/11 12:48:05

Form 2

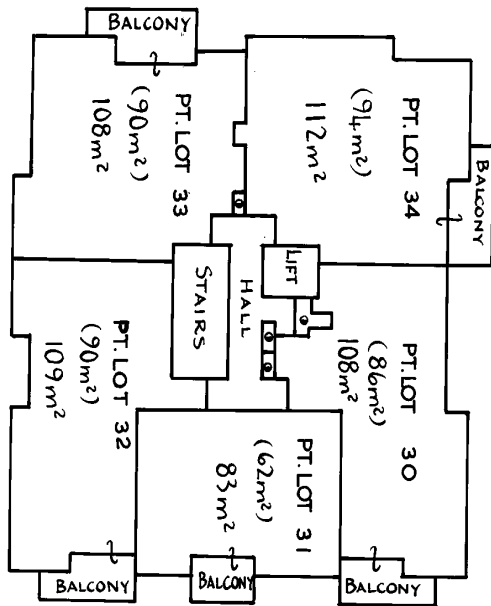
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 20 Sheets

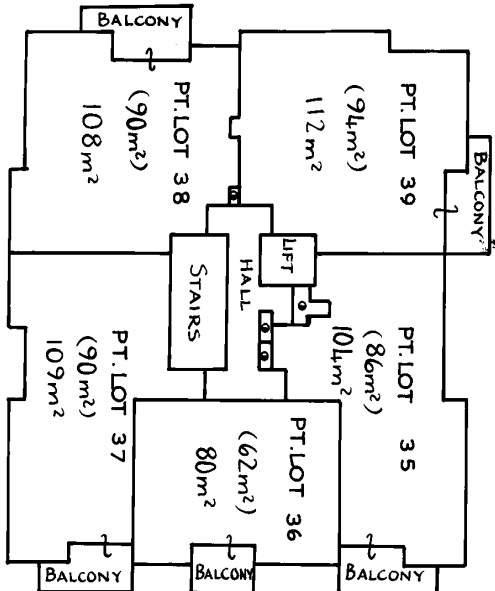
STRATA PLAN 13199

BLOCK A

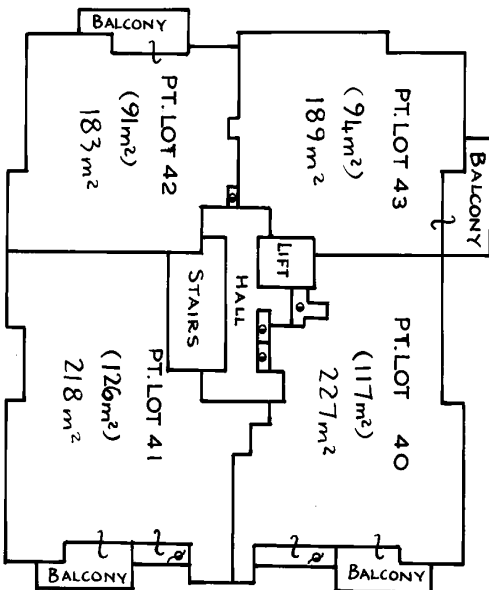
SIXTH FLOOR



SEVENTH FLOOR



EIGHTH FLOOR



Window Box

ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS LIMITED TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
 * COMMON PROPERTY.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor's Reference: 58312

Deputy Council Clerk 5/18/18

Form 2

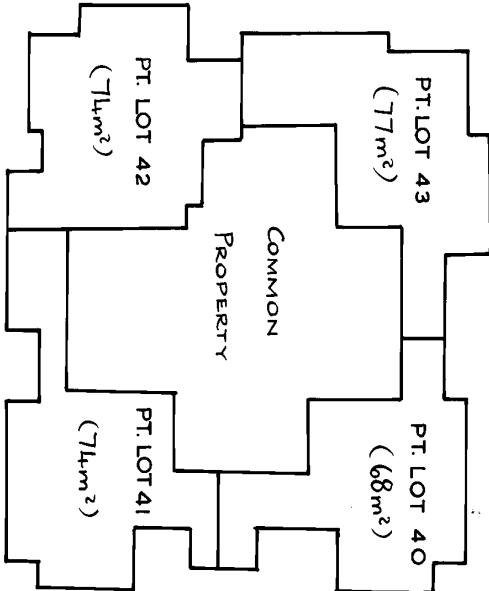
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 20 Sheets

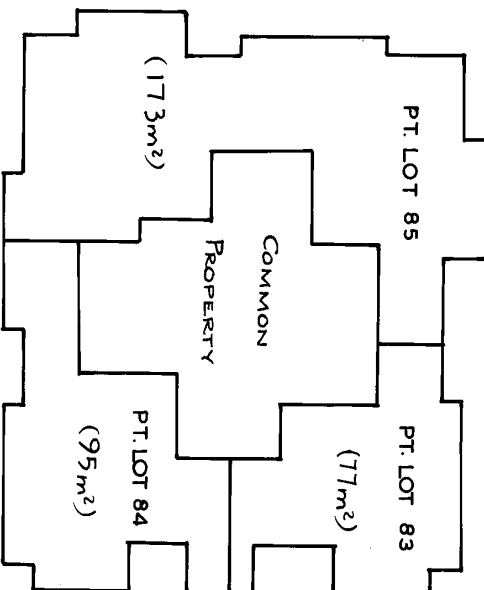
STRATA PLAN 13199

ROOF COURTYARDS

BLOCK A



BLOCK B



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE COURTYARDS IS
 LIMITED TO 4.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Deputy Council Clerk

Surveyor's Reference: 58312

*OFFICE USE ONLY

24109450

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 20 Sheets

STRATA PLAN 13199

DIAGRAM D

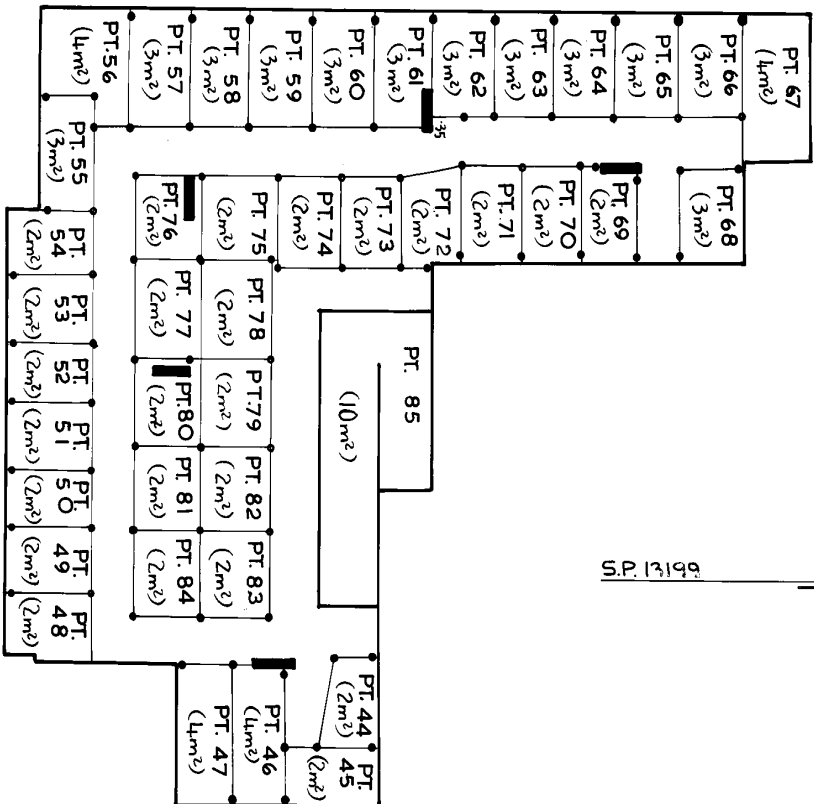
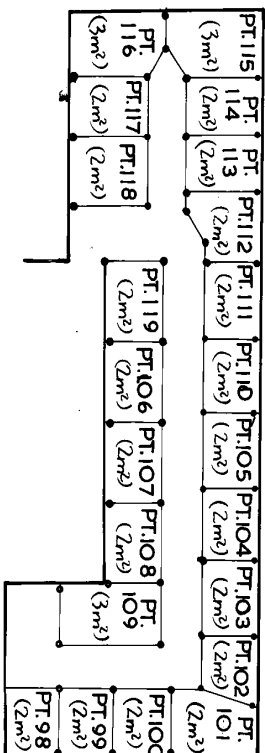


DIAGRAM E



ALL AREAS ARE APPROXIMATE.
 LOT BOUNDARIES SHOWN THUS ARE LINES PASSING THROUGH THE CENTRE OF STEEL POSTS AND WIRE MESH.

Reduction Ratio 1: 100

Lengths are in metres

Registered Surveyor

Deputy Council Clerk STRA5/12

Surveyor's Reference: 58312

Form 2

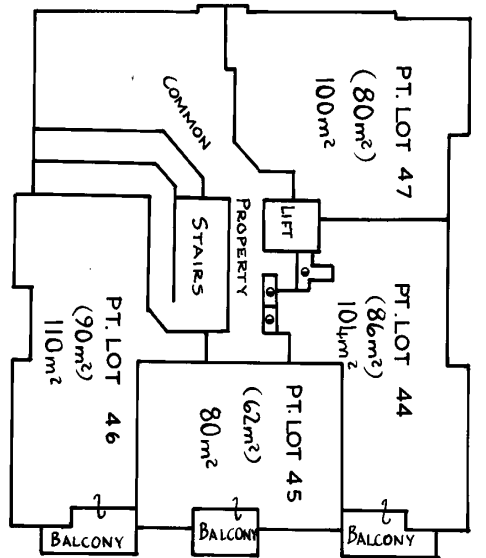
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 20 Sheets

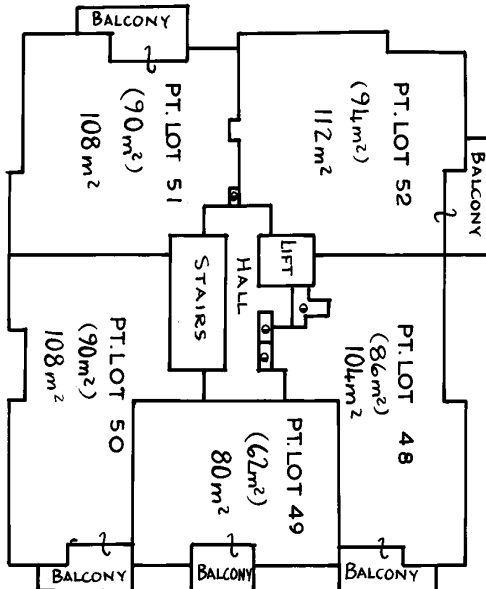
STRATA PLAN 13199

BLOCK B

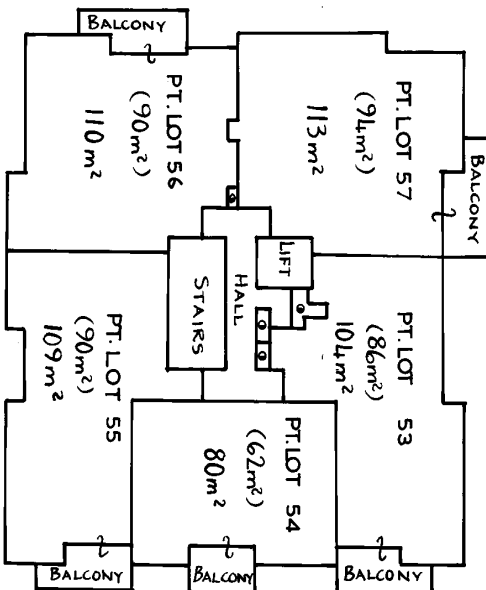
GROUND FLOOR



FIRST FLOOR



SECOND FLOOR



COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Deputy Council Clerk 5745/18

Surveyor's Reference: 58312

*OFFICE USE ONLY

27.13.19.12 13199

Form 2

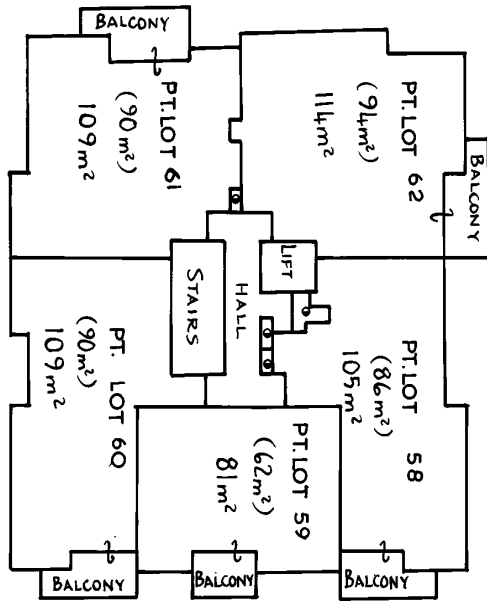
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 20 Sheets

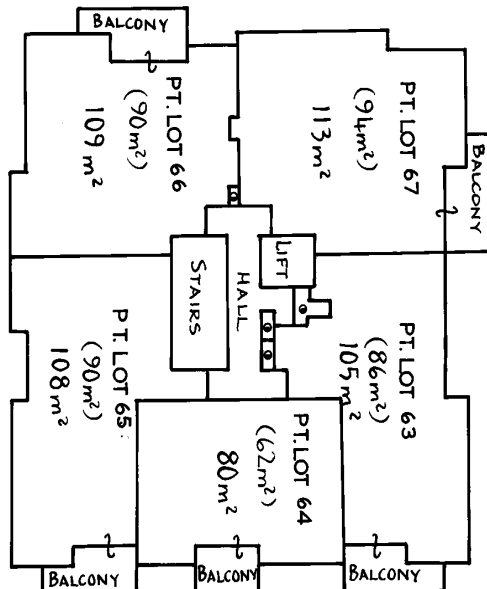
STRATA PLAN 13199

BLOCK B

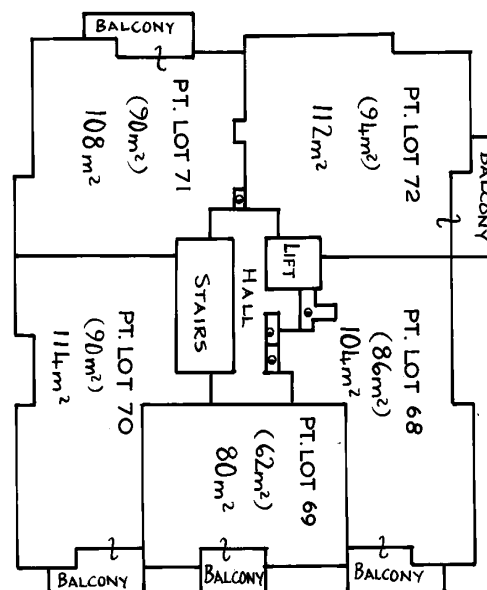
THIRD FLOOR



FOURTH FLOOR



FIFTH FLOOR



• COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Deputy Council Clerk 574578

Surveyor's Reference: 58 312

*OFFICE USE ONLY

26/1/2019 13:04:50

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 20 Sheets

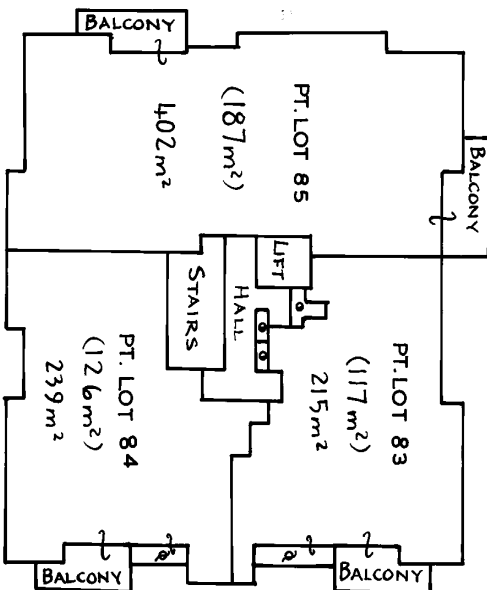
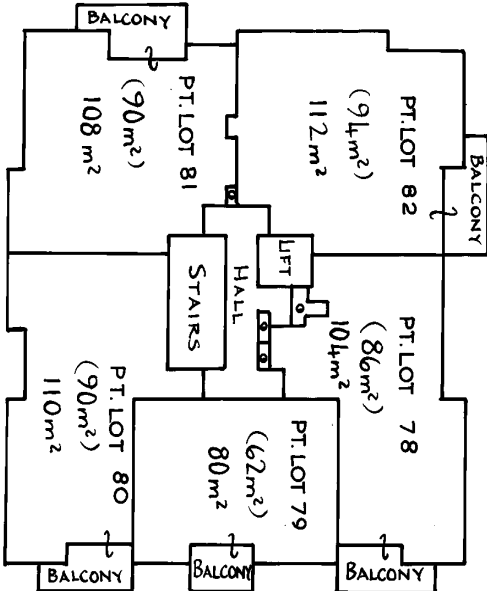
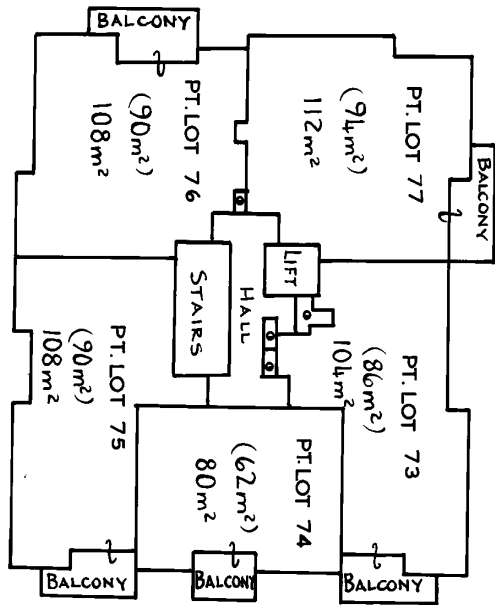
STRATA PLAN 13199

BLOCK B

SIXTH FLOOR

SEVENTH FLOOR

EIGHTH FLOOR



• COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE
 FLOOR EXCEPT WHERE COVERED.

Window Box

Reduction Ratio 1: 200

Lengths are in metres

Surveyor's Reference: 58312

Registered Surveyor

Deputy Council Clerk

2.5.13.14.15.16.17.18.19.20.21.22.23.24.25.26.27.28.29.30.31.32.33.34.35.36.37.38.39.40.41.42.43.44.45.46.47.48.49.50

*OFFICE USE ONLY

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

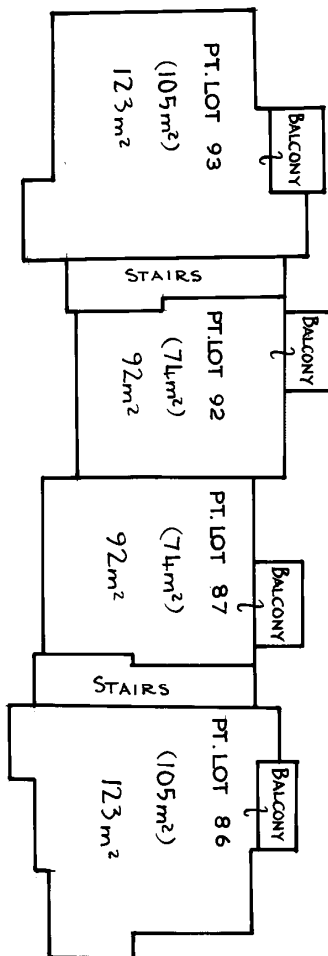
Sheet No. 15 of 20 Sheets

STRATA PLAN 13199

S.P. 13199

BLOCK C

GROUND FLOOR



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk 5745/18

Surveyor's Reference: 58312

*OFFICE USE ONLY

0570712 1 PPIA.9.2

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

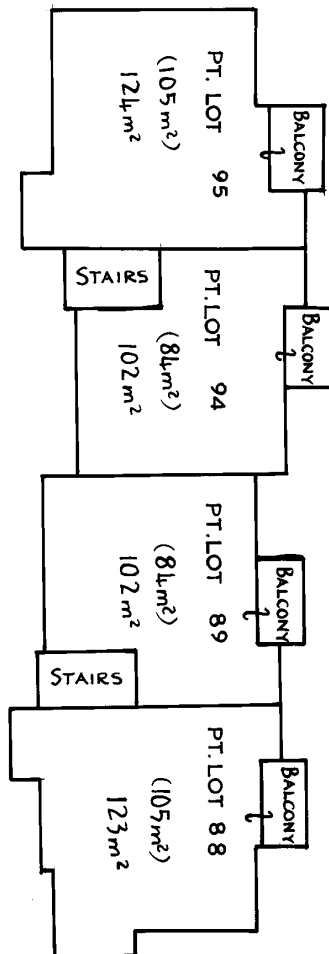
Sheet No. 16 of 20 Sheets

BLOCK C

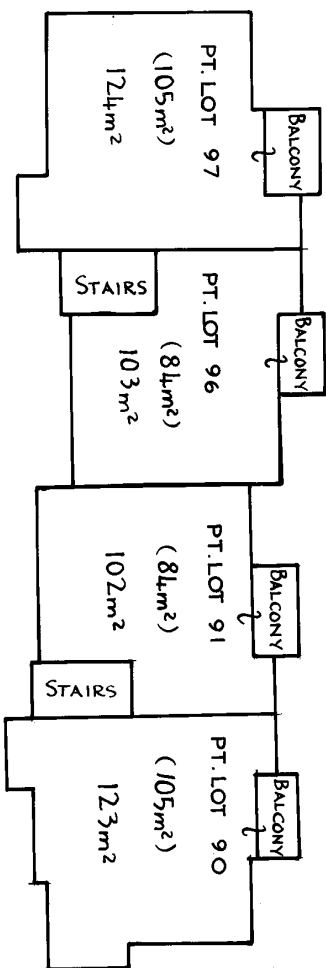
STRATA PLAN 13199

S.P. 13199

FIRST FLOOR



SECOND FLOOR



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor's Reference: 58312

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk 5/15/18

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

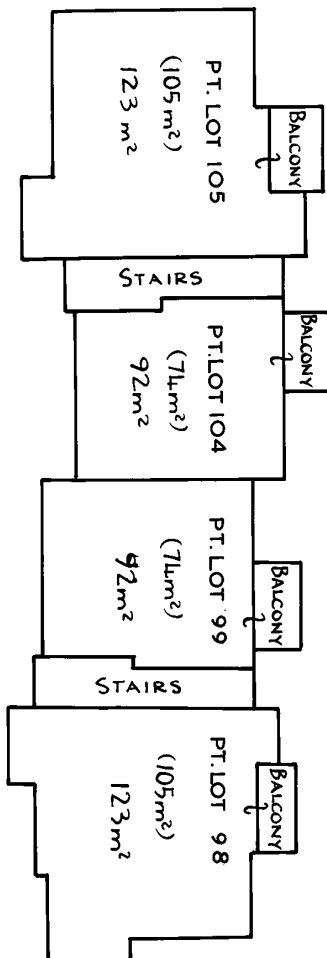
Sheet No. 17 of 20 Sheets

STRATA PLAN 13199

S.P. 13199

BLOCK D

GROUND FLOOR



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk 5795/78

Surveyor's Reference: 58312

*OFFICE USE ONLY

26.11.2019

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

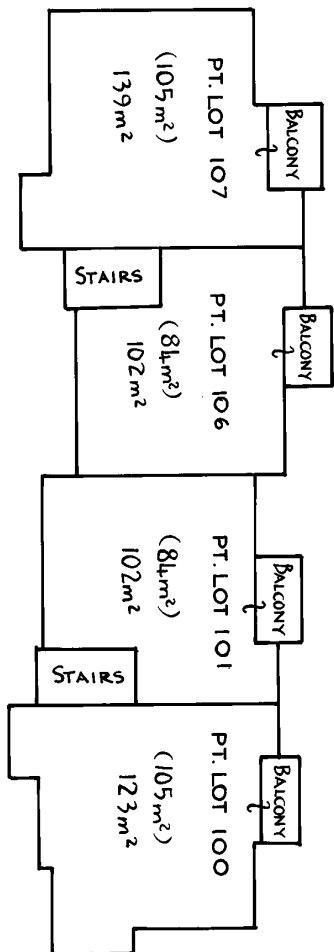
Sheet No. 18 of 20 Sheets

BLOCK D

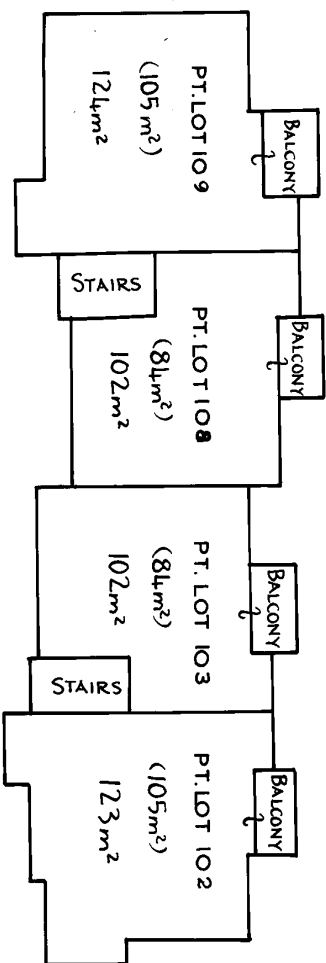
STRATA PLAN 13199 *

S.P.13199

FIRST FLOOR



SECOND FLOOR



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor's Reference: 58312

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk 5795/18

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

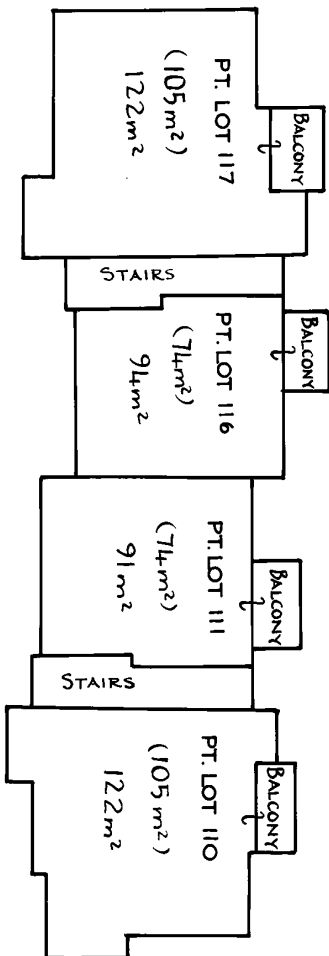
Sheet No. 19 of 20 Sheets

STRATA PLAN 13199

S.P.13199

BLOCK E

GROUND FLOOR



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES
 IS LIMITED TO 2.5 ABOVE THE
 UPPER SURFACE OF THEIR CONCRETE
 FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Deputy Council Clerk 5745/78

Surveyor's Reference: 58312

*OFFICE USE ONLY

25/13199 24/12 05

Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

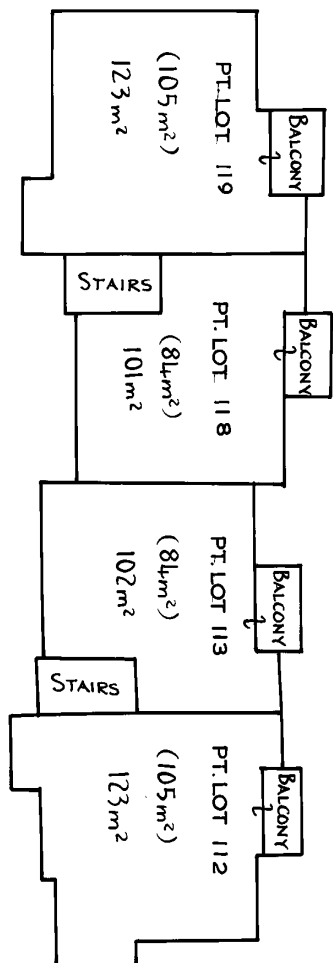
Sheet No. 20 of 20 Sheets

STRATA PLAN 13199

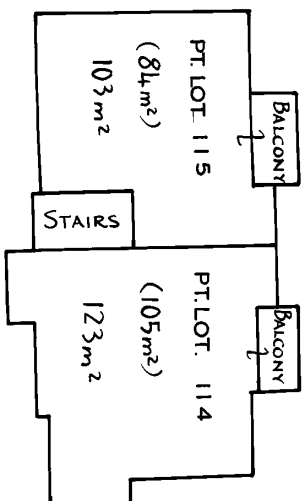
S.P. 13199

BLOCK E

FIRST FLOOR



SECOND FLOOR



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS
 LIMITED TO 2.5 ABOVE THE UPPER
 SURFACE OF THEIR CONCRETE FLOOR
 EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Deputy Council Clerk since 1/8

Surveyor's Reference: 58312

*OFFICE USE ONLY

2019/10/29 17:02 SPSU 450

N.S.W.
DEPARTMENT
14.3.16.0
OF
STAMP DUTIES



Exid 31.3.16. 10 am

(Real Property Act, 1900)

Please consolidate.
Winter Impover. 400
pro 1/2

Please consolidate

ively 546069, 546070, 546071 and 546072 EXCEPT AND RESERVING unto the Company and its assigns during the residue now unexpired of the term of the said Lease Number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") All mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease Number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever AND SUBJECT to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease Number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed TOGETHER with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Frank Cridland may become the registered proprietor in fee simple of the surface lands comprised in the said sub-lease numbered respectively 546069, 546070, 546071 and

PERPETUAL TRUSTEE COMPANY LTD.,

2, 4 and 6 SPRING STREET, SYDNEY.

No. 48

13th March 1916

Received from Frank Cridland
the sum of four hundred forty pounds sixteen shillings
eight pence being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. 546069, 546070, 546071, 546072
dated respectively 30th September 1909
from the HOLT SUTHERLAND ESTATE CO. LTD. to the said
Frank Cridland.

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

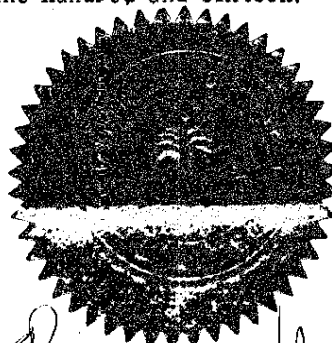
5460-16-8

Frank Cridland Accountant.
Ernest J. Simpson Cashier.

THE COMMON SEAL OF THE HOLT SUTHERLAND ESTATE
COMPANY LIMITED was affixed hereto by the
Directors present at a meeting of the Board of
Directors of that Company held this first
day of March 1916 and such Directors there-
upon signed this transfer in the presence of

Ernest J. Simpson

Secretary



Ernest J. Simpson
Ernest J. Simpson

Ernest J. Simpson

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

SIGNED in my presence by the said FRANK
CRIDLAND who is personally known to me

Frank Cridland

Wm. H. Davey J.P.

Transferree

and intended by the said "Holt
ALWAYS that the Company and
f the lands comprised in the
ll the provisos conditions
tained and on the part of the
as (if at all) varied by the
to the provisions of the same
ners shall in respect of such
f all conditions and powers of
other powers and reservations
pects as if this Transfer had
mon Seal of the Holt Sutherland
affixed at Sydney the first
sand nine hundred and sixteen.

A234058

Transfer of Lease 8-

NO.

Memorandum of Transfer LODGED BY

1400 3rd 16 1/2 hrs. Lots 121-122-124

MINTER, SIMPSON and CO.

4125 D.P. 2909 Shieaf Sutherland.

Sydney.

16 Sutherland. 10 Cumberland

(Receiving & processing mines etc)

100 Sutherland Estate Company
limited

Transferor

Frank Bridland.

Transferee

Particulars entered in the Register

Book Vol. *2314* folio *22* and on

Lease No 50990

the *31st* day of *March* 1916

at *10* o'clock in the

After noon.

Not Reliance



Deputy Registrar

[Signature]

11/13/16 123/1200

	DATE	INITIALS
<i>Logd.</i> APP 2	<i>17/3/16</i>	<i>[Signature]</i>
SENT TO SURVEY BRANCH		
RECEIVED FROM RECORDS		
DRAFT WRITTEN	<i>10.3.11</i>	<i>[Signature]</i>
DRAFT EXAMINED	<i>21.4.11</i>	<i>[Signature]</i>
DIAGRAM COMPLETE	<i>25.3.16</i>	<i>[Signature]</i>
DIAGRAM EXAMINED	<i>19.4.11</i>	<i>[Signature]</i>
DRAFT FORWARDED		
RETD. TO RECORDS		
REQUISITION		
REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	<i>APR 5 1916</i>	<i>[Signature]</i>
DEP. REGISTRAR GENERAL		
VOL. 2656		FOL. 126

D

APR 3 1916
 APR 3 1916
 APR 3 1916

REC'D 15 MAR 1916 3.36 PM

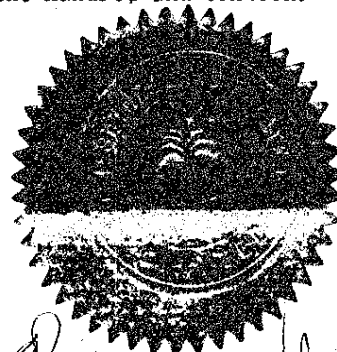
546072 to the extent only directed and intended by the said "Holt Sutherland Estate Act 1900" PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease Number 50990 subject to all the provisoes conditions and agreements in the said lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act AND the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the first day of March One thousand nine hundred and sixteen.

COMMON SEAL of the HOLT SUTHERLAND ESTATE COMPANY LIMITED was affixed hereto by the Directors present at a meeting of the Board of Directors of that Company held this first day of March 1916 and such Directors thereupon signed this transfer in the presence of

[Signature]

Secretary



[Signature]
[Signature]

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

SIGNED in my presence by the said FRANK CRIDLAND who is personally known to me

[Signature]

[Signature]

Transferree

[illegible]

RECEIVED 17 MAY 1916 11:17 AM

JUN 14 1913 10:10 - 2-10-13
A245631
NEW SOUTH WALES



Please consolidate with Certificate of Title Vol 2659 Folio 126 Leases 1 & 2

*Transfer 30
Transfer 10
plat #20.0.0*

MEMORANDUM OF TRANSFER

A245631 14.5.16 (Real Property Act.1900)

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty six years from the first day of July One thousand eight hundred and ninety nine under the Memorandum of Lease registered Number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon In consideration of the sum of Four hundred and twenty eight pounds eight shillings and nine pence paid by Frank Cridland of Sydney in the State of New South Wales Carrier to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) DOETH HEREBY in exercise and in pursuance of the power and - - - direction in Section 7 of the said Holt Sutherland Estate Act 1900 and all other powers enabling it APPOINT AND TRANSFER to the said FRANK CRIDLAND ALL the Estate and interest of the registered Proprietor in fee simple of ALL THOSE pieces of land containing in the aggregate *about 10. 3. 23 1/4* situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated the *fourteenth* day of *October* one thousand nine hundred and *twelve* registered Volume Number 2314 Folio 22 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-Lease Numbered A169882-546073 and 655923 dated respectively the ninth day of March one thousand eight hundred and ninety seven from the Holt Sutherland Estate Company Limited to Mary Ann Smith the thirtieth day of September one thousand nine hundred and nine from the said Holt Sutherland Estate Company Limited to the said Frank Cridland and the first day of April one thousand nine hundred and twelve from the said Holt Sutherland Estate Company Limited to Harriett Selina Cridland AND DOETH ALSO TRANSFER to the said Frank Cridland ALL the estate and interest of which it the said Holt Sutherland Estate Company Limited -

Lo 10. 3. 23 1/4

A 238477

65440

is registered proprietor together with all its rights and powers in -
respect thereof as comprised in the said Lease Number 50990 in and so far
only as regards the land comprised in the said Subleases Numbers A169882
-546073 and 655923 EXCEPT AND RESERVING unto the Company and its assigns
during the residue now unexpired of the term of the said Lease Number -
50990 as extended by the Holt Sutherland Estate Act 1900 and subject -
thereto unto the person or persons for the time being entitled to the mines
and premises next herein excepted and reserved in reversion immediately
expectant on the said Lease Number 50990 (all of whom including the - -
Perpetual Trustee Company Limited and other the Australian Trustees or
Trustee for the time being of the said Will of the said Thomas Holt - -
deceased are hereinafter included in the term "the reversioner and re-
versioners") All mines beds seams and veins of coal iron and other metals
and minerals comprised in the said Lease Number 50990 which are now known
or shall or may be discovered hereafter as lying and being under the - -
surface of the land hereby appointed and transferred together with liberty
for the Company and its assigns during such residue and subject thereto
for the reversioner and reversioners without entering on the surface of
the land hereby appointed and without doing any act which may disturb or
cause any damage to any house or houses building or buildings now erected
or henceforth to be erected on the said land hereby appointed or be a -
nuisance to the occupiers or such houses or buildings or any of them to
get work and win the said mines seams and veins or coal iron and other
metals and minerals and for such purposes to make maintain and use any
necessary and convenient underground works whatsoever AND SUBJECT to and
reserving unto the person or persons entitled thereto all rights of way
across the said land hereby appointed and excepting and reserving unto
the reversioner and reversioners all metals and minerals not comprised
in the said lease Number 50990 and which are now known or shall be dis-
covered hereafter as lying under the surface of the said land hereby -
appointed TOGETHER with liberty for the reversioner or reversioners with-
out entering on the surface of the said land hereby appointed and with-
out doing any acts which may disturb or cause any damage to any house or
houses building or buildings now erected or hereafter to be erected on -
the land hereby appointed or be a nuisance to the occupiers of such - -
houses or buildings or any of them to get work and win the said metals
and minerals hereby lastly hereinbefore excepted and reserved and for -
such purpose to make maintain and use any necessary and convenient under-
ground works whatsoever to the intent that the said Frank Cridland may
become the registered proprietor in fee simple of the surface lands com-
prised in the said sub-leases numbers A169882-546073 and 655923 to the

extent only directed and intended by the said "Holt Sutherland Estate Act 1900" PROVIDED ALWAYS that the Company and its assigns shall hold the - - residue of the lands comprised in the said Lease Number 50990 subject to all the provisos conditions and agreements in the said lease contained - and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act AND the reversioner and reversioners shall in respect of such - residue be entitled to the benefit of all conditions and powers of re - entry for nonpayment of rent and other powers and reservations in the - said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *third* day of *May* One thousand nine hundred and sixteen.

THE COMMON SEAL of the HOLT SUTHERLAND ESTATE COMPANY LIMITED was affixed hereto by the - - Directors present at a meeting of the Board of Directors of that Company held this *third* day of *May* 1916 and such Directors thereupon signed this Transfer in the presence of

for Secretary
[Signature]
Secretary.

[Signature]
Director.
Ed Simpson

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

SIGNED in my presence by the said FRANK - -)
CRIDLAND who is personally known to me)

My attn
Edw to Henry Simpson
Sydney

[Signature]

Transferee.

No. **A 245631** *Change of Lease and*
of **Memorandum of Transfer**

Lodged by
Messrs Minter Simpson & Co.
Solicitors,
Sydney.

Lots 120, 123 and 126 DP 2949
Shire of Sutherland
(Excepting and reserving all mines etc.)
The Hold Sutherland Estate Transferrer.
Co. Ltd

Frank Bridland Transferee.

Particulars entered in the Register Book -
Vol. **2314** Folio **22** on the **14th**
day of **June** 1916 at **10**
O'clock in the **fore**
noon.



*Conrad, G. J. prepared for land in that and in
C. J. Vol. 2656 fo. 136 as requested on 1st page hereof*

	DATE	INITIALS
SENT TO SURVEY BRANCH	14.5.16	END
RECEIVED FROM RECORDS	20.5.16	phs
DRAFT WRITTEN	27.6.16	phs
DRAFT EXAMINED	7.6.16	phs
DIAGRAM COMPLETE	17.6.16	phs
DIAGRAM EXAMINED		
DRAFT FORWARDED		
RETD. TO RECORDS { REQUISITION		
RETD. TO RECORDS { REGISTRAR		
RETURNED FROM RECORDS		
CERTIFICATE ENCROSSED		
SUPT. OF ENCROSSERS .1	JUN 1916	phs
DEP. REGISTRAR GENERAL	JUN 1916	phs
VOL. 2673	FO. 133	



New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)

FEES —
Lodgment ... 12/6
Endorsement ...
Certificate ...
11/10/34

(Trusts must not be disclosed in the transfer.)

I, CRIDLAND PROPERTIES LIMITED

C287218

(herein called transferor)

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

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

(£ 75) (the receipt whereof is hereby acknowledged) paid to it by IRIS ADA SYLVIA TICKNER wife of Archie Edward Tickner of Caringbah Garage Proprietor and in consideration of Ten shillings (10/-) paid to the said Iris Ada Sylvia Tickner by Archie Edward Tickner (herein called Transferee) (the receipt of which sums is hereby acknowledged) DO IT HEREBY at the request and by the direction of the said Iris Ada Sylvia Tickner (herein called transferor) testified by her joining in and executing this instrument to hereby transfer to the said transferee

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

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

(b)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Sutherland	Part	3423	71

And being Lot Thirty one (31) shewn on Deposited Plan Number 8599

d Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1932. Here at o should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

~~And the transferee covenants with the transferor~~ And the Transferee for himself and his assigns hereby covenants with the Transferor its successors and assigns that on the erection of any building on the land hereby transferred the said land shall be fenced and further that no advertisement hoardings shall be erected on the said land AND IT IS HEREBY DECLARED —

- (a) The land to which the benefit of the above covenant is intended to be appurtenant is the land comprised in the said Certificate of Title other than the land hereby transferred.
(b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.
(c) The above covenants may be released varied or modified by the Transferor.

ENCUMBRANCES, &c., REFERRED TO.

Exception and Reservation contained in Transfer No A145631

Executed at Sydney the twenty sixth day of September 1934.

The Common Seal of CRIDLAND PROPERTIES LTD. was hereto affixed by authority of the Directors, and in the presence of FRANK CRIDLAND, and ARTHUR CRIDLAND, two of the Directors, who thereupon signed the same.

Signed *Frank Cridland*

SIGNED in my presence by the said IRIS ADA SYLVIA TICKNER who is personally known to me:

J. J. Robins J. P.

Signed in my presence by the transferee ARCHIE EDWARD TICKNER

WHO IS PERSONALLY KNOWN TO ME

J. J. Robins J. P.



day of 19 34

Archie Edward Tickner
Transferor.

J. A. S. Tickner.

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

J. A. S. Tickner

Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

LODGED BY

~~SOLICITORS~~

400 PITT STREET.

EXDASZ

Dated at this 19 . }
day of }
Signed in my presence by }
who is personally known to me. }

i This form is not appropriate in cases of delegation by trustees.

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

Signed at _____ the _____ day of _____ 19____

Signed at the place and on the date above-mentioned, in the presence of—

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

k 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.

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

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing

Acres. 1 roads 8 1/4 perches.
 Lot 31 RP 8599 Willawang Rd
 Vill. Bainghak
 Shire Sutherland
 Municipality Sutherland
 Parish Sutherland County

Archie Edward Tickner Transferree.

Particulars entered in Register Book, Vol²³ Fol. 71.

the 9th day of November 1934.
at minutes 10 o'clock in the forenoon.

Registrar-General

PROGRESS RECORD.

Sent to Survey Branch ...	...	...	...	...	...
Received from Records ...	...	...	...	...	...
Draft written ...	...	...	...	...	...
Draft examined ...	...	...	...	...	...
Diagram prepared ...	...	...	...	...	...
Diagram examined ...	...	...	...	...	...
Draft forwarded ...	...	...	...	...	...
Supt. of Engrossers ...	...	...	...	...	...
Cancellation Clerk ...	...	...	...	...	...
VOL. 4600	FOL.	186			
Diagram Fees ...	...	...	...	...	...
Additional Folios ...	...	...	...	...	...

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must Issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

<p>Council Clerk's Certificate</p> <p>I hereby certify that — (a) the requirements of the Local Government Act, 1924, as amended, in relation to the registration of plans; and (b) the requirements of section 348 of the Public Health Act, 1924, as amended, relating to the registration of plans, and Building Act, 1926, as amended, in relation to the registration of plans, have been complied with by the applicant in relation to the proposed "road", "subdivision" or "consolidation" (a) 1st and 2nd items.</p> <p>Subdivision No. Date</p> <p>(Signed) Council Clerk</p>		<p>Surveyor's Certificate</p> <p>I, John Boulton White, of 31 THE AVENUE, HURSTVILLE, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey indicated in this plan is accurate and has been made (1) by me (2) under my Practice Registration, 1923, and was completed on 1 12-9-80</p> <p>Signed: <i>[Signature]</i> Deponent: <i>[Signature]</i> Subscribed before me at this day of 1980. District Court Officer (1) or (2). (Insert date of survey).</p>	
<p>PLAN OF EASEMENT TO DRAIN WATER I WIDE OVER LOT 100 IN D.P. 690986</p> <p>Mun./Shire City : SUTHERLAND Parish: SUTHERLAND County: CUMBERLAND Reduction Ratio 1:400</p> <p>Lengths are in metres</p>		<p>D. P. 691567.</p> <p>Registered: <i>[Signature]</i> 21-9-1983 C.A.: Title System: TOWNRENS Purpose: EASEMENT. Ref. Map: UO930-7# Last Plan: D.P. 590986. (S.P. 131097)</p>	

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-

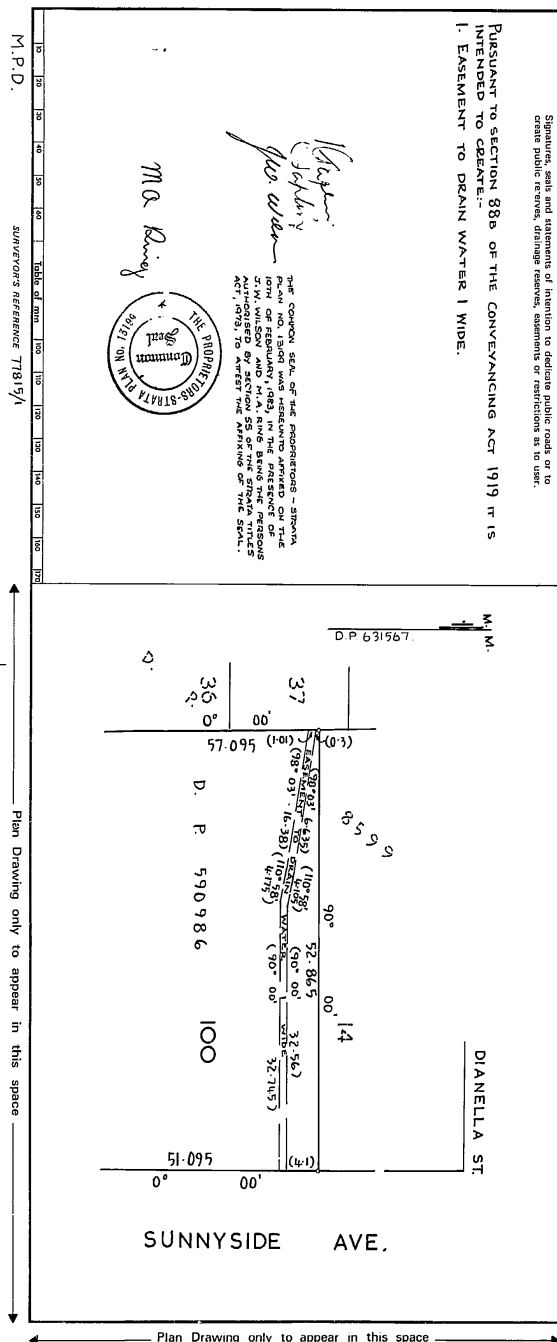
- 1. EASEMENT TO DRAIN WATER | WIDE.

DIANELLA ST

Mr. Allen
-Johann
Stephens
MA King



THE COMMON SEAL OF THE PROSPERITIES - STRATA PLAN NO. 1349 WAS MEREANTLY AFFIXED ON THE 10TH OF FEBRUARY, 1983, IN THE PRESENCE OF J.W. WILSON AND M.A. RINE BEING THE PERSONS AUTHORIZED BY SECTION 55 OF THE STRATA TITLES ACT, 1973, TO ATTEST THE AFFIXING OF THE SEAL.



I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

26th September, 1983

0631567

Cf.631567

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.
Lengths are in metres.

(Sheet 1 of 1 Sheet)

Plan:

PART 1.

FULL Name and Address of
Proprietor of the Land.

The Proprietors of Strata Plan No.
13199, 168 to 172 Willarong Road,
Caringbah.

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

Easement to drain water
1 wide.

Lots burdened

Lots and name of road benefited.

The common property of Strata Plan
No. 13199 being Certificate of Title
Volume 13730 Folio 131.

Lot 37 in Deposited Plan
No. 8599 being the whole of
the land in Certificate of
Title Volume 11065 Folio 47.

The Common Seal of The Proprietors - Strata
Plan No. 13199 was hereto affixed on the
9th of March, 1983, in the presence of
A. J. Gilkes and J. W. Wilson, being the
Persons authorised by Section 25 of the
Strata Management Act, 1973, at least one
being of the legal age.



Alan J. Gilkes
John W. Wilson

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT,
1919, LODGED WITH DP631567 26-9-1983.

I, Bruce Richard Davies, Under Secretary for Lands and
Registrar General for New South Wales, certify that this
document is a photograph made as a permanent record of a
document in my custody this day.

26th September, 1983

SD SD

5/7

Form: 07L

Licence:

Licensee: Madgwicks Lawyers

LEASE

New South Wales
Real Property Act 1900



AK281807B

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.

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Part Folio Identifier CP/SP 13199, being the area shown hatched on the plan annexed to this lease and marked 'B'.

(B) **LODGED BY**

Document
Collection
Box

1/11

Name, Address or DX, Telephone, and Customer Account Number if any

Grace Lawyers Pty Ltd
Dx 11508 Sydney Downtown

Telephone: 02 9284 2700

Reference (optional): 152179

CODE

L

(C) **LESSOR**

THE OWNERS STRATA PLAN NO. 13199 ABN 85 085 026 123

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. _____ 2. _____ 3. _____

(E) **LESSEE**

VODAFONE NETWORK PTY LTD ACN 081 918 461

(F)

TENANCY:

(G) 1. **TERM** 10 years

2. **COMMENCING DATE** 1 February 2016

3. **TERMINATING DATE** 31 January 2026

4. ~~With an OPTION TO RENEW~~ for a period of _____ set-out in _____

5. ~~With an OPTION TO PURCHASE~~ set-out in _____

6. ~~Together with and reserving the RIGHTS~~ set-out in _____

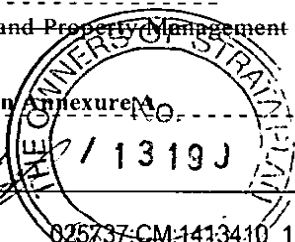
7. Incorporates the provisions or additional material set out in **ANNEXURE(S) A** hereto.

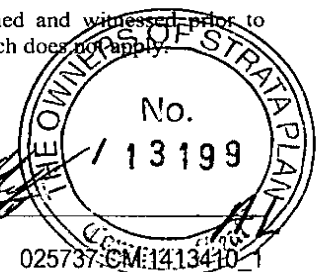
8. Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered at the Land and Property Management Authority as No. _____

9. The **RENT** is set out in item / clause 7 of the Information table in Annexure No. _____

13 JUL 2016

TIME: 3:15

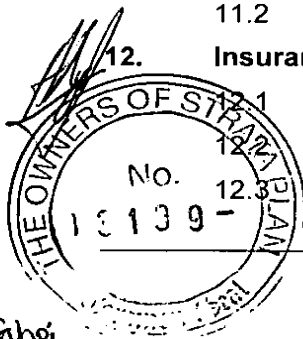




This is Annexure 'A' referred to in the lease between The Owners Strata Plan No. 13199 ACN (as lessor)
 and Vodafone Network Pty Ltd ACN 081 918 461 (as lessee)

Table of Contents

1.	Defined terms & interpretation	9
1.1	Defined terms.....	9
1.2	Interpretation.....	10
1.3	Headings.....	11
1.4	All parties bound	11
1.5	Third parties	11
1.6	Severance.....	11
2.	Statutory provisions	11
2.1	Exclusions.....	11
2.2	Telecommunications Act	11
3.	Lease for the Term.....	12
3.1	Term	12
3.2	Termination on a Break Date	12
4.	Holding over.....	12
5.	Permitted use	12
6.	Payment of Rent	12
6.1	Payment.....	12
6.2	EFT	12
7.	Rent reviews	12
8.	Rates and taxes	13
9.	GST	13
9.1	GST	13
9.2	Recipient Created Tax Invoice (RCTI).....	13
9.3	Input tax credit entitlement	14
10.	Electricity	14
10.1	Supply.....	14
10.2	Metering	14
11.	Lessor's covenants	14
11.1	Quiet enjoyment.....	14
11.2	Interference.....	14
12.	Insurance	15
12.1	Cover	15
12.2	Global policy	15
12.3	Lessor's insurance	15



13.	Lessee's indemnity and warranty.....	15
13.1	Indemnity and release.....	15
13.2	Limitation	16
13.3	Warranty	16
14.	Lessee's rights.....	16
14.1	No interruption	16
14.2	Installation and maintenance of Equipment.....	16
14.3	Equipment between Premises.....	16
15.	Access.....	16
15.1	Operational access	16
15.2	Contact person.....	17
15.3	Access protocols.....	17
16.	Equipment.....	17
16.1	Ownership.....	17
16.2	Removal.....	17
17.	Costs	17
17.1	Lessee to pay costs	17
17.2	Tax invoice.....	18
17.3	Payment of legal costs	18
17.4	Registration.....	18
18.	Assignment and subletting.....	18
18.1	Prohibition	18
18.2	Exception to prohibition	18
18.3	Assignment of Sequential Lease	18
19.	Termination	18
19.1	By the Lessor	18
19.2	By the Lessee	19
19.3	Surrender of Sequential Leases	19
19.4	Rent pro-rata.....	19
20.	Destruction or damage to Premises	20
21.	Notice	20
21.1	Service of notice on Lessee	20
21.2	Service of notice on Lessor	20
21.3	Notices	20
22.	Where the Premises comprise a colocated site	21
22.1	Application of clause	21
22.2	Definitions for clause 22.....	21
22.3	Consent to Tower Sub-Lease.....	21
22.4	Termination of the Tower Lease.....	22

126

22.5	Option in Tower Lease	22
22.6	Additional right of termination	23
22.7	Trilocation	23
23.	Mortgagee's consent.....	23
23.1	Lessor to Obtain.....	23
23.2	Failure to Obtain	23
24.	Concurrent lease	23
Annexure B: Plan		25

Information table

Parties

Name **The Owners Strata Plan No. 13199**
ABN 85 085 026 123
Short form name **Lessor**
Notice details C/- Body Corporate Services, Locked Bag 22, Haymarket NSW 1238
Attention Sandra Ciccio
Email address sandra.ciccio@bcssm.com.au

Name **Vodafone Network Pty Ltd ACN 081 918 461**
ABN 31 081 918 461
Short form name **Lessee**
Notice details Level 7, 40 Mount Street, North Sydney, New South Wales 2060
Facsimile: (02) 9415 7041
Attention General Counsel

Items

Item 1 Premises (clause 1.1)
The area in Folio Identifier CP/SP 13199 as shown on the plan in Annexure B being part of the property known as 168-172 Willarong Street, Caringbah NSW 2229

Item 2 The Land (clause 1.1)
The whole of the land comprised in Folio Identifier CP/SP 13199

Item 3 Commencing Date (clause 1.1)
1 February 2016

Item 4 Terminating Date (clause 1.1)
31 January 2026

Item 5 Term (clause 1.1)
10 years



Item 6 Break Date (clause 1.1 & clause 3.2)

Each of the following dates:

(a) 31 January 2021

Item 7 Rent (clauses 1.1 and 6.1)

\$40,000.00

Item 8 Rental Day

The Commencing Date and then on each anniversary of the Commencing Date.

Item 9 Lessor's Bank Account (clause 6.2)

Bank: Macquarie Bank
Branch: 20 Bond Street, Sydney
Account Name: Owners Corporation SP13199
BSB: 182-222
Account Number: 2247-68143

Item 10 Review Factor (clauses 1.1 and 7)

3%

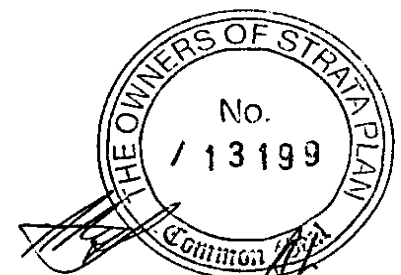
Item 11 Contact person (clause 15.2)

Lessee: The Property Manager, Vodafone Managed Portfolio
Crown Castle Australia Pty Ltd
Telephone: (02) 9495 9000 or 1800 006 667
Facsimile: (02) 9495 9100

Lessor: Sandra Ciccio, Body Corporate Services
Telephone: (02) 9589-5600
Facsimile: (02) 8216 0314

Item 12 Lessee's solicitors (clause 21)

Madgwicks Lawyers
Level 33, 140 William Street
MELBOURNE VIC 3000
Telephone: (03) 9242 4744
Facsimile : (03) 9242 4777



Date

2015

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Lease, unless the context otherwise requires, the following words and phrases have the meanings attributed to them in this clause:

Break Date means the date stated in Item 6.

Carrier means a carrier as defined in the Telecommunications Act.

Commencing Date means the date specified in Item 3.

Equipment means those items of plant and/or equipment of the Lessee, including without limitation of the generality of such term, all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin upon the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee.

Equipment Cabin means that part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its equipment.

GST means goods and services tax as described in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended) and related GST regulations, as amended from time to time.

GST Rate means the prevailing rate of the GST payable in accordance with the GST Law.

Information table means the part of this Lease described as the Information table.

Item means an item in the Information table.

Land means the land specified in Item 2.

Lessor's Improvements means the building or other structure on the Land and owned by the Lessor upon or within which the Premises are situate.

Payments mean the Rent and other amounts payable by the Lessee to the Lessor under this Lease.

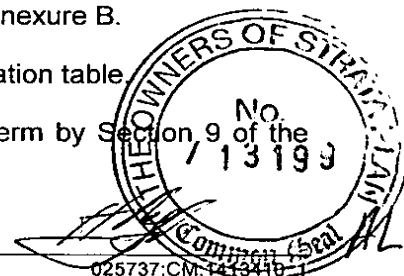
Permitted Use means the use by the Lessee of the Premises, the Lessor's Improvements and the Land as is permitted to the Lessee under this Lease.

Plan means the lease plan which is annexed to this Lease as Annexure B.

Premises means the premises described in Item 1 of the Information table.

Related Body Corporate has the meaning attributed to that term by Section 9 of the *Corporations Act 2001 (Cth)*.

Rent means the amount specified in Item 7.



Rental Day means the days referred to at Item 8.

Review Date means each anniversary of the first Rental Day.

Review Factor means the percentage set out at Item 10.

Secure Premises means Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.

Sequential Lease means a lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.

Tax Invoice has the same meaning as given in the *A New Tax System (Goods and Services Tax) Act 1999*.

Taxable Supply has the meaning given in the GST Law.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Term means the term specified in Item 5.

Terminating Date means the date specified in Item 4.

VHA means Vodafone Hutchison Australia Pty Limited ACN 096 304 620

VHA Group means VHA, its ultimate parent company and any subsidiaries and related bodies corporate of VHA or its ultimate parent company from time to time, including any entity from time to time which owns 50% or more of the shares of VHA (or one of its holding subsidiary companies or a subsequent holding or subsidiary company of such entity).

1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

- (a) statutes regulations ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes regulations ordinances or by-laws amending consolidating or replacing the same from time to time;
- (b) the singular number includes a reference to the plural number and vice versa;
- (c) any gender includes a reference to the other genders and each of them;
- (d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;
- (e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;
- (f) a company or a corporation includes a person and vice versa;
- (g) a clause number shall mean a reference to the respective clauses of this Lease;
- (h) any organisations associations societies groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that any of

its powers or functions are transferred to any other entity body or group refer respectively to any such entity body or group established or constituted in lieu thereof or succeeding to similar powers or functions;

- (i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and upon the Land with the consent of that party; and
- (j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months.

1.3 Headings

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

1.4 All parties bound

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

1.5 Third parties

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

1.6 Severance

If any covenant agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

2. Statutory provisions

2.1 Exclusions

- (a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.
- (b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

2.2 Telecommunications Act

- (a) This Lease is without prejudice to any rights of the Lessee pursuant to or arising under the Telecommunications Act, any statute, ordinance or regulation promulgated thereunder or replacement thereof.

- (b) To the extent that the Lessee is authorised under this Lease to undertake any activity in the nature of installation or maintenance, as those terms are used in the Telecommunications Act, the Lessor will not require further notice of that activity to be given under the Telecommunications Act.

3. Lease for the Term

3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

3.2 Termination on a Break Date

If the Lessee gives to the Lessor at any time not later than 6 months prior to a Break Date, a notice to the effect that from the Break Date, it wishes to terminate this Lease upon that Break Date, then this Lease will come to an end on the Break Date so specified.

4. Holding over

- (a) If the Lessee continues to occupy the Premises beyond the Terminating Date the Lessee shall do so as a yearly tenant only, at a Rent payable annually in advance (at the same Rent as during the year preceding the Terminating Date) and otherwise on the same terms and conditions as this Lease.
- (b) The tenancy so created is determinable at any time by either party by 1 year's notice given to the other party to expire on any date.

5. Permitted use

The Lessee may during the Term use the Premises and the Equipment on the Land for the purposes of a telecommunications base station forming part of a telecommunications network.

6. Payment of Rent

6.1 Payment

The Lessee must pay the Rent in advance on the Rental Days.

6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (EFT) to the account nominated in Item 9. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in Item 9 provided that written notice of any such nomination is received by the Lessee not less than 30 days prior to the date upon which the Rent is payable. Payment by EFT by the Lessee's banker to the relevant nominated account by the due date is a full discharge for the payment.

7. Rent reviews

On each Review Date the Rent will be increased by the Review Factor.

8. Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates taxes and outgoings (other than any electricity cost payable by the Lessee under clause 10) which may be payable in relation to the Premises.

9. GST

In this clause 9, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

9.1 GST

- (a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.
- (b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.
- (c) Unless expressly indicated in clause 9.2, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.
- (d) Unless expressly indicated in clause 9.2, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.
- (e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

9.2 Recipient Created Tax Invoice (RCTI)

- (a) For the purposes of this clause 9.2, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This clause 9.2 applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.
- (b) The parties agree that:
 - (i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and
 - (ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.
- (c) The Lessee (or its agent):
 - (i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;
 - (ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;

- (iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000.
- (d) The Lessor acknowledges that:
 - (i) it is registered for GST and has been allocated an Australian Business Number; and
 - (ii) it will inform the Lessee if it ceases to be registered for GST.
- (e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

9.3 Input tax credit entitlement

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

10. Electricity

10.1 Supply

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

10.2 Metering

- (a) If it is reasonably practicable to do so, the electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.
- (b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

11. Lessor's covenants

11.1 Quiet enjoyment

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

11.2 Interference

- (a) The Lessor acknowledges that the Permitted Use relies upon the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.

- (b) The Lessor must not erect, nor may it permit the erection of, any structure on above or below the Land or upon the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.

12. Insurance

12.1 Cover

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency in respect of the same, adequate insurance in respect of the Premises for:

- (a) public liability to an amount of not less than \$20,000,000; and
- (b) damage to the Equipment, including the costs of demolition and removal.

12.2 Global policy

Without limitation to clause 12.1 the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

12.3 Lessor's insurance

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on upon the Land.

13. Lessee's indemnity and warranty

13.1 Indemnity and release

The Lessee:

- (a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts errors defaults or omissions of the Lessee or the Lessee's use of the Land; and
- (b) must indemnify and hold harmless the Lessor against all claims resulting from any damage, loss death or injury in connection with:
 - (i) the Premises and the use and the occupation of the Premises by the Lessee;
 - (ii) the Equipment; and
 - (iii) the Land to the extent caused or contributed to by the Lessee's use or occupation of the Land,

except to the extent caused or contributed by the Lessor's act, omission or breach of this Lease or any act or omission of the Lessor's employees, agents or contractors.

13.2 Limitation

- (a) The release and indemnity in clause 13.1 does not apply to the extent that the accident, damage, injury or loss was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.
- (b) Notwithstanding anything in clause 13.1, the Lessee will not be liable in respect of any indirect or consequential loss of the Lessor, however that loss may arise.

13.3 Warranty

- (a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other tenants of the Land, than is reasonably necessary having regard to the Permitted Use.
- (b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

14. Lessee's rights

14.1 No interruption

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

14.2 Installation and maintenance of Equipment

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may at any time during the Term install remove, modify, maintain, use and operate on the Premises such Equipment as is necessary for the Permitted Use now and in the future.

14.3 Equipment between Premises

If the Premises consist of a number of areas that do not connect to each other, the Lessee may install such above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures over the Land or within or upon the Lessor's Improvements as are necessary for the safe, continuous or proper use of the Equipment. To the extent that parts of the Equipment are to be installed at locations connecting the Premises in accordance with this clause, the Lessor grants a licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations connecting the Premises were part of the Premises.

15. Access

15.1 Operational access

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

- (a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use between 8am and 6pm weekly (excluding weekends and public holidays)

except in the case of an emergency when the Lessee may have access at all times;

- (b) to use in common with the Lessor and its tenants (if any) other parts of the Land and the Lessor's Improvements, all such electric main wires watercourses drains conduits risers installations appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into through along under over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and
- (c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

15.2 Contact person

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons so nominated for the Lessor and the Lessee respectively, are the persons referred to in Item 11 or such other person as a party nominates in writing to the other from time to time to be its contact person.

15.3 Access protocols

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 48 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this clause 15.3, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee. The Lessee indemnifies the Lessor in respect of any reasonable cost expense or charges incurred by the Lessor in providing such access pursuant to a procedure applying under this clause. The Lessee may however, access the Secure Premises without prior notice and at all times during an emergency.

16. Equipment

16.1 Ownership

The Equipment shall be and remain the property of the Lessee notwithstanding that any part or parts thereof may be or become affixed to the Premises or to the Land.

16.2 Removal

Unless the Lessor consents to the Lessee holding over in accordance with clause 4, upon expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground upon the Land, and restore so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

17. Costs

17.1 Lessee to pay costs

The Lessee must pay the Lessor's reasonable and proper legal costs and expenses in relation to the Lessor's entry into this Lease to a maximum of \$1,500.00 together with any reasonable costs incurred by the Lessor in obtaining the consent of any mortgagee, title production costs and all out of pocket expenses (excluding any registration or duty

costs). The Lessee must also pay the strata managing agent's cost of \$330.00 plus GST (one off payment).

17.2 Tax invoice

- (a) The Lessor must provide the Lessee with an invoice for the costs incurred under clause 17.1.
- (b) The Lessor acknowledges that the invoice required under clause 17.2(a) must be prepared by the Lessor and the Lessee is not required to pay costs in an invoice prepared by the Lessor's solicitors.

17.3 Payment of legal costs

The Lessor acknowledges that any legal costs payable by the Lessee under clause 17.1 will not be paid until the Lessor provides evidence of its compliance with clause 23.

17.4 Registration

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

18. Assignment and subletting

18.1 Prohibition

The Lessee must not assign this Lease or sublet the Premises except under clause 18.2 or with the prior written consent of the Lessor which must not be unreasonably withheld.

18.2 Exception to prohibition

The Lessee may at any time assign this Lease or sublet the Premises:

- (a) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or
- (b) to a Related Body Corporate of the Lessee; or
- (c) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network,

but it must give notice of that assignment or subletting within a reasonable time after it occurs.

18.3 Assignment of Sequential Lease

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

19. Termination

19.1 By the Lessor

In the event of:

- (a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or

- (b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of written notice of that breach from the Lessor; or
- (c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' written notice of termination to the Lessee.

19.2 By the Lessee

If at any time:

- (a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;
- (b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected or not dealt with within a reasonable time or approved upon conditions that are unreasonable in the Lessee's opinion;
- (c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;
- (d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or
- (e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under clause 19.2(e).

19.3 Surrender of Sequential Leases

- (a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.
- (b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of the surrender of any Sequential Lease.
- (c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office, if it is required, to enable the surrender of any Sequential Lease to be registered.

19.4 Rent pro-rata

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

20. Destruction or damage to Premises

If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical inference or is destroyed or damaged to an extent which upon a reasonably formed view materially inhibits the carrying on of the Permitted Use upon the Premises, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date upon which the destruction or damage occurs until the date upon which it is repaired. If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated, then that matter must be referred to arbitration under the provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located. If the Lessor does not repair the damage or destruction within 3 months of its occurring, then the Lessee may terminate this Lease upon 1 month's notice.

21. Notice

21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

- (a) either:
 - (i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or
 - (ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and

also be served on the Lessee's solicitors, as stated in Item 12, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in paragraph (a) of this clause.

21.2 Service of notice on Lessor

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in the Information table, or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by facsimile to the Lessor's facsimile number stated in the Information table, or such other number as the Lessor notifies in writing to the Lessee; or
- (c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

21.3 Notices

- (a) Any notice served by the Lessor or the Lessee under this Lease must be in writing and will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.

- (b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.
- (c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the said notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00pm on any day when it will be deemed to be served at 9.00am on the next day on which business is normally conducted in the place where the notice is being sent.
- (d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

22. Where the Premises comprise a colocated site

22.1 Application of clause

This clause 22 only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed upon the Tower Premises by agreement with the Existing Carrier.

22.2 Definitions for clause 22

For the purposes of clause 22:

Existing Carrier means the party which is the lessee of the Tower Lease from time to time.

Tower means a tower pole mast railing support or other structure owned or operated by the Existing Carrier, upon which Equipment is or is to be installed.

Tower Lease means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

Tower Premises means the premises demised under the Tower Lease upon or within which the Tower is situated.

Tower Sub-Lease means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

22.3 Consent to Tower Sub-Lease

The Lessor:

- (a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility upon the Tower; and
- (b) agrees that it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

22.4 Termination of the Tower Lease

- (a) Without limiting the matters referred to in clause 22.3, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.
- (b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).
- (c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).
- (d) If the Lessee gives a Lessee's Notice, the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises upon the same terms as the Tower Lease, but commencing upon the date upon which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. Upon the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

22.5 Option in Tower Lease

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

- (a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew contained were able to be exercised by the Lessee and the Lessee had exercised that option; and

- (b) upon service of the Renewal Notice by the Lessee, the provisions of clause 22.4(d) will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

22.6 Additional right of termination

In the event of the Lessee:

- (a) taking an assignment of the Tower Lease pursuant to clause 22.4(a);
- (b) being granted a lease pursuant to clauses 22.4(d) or 22.5(b),

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

22.7 Trilocation

The Lessor's obligations under clauses 22.4 and 22.5 are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

23. Mortgagee's consent

23.1 Lessor to Obtain

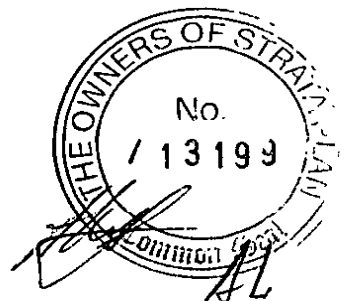
If the Land is at the Commencement Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

23.2 Failure to Obtain


If the Lessor has not complied with 23.1 within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with clause 23.1.

24. Concurrent lease

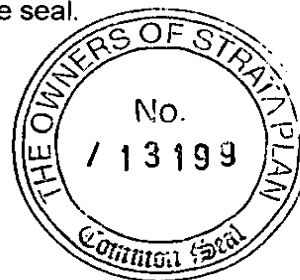
- (a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days written notice of its intention to do so.
- (b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.



The common seal of the Owners - Strata Plan No 13199 was hereunto affixed on 20/11/2016 in the presence of Alenka Lukashchuk being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



Branch manager/
strata manager



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

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

Signature of witness

Signature of attorney

Name of witness

Latika Prasad
Solicitor NSW LSN 25729
Vodafone Hutchison Australia Pty Limited
40 Mount Street
North Sydney, NSW 2060
Australia

Attorney's name

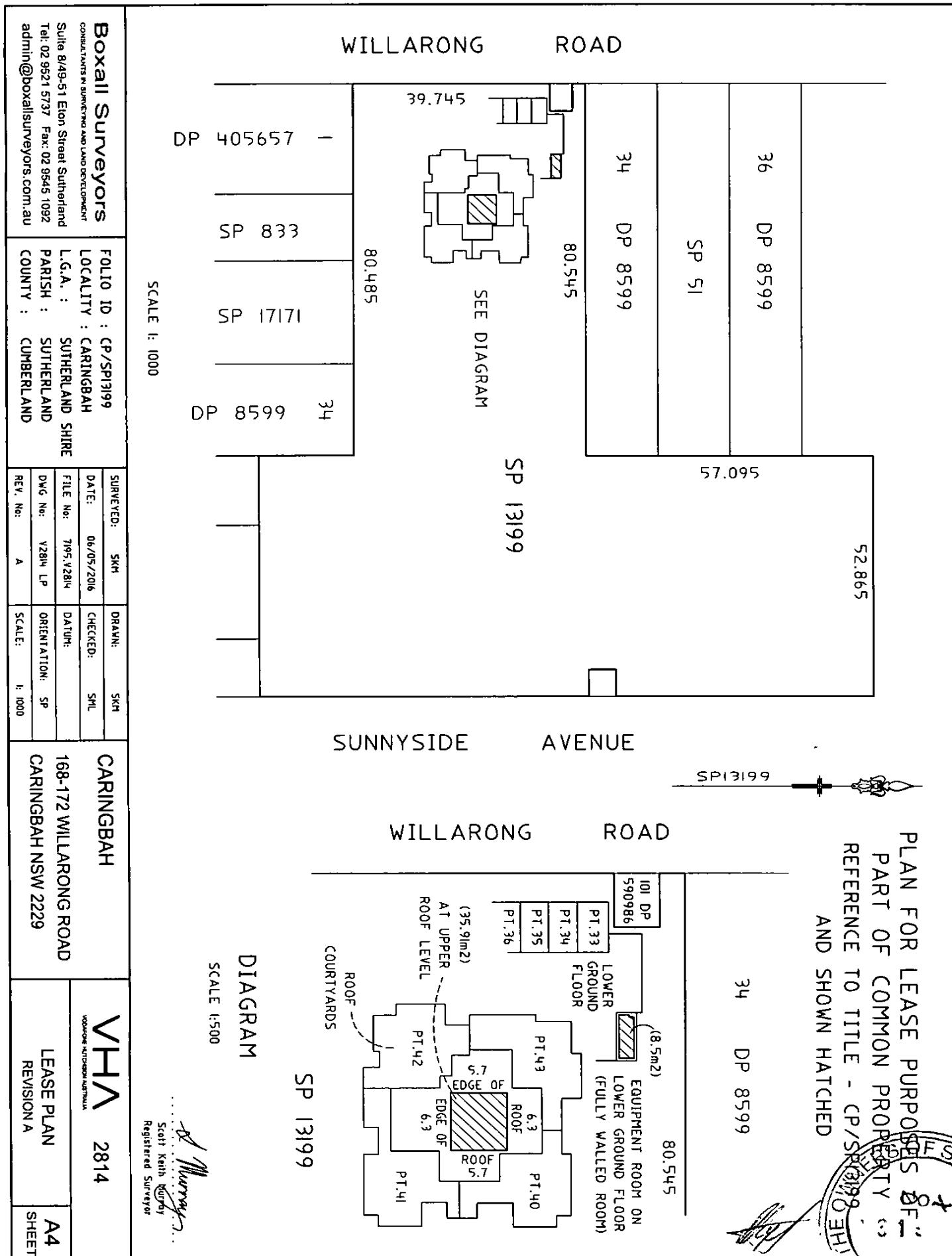
Signing on behalf of
Vodafone Network Pty Ltd
ACN 081 918 461

Address of witness

Power of attorney -Book 4662

-No 196

Annexure B - PLAN



Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. 13199... certifies that:

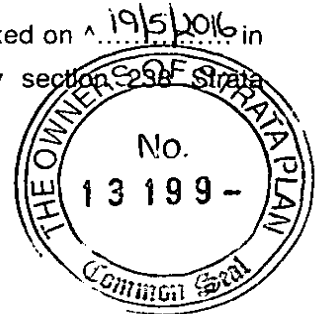
- (1) On 13/1/2016 it passed a special resolution agreeing to the execution of the ~~dealing or plan~~
lease to Vodafone Network Pty Ltd pursuant to section 28(4) Strata Schemes
(Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act
1986;
- (2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or
section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with
in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No. 13199 was hereunto affixed on 19/5/2016 in
the presence of ANGELA CAPEI being the person (s) authorised by section 298 Strata
Schemes Management Act 1996 to attest the affixing of the seal.

.....
ANGELA CAPEI
.....

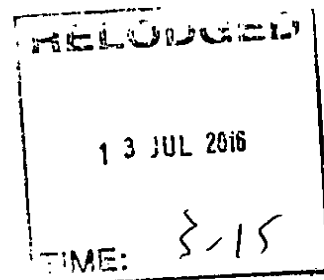
* Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

^ Insert the applicable date.



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

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This is the certificate referred to in;
 - Section 28(4) Strata Schemes (Freehold Development) Act 1973
 - Section 32(4) Strata Schemes (Leasehold Development) Act 1986
4. This certificate is required to accompany a dealing including a plan which divests an owners corporation's interest in common property. This would include but not be limited to:
 - A transfer or lease of part of the common property;
 - A creation of an easement which burdens common property;
 - A release of an easement which benefits common property;
 - A plan over common property which dedicates public road, or creates a public or drainage reserve.



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP69953Y

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

(A) TORRENS TITLE	For the common property CP/SP 13199		
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN	CODE CH
	Reference: F1112 249 291 - MIR		

- (C) The Owners-Strata Plan No. **13199** certify that a special resolution was passed on 09/10/18 & 13/11/18
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. **NOT APPLICABLE**
Added by-law No. **SPECIAL BY-LAW 12 & 13**
Amended by-law No. **NOT APPLICABLE**

as fully set out below:

See annexure

- (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. **13199** was affixed on **06/02/2019** in the presence of the following person(s) authorized by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: **Lisa Branson**

Authority: **Duly Authorised Officer - BCS Strata Management P/L
Strata Managing Agent**

Signature:

Name:

Authority:

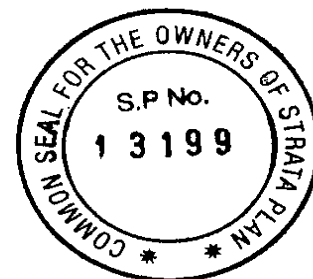


ANNEXURE A

STRATA PLAN 13199

TABLE OF CONTENTS

By-law 1 - Noise	3
By-law 2 - Vehicles	3
By-law 3 - Obstruction of common property	3
By-law 4 - Damage to lawns and plants on common property	3
By-law 5 - Damage to common property	3
By-law 6 - Behaviour of owners and occupiers.....	3
By-law 7 - Children playing on common property in building	4
By-law 8 - Behaviour of invitees	4
By-law 9 - Depositing rubbish and other material on common property	4
By-law 10 - Drying of laundry items.....	4
By-law 11 - Cleaning windows and doors	4
By-law 12 - Storage of inflammable liquids and other substances and materials	4
By-law 13 - Moving furniture and other objects on or through common property	4
By-law 14 - Floor coverings.....	4
By-law 15 - Garbage disposal.....	5
By-law 16 - Keeping of animals	5
By-law 17 - Appearance of lot	5
By-law 18 - Notice board	5
By-law 19 - Change in use of lot to be notified	5
Special by-law no.1 – Installation of a toilet (lot 85)	6
Special by-law no.2 – Storage area.....	8
Special by-law no.3 – Alterations & additions to fire doors	9
Special by-law no.4 – Power to create storage area	10
Special by-law no.5 – Alterations & additions to fire doors	10
Special by-law no.6 – Fire doors.....	11
Special by-law no.7 – Air conditioners	12
Special by-law no.8 – Enclosure of parking spaces	13
Special by-law no.9 – Car parking.....	15
Special by-law no.10 – Electronic delivery of notices	17
Special by-law no.11 – Installation of stairs (lot 40).....	17
Special by-law no.12 – Renovations (lot 105).....	24
Special by-law no.13 – Renovations (lot 112).....	28



By-law 1 - Noise

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

By-law 2 - Vehicles

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

By-law 3 - Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

By-law 4 - Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (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.

By-law 5 - Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (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.

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

5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

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

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10 - Drying of laundry items

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

By-law 11 - Cleaning windows and doors

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

By-law 12 - Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the approval in writing 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.

By-law 13 - Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14 - Floor coverings

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

By-law 15 - Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16 - Keeping of animals

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

By-law 17 - Appearance of lot

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

By-law 18 - Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-law 19 - Change in use of lot to be notified

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

Special by-law no.1 – Installation of a toilet (lot 85)

A. DEFINITIONS

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

"Building Works" means the works undertaken by the Owner to install an enclosed toilet (including all ancillary structures) on the common property roof area of the strata scheme as depicted on the plans and drawings provided by the Owner and attached to the minutes of the meeting at which this by-law was made.

"Owner" means each of the owners of lot 85.

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

B. RIGHTS

i. subject to the conditions in paragraph C of this by-law, the Owner will have:

- a) special privilege in respect of the common property to erect and keep the Building Works to and on the common property; and
- b) the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

Maintenance

i. The owner must properly maintain and keep the common property to which the Building Works are erected or attached in a state of good and serviceable repair and for this purpose shall renew and replace whenever necessary.

Documentation

ii. Before commencing the Building Works the Owner must submit to the owners corporation the following documents relating to the Building Works:

- a) plans and drawings;
- b) specifications;
- c) structural diagrams; and
- d) any other document reasonably required by the owners corporation.

iii. After completing the Building Works the Owner must deliver to the owners corporation the following documents relating to the Building Works:

- a) certification by an engineer nominated by the owners corporation as to the structural integrity of the Building Works and the building; and
- b) any other document reasonably required by the owners corporation.

Approvals

iv. Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:

- a) the engineer nominated by the owners corporation;

- b) the relevant consent authority under the Environmental Planning and Assessment Act; and
- c) any other relevant statutory authority whose requirements apply to the Building Works.

Insurance

v. Before commencing the Building Works the Owner must effect the following insurances in the joint names of the Owner and owners corporation:

- a) contractors all works insurance;
- b) insurance required under the Home Building Act 1989;
- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Performance of Works

vi. In performing the Building Works, the Owner must:

- a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
- b) protect all areas of the building outside lot 85 from damage by the Building Works or the transportation of construction materials, equipment, debris the manner reasonably acceptable to the owners corporation;
- c) keep all areas of the building outside lot 85 clean and tidy throughout the performance of the Building Works;
- d) only perform the Building Works at the times approved by the owners corporation;
- e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- f) remove all debris resulting from the Building Works immediately from the building; and
- g) comply with the requirements of the owners corporation to comply with any by-laws and relevant statutory authority concerning the performance of the Building Works.

Liability

vii. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

viii. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Building Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

ix. The Building Works must be undertaken at the cost of the Owner.

Costs of By-Law, Approvals & Certification

x. The Owner will indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Building Works or common property areas resulting from the works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation when requested.

Annual Fee

xi. The Owner will pay to the owners corporation the amount of \$10.00 per annum as annual fee for the exclusive use of the common property.

xii. The initial payment of the annual fee will fall due on the date of registration of this by-law. Following that, the annual fee is payable in advance on the anniversary of the date on which this by-law was registered.

Licensed Contractor

xiii. The Building Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

xiv. In performing the Building Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the proprietor's servants, agents and contractors.

Owners Fixtures

xv. The Building Works shall remain the Owner's fixtures.

Right to Remedy Default

xvi. If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out the work; and
- c) recover the cost of carrying out that work from the Owner.

Special by-law no.2 – Storage area

1. DEFINITIONS:

i) The following terms are defined to mean:

"Storage Area" means the common property area located on the lower ground floor car park, (including all ancillary structures) shown on the attached copy of sheet 3 of the strata plan and allocated to the owners corporation for the purpose of storage.

"Owners Corporation" means The Owners – Strata Plan No. 13199.

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

CONDITIONS

1. Maintenance

i) The owners corporation must maintain and keep the Storage Area in a state of good and serviceable repair.

ii) The owners corporation must replace any part of the Storage Area as required from time to time.

2. Use of Storage Area

i) The Storage Area must only be used to store tools and materials belonging to the building's repair and maintenance contractor/s, or for any use the executive committee decides from time to time.

Special by-law no.3 – Alterations & additions to fire doors

1. DEFINITIONS:

i) The following terms are defined to mean:

"Fire Door" means the common property entrance door/s to each lot in the scheme including all attached locks, door handles, door frames & other ancillary structures.

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

2. DUTIES OF OWNERS

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

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

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

3. LIABILITY

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

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

4. INDEMNITY

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

5. RIGHT TO REMEDY DEFAULT

If an owner or occupier of a lot fails to comply with this by-law, THEN the owners corporation may:

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

Special by-law no.4 – Power to create storage area

1. DEFINITIONS:

i) The following terms are defined to mean:

"Storage Area" means the common property area located on the lower ground floor car park, (including all ancillary structures) shown on the attached copy of sheet 3 of the strata plan and allocated to the owners corporation for the purpose of storage.

"Owners Corporation" means The Owners – Strata Plan No. 13199.

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

CONDITIONS

1. Maintenance

i) The owners corporation must maintain and keep the Storage Area in a state of good and serviceable repair.

ii) The owners corporation must replace any part of the Storage Area as required from time to time.

2. Use of Storage Area

i) The Storage Area must only be used to store tools and materials belonging to the building's repair and maintenance contractor/s, or for any use the executive committee decides from time to time.

Special by-law no.5 – Alterations & additions to fire doors

1. DEFINITIONS:

i) The following terms are defined to mean:

"**Fire Door**" means the common property entrance door/s to each lot in the scheme including all attached locks, door handles, door frames & other ancillary structures.

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

2. DUTIES OF OWNERS

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

- a) replace or make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
- b) make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

3. LIABILITY

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

4. INDEMNITY

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

5. RIGHT TO REMEDY DEFAULT

If an owner or occupier of a lot fails to comply with this by law, THEN the owners corporation may:

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

Special by-law no.6 – Fire doors

A. DEFINITIONS

(a) The following terms are defined to mean:

"Fire Door" means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.

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

B. DUTIES OF OWNERS

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

C. LIABILITY

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

D. INDEMNITY

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

E. RIGHT TO REMEDY DEFAULT

If an owner or occupier of a lot fails to comply with this by-law, THEN the owners corporation may:

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

Special by-law no.7 – Air conditioners

It was specifically resolved that a special by-law be created to deal with the installation of air conditioners to individual lots in the following terms:

- (a) Window mounted air conditioners are not permitted.
- (b) Split system air conditioners may be permitted provided that they comply with the following.
- The evaporator/compressor component to be installed on the balcony below the level of the handrail. (Ground floor and roof top units would be by arrangement with the Executive Committee of the Owners Corporation).
 - Hoses must not be visible from the exterior of the building.
 - The evaporator/compressor must be no less than 4 metres from a neighbours bedroom window.
 - Power requirements must not exceed 10 amps. (standard wiring).
 - Every effort must be made to ensure the quiet operation of the unit

If neighbours find the noise excessive and the Executive Committee of the owners corporation agree then the hours of operation may be restricted. In extreme cases the Owners corporation has the authority to order that the unit not be used until noise is brought to an acceptable level.

(c) Applications for the installation of air conditioners is to be in writing addressed to the Secretary of the owners corporation listing full details of the make, model, noise output, proposed location of the evaporator compressor and proposed hours of operation.

(d) Any decision to approve or disapprove the installation of an air conditioner will be made by the Executive Committee in writing.

(e) Any application for the installation of an air conditioner to his lot and where consent is given, must acknowledge such consent as follows:

Name of Applicant

Unit No Lot No

Strata Plan No 13199

I acknowledge that approval is given subject to compliance with the above specifications. I also acknowledge that restrictions relating to usage may be imposed if noise causes discomfort to other residents.

Signature:

Date:

Special by-law no.8 – Enclosure of parking spaces

1. DEFINITIONS:

i) The following terms are defined to mean:

"Owners" means each of the lot owners in strata scheme 13199.

"Owners Corporation" means The Owners- Strata Plan No. 13199.

"Works" means the following alterations and additions undertaken by the Owners to enclose their carspace lot or part lot (including all ancillary structures) for the purpose of security for lot owners:

A. OPEN TYPE WALL: To be constructed of 30 x 30mm square sections steel tube welded frames, fixed to the floor and ceiling at not more than 2 metre centres on the centre line of the lots boundary. The wall frame to be sheeted with 50 x 50mm Zinc ANNEAL "Weldmesh" or cyclone wire securely fixed to the steel frames.

B. SHEETED DIVISION WALL: Subject to the adjoining lot owner's consent, to be constructed of 75 x 50mm dressed timber studs and plates or galvanised steel studs and plates. Sheeted with fibre board/villa board or similar.

C. WALLS ADJOINING COMMON AREAS: Where a carspace borders a common area and the lot owner wants to enclose the carspace, the wall must be constructed of besser block painted to match the existing colour. The Owners Corporation will pay one half of any reasonable cost of the construction of such a wall.

D. DOOR: To be single panel "Colourbond" metal fabricated tilt type door (colour "Smooth Cream") fitted with "T" or "J" type hinging mechanisms secured to dressed timber door jambs painted "Smooth Cream" to match the door colour. The door must not protrude more than 1 metre into the common area and be not less than 2.1 metres above the floor level when in the open position.

E. ELECTRICAL INSTALLATIONS: Subject to the prior written consent of the executive committee being obtained. Electrical installations are to be carried out in compliance with the Energy Australia authorities requirements and the by laws. No lights, power points or electrical appliances are to be connected for supply to the common property power circuits.

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

2. RIGHTS

Subject to the conditions in paragraph 3 of this by law, the Owners will have a special privilege to carry out the Works on the perimeter of the Owners carspace lot or part lot.

3. CONDITIONS

Maintenance

i) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.

ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

iii) In carrying out the Works, the Owners must:

- a) only enclose their carspace lot or part lot in accordance with the specifications of this by law or in accordance with the colours, designs & specifications as approved by the executive committee from time to time;
- b) protect all areas of the building outside their carspace lot or part lot from damage when carrying out the Works;
- c) keep all areas of the building outside their carspace lot or part lot clean and tidy when carrying out the Works;
- d) only carry out the Works at the times approved by the Owners Corporation;
- e) only carry out the Works within the perimeter of their carspace lot or part lot;
- f) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- g) remove all debris resulting from the Works immediately from the building; and
- h) comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the Works.

Licensed Contractor

iv) The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors (if necessary); and
- b) in accordance with the specifications of this by law or any other specifications approved by the owners corporation from time to time.

Liability

v) The Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

vi) The Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the common property including liability under section 65(6) in respect of any property of the Owners.

Cost of Works

vii) The installation, maintenance, repair and replacement of the Works will be at the cost of the Owners.

Right to Remedy Default

viii) If the Owners fail to comply with any obligation under this by law, THEN the Owners Corporation may:

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

Special by-law no.9 – Car parking

PART 1

DEFINITIONS & INTERPRETATION

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

- (a) **Lot** means any lot in strata plan 13199
- (b) **Occupier** means the occupier of a Lot
- (c) **Owner** means the owner of the Lot
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 13199
- (e) **Visitor Parking Areas** means all the common property visitor parking spaces in strata scheme 13199, registered on the strata plan.

In this by-law, unless the context otherwise requires, a word which denotes:

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

PART 2

RIGHTS, POWERS AND OBLIGATIONS

1. The Owners Corporation shall have the following additional powers, authorities, duties and functions in relation to car parking in the strata scheme:

- (a) The power to enter into arrangement with third parties (including vehicle clamping and/or towing services) to clamp and/or remove vehicles that are parked in contravention of this by-law from the strata scheme; and
- (b) The power to erect signage advising that vehicles parked in contravention of this by-law will be removed from the strata scheme.

PART 3

PARKING ARRANGEMENTS

1. An owner or occupier of a lot shall not park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area) at any time, except with the written approval of the Owners Corporation.
2. An owner or occupier of a lot shall not permit any invitees to park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area).

PART 4

ENDURING OBLIGATIONS

An Owner or Occupier:

- (a) must comply with any approval or directions of the Owners Corporation given under this by-law; and
- (b) agrees that by parking a vehicle on the common property in contravention of this by-law that owner or occupier irrevocably consents to the removal of the vehicle under the terms contained in Part 2 Clause 1(a) and section 651B of the Local Government act 1993; and
- (c) who has parked a vehicle (or allowed an invitee to park a vehicle) on the common property in contravention of this by-law, such vehicle being subsequently removed under Part 2 Clause 1(a) hereby:
 - i. indemnifies the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the vehicle; and
 - ii. agrees that an agreement pursuant to section 651C(2)(d) of the Local Government act 1993 has been made and is in force; and
 - iii. indemnifies the Owners Corporation for any damage caused to the vehicle as a result of action to remove the vehicle under Part 2 Clause 1(a).

Special by-law no.10 – Electronic delivery of notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special by-law no.11 – Installation of stairs (lot 40)

PART 1

PART 1.1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act, 1996* (NSW).
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 168-172 Willarong Road, Caringbah NSW.
- (d) **Council** means Sutherland Shire Council.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the *Home Building Act, 1989* (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (f) **Lot** means lot 40 in strata plan 13199.
- (g) **Owner** means the owner(s) of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.13199.

(i) **Specifications** means the specifications of the staircase and the penetration to the roof of the Building by Zahoul Pty Limited dated 7 July 2010, including the structural engineer certificate dated 7 July 2010, attached to this by-law and marked "A".

(j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

- A concrete saw cut into the roof of the building between the two levels of the Lot;
- Installation of a staircase from the Lot to the roof through the opening created by the concrete saw cut; and
- the construction of a light weight structure (sun room) above the staircase on the top level of the Lot including all walls, flooring, ceilings, roofing and electrical components;

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Specifications and provisions of this by-law.

2.2 Interpretation

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 Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

(a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and

(b) be manufactured and designed to specifications for domestic use.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the installation;

(b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;

(c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;

(d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;

(e) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

(f) perform the installation within a period of six (6) months from its commencement or such other period of time as may be approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;

(i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

(k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the installation of the Works has been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and

(e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

3.5 Enduring rights and obligations

The Owner must:

(a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);

(b) not vary the Works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;

(c) properly maintain and upkeep the Works in a state of good and serviceable repair;

(d) properly maintain and upkeep those parts of the common property in contact with the Works;

(e) use reasonable endeavours to cause as little disruption as possible when using the Works;

(f) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;

(g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;

(h) ensure the Works do not cause water escape or water penetration to lot or common property (including the Lot); and

(i) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use. For clarity, this includes indemnification of the Owners Corporation by the Owner for any damage to common property or liability incurred by any of the Owner's contractors where the contractor's insurance fails to make payment.

3.6 Failure to comply with this by-law

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

(a) carry out all work necessary to perform that obligation;

(b) recover the costs of such work from the Owner as a debt due; and

(c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

3.9 Special Conditions

- (a) The Owner must ensure that the Works, where visible from outside the Lot, must, in the opinion of the Owners Corporation, be in keeping with the rest of the building.
- (b) Despite clause 3.3(e), the Owner must ensure that, where any work involves drilling, cutting or hammering to the concrete structure of the Building, such work be carried only between 8am and 5pm, Monday to Friday (inclusive). The Owner must ensure that minimum disturbance is caused to other owners and occupiers during the carrying out of the works.
- (c) The Owner must ensure that the lift is only used from 9am to 4pm, Monday to Friday (inclusive). The Owner must also ensure that the lift is used for all bulky items. The owner must load from the basement level where practicable and must avoid using the main foyer if at all possible. The Owner must additionally not store any bulky material on common property.

"A"

"A"



Pty Limited
ABN: 52 097 642 718

July 07, 2010

TO WHOM IT MAY CONCERN

Ms. Leonie Johnstone

Dear Madam:

Reference: Structural Adequacy Certificate for the proposed stair case opening at Unit
40A/168-172 Willarong Road, Caringbah 2229.

ENGINEER'S CERTIFICATE

This is to certify that I have inspected the above mentioned unit and the court yard located on the roof above the unit itself.

I hereby certify that the proposed concrete saw out for the staircase to access the court yard located above the unit and the construction of a light weight structure above will have no adverse affect nor structurally affect on the building and its occupants. The proposed location of the staircase and proposed structure is shown on the attached plan.

The saw out of the concrete roof shall be supervised by the engineer and cut within the guide lines of work cover.

This certificate shall not construe as relieving any other party of their responsibilities, liabilities or contractual obligations.

Yours faithfully,

A handwritten signature in black ink, appearing to read "F. Zahoul", written over a horizontal line.

Fady El-Zahoul
Consultant Civil / Structural Eng.
M.I.E.Aust.

Suite 51, Level 2, 2 O'Connell Street, Parramatta NSW 2150
Tel: 9891 4673 Fax: 9891 4483 MobNo: 0411 86 96 86
Email: zahoul@zahoul.com.au

Special by-law no.12 – Renovations (lot 105)

A. DEFINITIONS

"Owner" means the Owners of Lot: 105 in Strata Plan 13199.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

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

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

- a. special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- b. in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

1. Maintenance

- a. The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.
- b. In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

2. Documentation

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Strata committee or the Owners Corporation for approval;

- a. plans and drawings;
- b. specifications;
- c. structural diagrams (if required);
- d. a Schedule of Works; and
- e. any other document reasonably required by the Strata committee or the Owners Corporation.

3. Approvals

- a. The Building Works must be compliant with Australian Standards.
- b. Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;
 - i. the relevant consent authority under the Environmental Planning and Assessment Act (if required); and
 - ii. any other relevant statutory authority whose requirements apply to the Building Works.

4. Insurance

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

- a. contractors all works insurance (if required);
- b. insurance required under the Home Building Act 1989 (if required);
- c. workers compensation insurance (if required); and
- d. public liability insurance in the amount of \$10,000,000 (if required).

5. Performance of works

In performing the Building Works, the Owner must;

- a. transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- b. protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- c. keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- d. only perform the Building Works at the times approved by the Owners Corporation;
- e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- f. remove all debris resulting from the Building Works immediately from the building; and
- g. comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Building Works.

6. Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7. Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8. Cost of works

The Building Works must be undertaken at the cost of the Owner.

9. Owners' fixtures

The Building Works shall remain the Owner's fixtures.

10. Right to remedy default

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may;

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the parcel to carry out that work; and
- c. recover the costs of carrying out that work from the Owner.

ENCLOSURE 1

1. To place a skip bin in car park adjacent to bedroom window for rubbish removal.
2. Full demolition of bathroom including bathtub, tiles, vanity, shower, taps, toilet.
3. Complete re-waterproofing and tiling of floor and walls
4. New bathtub, vanity, shower screen, taps and toilet
5. We will be using the same plumbing layout to connect the new fixtures.
6. There will be no alterations to existing service locations.
7. We would like to do these works between 19/10/2018 to 24/11/2018
8. Stephen Milne will be in charge of this renovation with 4 years tiling waterproofing experience
9. New bathroom ventilation system to be installed by contractors.

Special by-law no.13 – Renovations (lot 112)

Schedule (lot numbers that have the benefit of this by-law): 112

A. DEFINITIONS

"Owner" means the lot number in Strata Plan no. 13199 whose number is specified in the Schedule.

"Building Works" means the renovation and/or alteration of unit(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

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

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

(A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and

(B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

1. Maintenance

(A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.

(B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

2. Documentation

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Owners Corporation or Strata Committee for approval;

(A) plans and drawings;

(B) specifications;

(C) structural diagrams (if required);

(D) a Schedule of Works; and

(E) any other document reasonably required by the Owners Corporation or Strata Committee.

3. Approvals

(A) The Building Works must be compliant with Australian Standards.

(B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;

(I) the relevant consent authority under the Environmental Planning and Assessment Act (if required); and

(II) any other relevant statutory authority whose requirements apply to the Building Works.

4. Insurance

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

(A) contractors all works insurance (if required);

(B) insurance required under the Home Building Act 1989 (if required);

(C) workers compensation insurance (if required); and

(D) public liability insurance in the amount of \$10,000,000 (if required)

5. Performance of works

In performing the Building Works, the Owner must;

(A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;

(B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;

(C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;

(D) only perform the Building Works at the times approved by the Owners Corporation;

(E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

(F) remove all debris resulting from the Building Works immediately from the building; and

(G) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

6. Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7. Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8. Cost of works

The Building Works must be undertaken at the cost of the Owner.

9. Owners' fixtures

The Building Works shall remain the Owner's fixtures.

10. Right to remedy default

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may;

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

ENCLOSURE 1

Sam from Sam the timber floor man will be doing the whole unit with floorboards. The work will be:

- Pulling up and disposing of carpet
- pulling up tiles and disposing
- installation of acoustic underlay strata approved
- installation of laminate flooring
- cleaning is a part of our service

The seal of The Owners – Strata Plan No. 13199
was affixed on 06 February 2019
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature:

Name: Lisa Branson
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



Approved Form 10
Certificate re Initial Period

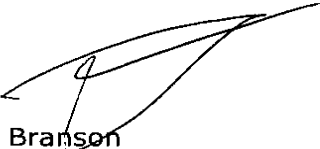
The owners corporation certifies that in respect of the strata scheme:

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. 13199
was affixed on 06 February 2019
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature:



Name: Lisa Branson
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP218520F

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

(A) TORRENS TITLE	For the common property CP/SP 13199		
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN	CODE CH
	Reference: F1112 314 693 - MIR		

- (C) The Owners-Strata Plan No. 13199 certify that a special resolution was passed on 19/03/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 14
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (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. 13199 was affixed on 23/04/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Lisa Branson

Authority: Duly Authorised Officer - BCS Strata Management P/L
Strata Managing Agent

Signature:

Name:

Authority:



ANNEXURE A

STRATA PLAN 13199

TABLE OF CONTENTS

By-law 1 - Noise	3
By-law 2 - Vehicles	3
By-law 3 - Obstruction of common property	3
By-law 4 - Damage to lawns and plants on common property	3
By-law 5 - Damage to common property	3
By-law 6 - Behaviour of owners and occupiers.....	3
By-law 7 - Children playing on common property in building	4
By-law 8 - Behaviour of invitees	4
By-law 9 - Depositing rubbish and other material on common property	4
By-law 10 - Drying of laundry items.....	4
By-law 11 - Cleaning windows and doors	4
By-law 12 - Storage of inflammable liquids and other substances and materials	4
By-law 13 - Moving furniture and other objects on or through common property	4
By-law 14 - Floor coverings.....	4
By-law 15 - Garbage disposal.....	5
By-law 16 - Keeping of animals	5
By-law 17 - Appearance of lot	5
By-law 18 - Notice board	5
By-law 19 - Change in use of lot to be notified	5
Special by-law no.1 – Installation of a toilet (lot 85)	6
Special by-law no.2 – Storage area	8
Special by-law no.3 – Alterations & additions to fire doors	9
Special by-law no.4 – Power to create storage area	10
Special by-law no.5 – Alterations & additions to fire doors	10
Special by-law no.6 – Fire doors.....	11
Special by-law no.7 – Air conditioners	12
Special by-law no.8 – Enclosure of parking spaces	13
Special by-law no.9 – Car parking.....	15
Special by-law no.10 – Electronic delivery of notices	17
Special by-law no.11 – Installation of stairs (lot 40).....	17
Special by-law no.12 – Renovations (lot 105).....	24
Special by-law no.13 – Renovations (lot 112).....	28
Special by-law no.14 – Minor renovations	30



By-law 1 - Noise

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

By-law 2 - Vehicles

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

By-law 3 - Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

By-law 4 - Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (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.

By-law 5 - Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (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.

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

5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

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

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10 - Drying of laundry items

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

By-law 11 - Cleaning windows and doors

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

By-law 12 - Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the approval in writing 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.

By-law 13 - Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14 - Floor coverings

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

By-law 15 - Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16 - Keeping of animals

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

By-law 17 - Appearance of lot

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

By-law 18 - Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-law 19 - Change in use of lot to be notified

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

Special by-law no.1 – Installation of a toilet (lot 85)

A. DEFINITIONS

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

"Building Works" means the works undertaken by the Owner to install an enclosed toilet (including all ancillary structures) on the common property roof area of the strata scheme as depicted on the plans and drawings provided by the Owner and attached to the minutes of the meeting at which this by-law was made.

"Owner" means each of the owners of lot 85.

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

B. RIGHTS

i. subject to the conditions in paragraph C of this by-law, the Owner will have:

- a) special privilege in respect of the common property to erect and keep the Building Works to and on the common property; and
- b) the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

Maintenance

i. The owner must properly maintain and keep the common property to which the Building Works are erected or attached in a state of good and serviceable repair and for this purpose shall renew and replace whenever necessary.

Documentation

ii. Before commencing the Building Works the Owner must submit to the owners corporation the following documents relating to the Building Works:

- a) plans and drawings;
- b) specifications;
- c) structural diagrams; and
- d) any other document reasonably required by the owners corporation.

iii. After completing the Building Works the Owner must deliver to the owners corporation the following documents relating to the Building Works:

- a) certification by an engineer nominated by the owners corporation as to the structural integrity of the Building Works and the building; and
- b) any other document reasonably required by the owners corporation.

Approvals

iv. Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:

- a) the engineer nominated by the owners corporation;

b) the relevant consent authority under the Environmental Planning and Assessment Act;
and

c) any other relevant statutory authority whose requirements apply to the Building Works.

Insurance

v. Before commencing the Building Works the Owner must effect the following insurances in the joint names of the Owner and owners corporation:

- a) contractors all works insurance;
- b) insurance required under the Home Building Act 1989;
- c) workers compensation insurance; and
- d) public liability insurance in the amount of \$10,000,000.

Performance of Works

vi. In performing the Building Works, the Owner must:

- a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
- b) protect all areas of the building outside lot 85 from damage by the Building Works or the transportation of construction materials, equipment, debris the manner reasonably acceptable to the owners corporation;
- c) keep all areas of the building outside lot 85 clean and tidy throughout the performance of the Building Works;
- d) only perform the Building Works at the times approved by the owners corporation;
- e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- f) remove all debris resulting from the Building Works immediately from the building; and
- g) comply with the requirements of the owners corporation to comply with any by-laws and relevant statutory authority concerning the performance of the Building Works.

Liability

vii. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

viii. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Building Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

ix. The Building Works must be undertaken at the cost of the Owner.

Costs of By-Law, Approvals & Certification

x. The Owner will indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Building Works or common property areas resulting from the works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation when requested.

Annual Fee

xi. The Owner will pay to the owners corporation the amount of \$10.00 per annum as annual fee for the exclusive use of the common property.

xii. The initial payment of the annual fee will fall due on the date of registration of this by-law. Following that, the annual fee is payable in advance on the anniversary of the date on which this by-law was registered.

Licensed Contractor

xiii. The Building Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors; and
- b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

xiv. In performing the Building Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the proprietor's servants, agents and contractors.

Owners Fixtures

xv. The Building Works shall remain the Owner's fixtures.

Right to Remedy Default

xvi. If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:

- a) carry out all work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out the work; and
- c) recover the cost of carrying out that work from the Owner.

Special by-law no.2 – Storage area

1. DEFINITIONS:

i) The following terms are defined to mean:

"Storage Area" means the common property area located on the lower ground floor car park, (including all ancillary structures) shown on the attached copy of sheet 3 of the strata plan and allocated to the owners corporation for the purpose of storage.

"Owners Corporation" means The Owners – Strata Plan No. 13199.

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

CONDITIONS

1. Maintenance

i) The owners corporation must maintain and keep the Storage Area in a state of good and serviceable repair.

ii) The owners corporation must replace any part of the Storage Area as required from time to time.

2. Use of Storage Area

i) The Storage Area must only be used to store tools and materials belonging to the building's repair and maintenance contractor/s, or for any use the executive committee decides from time to time.

Special by-law no.3 – Alterations & additions to fire doors

1. DEFINITIONS:

i) The following terms are defined to mean:

"Fire Door" means the common property entrance door/s to each lot in the scheme including all attached locks, door handles, door frames & other ancillary structures.

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

2. DUTIES OF OWNERS

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

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

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

3. LIABILITY

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

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

4. INDEMNITY

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

5. RIGHT TO REMEDY DEFAULT

If an owner or occupier of a lot fails to comply with this by-law, THEN the owners corporation may:

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

Special by-law no.4 – Power to create storage area

1. DEFINITIONS:

i) The following terms are defined to mean:

"Storage Area" means the common property area located on the lower ground floor car park, (including all ancillary structures) shown on the attached copy of sheet 3 of the strata plan and allocated to the owners corporation for the purpose of storage.

"Owners Corporation" means The Owners – Strata Plan No. 13199.

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

CONDITIONS

1. Maintenance

- i) The owners corporation must maintain and keep the Storage Area in a state of good and serviceable repair.
- ii) The owners corporation must replace any part of the Storage Area as required from time to time.

2. Use of Storage Area

i) The Storage Area must only be used to store tools and materials belonging to the building's repair and maintenance contractor/s, or for any use the executive committee decides from time to time.

Special by-law no.5 – Alterations & additions to fire doors

1. DEFINITIONS:

i) The following terms are defined to mean:

"**Fire Door**" means the common property entrance door/s to each lot in the scheme including all attached locks, door handles, door frames & other ancillary structures.

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

2. DUTIES OF OWNERS

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

- a) replace or make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
- b) make any alterations or additions to a Fire Door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

3. LIABILITY

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

4. INDEMNITY

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

5. RIGHT TO REMEDY DEFAULT

If an owner or occupier of a lot fails to comply with this by law, THEN the owners corporation may:

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

Special by-law no.6 – Fire doors

A. DEFINITIONS

(a) The following terms are defined to mean:

"**Fire Door**" means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.

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

B. DUTIES OF OWNERS

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

C. LIABILITY

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

D. INDEMNITY

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

E. RIGHT TO REMEDY DEFAULT

If an owner or occupier of a lot fails to comply with this by-law, THEN the owners corporation may:

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

Special by-law no.7 – Air conditioners

It was specifically resolved that a special by-law be created to deal with the installation of air conditioners to individual lots in the following terms:

- (a) Window mounted air conditioners are not permitted.
- (b) Split system air conditioners may be permitted provided that they comply with the following.
- The evaporator/compressor component to be installed on the balcony below the level of the handrail. (Ground floor and roof top units would be by arrangement with the Executive Committee of the Owners Corporation).
 - Hoses must not be visible from the exterior of the building.
 - The evaporator/compressor must be no less than 4 metres from a neighbours bedroom window.
 - Power requirements must not exceed 10 amps. (standard wiring).
 - Every effort must be made to ensure the quiet operation of the unit

If neighbours find the noise excessive and the Executive Committee of the owners corporation agree then the hours of operation may be restricted. In extreme cases the Owners corporation has the authority to order that the unit not be used until noise is brought to an acceptable level.

(c) Applications for the installation of air conditioners is to be in writing addressed to the Secretary of the owners corporation listing full details of the make, model, noise output, proposed location of the evaporator compressor and proposed hours of operation.

(d) Any decision to approve or disapprove the installation of an air conditioner will be made by the Executive Committee in writing.

(e) Any application for the installation of an air conditioner to his lot and where consent is given, must acknowledge such consent as follows:

Name of Applicant

Unit No Lot No

Strata Plan No 13199

I acknowledge that approval is given subject to compliance with the above specifications. I also acknowledge that restrictions relating to usage may be imposed if noise causes discomfort to other residents.

Signature:

Date:

Special by-law no.8 – Enclosure of parking spaces

1. DEFINITIONS:

i) The following terms are defined to mean:

"Owners" means each of the lot owners in strata scheme 13199.

"Owners Corporation" means The Owners- Strata Plan No. 13199.

"Works" means the following alterations and additions undertaken by the Owners to enclose their carspace lot or part lot (including all ancillary structures) for the purpose of security for lot owners:

A. OPEN TYPE WALL: To be constructed of 30 x 30mm square sections steel tube welded frames, fixed to the floor and ceiling at not more than 2 metre centres on the centre line of the lots boundary. The wall frame to be sheeted with 50 x 50mm Zinc ANNEAL "Weldmesh" or cyclone wire securely fixed to the steel frames.

B. SHEETED DIVISION WALL: Subject to the adjoining lot owner's consent, to be constructed of 75 x 50mm dressed timber studs and plates or galvanised steel studs and plates. Sheeted with fibre board/villa board or similar.

C. WALLS ADJOINING COMMON AREAS: Where a carspace borders a common area and the lot owner wants to enclose the carspace, the wall must be constructed of besser block painted to match the existing colour. The Owners Corporation will pay one half of any reasonable cost of the construction of such a wall.

D. DOOR: To be single panel "Colourbond" metal fabricated tilt type door (colour "Smooth Cream") fitted with "T" or "J" type hinging mechanisms secured to dressed timber door jambs painted "Smooth Cream" to match the door colour. The door must not protrude more than 1 metre into the common area and be not less than 2.1 metres above the floor level when in the open position.

E. ELECTRICAL INSTALLATIONS: Subject to the prior written consent of the executive committee being obtained. Electrical installations are to be carried out in compliance with the Energy Australia authorities requirements and the by laws. No lights, power points or electrical appliances are to be connected for supply to the common property power circuits.

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

2. RIGHTS

Subject to the conditions in paragraph 3 of this by law, the Owners will have a special privilege to carry out the Works on the perimeter of the Owners carspace lot or part lot.

3. CONDITIONS

Maintenance

i) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.

ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

iii) In carrying out the Works, the Owners must:

- a) only enclose their carspace lot or part lot in accordance with the specifications of this by law or in accordance with the colours, designs & specifications as approved by the executive committee from time to time;
- b) protect all areas of the building outside their carspace lot or part lot from damage when carrying out the Works;
- c) keep all areas of the building outside their carspace lot or part lot clean and tidy when carrying out the Works;
- d) only carry out the Works at the times approved by the Owners Corporation;
- e) only carry out the Works within the perimeter of their carspace lot or part lot;
- f) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- g) remove all debris resulting from the Works immediately from the building; and
- h) comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the Works.

Licensed Contractor

iv) The Works shall be done:

- a) in a proper and workmanlike manner and by duly licensed contractors (if necessary); and
- b) in accordance with the specifications of this by law or any other specifications approved by the owners corporation from time to time.

Liability

v) The Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

vi) The Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the common property including liability under section 65(6) in respect of any property of the Owners.

Cost of Works

vii) The installation, maintenance, repair and replacement of the Works will be at the cost of the Owners.

Right to Remedy Default

viii) If the Owners fail to comply with any obligation under this by law, THEN the Owners Corporation may:

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

Special by-law no.9 – Car parking

PART 1

DEFINITIONS & INTERPRETATION

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

- (a) **Lot** means any lot in strata plan 13199
- (b) **Occupier** means the occupier of a Lot
- (c) **Owner** means the owner of the Lot
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 13199
- (e) **Visitor Parking Areas** means all the common property visitor parking spaces in strata scheme 13199, registered on the strata plan.

In this by-law, unless the context otherwise requires, a word which denotes:

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

PART 2

RIGHTS, POWERS AND OBLIGATIONS

1. The Owners Corporation shall have the following additional powers, authorities, duties and functions in relation to car parking in the strata scheme:

- (a) The power to enter into arrangement with third parties (including vehicle clamping and/or towing services) to clamp and/or remove vehicles that are parked in contravention of this by-law from the strata scheme; and
- (b) The power to erect signage advising that vehicles parked in contravention of this by-law will be removed from the strata scheme.

PART 3

PARKING ARRANGEMENTS

1. An owner or occupier of a lot shall not park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area) at any time, except with the written approval of the Owners Corporation.
2. An owner or occupier of a lot shall not permit any invitees to park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area).

PART 4

ENDURING OBLIGATIONS

An Owner or Occupier:

- (a) must comply with any approval or directions of the Owners Corporation given under this by-law; and
- (b) agrees that by parking a vehicle on the common property in contravention of this by-law that owner or occupier irrevocably consents to the removal of the vehicle under the terms contained in Part 2 Clause 1(a) and section 651B of the Local Government act 1993; and
- (c) who has parked a vehicle (or allowed an invitee to park a vehicle) on the common property in contravention of this by-law, such vehicle being subsequently removed under Part 2 Clause 1(a) hereby:
 - i. indemnifies the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the vehicle; and
 - ii. agrees that an agreement pursuant to section 651C(2)(d) of the Local Government act 1993 has been made and is in force; and
 - iii. indemnifies the Owners Corporation for any damage caused to the vehicle as a result of action to remove the vehicle under Part 2 Clause 1(a).

Special by-law no.10 – Electronic delivery of notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special by-law no.11 – Installation of stairs (lot 40)

PART 1

PART 1.1 GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2 THIS BY-LAW TO PREVAIL

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act, 1996* (NSW).
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 168-172 Willarong Road, Caringbah NSW.
- (d) **Council** means Sutherland Shire Council.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the *Home Building Act, 1989* (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (f) **Lot** means lot 40 in strata plan 13199.
- (g) **Owner** means the owner(s) of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.13199.

(i) **Specifications** means the specifications of the staircase and the penetration to the roof of the Building by Zahoul Pty Limited dated 7 July 2010, including the structural engineer certificate dated 7 July 2010, attached to this by-law and marked "A".

(j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

- A concrete saw cut into the roof of the building between the two levels of the Lot;
- Installation of a staircase from the Lot to the roof through the opening created by the concrete saw cut; and
- the construction of a light weight structure (sun room) above the staircase on the top level of the Lot including all walls, flooring, ceilings, roofing and electrical components;

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Specifications and provisions of this by-law.

2.2 Interpretation

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 Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

(a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and

(b) be manufactured and designed to specifications for domestic use.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the installation;

(b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;

(c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;

(d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;

(e) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

(f) perform the installation within a period of six (6) months from its commencement or such other period of time as may be approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;

(i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

(k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the installation of the Works has been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and

(e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

3.5 Enduring rights and obligations

The Owner must:

(a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);

(b) not vary the Works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;

(c) properly maintain and upkeep the Works in a state of good and serviceable repair;

(d) properly maintain and upkeep those parts of the common property in contact with the Works;

(e) use reasonable endeavours to cause as little disruption as possible when using the Works;

(f) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;

(g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;

(h) ensure the Works do not cause water escape or water penetration to lot or common property (including the Lot); and

(i) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use. For clarity, this includes indemnification of the Owners Corporation by the Owner for any damage to common property or liability incurred by any of the Owner's contractors where the contractor's insurance fails to make payment.

3.6 Failure to comply with this by-law

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

(a) carry out all work necessary to perform that obligation;

(b) recover the costs of such work from the Owner as a debt due; and

(c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

3.9 Special Conditions

- (a) The Owner must ensure that the Works, where visible from outside the Lot, must, in the opinion of the Owners Corporation, be in keeping with the rest of the building.
- (b) Despite clause 3.3(e), the Owner must ensure that, where any work involves drilling, cutting or hammering to the concrete structure of the Building, such work be carried only between 8am and 5pm, Monday to Friday (inclusive). The Owner must ensure that minimum disturbance is caused to other owners and occupiers during the carrying out of the works.
- (c) The Owner must ensure that the lift is only used from 9am to 4pm, Monday to Friday (inclusive). The Owner must also ensure that the lift is used for all bulky items. The owner must load from the basement level where practicable and must avoid using the main foyer if at all possible. The Owner must additionally not store any bulky material on common property.

"A"

"A"

Zahoul

Pty Limited
ABN: 52 097 642 718

July 07, 2010

TO WHOM IT MAY CONCERN

Ms. Leonie Johnstone

Dear Madam:

Reference: Structural Adequacy Certificate for the proposed stair case opening at Unit
40A/168-172 Willarong Road, Caringbah 2229.

ENGINEER'S CERTIFICATE

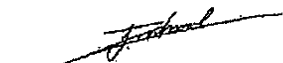
This is to certify that I have inspected the above mentioned unit and the court yard located on the roof above the unit itself.

I hereby certify that the proposed concrete saw out for the staircase to access the court yard located above the unit and the construction of a light weight structure above will have no adverse affect nor structurally affect on the building and its occupants. The proposed location of the staircase and proposed structure is shown on the attached plan.

The saw out of the concrete roof shall be supervised by the engineer and cut within the guide lines of work cover.

This certificate shall not construe as relieving any other party of their responsibilities, liabilities or contractual obligations.

Yours faithfully,



Fady El-Zahoul
Consultant Civil / Structural Eng.
M.I.E.Aust.

Suite 51, Level 2, 2 O'Connell Street, Parramatta NSW 2150
Tel: 9891 4473 Fax: 9891 4483 Mobile: 0411 86 96 86
Email: zahoul@zahoul.com.au

Special by-law no.12 – Renovations (lot 105)

A. DEFINITIONS

"Owner" means the Owners of Lot: 105 in Strata Plan 13199.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

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

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

- a. special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- b. in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

1. Maintenance

- a. The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.
- b. In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

2. Documentation

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Strata committee or the Owners Corporation for approval;

- a. plans and drawings;
- b. specifications;
- c. structural diagrams (if required);
- d. a Schedule of Works; and
- e. any other document reasonably required by the Strata committee or the Owners Corporation.

3. Approvals

- a. The Building Works must be compliant with Australian Standards.
- b. Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;
 - i. the relevant consent authority under the Environmental Planning and Assessment Act (if required); and
 - ii. any other relevant statutory authority whose requirements apply to the Building Works.

4. Insurance

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

- a. contractors all works insurance (if required);
- b. insurance required under the Home Building Act 1989 (if required);
- c. workers compensation insurance (if required); and
- d. public liability insurance in the amount of \$10,000,000 (if required).

5. Performance of works

In performing the Building Works, the Owner must;

- a. transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- b. protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- c. keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- d. only perform the Building Works at the times approved by the Owners Corporation;
- e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- f. remove all debris resulting from the Building Works immediately from the building; and
- g. comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Building Works.

6. Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7. Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8. Cost of works

The Building Works must be undertaken at the cost of the Owner.

9. Owners' fixtures

The Building Works shall remain the Owner's fixtures.

10. Right to remedy default

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may;

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the parcel to carry out that work; and
- c. recover the costs of carrying out that work from the Owner.

ENCLOSURE 1

1. To place a skip bin in car park adjacent to bedroom window for rubbish removal.
2. Full demolition of bathroom including bathtub, tiles, vanity, shower, taps, toilet.
3. Complete re-waterproofing and tiling of floor and walls
4. New bathtub, vanity, shower screen, taps and toilet
5. We will be using the same plumbing layout to connect the new fixtures.
6. There will be no alterations to existing service locations.
7. We would like to do these works between 19/10/2018 to 24/11/2018
8. Stephen Milne will be in charge of this renovation with 4 years tiling waterproofing experience
9. New bathroom ventilation system to be installed by contractors.

Special by-law no.13 – Renovations (lot 112)

Schedule (lot numbers that have the benefit of this by-law): 112

A. DEFINITIONS

"Owner" means the lot number in Strata Plan no. 13199 whose number is specified in the Schedule.

"Building Works" means the renovation and/or alteration of unit(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

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

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

(A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and

(B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

1. Maintenance

(A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.

(B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

2. Documentation

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Owners Corporation or Strata Committee for approval;

(A) plans and drawings;

(B) specifications;

(C) structural diagrams (if required);

(D) a Schedule of Works; and

(E) any other document reasonably required by the Owners Corporation or Strata Committee.

3. Approvals

(A) The Building Works must be compliant with Australian Standards.

(B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;

(I) the relevant consent authority under the Environmental Planning and Assessment Act (if required); and

(II) any other relevant statutory authority whose requirements apply to the Building Works.

4. Insurance

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

(A) contractors all works insurance (if required);

(B) insurance required under the Home Building Act 1989 (if required);

(C) workers compensation insurance (if required); and

(D) public liability insurance in the amount of \$10,000,000 (if required)

5. Performance of works

In performing the Building Works, the Owner must;

(A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;

(B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;

(C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;

(D) only perform the Building Works at the times approved by the Owners Corporation;

(E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

(F) remove all debris resulting from the Building Works immediately from the building; and

(G) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

6. Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7. Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8. Cost of works

The Building Works must be undertaken at the cost of the Owner.

9. Owners' fixtures

The Building Works shall remain the Owner's fixtures.

10. Right to remedy default

If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may;

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

ENCLOSURE 1

Sam from Sam the timber floor man will be doing the whole unit with floorboards. The work will be:

- Pulling up and disposing of carpet
- pulling up tiles and disposing
- installation of acoustic underlay strata approved
- installation of laminate flooring
- cleaning is a part of our service

Special by-law no.14 – Minor renovations

The Owners Corporation grants authority to the Strata Committee to consider and approve any minor renovations as described in section 110 of the Strata Schemes Management Act 2015.

Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.

The lot owner's application must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

The seal of The Owners – Strata Plan No. 13199
was affixed on 23 April 2019
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature:

Name: Lisa Branson
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



Strata Schemes Management Regulation 2016

Current version for 27 June 2017 to date (accessed 20 September 2017 at 08:03)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

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

1 Vehicles

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

2 Changes to common property

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

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

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

Option A

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

Option B

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

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

8 Children playing on common property

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

9 Smoke penetration

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

Option A

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

Option B

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

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

13 Cleaning windows and doors

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

14 Hanging out of washing

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

- (3) In this by-law:

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

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

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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

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

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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



Applicant:

Mr Ben Pike
Level 3, 12 Central Road
MIRANDA NSW 2228

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

Certificate no:	ePC:19/4497	Delivery option:
Certificate date:	29/10/2019	Your reference:

Property:

Lot 80 S/P 13199
37B/168-172 Willarong Road CARINGBAH NSW 2229

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone R4 High Density Residential

Notes:

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

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015
- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP (Miscellaneous Consent Provisions) 2007
- * SEPP (Housing for Seniors or People with a Disability) 2004
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estates
- * SEPP No.55 - Remediation of Land

- * SEPP No.64 - Advertising and Signage
- * SEPP No.65 - Design Quality of Residential Flats
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences) 2018
- * SEPP (Primary Production and Rural Development) 2019

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

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

Draft SSLEP2015 Landscaped Area - Existing Non-Compliances applies to the land. The amendment proposes to introduce flexibility into the landscaped area provisions of the Plan to allow consent to be granted despite an existing non-compliant landscaped area for specific types of development.

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

Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

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

Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing;

- (d) Prohibited:

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (b) or (c)

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

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

3. Complying Development

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

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

Complying development may be carried out on the land under the

Container Recycling Facilities Code.

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Medium Density Housing Code

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

(Note: All land in the Sutherland Shire is deferred from this code until the 31st of October 2019.)

Green Field Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

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

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

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

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

20. Loose-fill asbestos insulation

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

No

21. Affected building notices and building product rectification orders

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

No

If so, this statement includes:

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

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?
No
- (b) Is the land subject to a management order within the meaning of that Act?
No
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No
- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No
- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.
No

Additional Information

Council holds additional information relating to this property for

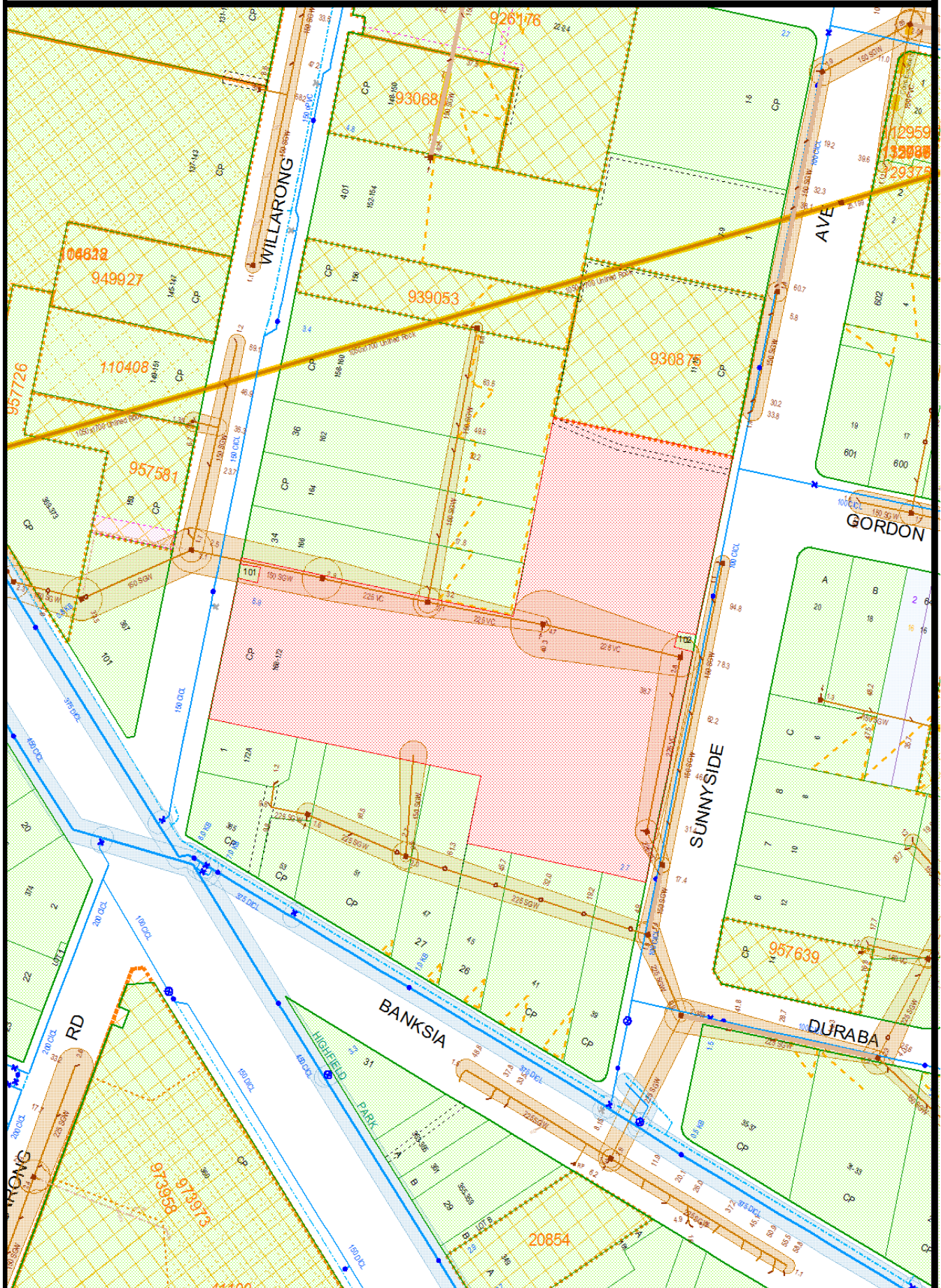
provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal stroke extending to the right.

Mark Carlon
Manager Strategic Planning



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.