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The Real Estate Institute of New South Wales.

# Contract for the sale and purchase of land 2022 edition TERM MEANING OF TERM eCOS ID: 125904743 NSW DAN:

IERIVI	MEANING OF TERM	eCOS ID: 1	25904743	NSW	DAN:		
vendor's agent	Jami Real Estate				Phone:	02 8776 8707	
	581 Military Road, Mosi	man NSW 2088			Fax:		
co-agent					Ref:		
vendor	Hong Xie						
	1307 13 Angas Street M	Meadowbank NSW 2114					
vendor's solicitor	Sunfield Chambers S	olicitors & Associates			Phone:	02 9267 1112	
	Level 22 2202 31 Mark	et Street Sydney NSW 2000			Fax:	02 9267 1113	
date for completion	n 42nd day after the date	of this contract	(clause 15)	Email:	info@sch	ambers.com.au	
land	1307/13 Angas Street M	Meadowbank NSW 2114					
(Address, plan details and title reference)	Lot 32 in SP 91188						
and the reference,	32/SP91188						
	✓ VACANT POSSESSI	ON Subject to existing	ng tenancies				
improvements	☐ HOUSE ☐ gar	age 🗌 carport 🗸 ho	ome unit 🗸 carspace	<b>√</b> st	orage spac	e	
·	☐ none ☐ otl	ner:					
attached copies		List of Documents as marked	or as numbered:				
attached copies	other documents:	List of Documents as marked	or as numbered.				
A roal		d by <i>legislation</i> to fill up the	itams in this bay in a sale	of rocido	ntial prop		
		<u></u>					
inclusions	<b>✓</b> air condition	_	fixed floor cove	rings	✓ range		
	✓ blinds	curtains	insect screens		_	panels	
	✓ built-in ward ceiling fans	robes ✓ dishwasher ☐ EV charger	<ul><li>✓ light fittings</li><li>☐ pool equipmen</li></ul>	<b>.</b>	✓ stove	: ntenna	
	other: Oven	Ev charger		ι	I V di	iteilia	
	₩ other. oven						
exclusions							
purchaser							
purchaser's solicito	r				Phone:		
	1				Fax:		
Price deposit	\$ \$		(10%	of the pri	Ref:	otherwise stated)	
balance	\$ 0.00		(10%	or the pri	ce, uniess	otherwise stated)	
contract date	*		(if not sta	ated, the d	late this co	ntract was made)	
Where there is mo	re than one purchaser	JOINT TENANTS					
	·	tenants in common	in unequal shares,	specify:			
GST AMOUNT (opt	cional) The price includes	GST of: \$					
buyer's agent							
buyer a agent							
Note: Clause 20.15	provides "Where this cor	tract provides for choices, a	choice in BLOCK CAPITALS	applies u	nless a diff	erent choice is	

marked."

## SIGNING PAGE

VENDOR		PURCHASER	
Signed By		Signed By	
Vendor		Purchaser	
Vendor		Purchaser	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
Signed by in accordance with s127(1) of the authorised person(s) whose signal		Signed by in accordance with s127(1) of th authorised person(s) whose sign	
Signature of authorised person	Signature of authorised person	Signature of authorised person	Signature of authorised person
Name of authorised person	Name of authorised person	Name of authorised person	Name of authorised person
Office held	Office held	Office held	Office held

	3		Land – 2022 edition
vendor agrees to accept a <i>deposit-bond</i>	<b>✓</b> NO	yes	
Nominated Electronic Lodgment Network (ELN) (clause 4)	PEXA		
Manual transaction (clause 30)	<b>✓</b> NO	yes	
		r must provide further detai the space below):	ils, including any applicable
Tax information (the parties promise the	nis is correct as	far as each <i>party</i> is aware)	
land tax is adjustable	<b>√</b> NO	yes	
GST: Taxable supply	<b>✓</b> NO	yes in full	yes to an extent
Margin scheme will be used in making the taxable supply	<b>✓</b> NO	yes	
This sale is not a taxable supply because (one or more of the follow	ing may apply)	the sale is:	
not made in the course or furtherance of an enterprise the	nat the vendor	carries on (section 9-5(b))	
by a vendor who is neither registered nor required to be			
GST-free because the sale is the supply of a going concern	_		
GST-free because the sale is subdivided farm land or farm			on 38-0
☑ input taxed because the sale is of eligible residential prer	mises (sections	40-65, 40-75(2) and 195-1)	
Purchaser must make an GSTRW payment (residential withholding payment)	<b>✓</b> NO	yes(if yes, vendor mus	st provide
	vendor must	pelow are not fully complete provide all these details in a he date for completion.	
GSTRW payment (GST residentia	l withholding p	payment) – further details	
Frequently the supplier will be the vendor. However, so entity is liable for GST, for example, if the supplier is a pGST joint venture.		•	
Supplier's name:			
Supplier's ABN:			
Supplier's GST branch number (if applicable):			
Supplier's business address:			
Supplier's representative:			
Supplier's phone number:			
Supplier's proportion of GSTRW payment: \$			
If more than one supplier, provide the above details for each s	supplier.		
$\label{eq:continuous} \mbox{Amount purchaser must pay} - price multiplied by the $\it RW rate$ (residue) and the properties of the $	ential withhold	ing rate): \$	
Amount must be paid: $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	ne (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 consider $\ensuremath{\text{\textbf{g}}}$	eration: \$		
Other details (including those required by regulation or the ATO form	ns):		

## List of Documents

Gene	eral		Strat	a or	community title (clause 23 of the contract)
<b>V</b>	1	property certificate for the land	<b>V</b>		property certificate for strata common property
<b>▼</b>		plan of the land	<b>▼</b>		plan creating strata common property
		unregistered plan of the land	<b>✓</b>		strata by-laws
H	4	plan of land to be subdivided			strata development contract or statement
H	-	document to be lodged with a relevant plan	H		strata management statement
<b>✓</b>		section 10.7(2) planning certificate under Environmental	H		strata renewal proposal
Ľ	Ü	Planning and Assessment Act 1979	H		strata renewal plan
	7	additional information included in that certificate under	H		leasehold strata - lease of lot and common property
		section 10.7(5)	H		property certificate for neighbourhood property
<b>√</b>	8	sewerage infrastructure location diagram (service location	H	42	
	•	diagram)	H	43	
✓		sewer lines location diagram (sewerage service diagram)	H	44	
Ш	10	document that created or may have created an easement, profit à prendre, restriction on use or positive covenant	H	45	property certificate for precinct property
		disclosed in this contract	님	46	plan creating precinct property
П	11	planning agreement	님	47	precinct development contract
$\overline{\Box}$		section 88G certificate (positive covenant)	님		
$\overline{\Box}$		survey report	님	48 49	precinct management statement property certificate for community property
$\Box$	14	building information certificate or building certificate given	H	50	
_		under legislation	님		plan creating community property community development contract
	15	occupation certificate	님		·
	16	lease (with every relevant memorandum or variation)	님		community management statement document disclosing a change of by-laws
	17	other document relevant to tenancies	님	53	
	18	licence benefiting the land	Ш	54	document disclosing a change in a development or management contract or statement
	19	old system document	П	55	document disclosing a change in boundaries
	20	Crown purchase statement of account	$\overline{\Box}$		information certificate under Strata Schemes Management
	21	building management statement	_		Act 2015
<b>√</b>	22	form of requisitions		57	information certificate under Community Land Management
	23	clearance certificate	_		Act 1989
	24	land tax certificate	Ц		disclosure statement - off the plan contract
Hom	e Bu	ilding Act 1989	Ш	59	other document relevant to off the plan contract
П	25	insurance certificate	Othe	er	
П	26	brochure or warning		60	
$\overline{\Box}$		evidence of alternative indemnity cover			
Swin		g Pools Act 1992			
П	28	certificate of compliance			
$\overline{\Box}$	29	evidence of registration			
П		relevant occupation certificate			
		certificate of non-compliance			
		detailed reasons of non-compliance			
		HOLDER OF STRATA OR COMMUNITY TITLE RECORDS –	Nam	A 31	Idress email address and telephone number
		HOLDER OF STRAIA OR COMMONTH THE RECORDS	ıvaiii	e, at	iai ess, eman address and telephone number
Ctro	ta C	onco			

Suite 903, 418a Elizabeth St, Surry Hills NSW 2010

Phone: 1300859044

## IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

## WARNING—SMOKE ALARMS

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

## WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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

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

## **DISPUTES**

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

## **AUCTIONS**

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

#### **WARNINGS**

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences,

notices, orders, proposals or rights of way involving:

**APA Group NSW Department of Education** 

**Australian Taxation Office NSW Fair Trading** Owner of adjoining land Council

**County Council Privacy** 

Department of Planning and Environment **Public Works Advisory Department of Primary Industries Subsidence Advisory NSW** 

**Electricity and gas Telecommunications** Land and Housing Corporation Transport for NSW

**Local Land Services** 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.
- If any purchase money is owing to the Crown, it will become payable before 3. 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.
- The vendor should continue the vendor's insurance until completion. If the vendor 5. wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is 6. not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
- If the purchaser agrees to the release of deposit, the purchaser's right to recover the 7. 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.
- Purchasers of some residential properties may have to withhold part of the purchase 12. price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

adjustment date the earlier of the giving of possession to the purchaser or completion; adjustment figures details of the adjustments to be made to the price under clause 14;

authorised Subscriber (not being a party's solicitor) named in a notice served by a party as

being authorised for the purposes of clause 20.6.8;

bank the Reserve Bank of Australia or an authorised deposit-taking institution which is a

bank, a building society or a credit union;

business day any day except a bank or public holiday throughout NSW or a Saturday or Sunday;

cheque a cheque that is not postdated or stale;

clearance certificate a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers

one or more days falling within the period from and including the contract date to

completion;

completion time conveyancing rules deposit-bond the time of day at which completion is to occur;

the rules made under s12E of the Real Property Act 1900;

a deposit bond or guarantee with each of the following approved by the vendor -

• the issuer;

• the expiry date (if any); and

• the amount;

depositholder vendor's agent (or if no vendor's agent is named in this contract, the vendor's

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);

discharging mortgagee any discharging mortgagee, chargee, covenant chargee or caveator whose

provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to

be transferred to the purchaser;

document of title

**ECNL** 

document relevant to the title or the passing of title; the Electronic Conveyancing National Law (NSW);

electronic document a dealing as defined in the Real Property Act 1900 which may be created and

Digitally Signed in an Electronic Workspace:

electronic transaction a Conveyancing Transaction to be conducted for the parties by their legal

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

electronic transfer a transfer of land under the Real Property Act 1900 for the property to be prepared

and Digitally Signed in the Electronic Workspace established for the purposes of

the parties' Conveyancing Transaction;

FRCGW percentage the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as

at 1 July 2017);

FRCGW remittance a remittance which the purchaser must make under s14-200 of Schedule 1 to the

TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if

any) and the amount specified in a variation served by a party;

GST Act A New Tax System (Goods and Services Tax) Act 1999;

the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition

- General) Act 1999 (10% as at 1 July 2000);

a payment which the purchaser must make under s14-250 of Schedule 1 to the TA

Act (the price multiplied by the GSTRW rate);

the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at

1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); any mortgagee who is to provide finance to the purchaser on the security of the

incoming mortgagee any mortgagee who is to provide finance to the purchaser on the security of

property and to enable the purchaser to pay the whole or part of the price;

legislation an Act or a by-law, ordinance, regulation or rule made under an Act;

manual transaction a Conveyancing Transaction in which a dealing forming part of the Lodgment Case

at or following completion cannot be Digitally Signed;

normally subject to any other provision of this contract;

participation rules the participation rules as determined by the ECNL;

party each of the vendor and the purchaser;

property the land, the improvements, all fixtures and the inclusions, but not the exclusions;

a valid voluntary agreement within the meaning of  ${\it s7.4}$  of the Environmental

Planning and Assessment Act 1979 entered into in relation to the *property;* 

populate to complete data fields in the *Electronic Workspace*;

planning agreement

requisition an objection, question or requisition (but the term does not include a claim);

rescind rescind this contract from the beginning; serve serve in writing on the other party:

settlement cheque an unendorsed cheque made payable to the person to be paid and –

• issued by a bank and drawn on itself; or

• if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*:

solicitor in relation to a party, the party's solicitor or licensed conveyancer named in this

contract or in a notice served by the party;

TA Act Taxation Administration Act 1953; terminate terminate this contract for breach;

title data the details of the title to the property made available to the Electronic Workspace by

the Land Registry;

variation a variation made under s14-235 of Schedule 1 to the *TA Act*; within in relation to a period, at any time before or during the period; and

work order a valid direction, notice or order that requires work to be done or money to be spent

on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of

the Swimming Pools Regulation 2018).

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

#### 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by
  - 2.4.1 giving cash (up to \$2,000) to the depositholder,
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*, or
  - 2.4.3 electronic funds transfer to the *depositholder*'s nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can terminate if -
  - 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

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

#### 3 Deposit-bond

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

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

#### 4 Electronic transaction

- 4.1 This Conveyancing Transaction is to be conducted as an electronic transaction unless -
  - 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* 4.2.1 each *party* must
  - bear equally any disbursements or fees; and
  - otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and

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

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

#### 5 Requisitions

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

#### 6 Error or misdescription

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

#### 7 Claims by purchaser

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

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

#### 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination*
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

#### 9 Purchaser's default

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

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

#### 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or requisition or rescind or terminate in respect of
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

#### 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

#### 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

- 13 Goods and services tax (GST)
- 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
  - 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
  - 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
  - the parties agree the supply of the property is a supply of a going concern;
  - the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 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
  - 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
  - the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

#### 14 Adjustments

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

#### 15 Date for completion

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

## 16 Completion

#### Vendor

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

#### Purchaser

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

#### 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if
  - 17.2.1 this contract says that the sale is subject to existing tenancies; and
  - 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
  - in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation
  - 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

#### 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
  - 20.6.1 signed by a *party* if it is signed by the *party* or the *party*'s *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the party or the party's solicitor,
  - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the party's solicitor or an authorised Subscriber by means of an Electronic Workspace created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of rescission or termination.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay
  - 20.7.1 if the *party* does the thing personally the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the party pays someone else to do the thing the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party*'s obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.

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

## 21 Time limits in these provisions

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

#### 22 Foreign Acquisitions and Takeovers Act 1975

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

#### 23 Strata or community title

#### • Definitions and modifications

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

#### • Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14.1
  - 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract
  - 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
  - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of
  - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if -
  - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
  - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

## • Notices, certificates and inspections

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

#### Meetings of the owners corporation

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

#### 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date
  - 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
  - 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion
  - 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
  - 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
  - 24.3.3 normally, the purchaser can claim compensation (before or after completion) if
    - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
    - such a statement contained information that was materially false or misleading;
    - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
    - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion
  - 24.4.1 the vendor must allow or transfer
    - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
    - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose;
       and
    - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
  - 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
  - 24.4.3 the vendor must give to the purchaser
    - at least 2 business days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion:
    - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
    - a copy of any disclosure statement given under the Retail Leases Act 1994;
    - a copy of any document served on the tenant under the lease and written details of its service,
       if the document concerns the rights of the landlord or the tenant after completion; and
    - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
  - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
  - 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

#### 25 Qualified title, limited title and old system title

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

#### 26 Crown purchase money

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

#### 27 Consent to transfer

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

### 28 Unregistered plan

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

#### 29 Conditional contract

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

- 29.8 If the parties cannot lawfully complete without the event happening
  - 29.8.1 if the event does not happen within the time for it to happen, either party can rescind;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can rescind:
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A party cannot rescind under clauses 29.7 or 29.8 after the event happens.

#### 30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

#### Transfer

- 30.2 Normally, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

#### • Place for completion

- 30.6 Normally, the parties must complete at the completion address, which is -
  - 30.6.1 if a special completion address is stated in this contract that address; or
  - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place that place; or
  - 30.6.3 in any other case the vendor's solicitor's address stated in this contract.
- The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

#### Payments on completion

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so
  - 30.10.1 the amount is to be treated as if it were paid; and
  - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.
- 30.12 If the purchaser must make a GSTRW payment the purchaser must -
  - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 30.12.2 forward the settlement cheque to the payee immediately after completion; and
  - 30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an FRCGW remittance, the purchaser must
  - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 30.13.2 forward the settlement cheque to the payee immediately after completion; and
  - 30.13.3 serve evidence of receipt of payment of the FRCGW remittance.

#### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if -
  - 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

#### 32 Residential off the plan contract

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

## **Conditions of Sale by Auction**

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
  - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
  - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
  - (c) the highest bidder is the purchaser, subject to any reserve price,
  - (d) if there is a disputed bid—
    - (i) the auctioneer is the sole arbitrator, and
    - (ii) the auctioneer's decision is final,
  - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
  - (f) a bidder is taken to be bidding on the bidder's own behalf 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 must not be made or accepted after the fall of the hammer,
  - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
  - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
  - (b) subject to the condition prescribed by subsection (3)(a)—
    - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
    - (ii) no other vendor bid may be made by the auctioneer or another person,
  - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
  - (a) more than 1 vendor bid may be made to purchase the interest of a co-owner

- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
- (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
- (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
  - The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
  - (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
  - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
  - (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

## **SECTION 66W CERTIFICATE**

١,			
of,	, certify	as	follows:

1. I am a

- currently admitted to practise in New South Wales;
- 2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 1307/13 Angas Street Meadowbank NSW 2114 from Hong Xie to in order that there is no cooling off period in relation to that contract;
- 3. I do not act for Hong Xie and am not employed in the legal practice of a solicitor acting for Hong Xie nor am I a member or employee of a firm of which a solicitor acting for Hong Xie is a member or employee; and
- 4. I have explained to:
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

## SPECIAL CONDITIONS

#### 33. Purchaser's acknowledgments

- 33.1 The purchaser agrees that no reliance has been made upon any warranty or representation by the vendor or any person on behalf of the vendor except as expressly provided in this contract. This contract constitutes the whole agreement between the parties and that the purchaser has relied entirely upon the purchasers own enquiries relating to, and inspection of, the property, all improvements and any items of inclusion referred to on the front page of this contract and in relation to the use to which the property may be put.
- 33.2 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation, or delay completion or threaten to delay completion, or rescind or terminate or threaten to rescind or terminate, concerning the state of repair or condition of the property or any latent or patent defect in quality in the property.
- 33.3 The Vendor will make available for collection from the Vendor's Agent or Solicitor upon completion such keys, cards, controls and codes that are in his possession to access or secure the improvements located on the Property, but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.
- The purchaser must satisfy him/herself on all matters (including availability of service) relating to the use of the property because the vendor gives no warranty as to the use to which the property may be put.

The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.

If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.

Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

- 33.5 The Vendor discloses to the purchaser that State Environmental Planning Policy 28 has been repealed and that some of the provisions of State Environmental Planning Policy 25 and Sydney Regional Environmental Plan 12 that allowed subdivision of dual occupancies have been repealed and that the attached certificate under S10.7 of the Environmental Planning and Assessment Act 1979 may be inaccurate in respect of those matters. The Purchaser shall not raise any requisition or objection nor make any claim for compensation in respect of any such inaccuracy.
- 33.6 For avoidance of doubt, if there is a swimming pool or spa on the Property, the Vendor does not warrant that the swimming pool on the Property complies with the requirements imposed by the *Swimming Pools Act 1992 (NSW)* or any current Act in relation to swimming pools. The Purchaser agrees that after Completion, it will comply with any statutory requirement relating to access to the swimming pool and the erection of a warning notice. The Purchaser must accept the swimming pool (including its fences, gates and various paraphernalia as they exist at the date of the Contract) in its present conditions despite any notice issued by a competent authority before Completion relating to the swimming pool.

#### 34 Interest & Charges

- 34.1 If completion of this contract takes places after the completion date, it is an essential condition of this contract that the purchaser pay to the vendor on completion, unless the delay is solely caused by the Vendor, in addition to the other moneys payable under this contract, the amount obtained by applying a simple interest formula of 10% per annum to the balance of the price and calculated on a daily basis from but not including the completion date stipulated on this contract to and including the date upon which this contract is completed.
- 34.2 The vendor shall be entitled to recover from the purchasers as liquidated damages payable on completion the sum of three hundred and eighty five dollars (\$385.00) inclusive of GST to cover legal additional costs and other expenses incurred by the Vendor as a consequence of issuing a Notice to Complete against the Purchaser. The amount is to be allowed by the purchaser as an additional adjustment on completion.
- 34.3 If the Purchaser fails to attend or effect settlement (through no fault of the Vendor) after settlement arrangements have been made, the Purchaser must allow on Completion to the Vendor an amount of \$165 (GST inclusive) for each time a failure occurs on the scheduled day. This amount represents the additional legal costs incurred by the Vendor for each additional settlement Vendor's Solicitors are required to arrange.
- 34.4 This clause 34 is an essential term of the Contract.

#### 35 Agent

35.1 The purchaser warrants to the vendor that the purchaser has not been introduced to the property by any real estate agent except the vendor's agent named in this contract and the purchaser indemnifies the vendor against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending such a claim.

#### 36. Foreign persons

- 36.1 The purchaser warrants that:
  - (a) EITHER, the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* requiring the obtaining of approval to this transaction do not apply to the purchaser and this purchase;
  - (b) OR, the purchaser has already obtained the relevant approval in relation to this purchase.
- In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs, which may be incurred by the vendor as a consequence thereof. This clause shall not merge on completion.

#### 37. Notice to complete

37.1 It is hereby agreed that the notice to complete provision referred to in Clause 15 hereof shall be a fourteen (14) day notice to complete making time of the essence of this contract and such time shall be deemed sufficient by both parties, at law and equity.

#### 38. Amendments to printed Forms

For all purposes of this contract, the terms of the printed contract to which these clauses are annexed are amended as follows:

- 38.1 Clauses 2.2 and 4.1 by deleting the word "Normally";
- 38.2 Clause 7.1.- replace "5%" with "2%";
- Clause 8 delete the words "on reasonable grounds" in the first line of clause 8.1.1 and delete the words "and those grounds" in the first line of clause 8.1.2;
- 38.4 Clause 12- delete subclauses 12.1 and 12.2;
- 38.5 Clause 14.4.2- the first bullet point is deleted and is replaced by "if the vendor owns other properties, the amount adjustable on Completion shall be determined in accordance with the following formulas:

 $T = A \times B/C$  where

T = land tax amount adjustable on Completion

A = total land tax payable by the vendor in the relevant land tax year.

B = the land tax value of the Property hereby sold

C = the total land tax value of all properties owned by the vendor (excluding any properties that are exempted from land tax assessment).

- 38.6 Clause 14.4.2 the second bullet point is deleted;
- 38.7 Clause 16.8- delete whole clause;
- 38.8 Clause 18.7 by substituting "the rent or fee payable is 0.1% of the purchase price per week" for the words "none is payable";
- 38.9 Clause 23.13 is deleted;
- 38.10 Clause 23.14 is deleted;
- 38.11 Clause 23.6.1 is deleted;
- 38.12 Clause 23.6.2 is deleted;
- 38.13 Clause 23.9 is deleted.

#### 39 Regulations

39.1 The purchaser(s) warrant that all pages of all documents required to be included in this Contract by the *Conveyancing (Sale of Land) Regulation 2005* have been included.

#### 40 Deposit

40.1 Notwithstanding the deposit amount shown on the Contract front page the Parties agree that the deposit payable pursuant to this Contract is ten per cent (10%) of the Price.

If the purchaser has paid a deposit less than ten (10%) of the purchase price and in the event the vendor becomes entitled to terminate this agreement, then the vendor shall be entitled, in addition to any rights and remedies available at law or equity, to sue the purchaser for the difference between ten 10% of the purchase price and the amount of deposit actually paid.

40.2 The purchaser hereby agrees to release to the vendor the deposit moneys paid herein for the purpose of deposit or stamp duty payable on the purchase of another property by the vendor, if required, provided that such amount shall only be paid into the trust account of a solicitor or real estate agent. The purchaser agrees that this clause is sufficient authority for the vendor's agent to release the deposit and that no further authority from the purchaser is required.

#### 41. Requisitions

For the purpose of clause 5.1 the requisitions or general questions about the property or the title must be in the form of the attached requisitions.

#### 42. Guarantee & Indemnity

- 42.1 If the purchaser is a company, then the provisions of this clause 42 apply and the directors of the purchaser company (both jointly and severally) shall be known as "the Guarantor"
- 42.2 The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including, without Limitation, the agreement of the vendor to enter into this contract.
- 42.3 The Guarantor unconditionally and irrevocably guarantees payment to the vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the purchaser's obligations under this contract.
- 42.4 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 42.5 If the purchaser does not duly and punctually perform its obligations in accordance with the terms of the document under which they are to be performed, then the guarantor agrees to perform those obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 42.6 As a separate undertaking, the guarantor indemnifies the vendor against:
  - (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor under clauses 42.4 and 4.5 or from the purchaser because of any circumstance whatsoever; and
  - (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guarantor's and / or the purchaser's obligations not being duly and punctually performed because of any circumstance whatsoever.
  - (c) This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all of the Guarantor's obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 42.7 The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or equity including, without limitation, one or more of the following:
  - (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
  - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
  - (c) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.

- 42.8 as long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the obligations of the purchaser or any of them remain unperformed, the guaranter may not, without the consent of the vendor:
  - (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or
  - (b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.
- 42.9 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- 42.10 This clause 42 is an essential term of this contract.

#### 43. Finance

- 43.1 The Purchaser expressly warrants to the Vendor that they either hold a current loan approval in an amount and upon terms which they consider to be reasonable and fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein or do not require finance to complete this Contract.
- 43.2 The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty.
- 43.3 The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any right which the Purchaser may have pursuant to the *Uniform Credit Code*.

#### 44. **GST**

44.1 In this clause:

"GST" refers to the Goods and Services Tax under a *New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used hereunder have the meanings as defined in the GST Act.

- The vendor is and has been occupying the property as a residence and it is residential premises under the GST Act.
- 44.3 The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- In the event of the vendor being liable for GST, because of the purchaser's failure to comply with clause 44.3:

- (a) the purchaser agrees to pay to the vendor within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST, including any additional penalty and interest.
- (b) The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

#### 45. Caveat

The Purchaser must not register any caveat against any of the Certificate of Title relating to the Land or Property notifying its interest under the Contract. This is an essential term of the Contract.

#### 46. Special Levy

Where a special levy is payable from the date of this Contract, the Purchaser shall be responsible for such special levy, regardless of when the special levy was issued. This clause shall not merge on completion.

#### 47. Section 184/Section 26 certificate

The Vendor is not obliged to provide a section 184/section 26 certificate to the Purchaser, however authorises the Purchaser to apply for the section 184/section 26 certificate at their own cost. In the event that the Vendor provides the section 184/section 26 certificate to the Purchaser, the Purchaser shall reimburse the Vendor for the fee for the section 184/section 26 certificate as an adjustment on completion.

#### 48. Payment of Land Tax on completion

The Vendor may elect to pay any outstanding land tax on completion. The parties acknowledge that the requirement of Standard Clause 16.6 shall be deemed to have been satisfied if the Vendor includes in the payment directions a payment to the Revenue NSW for the amount of outstanding land tax payable in order to obtain a land tax clearance certificate. The Purchaser shall make no objection, requisition or withhold any amount or delay settlement in relation to the land tax. This special condition does not merge on completion.

#### 49. Cooling off

Should the Purchaser request an extension to the cooling off period then the Purchaser shall allow the sum of \$110.00 to the Vendor for the additional conveyancing costs related to the extension of cooling off period at completion.

#### 50. Order on Depositholder

When Completion of this Contract is effected as an electronic transaction, it is an essential term of this Contract that the Purchaser must provide to the Vendor prior to completion, an authority in writing to the depositholder for the release of the deposit. This authority will be held in escrow by the Vendor's solicitor until settlement is effected.

#### 51. Delayed Figures

The Purchaser must serve the draft settlement adjustment figures and supporting documents to the Vendor's solicitors at least three (3) business days (which does not include the date the figure are served/provided and the completion date) before the completion date, for the avoidance of doubt, the completion date being the contractual completion date, any date fixed as per, a Notice to Complete or extended date or any other mutually agreed date.

If the Purchaser fails to serve the draft settlement adjustment figures and supporting documents to the Vendor's solicitors at least three (3) clear business days before the completion date, the Purchaser shall pay an additional sum of one hundred and ten dollars (\$110.00) inclusive of GST to Vendor solicitor/conveyancer to cover extra- legal cost for the Vendor.

#### 52. Christmas/New Year

For the purpose of this Contract any notice or time limit for the doing of any act or compliance with any obligation by either party which expires or falls due on any date between 21st December 2023 and 9th January 2024 (both dates inclusive) with be deemed to expire or fall due on Wednesday, 10th January 2024.

## 53. Interpretation

Where there is any inconsistency between the standard clauses and the special conditions, the special conditions will prevail.

## Execution by the Guarantors

and		acknowledge	that by sig	ning this	document
they provide a guarantee. T					
sought and received indeper	ıdent legal adv	rice on their obliga	tions as gua	rantors.	
o' 11	,				
Signed by	)				
Guarantor in the presence	)				
of	)				
Witness					
Full Name of Witness	• • • • • •				
rull Name of Witness					
Address of Witness					

# Strata Title Residential Property Requisitions on title and replies

Property:	
Vendor:	
Purchaser:	
Date:	

		Requisitions	Replies
Pos	sessi	on and tenancies	
1.	give	cant possession of the property must be en on completion unless the contract vides otherwise.	
2.		nyone in adverse possession of the property 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.	(a t	ne property affected by a protected tenancy? enancy affected by parts 2, 3, 4 or 5 of the adlord and Tenant (Amendment) Act 1948.)	
5.		ne tenancy is subject to the Residential nancies Act 1987:	
	(a)	has either the vendor or any predecessor or the tenant applied to the residential tenancies tribunal for an order?	
	(b)	have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.	
Title	е		
6.	ven sim owr	oject to the contract, on completion the idor should be registered as proprietor in fee ple of the property and recorded as the ner of the property on the strata roll, free of all er interests.	

7.	On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under section 118 of the Strata Schemes Management Act 1996 (the Act).	
8.	When and where may the title documents be inspected?	
9.	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.	
10.	Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.	
Adju	stments	
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?	
Surv	ey and building	
13.	Subject to the contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.	
14.	Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.	
15.	In respect of the property and the common property:	
	(a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?	
	(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?	

	(c)	Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.	
	(d)	Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.	
	(e)	In respect of any residential building work carried out in the last 7 years:	
		(i) please identify the building work carried out;	
		(ii) when was the building work completed?	
		(iii) please state the builder's name and licence number;	
		(iv) please provide details of insurance under the <i>Home Building Act 1989</i> .	
16.	own with any	the vendor (or any predecessor) or the ners corporation entered into any agreement or granted any indemnity to the council or other authority concerning any development he property or the common property?	
17.	lf a s	swimming pool is on the common property:	
	(a)	when did construction of the swimming pool commence?	
	(b)	Is the swimming pool surrounded by a barrier which complies with the requirements of the <i>Swimming Pools Act</i> 1992?	
	(c)	If the swimming pool has been approved under the <i>Local Government Act 1993</i> , please provide details.	
	(d)	Are there any outstanding notices or orders?	
18.	(a)	If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.	
	(b)	Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?	
	(c)	Has the vendor received any notice, claim or proceedings under the <i>Dividing Fences Act 1991</i> or the <i>Encroachment of Buildings Act 1922</i> ?	

Affe	ctation	s, not	ices and claims	
19.	19. In respect of the property and the common property:			
	(a)	licen restri	e vendor aware of any rights, ces, easements, covenants or ictions as to use of them other than e disclosed in the Contract?	
	(b)	to clo	any claim been made by any person ose, obstruct or limit access to or from or to prevent the enjoyment of any ement appurtenant to them?	
	(c)	Is the	e 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)		the vendor any notice or knowledge em being affected by the following:	
		(i)	any resumption or acquisition or proposed resumption or acquisition?	
		(ii)	any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.	
		(iii)	any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?	
		(iv)	any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.	
		(v)	any realignment or proposed realignment of any road adjoining them?	
		(vi)	any contamination of them?	
Own	ers co	rporat	ion management	
20.	Has	the initi	ial period expired?	
21.			erty includes a utility lot, please restrictions.	
22.			any applications or orders under of the Act, please provide details.	

23.	Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?	
Capa	acity	
24.	If the contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.	
Requ	uisitions and transfer	
25.	If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.	
26.	If the vendor has or is entitled to have possession of the title deeds the certificate authentication code must be provided 7 days prior to settlement.	
27.	Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.	
28.	The purchaser reserves the right to make further requisitions prior to completion.	
29.	Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.	





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 32/SP91188

SEARCH DATE TIME EDITION NO DATE \_\_\_\_\_ \_\_\_\_ 27/10/2023 6:18 PM 3 1/9/2018

LAND

LOT 32 IN STRATA PLAN 91188 AT MEADOWBANK LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

\_\_\_\_\_

(T AJ563070) HONG XIE

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91188

2 AJ563071 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

\_\_\_\_\_

UNREGISTERED DEALINGS: NIL

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

Pending

PRINTED ON 27/10/2023



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP91188

EDITION NO DATE SEARCH DATE TIME \_\_\_\_\_ 2/11/2023 11:50 AM 4 12/1/2021

### LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91188 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MEADOWBANK LOCAL GOVERNMENT AREA RYDE PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND TITLE DIAGRAM SP91188

### FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91188 ADDRESS FOR SERVICE OF DOCUMENTS:

C/- STRATA SENSE PO BOX 1115 SURRY HILLS NSW 2010

## SECOND SCHEDULE (5 NOTIFICATIONS)

\_\_\_\_\_

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1203048 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.8 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- AJ241995 POSITIVE COVENANT
- AQ486723 CONSOLIDATION OF REGISTERED BY-LAWS
- 5 AQ486723 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

\_\_\_\_\_

STRATA	PLAN	91188										
LOT	ENT		LOT		ENT	LOT		ENT	L	TC		ENT
1 -	50		2	-	47	3	-	38		4	-	49
5 -	39		6	-	50	7	-	37		8	-	50
9 –	50		10	-	50	11	-	38		12	-	38
13 -	49		14	-	49	15	-	50		16	-	37
17 -	50		18	-	51	19	_	51		20	-	48
21 -	39		22	-	50	23	-	51		24	-	51
25 -	38		26	-	51	27	-	51		28	-	51
29 -	49		30	-	39	31	_	51		32	-	51
33 -	51		34	-	38	35	_	51		36	-	52
37 -	52		38	-	49	39	-	40		40	-	51

END OF PAGE 1 - CONTINUED OVER

\_\_\_\_\_

FOLIO: CP/SP91188 PAGE 2

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SCHEDULE OF UNIT ENTITLEMENT	(AGGREGATE: 10000)	(CONTINUED)
STRATA PLAN 91188		
LOT ENT LOT ENT	LOT ENT	LOT ENT
41 - 52 42 - 52	43 - 39	44 - 51
45 - 52 46 - 53	47 - 50	48 - 41
49 - 52 50 - 53	51 - 53	52 - 39
53 - 52 54 - 69	55 - 54	56 - 54
57 - 67 58 - 62	59 - 51	60 - 49
61 - 51 62 - 38	63 - 49	64 - 51
65 - 51 66 - 49	67 - 51	68 - 51
69 - 49 70 - 51	71 - 51	72 - 49
73 - 51 74 - 51	75 - 49	76 - 51
77 - 51 78 - 50	79 - 52	80 - 52
81 - 50 82 - 51	83 - 52	84 - 51
85 - 52 86 - 52	87 - 51	88 - 52
89 - 53 90 - 51	91 - 53	92 - 53
93 - 51 94 - 53	95 – 66	96 - 65
97 - 65 98 - 51	99 – 39	100 - 51
101 - 49 102 - 51	103 - 51	104 - 51
105 - 38 106 - 49	107 - 50	108 - 50
109 - 39 110 - 50	111 - 49	112 - 51
113 - 50 114 - 51	115 - 50	116 - 49
117 - 50 118 - 51	119 - 40	120 - 51
121 - 49 122 - 51	123 - 51	124 - 51
125 - 51 126 - 49	127 - 51	128 - 51
129 - 41 130 - 51	131 - 50	132 - 52
133 - 51 134 - 52	135 - 52	136 - 50
137 - 51 138 - 52	139 - 41	140 - 52
141 - 50 142 - 52	143 - 52	144 - 52
145 - 52 146 - 50	147 - 52	148 - 53
149 - 42 150 - 53	151 - 51	152 - 53
153 - 53	155 - 53	156 - 51
157 - 53 158 - 73	159 - 65	160 - 65
161 - 41 162 - 41	163 - 50	164 - 50
165 - 50 166 - 49	167 - 51	168 - 51
169 - 51 170 - 50	171 - 51	172 - 51
173 - 51 174 - 50	175 - 52	176 - 52
177 - 52	179 - 38	180 - 38
181 - 38	183 - 38	184 - 49
185 - 39 186 - 39	187 - 39	188 - 39
189 - 39 190 - 39	191 - 49	192 - 39
193 - 39 194 - 39	195 - 39 199 - 39	196 - 39
197 - 39 201 - 39 202 - 39		200 - 39 204 - 39
201 - 39 202 - 39	203 - 39	∠U4 - 39

205 - 50

# NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP91188 PAGE 3

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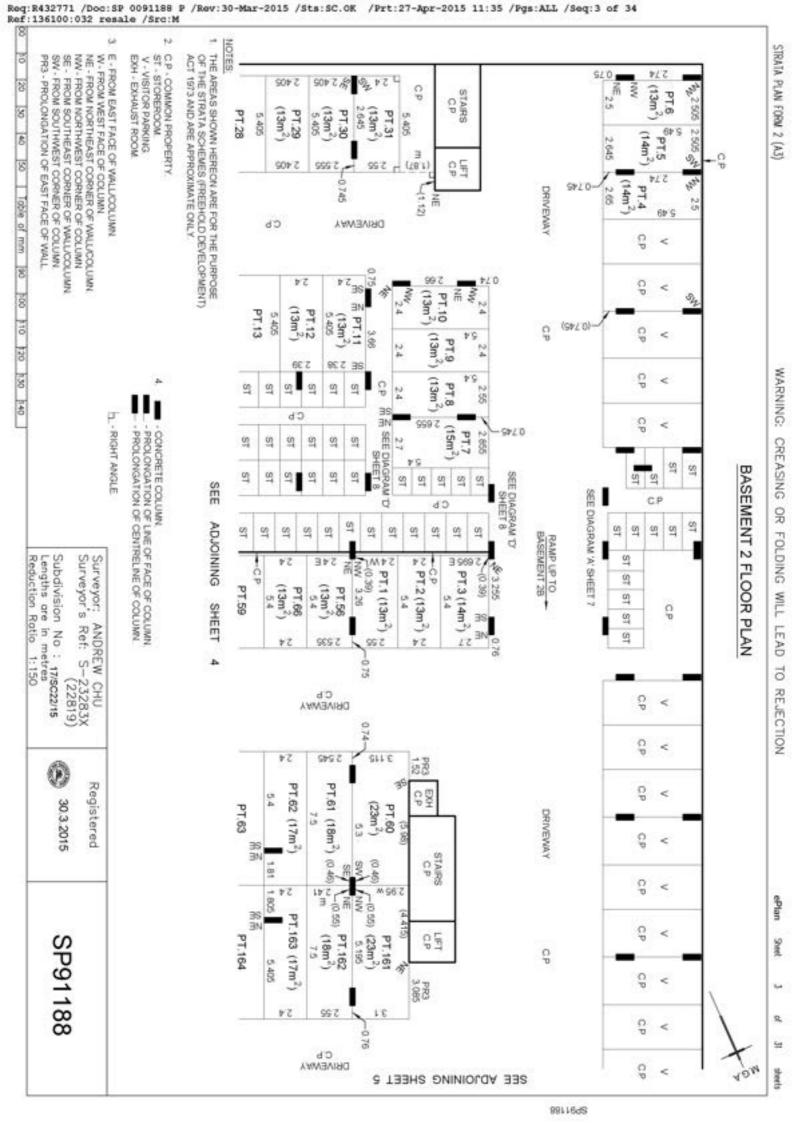
NOTATIONS

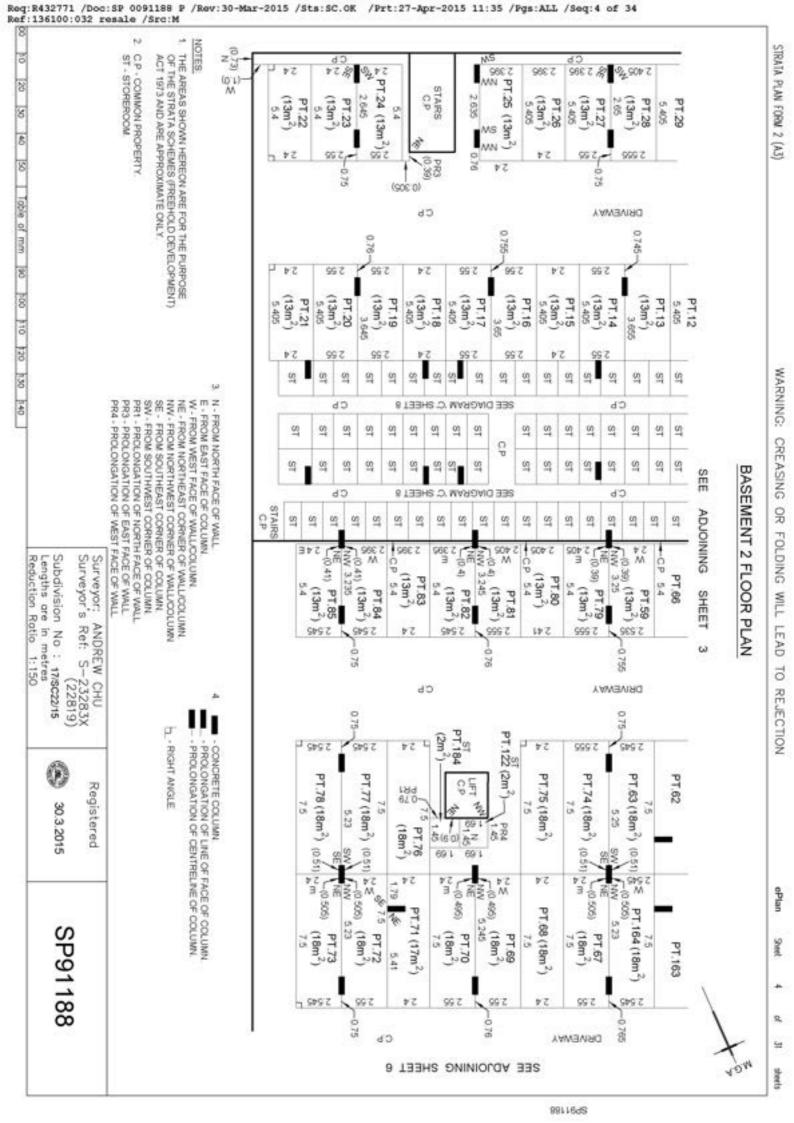
UNREGISTERED DEALINGS: NIL

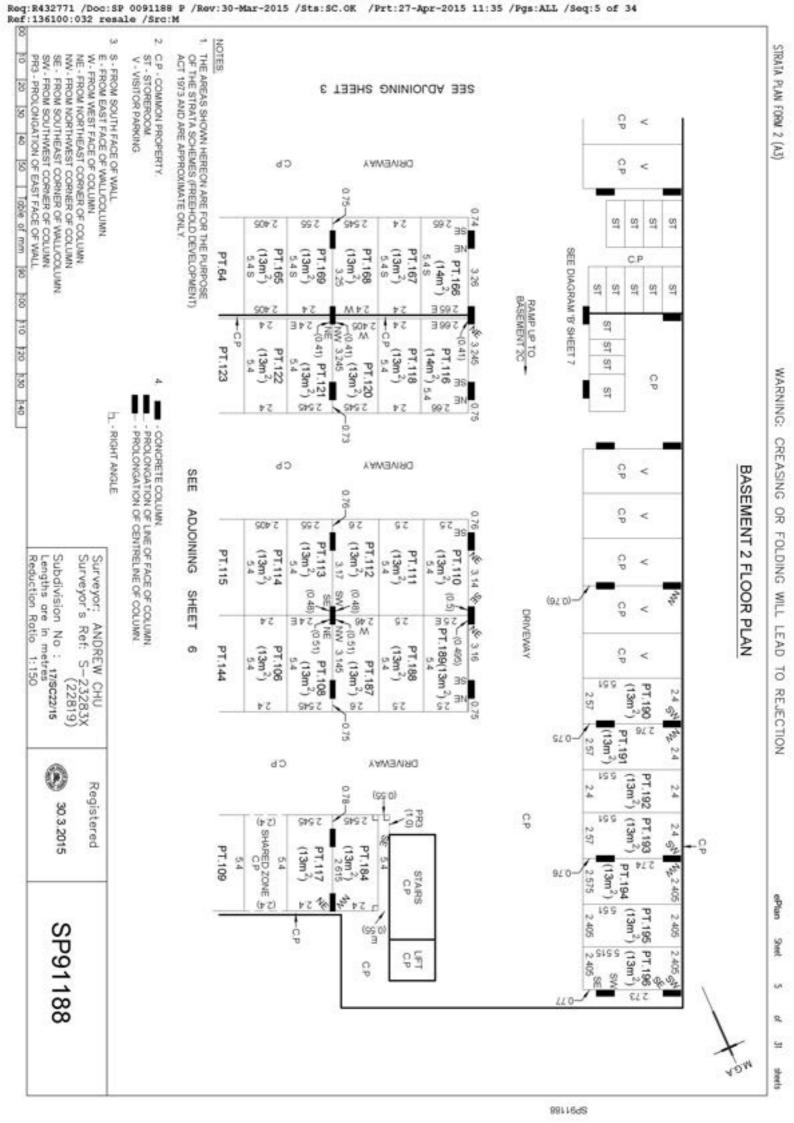
\*\*\* END OF SEARCH \*\*\*

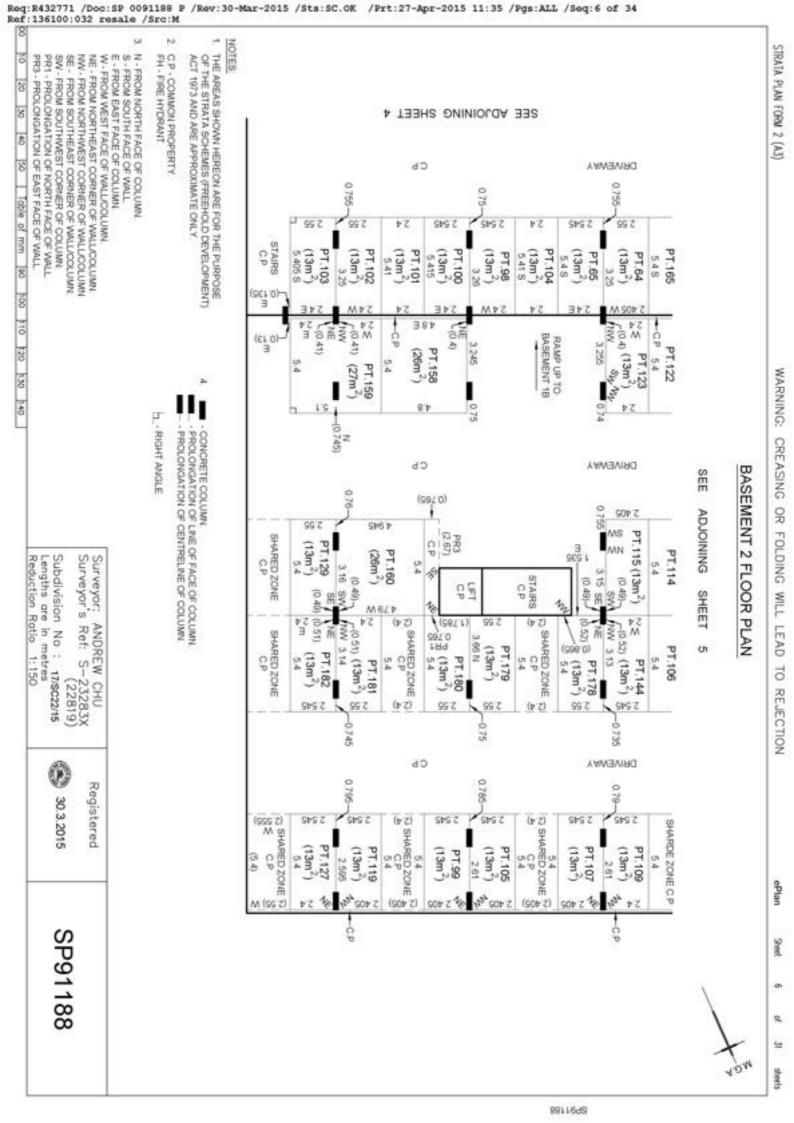
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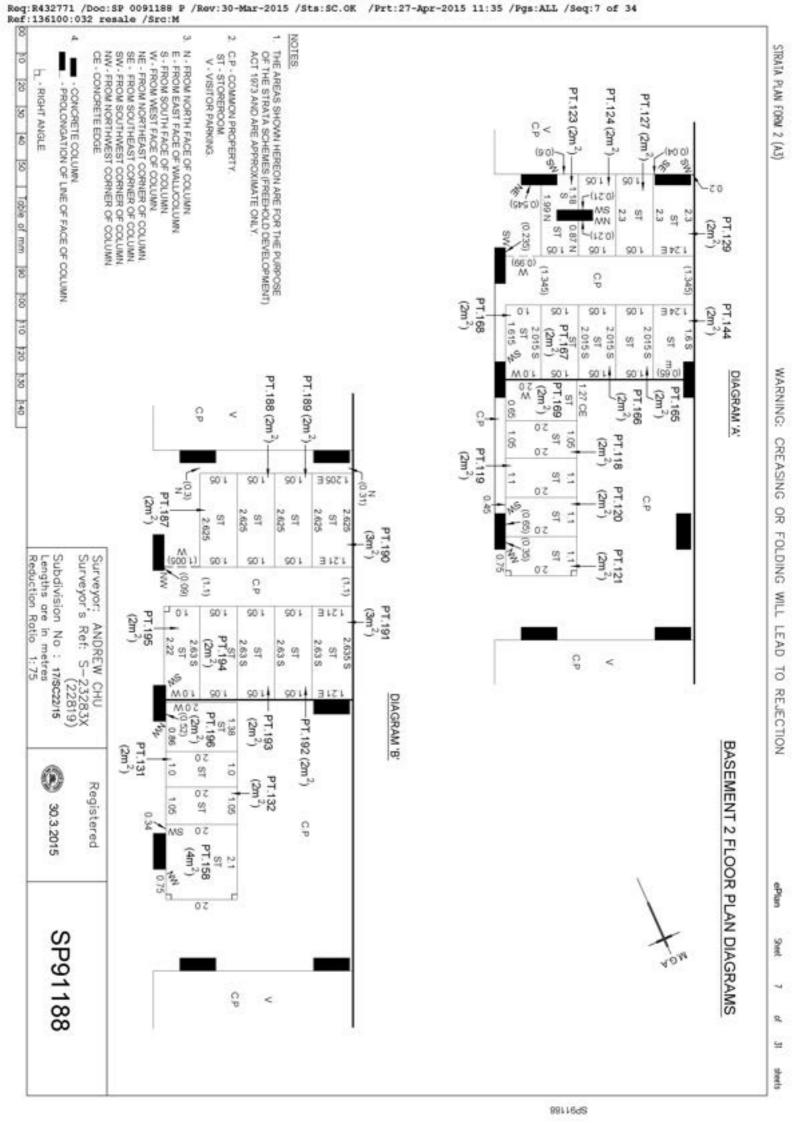
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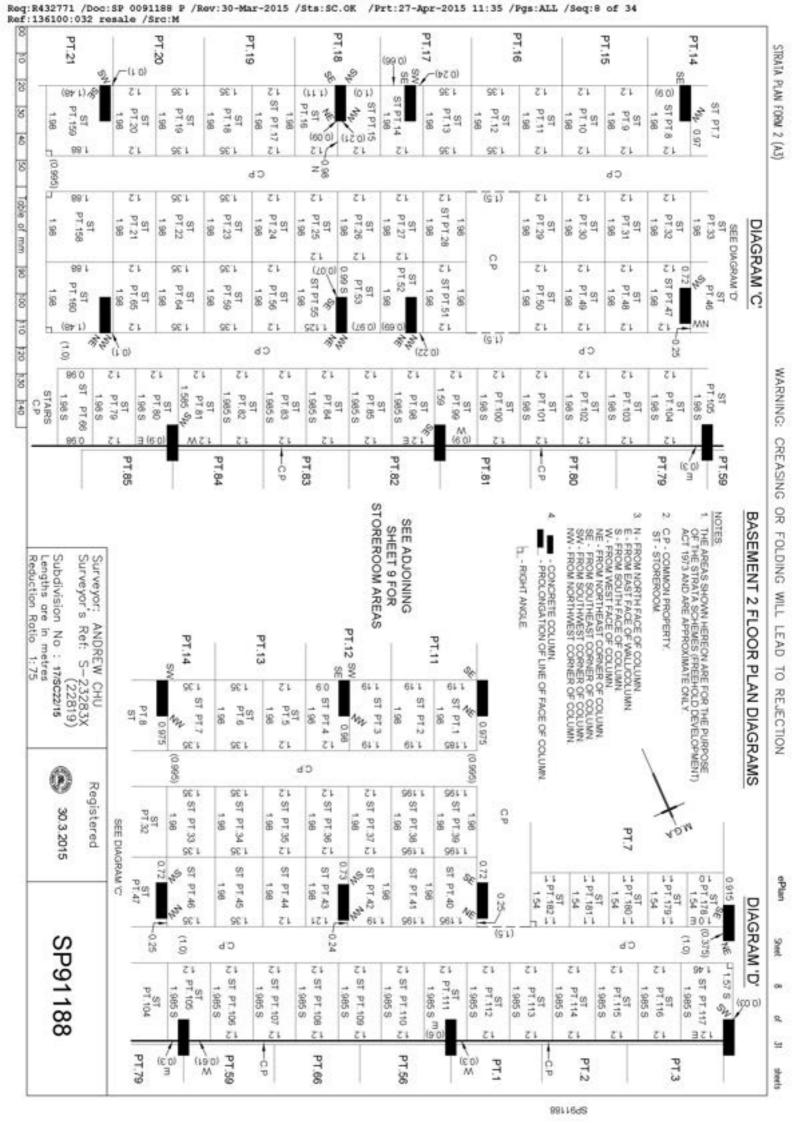


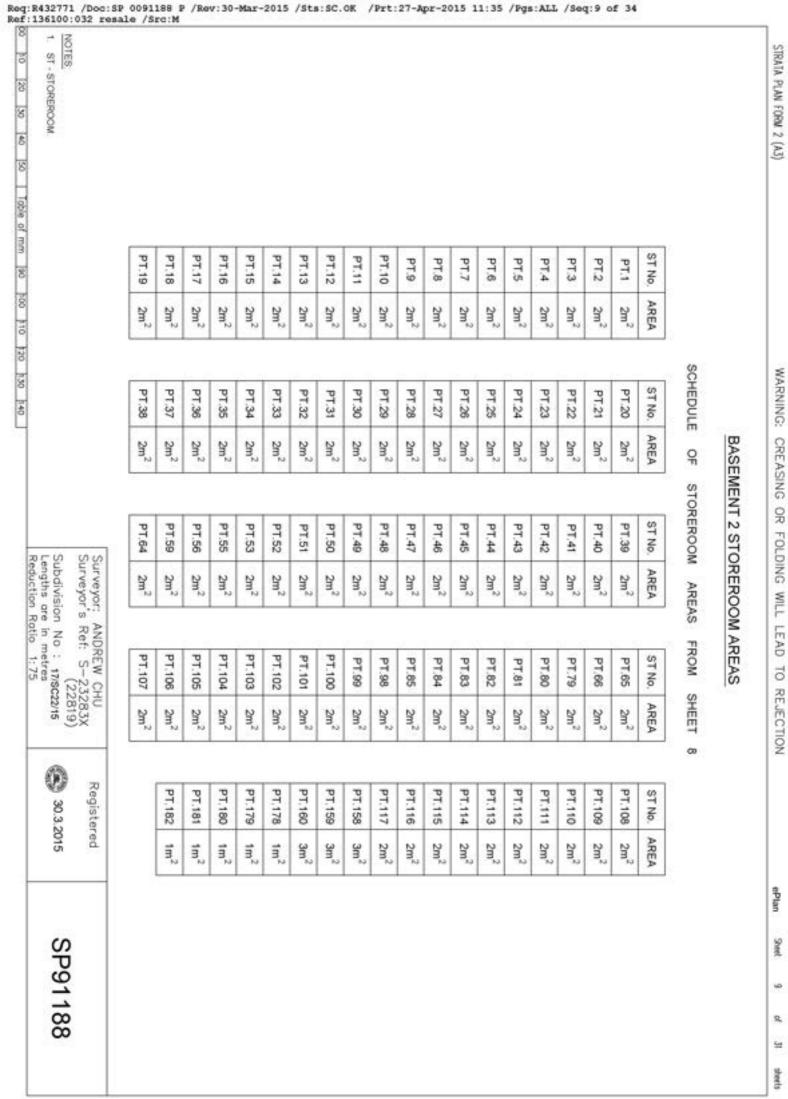


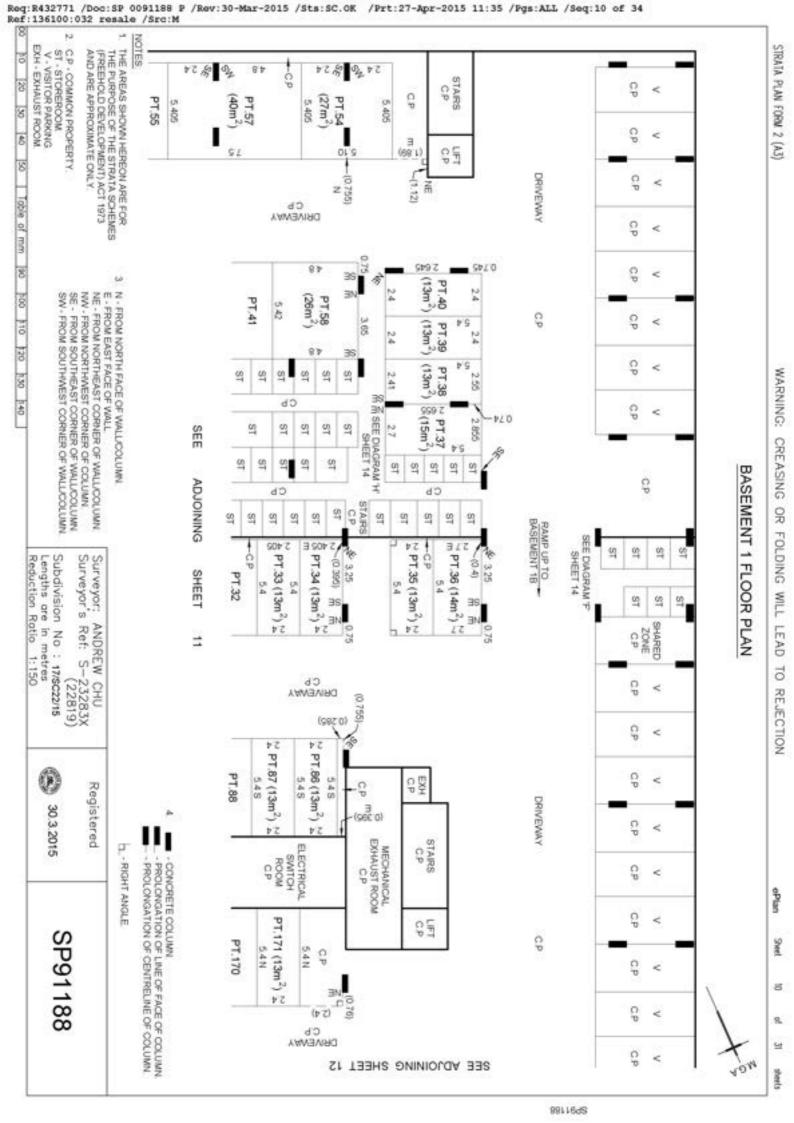


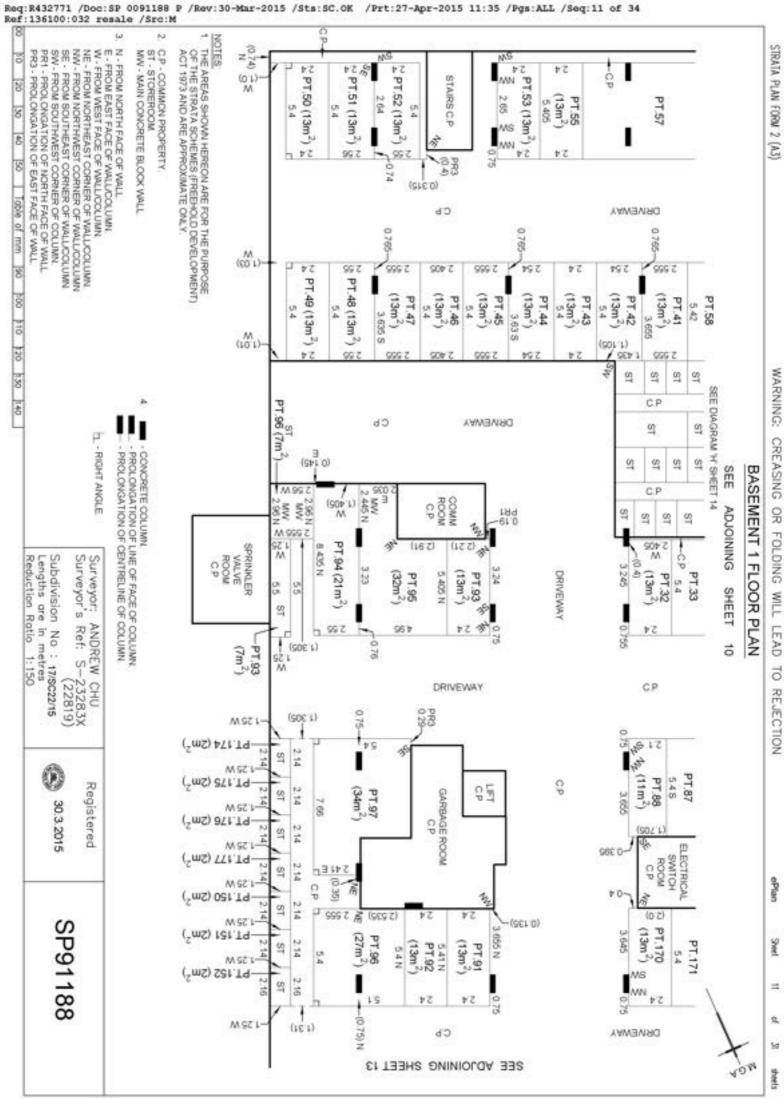


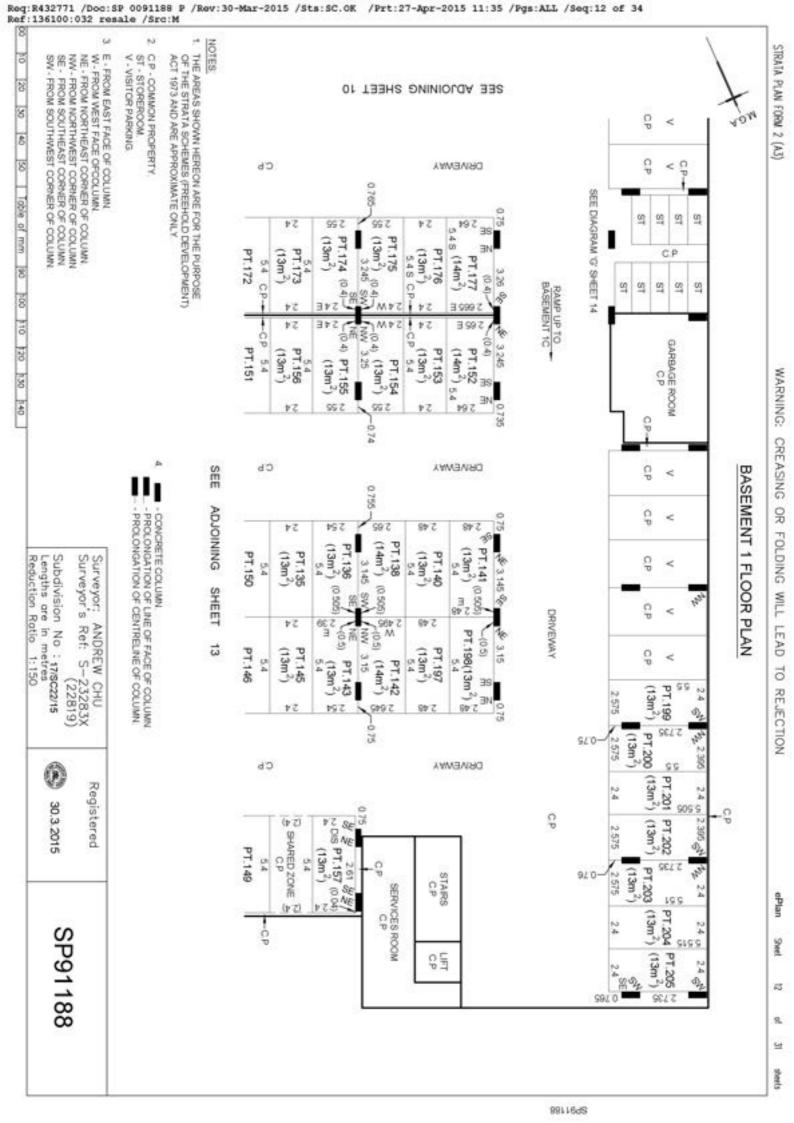


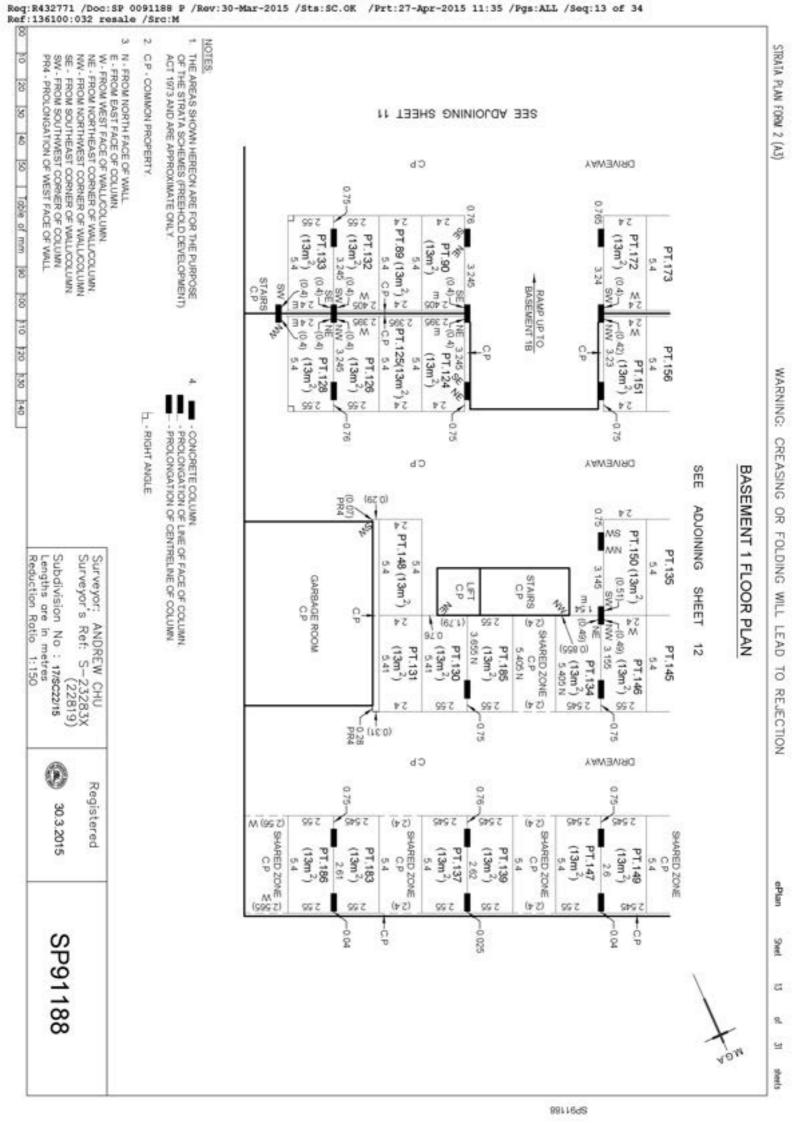


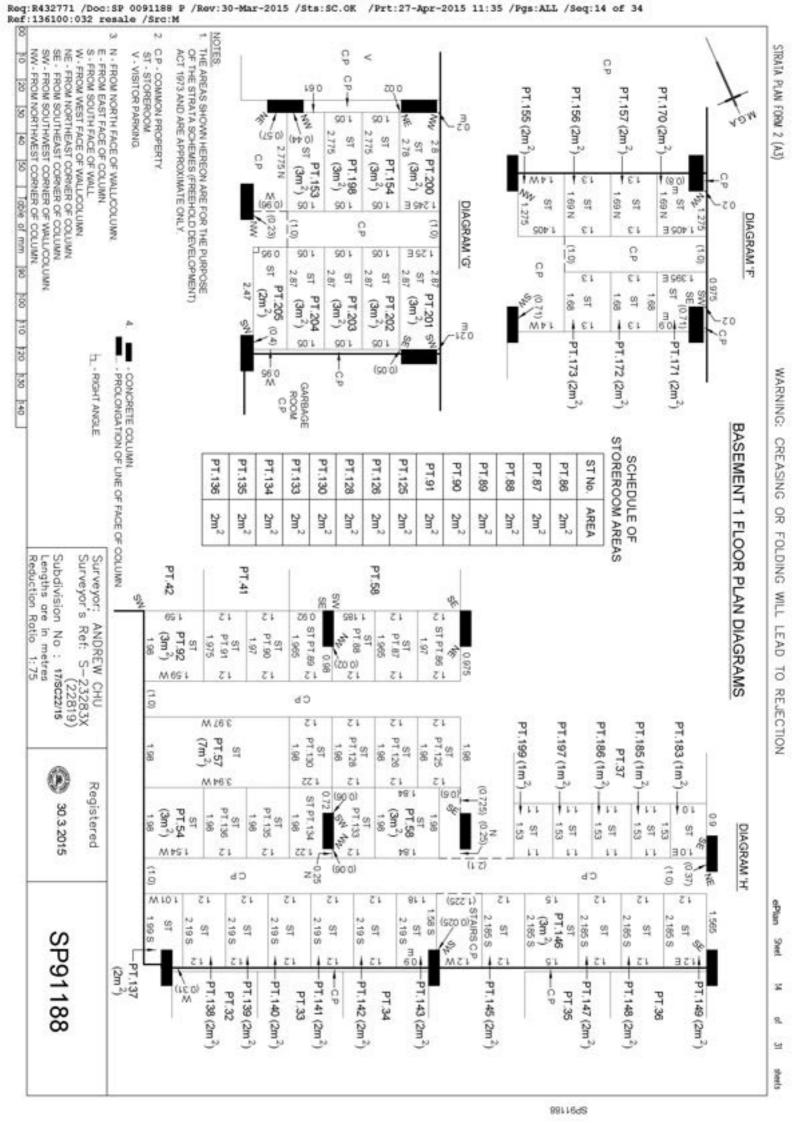


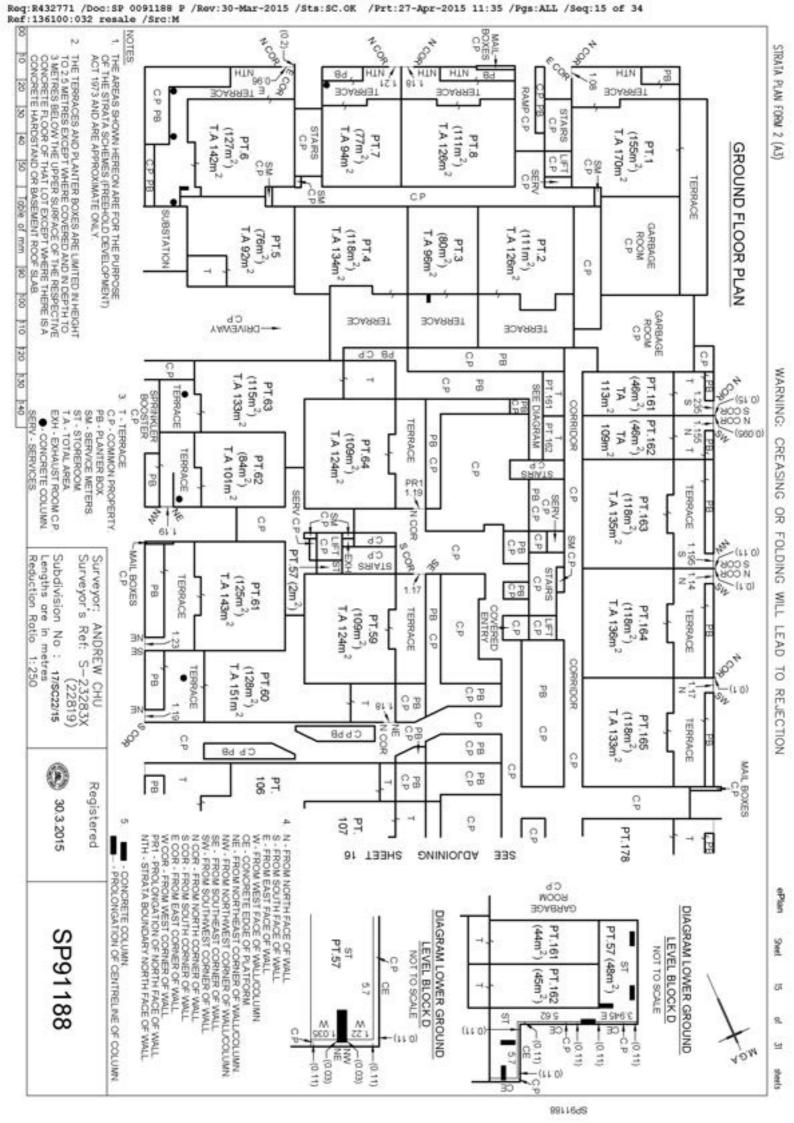


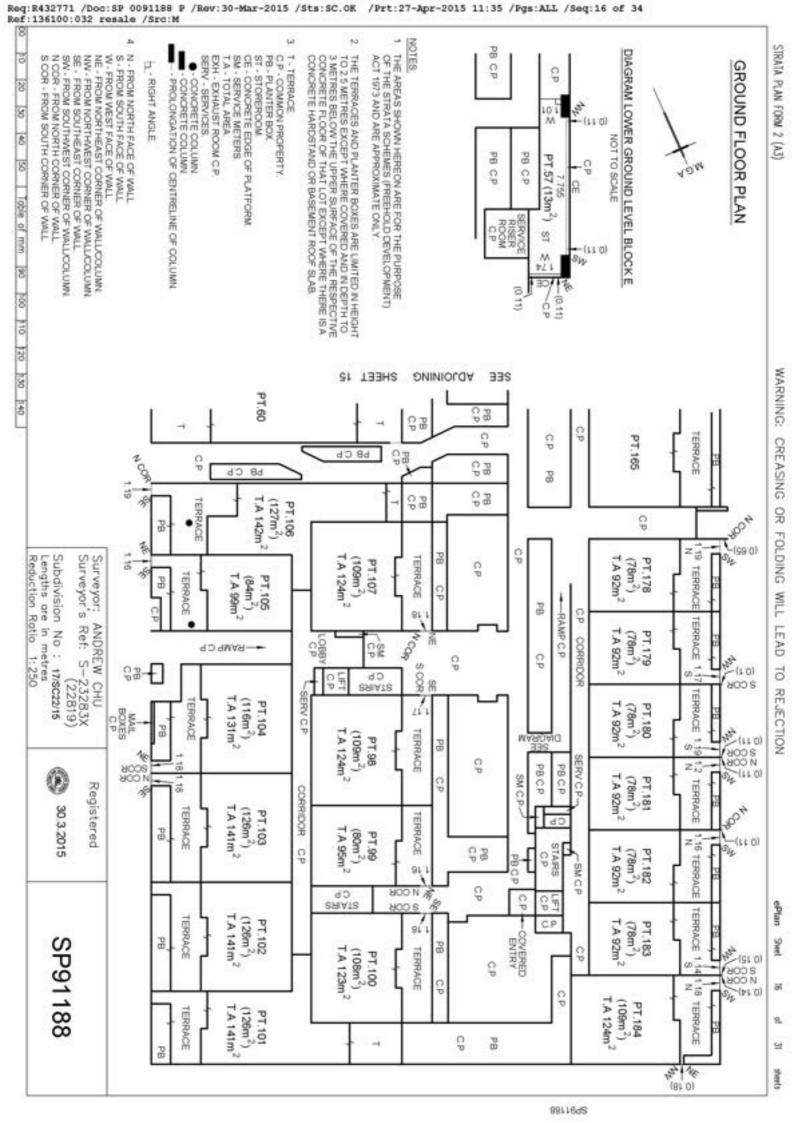


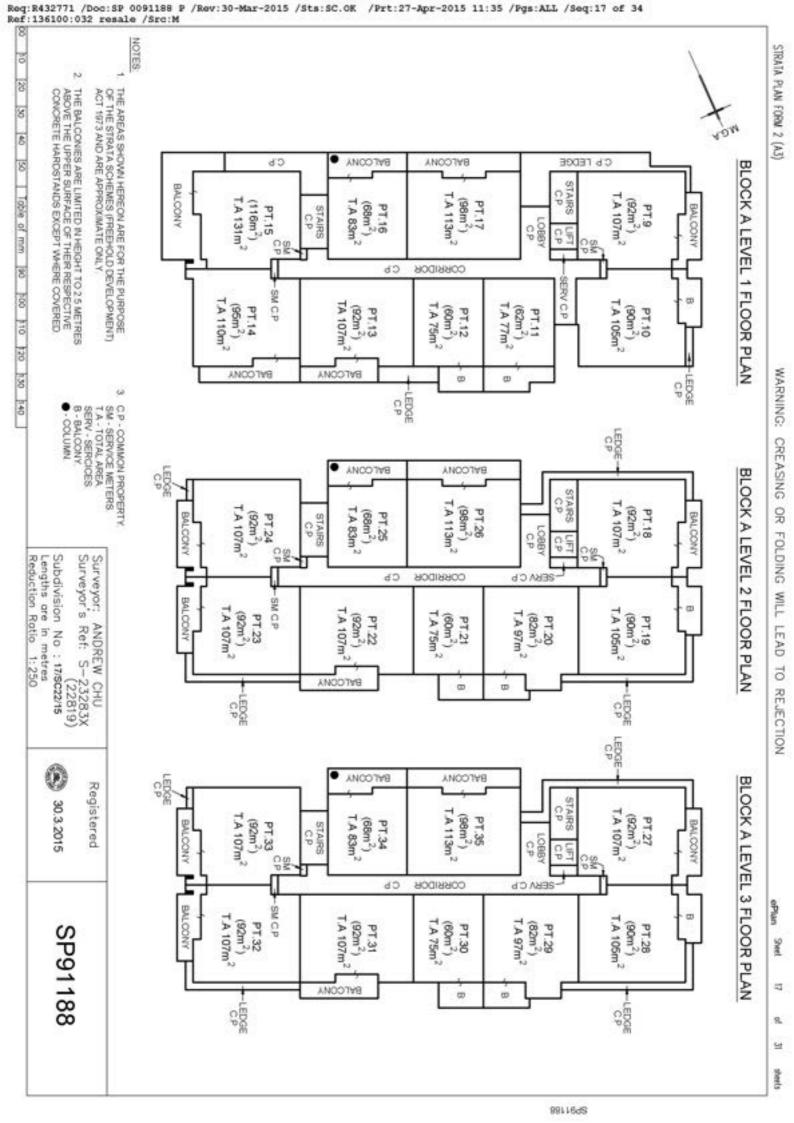


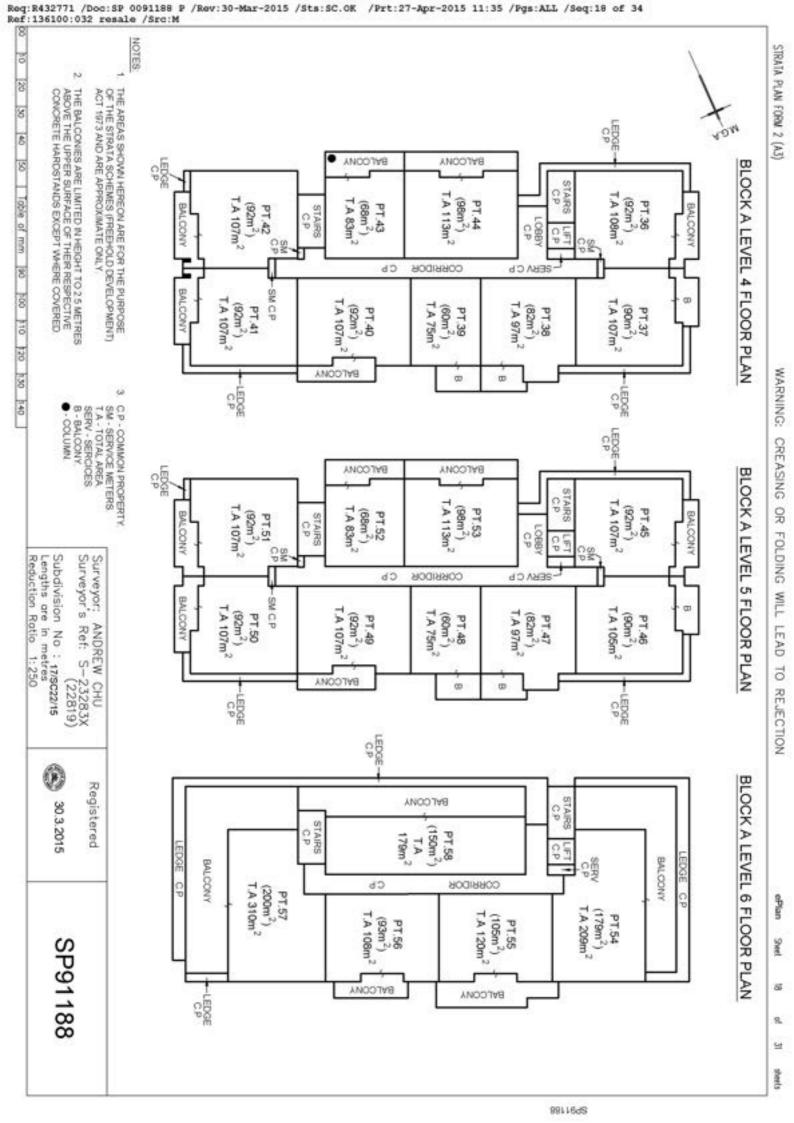


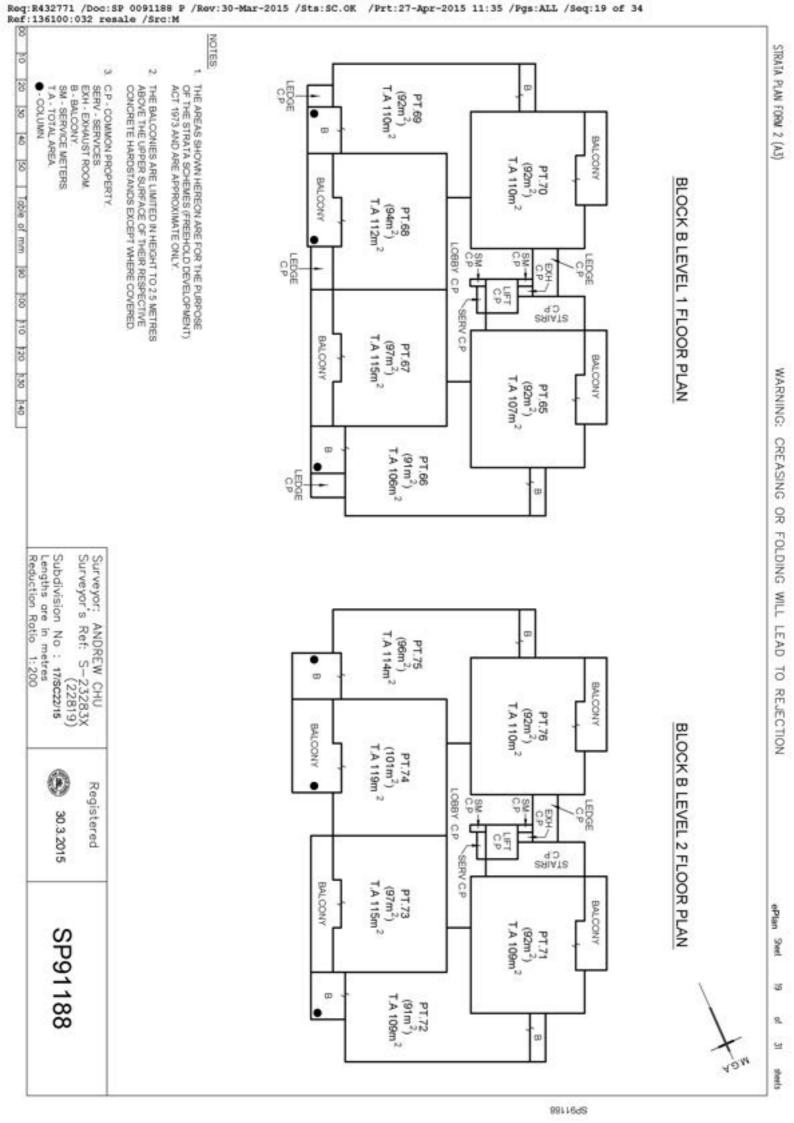


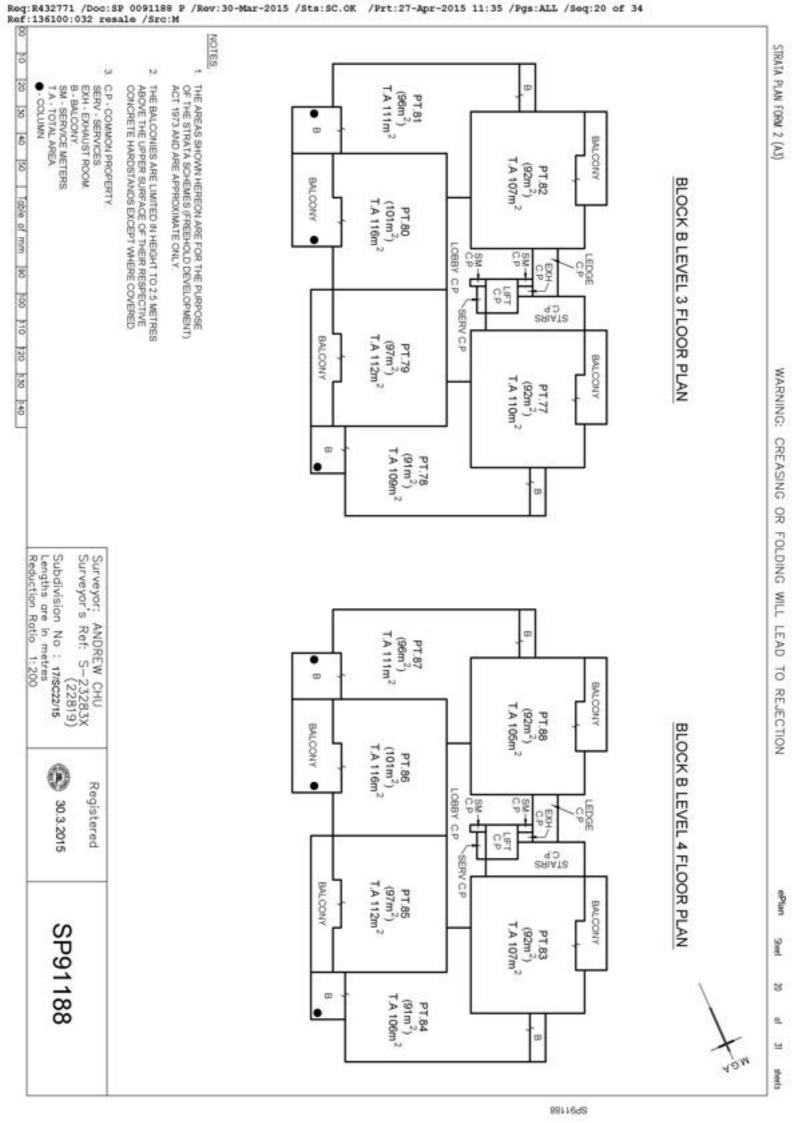


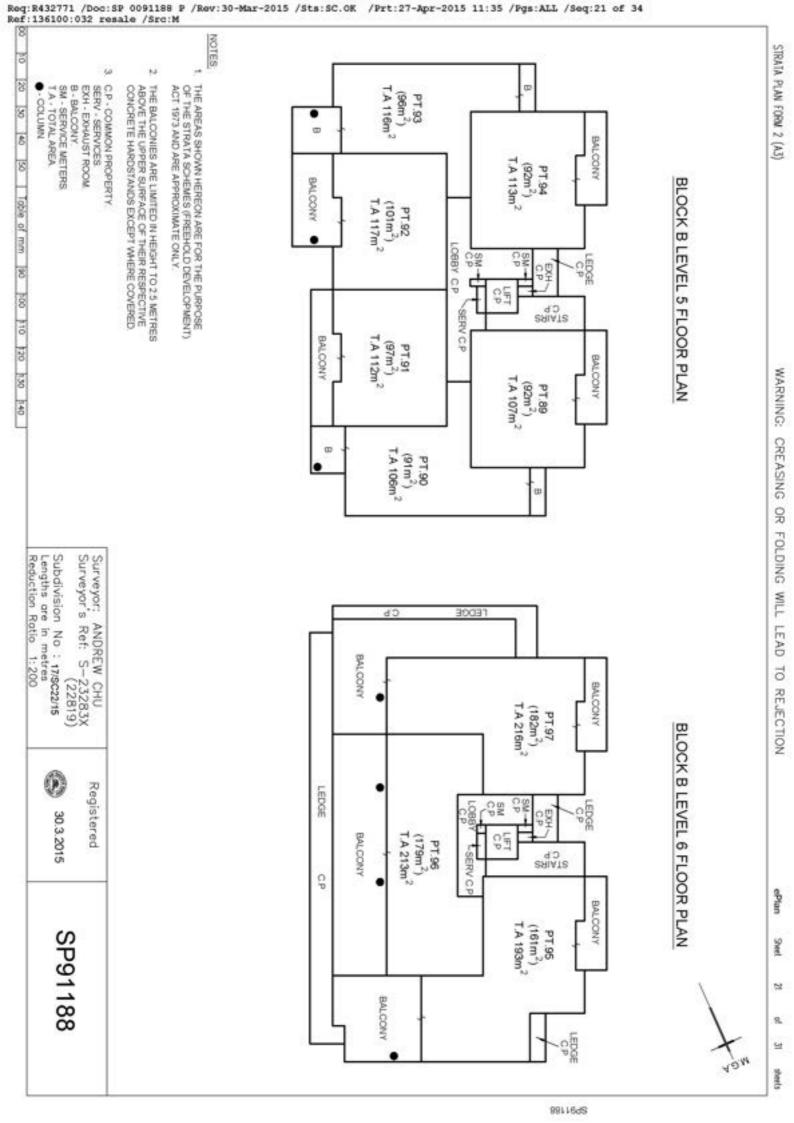


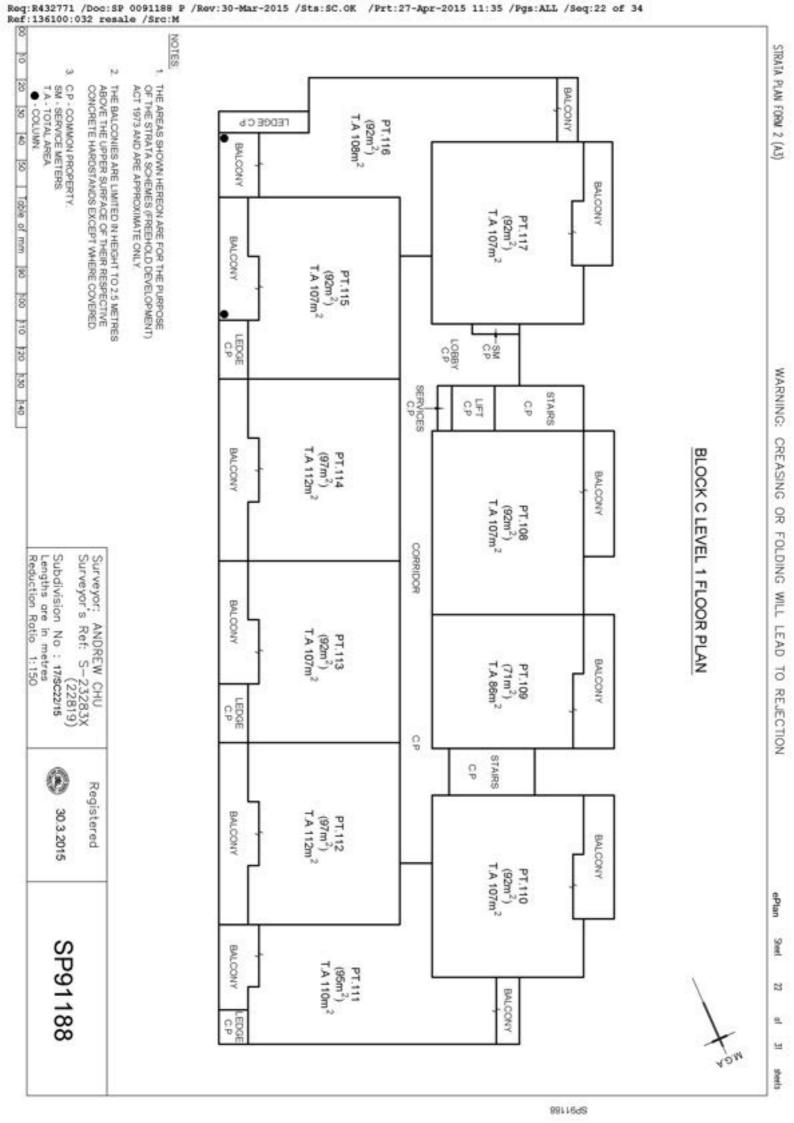


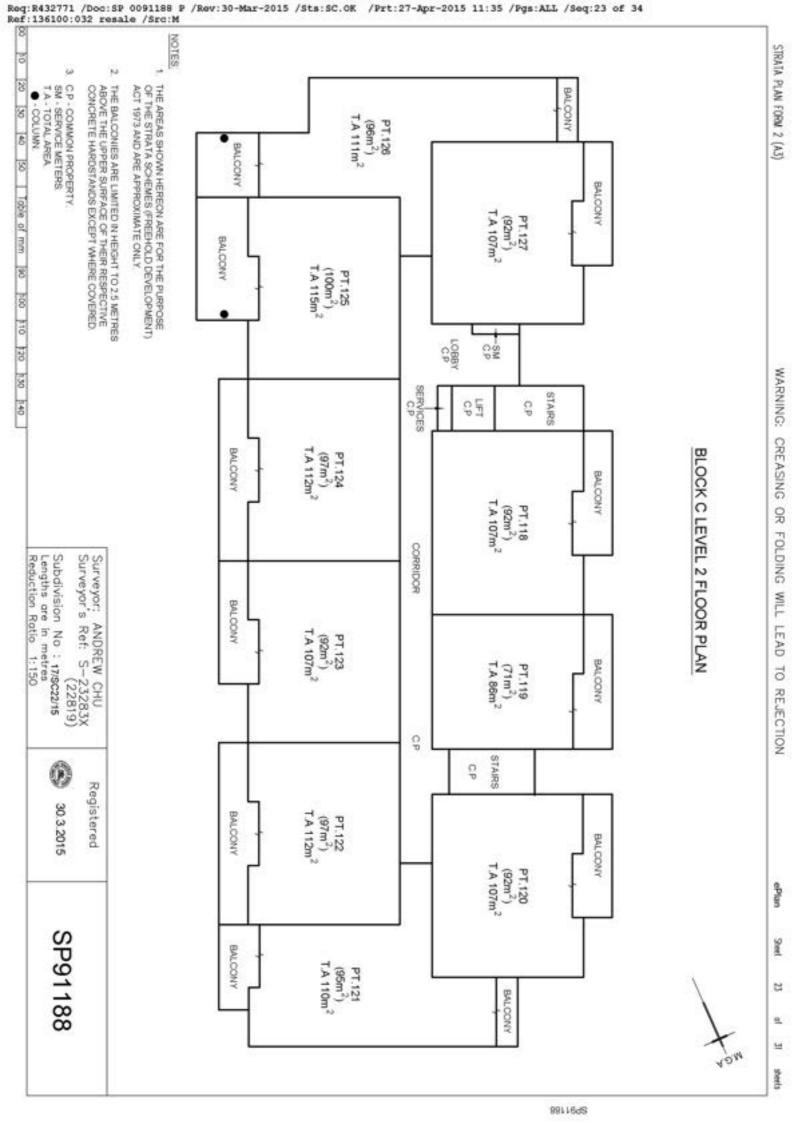


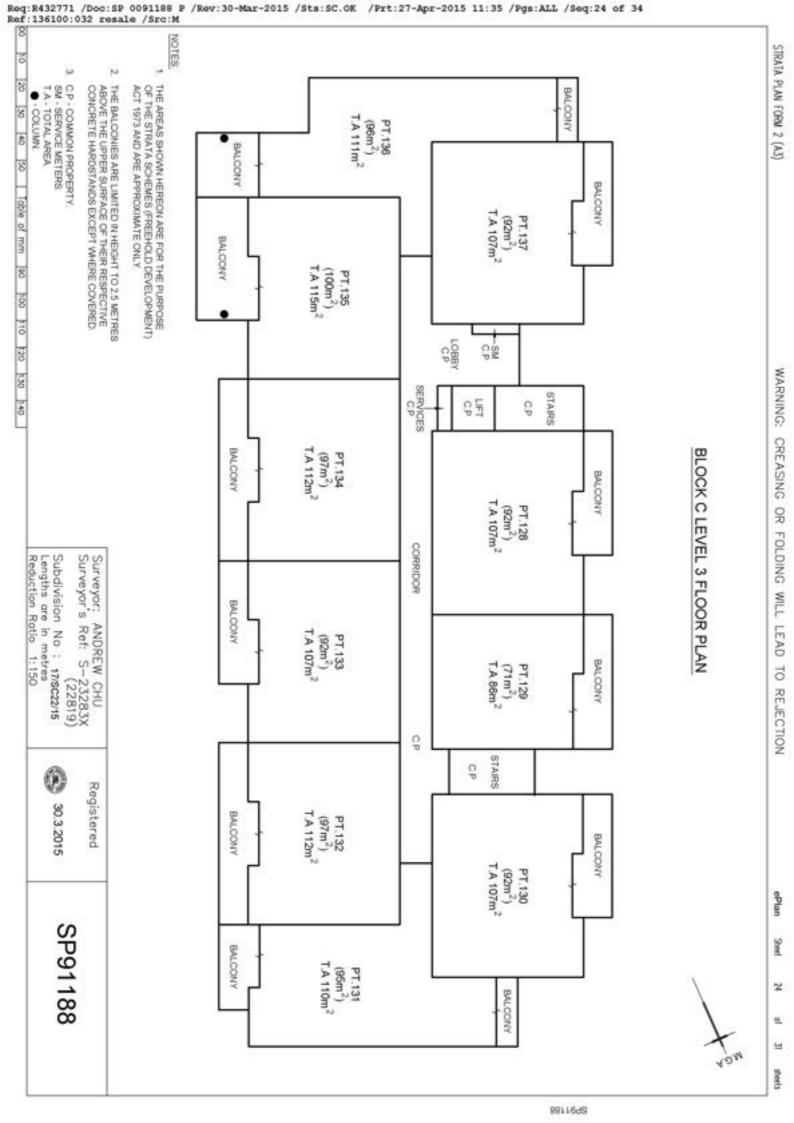


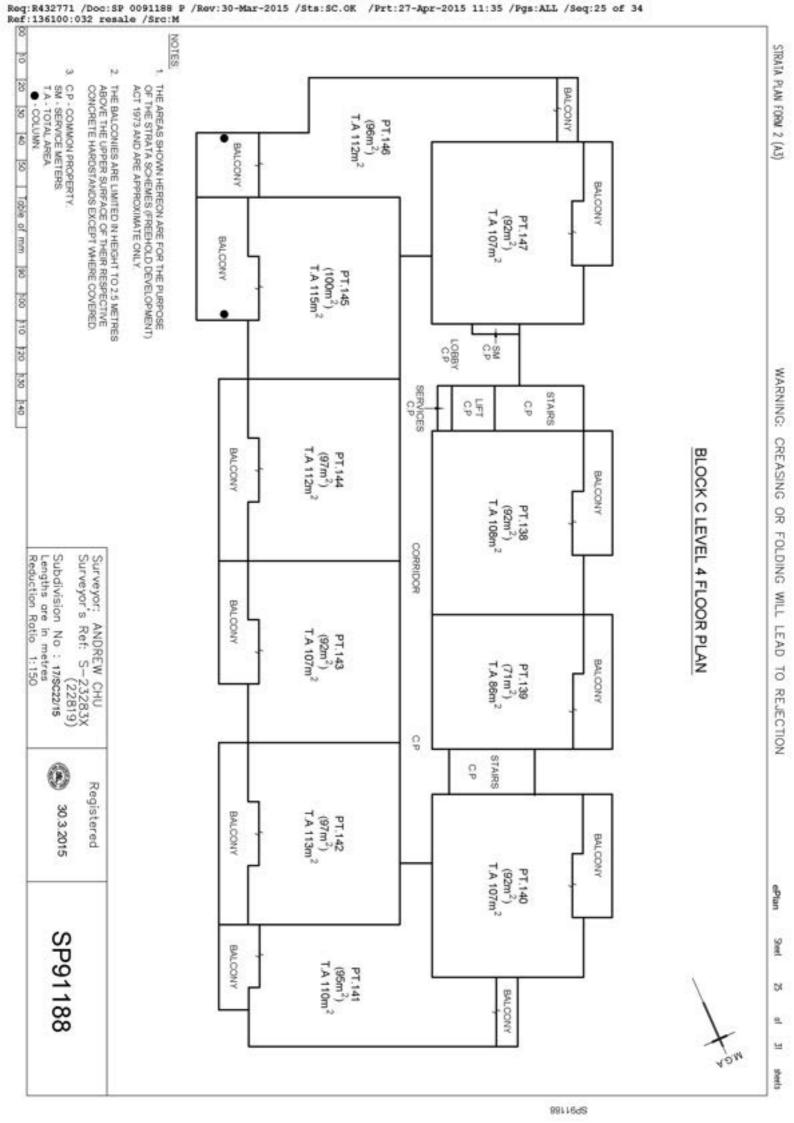


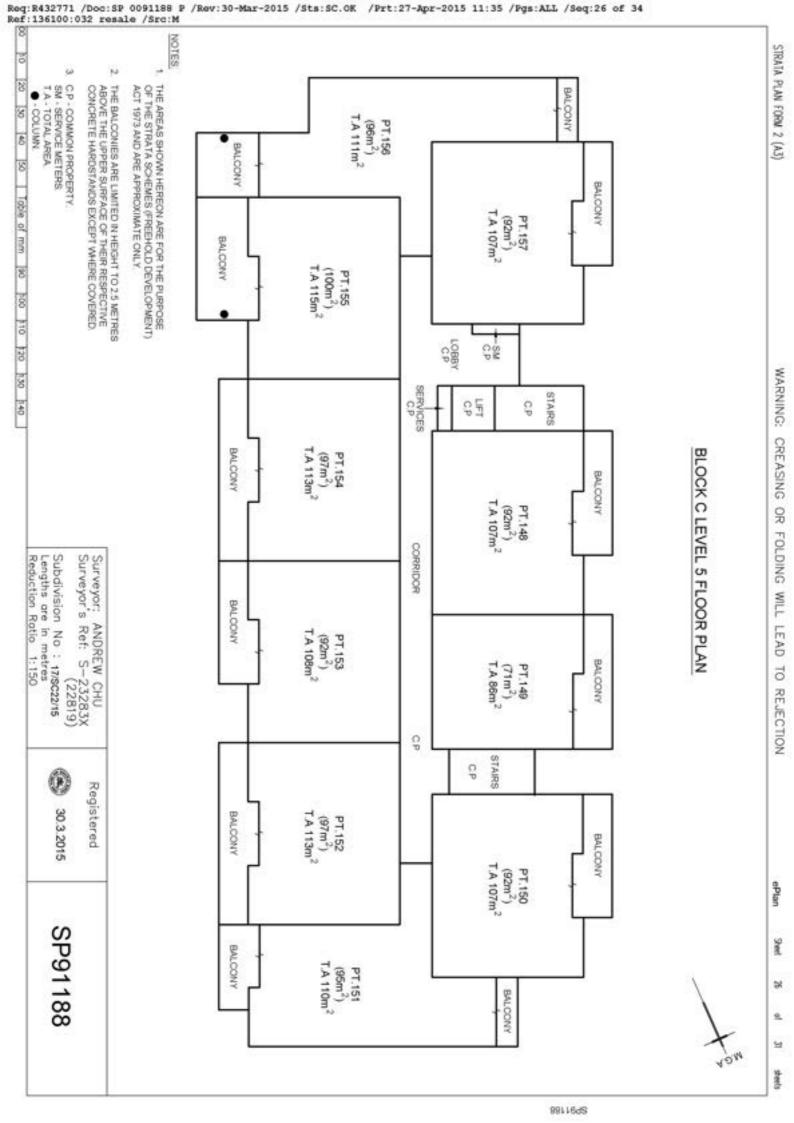


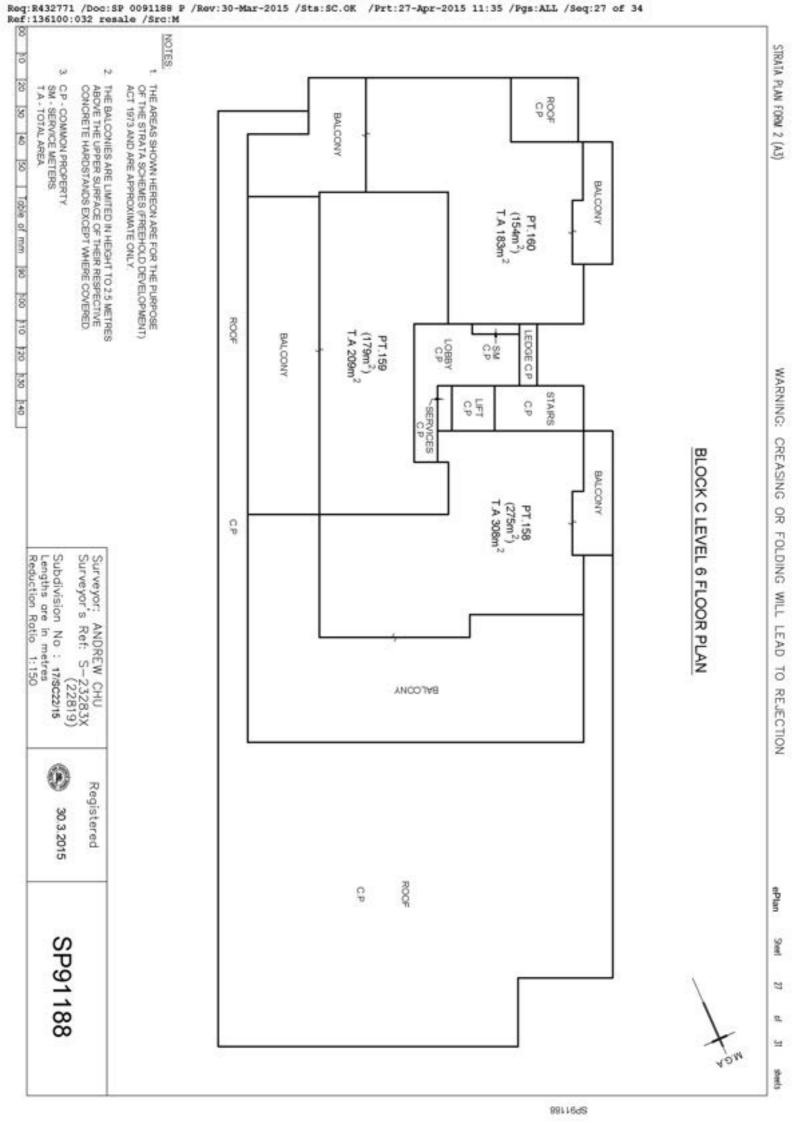


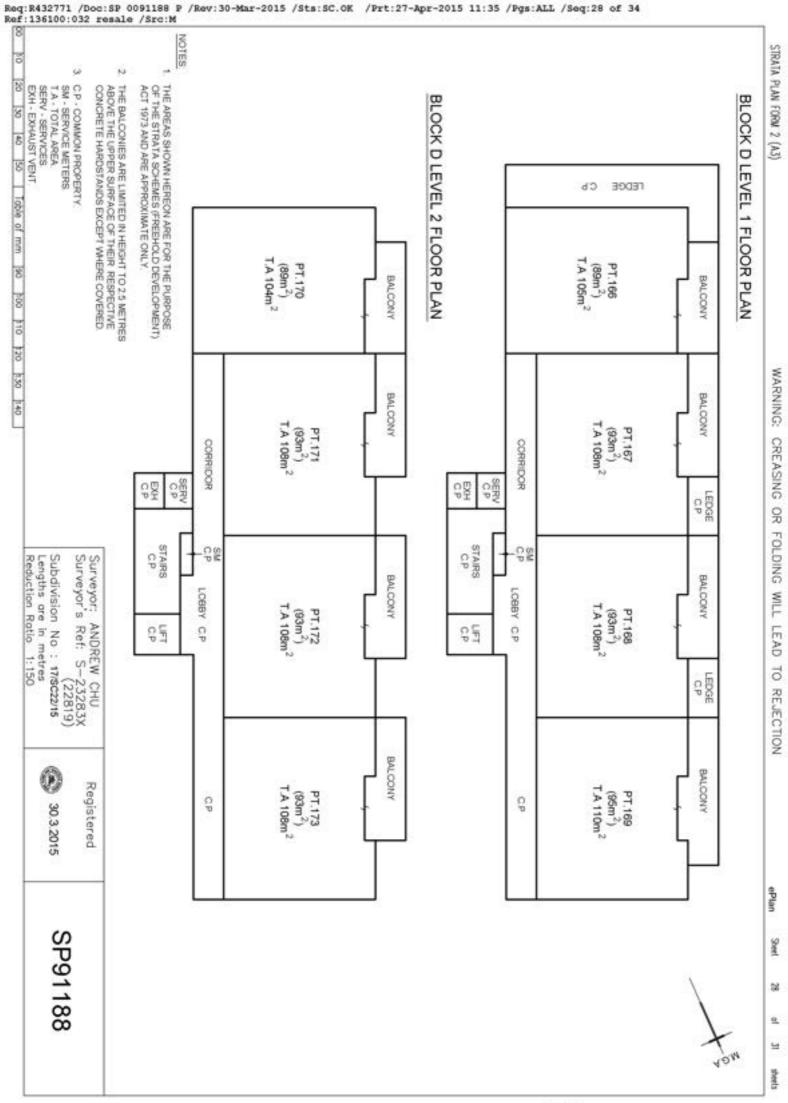


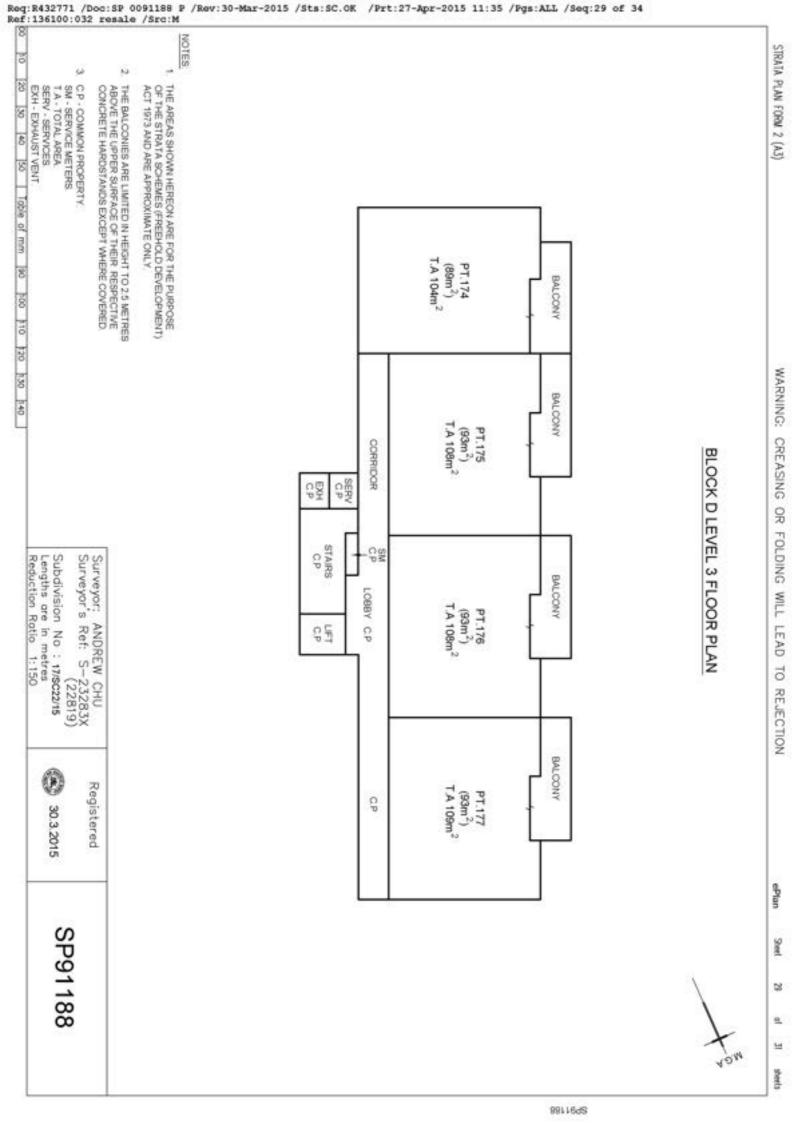


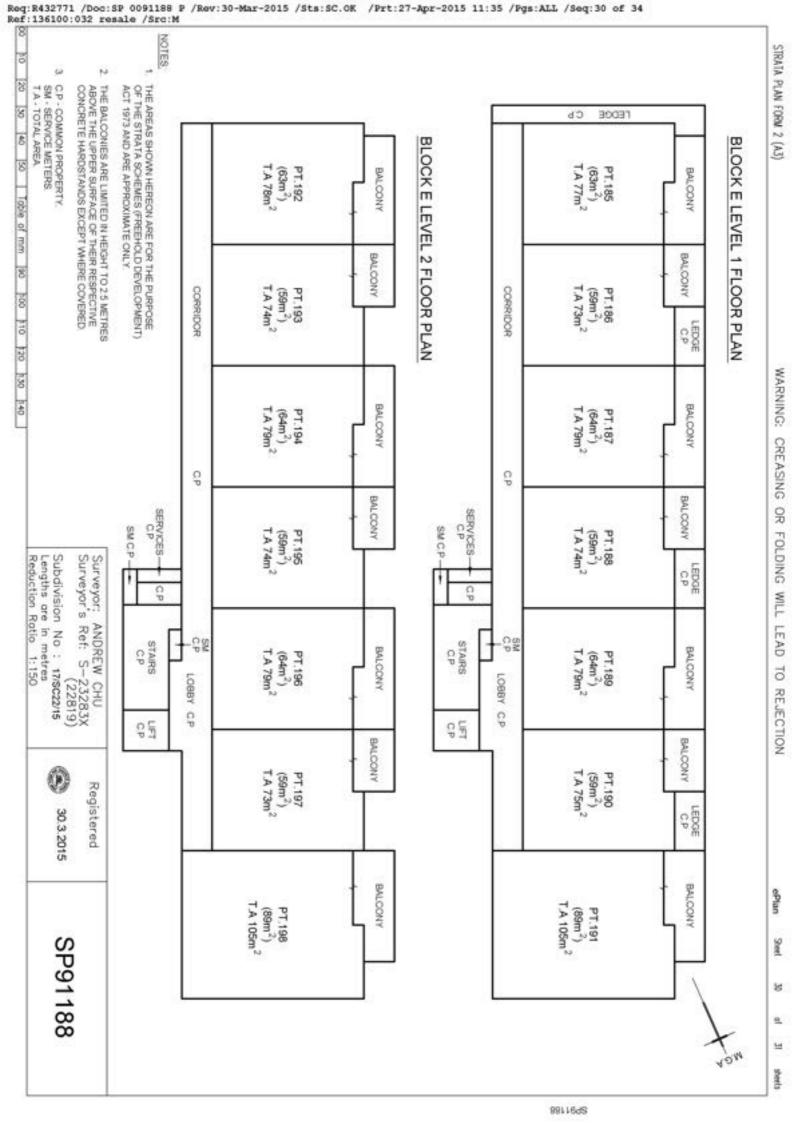


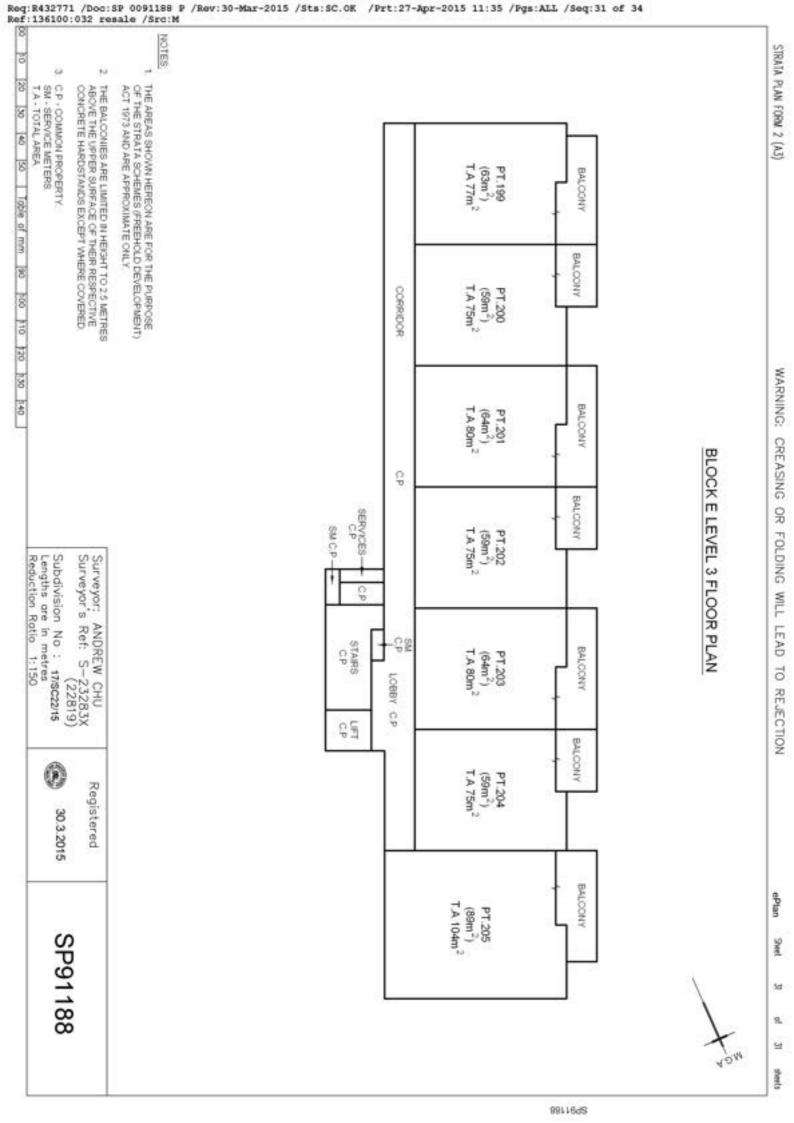












Req:R432771 /Doc:SP 0091188 P /Rev:30-Mar-2015 /Sts:SC.OK /Prt:27-Apr-2015 11:35 /Pgs:ALL Recq136186:932 resale /Src:M STRATA PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s) Office Use Only Office Use Only 30.3.2015 Registered: SP91188 Purpose: STRATA PLAN PLAN OF SUBDIVISION OF LOT 300 IN DP 1197792 LGA: RYDE Locality: MEADOWBANK Parish: HUNTERS HILL County: CUMBERLAND Name of, and address for service of notices on, the Owners Strata Certificate (Approved Form 5) Corporation. (Address required on original strata plan only) The Owners - Strata Plan No. 91188 The Accredited Certifier. JAN BAKER No.3-13 ANGAS STREET Accreditation number: BPB 00/7 MEADOWBANK NSW 2114 has made the required inspections and is satisfied that the requirements of \*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012, The adopted by-laws for the scheme are: RESIDENTIAL Model By-laws together with, Keeping of animals: Option \*A/\*B/\*C By laws in \_\_\_\_ sheets filed with plan. have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate Strike through if inapplicable The Accredited Certifier is satisfied that the plan is consistent with a relevant \*(2) \* Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management) development consent in force, and that all conditions of the development consent. Regulation 2010) that by its terms are required to be complied with before a strata certificate may be issued, have been complied with 1(3) Surveyor's Certificate (Approved Form 3) certifier is satisfied that the plan is consistent with any applicable condirelevant development consent and that the plan gives effect to the stage of the I. ANDREW CHU. strata development contract to which it relates 4(4) The building encroaches on a public place and; of KEVIN BROWN AND ASSOCIATES PTY LTD. P. O BOX 500 HURSTVILLE BC NSW 1481 (a) The Council does not object to the encrosedment of the building beyond the alignment of a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that \*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the (1) Each applicable requirement of Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has This approval is given on the condition that lot(s) ^. 1(5) Schedule-1A of the Strata Schemes (Leasehold Development) Act 1986 has are created as utility lots in accordance with section 39 of the Strata Schemes old Development) Act 1973 or section 68 of the Strate Schemes been met \*(2) \*(a) The building encroaches on a public place: Date / MARCH 20/5 N(b) The building encroaches on land (other than a public place), and an Subdivision number .... 17/5C 22/15 appropriate easement has been created by ^.... Relevant Development Consent number 17/CDC08/14 permit the encreachment to remain. Issued by JAN BAKE \*(3) The survey information recorded in the accompanying location plan is accurate. Signature: er/Accredited Certifier Signature: ... Date: 3-02-2015 \* Strike through if inapplicable.

Insert lot numbers of proposed utility lots.

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

\* Strike through if inapplicable.

A Insert the deposited plan number or dealing number of the instrument that created the easement

SURVEYOR'S REFERENCE: S-23283X (22819)

Re6q136188:942 resale /Src:M

TIMES FLAR FORM 3 (FART 2) (2012) WARRING: Creasing or tolding will lead to rejection

or ian

# STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



30.3.2015

Office Use Only

2015

Office Use Only

# SP91188

PLAN OF SUBDIVISION OF LOT 300 IN DP 1197792

Subdivision Certificate number: ...17/5C22/15

Date of endorsement: ... / MARCH

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

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

					UNIT EN	NTITLEME	NTS				(4)85
LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
1	50	39	40	77	51	115	50	153	53	191	49
2	47	40	51	78	50	116	49	154	53	192	39
3	38	41	52	79	52	117	50	155	53	193	39
4	49	42	52	80	52	118	51	156	51	194	39
5	39	43	39	81	50	119	40	157	53	195	39
6	50	44	51	82	51	120	51	158	73	196	39
7	37	45	52	83	52	121	49	159	65	197	39
8	50	46	53	84	51	122	51	160	65	198	50
9	50	47	50	85	52	123	51	161	41	199	39
10	50	48	41	86	52	124	51	162	41	200	39
11	38	49	52	87	51	125	51	163	50	201	39
12	38	50	53	88	52	126	49	164	50	202	39
13	49	51	53	89	53	127	51	165	50	203	39
14	49	52	39	90	51	128	51	166	49	204	39
15	50	53	52	91	53	129	41	167	51	205	50
16	37	54	69	92	53	130	51	168	51		
17	50	55	54	93	51	131	50	169	51	AGGREG	ATE 10000
18	51	56	54	94	53	132	52	170	50		
19	51	57	67	95	66	133	51	171	51		
20	48	58	62	96	65	134	52	172	51		
21	39	59	51	97	65	135	52	173	51		
22	50	60	49	98	51	136	50	174	50		
23	51	61	51	99	39	137	51	175	52		
24	51	62	38	100	51	138	52	176	52		
25	38	63	49	101	49	139	41	177	52		
26	51	64	51	102	51	140	52	178	38		
27	51	65	51	103	51	141	50	179	38		
28	51	66	49	104	51	142	52	180	38		
29	49	67	51	105	38	143	52	181	38		
30	39	68	51	106	49	144	52	182	38		
31	51	69	49	107	50	145	52	183	38		
32	51	70	51	108	50	146	50	184	49		
33	51	71	51	109	39	147	52	185	39		
34	38	72	49	110	50	148	53	186	39		
35	51	73	51	111	49	149	42	187	39		
36	52	74	51	112	51	150	53	188	39		
37	52	75	49	113	50	151	51	189	39		
38	49	76	51	114	51	152	53	190	39		

If space is insufficient use additional annexure sheet.

Surveyor's Reference: S-23283X (22819)

Req:R432771 /Doc:SP 0091188 P /Rev:30-Mar-2015 /Sts:SC.OK /Prt:27-Apr-2015 11:35 /Pgs:ALL

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TEACHING. Greating or rolling will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 300 IN DP 1197792

Sheet 3 of 3 sheet(s) Office Use Only

SP91188

Office Use Only

Registered:



30.3.2015

Strata Certificate Details: Subdivision No: 17/5C22/15

Date:

I MARCH 2015

ADDRESS OF LOT 300: No.3-13 ANCAS STREET MEADOWBANK NSW 2114

EXECUTED BY THE JQZ FIVE PTY LTD ACN 163 468 899 BY ITS AUTHORISED OFFICERS.

Sole Director / Secretary

Name of Director / Secretary (BLOCK LETTERS)

> Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee

SIGNED by ADAM BEAUMONT attorney for Westpor Banking Corporation under power of attorney Book 4299 No. 332

Tler Three Attorney

By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence

Signature of witness:

Name of witness:

RICHARD YANG

Address of witness:

Level 3, 275 Kent St Sydney NSW 2000

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.

SURVEYOR'S REFERENCE: S-23283X (22819)

Req:R432774 /Doc:DP 1203048 B /Rev:10-Dec-2014 /Sts:SC.OK /Prt:27-Apr-2015 11:35 /Pgs:ALL /Seq:1 of 2
Ref:136100:032 resale /Src:M ePlan

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

DP1203048

(Sheet 1 of 2 sheets)

Plan of Easement affecting Lot 300 in DP 1197792

Full Name and Address of the Registered Proprietor of the Land: JQZ FIVE PTY LTD ACN 163 468 899 PO BOX 686, BURWOOD NSW 1805

PART 1 (Creation)

	1,2,0,4,	OTGGGGGGG	
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for electricity and other purposes 3.8 wide (Limited in stratum)	Lot 300 DP 1197792	AUSGRID ABN 67 505 337 385

# PART 2 (Terms)

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

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

Jugus.

ePlan

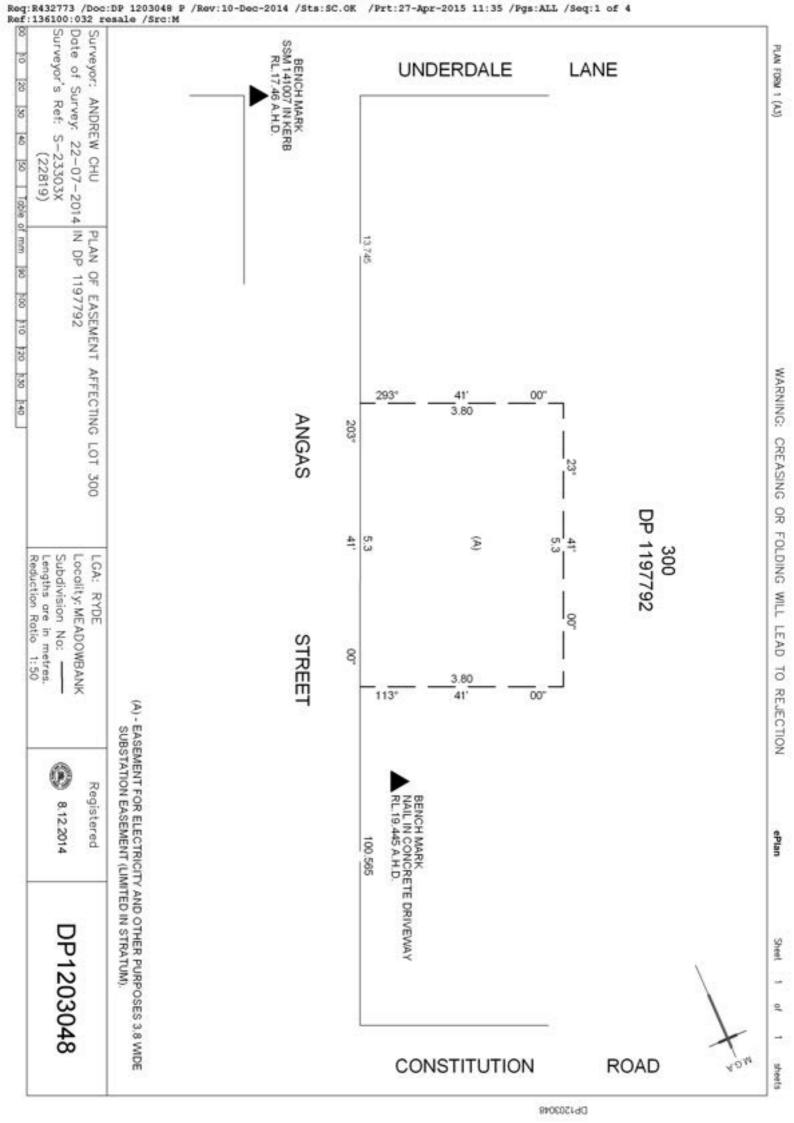
(Sheet 2 of 2 sheets)

Plan of Easement affecting Lot 300 in DP 1197792

# DP1203048

Name (please print)
Attorney
Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee  SIGNED by ADAM BEAUMONT as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332  (Signature) Tier Three Attorney By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.  I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.  Signature of witness:  Name of witness:  Name of witness:  Level 3, 275 Kent St Sydney NSW 2000  S117RP Act requires that you must have known





Req:R432773 /Doc:DP 1203048 P /Rev:10-Dec-2014 /Sts:SC.OK /Prt:27-Apr-2015 11:35 /Pgs:ALL Re&q1264@04032 resale /Src:M

	OMINISTRATION SHEET Sheet 1 of 3 sheet(s)
DEFOSITED FLAN AI	DMINISTRATION SHEET Sheet 1 of 3 sheet(s)
Registered: 8.12.2014  Title System: TORRENS  Purpose: EASEMENT	DP1203048
PLAN OF EASEMENT AFFECTING LOT 300 IN DP 1197792	LGA: RYDE  Locality: MEADOWBANK  Parish: HUNTERS HILL  County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval  I,	Survey Certificate  I, ANDREW CHU  of KEVIN BROWN AND ASSOCIATES PTY LTD P. O BOX 500 HURSTVILLE BC NSW 1481 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:  "(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on  "(b) The part of the land shown in the plan ("being/"excluding ")
Subdivision Certificate  I,  "Authorised Person/"General Manager/"Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein  Signature:  Accreditation number:  Consent Authority:	was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.  *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.  Signature: Dated: 8 - 11 - 14  Surveyor ID: 58  Datum Line: 'X' - 'Y'  Type: "Urban/*Rural
Date of endorsement:  Subdivision Certificate number:  File number:  *State through if inapplicable.	The terrain is *Level-Undulating / *Steep-Mountainous.  *Strike through if inapplicable.  *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation.  DP 1197792
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: S-23303X (22819)

CONTRACTOR OF THE CONTRACTOR O
Office Use Only
DP1203048
This sheet is for the provision of the following information as required:  • A schedule of lots and addresses - See 60(c) SSI Regulation 2012  • Statements of intention to create and release affecting interests in
accordance with section 88B Conveyancing Act 1919     Signatures and seals- see 195D Conveyancing Act 1919     Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
MEADOWBANK NSW 2114
TION 88B OF THE CONVEYANCING ACT 1919,
torney

Req:R432773 /Doc:DP 1203048 P /Rev:10-Dec-2014 /Sts:SC.OK /Prt:27-Apr-2015 11:35 /Pgs:ALL Re&q1464@04032 resale /Src:M

MARMING: Creasing or lolding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:

LANT I VINIII UM (EU IZ)



8.12.2014

Office Use Only

DP1203048

Office Use Only

PLAN OF EASEMENT AFFECTING LOT 300 IN DP 1197792

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

- A schedule of lots and addresses See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet
   1 of the administration sheets.

> Certifics recent for the processes of the Brail Property Act 1960 by the Morigouce

SIGNED by ADAM BEAUMONT as attorney for Westpur-Banking Corporation

with the for Westpar Banking Corporation with a power of a sorney Book 4299 No. 332

(Slimature)

Tier Three Attorney

By fiveering this instrument the attorney star a fact the attorney has received no notice of the resocution of the power of attorney.

I certify that I am un eligible witness and that the attorney whose signature appears above signed this instrument in my presence.

Signature of witness:

Losuni

Name of witness:

NARDA ROSSINI

Address of witness:

Level 3, 275 Kent St Sydney NSW 2000

S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.

If space is insufficient use additional annexure sheet

Surveyor's Reference: S-23303X (22819)

Req:R256388 /Doc:DL AJ241995 /Rev:13-Feb-2015 /NSW LRS /Pgs:ALL /Prt:04-Aug-2022 16:51 /Seq:1 of 3 © Office of the Registrar-General /Src:InfoTrack /Ref:157072-2

Form: 13PC Release: 3·1

# **POSITIVE COVENAN**

New South Wales

Section 88E(3) Conveyancing Act 19



AJ241995X

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.

	the Register is ma	ade avallable (i	o any person for se	aren upon pay	ment of a fee, if any.				
(A)	(A) TORRENS TITLE LOT 300 IN DP1197792								
(B)	LODGED BY	Document Collection Box	KEVIN BROWN	& ASSOCIA TURSTVILLE 2288	one, and Customer Account Number if any ATES PTY LTD C/O JQZ FIVE PTY LTD E NSW BC 1481	PC			
(C)	REGISTERED PROPRIETOR	Of the above land							
(D)	LESSEE MORTGAGEE or CHARGEE		e land agreeing to b terest Number of AI518104	Instrument	nis positive covenant Name WESTPACK BANKING CORPORATION AUSCRID A				
(E)	PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919  RYDE-CITY COUNCIL OF THE CITY OF RYDE 2							
(F)	to have it record	uthority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies ded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.							
(G)	otherwise satisfie Signature of with Name of witness:	prescribed authorised of signed this ess Europy Sess: I_DEVL	thority ficer of the prescrippication in my prescription from the prescription in the	resence.	Signature of authorised officer: PAUL KAPETA.  Position of authorised officer: CLEVELAL CO	Kapel			
(G)	Certified correct and executed on lauthorised person pursuant to the au Company: Authority:  Signature of authorise	Authority:  SECTION 127 OF THE CORPORATIONS ACT, 2001  Signature of authorised person:  Name of authorised person:  Name of authorised person:							
(H)		mortgagee	SOLE DIF	RECTOR	Office held:  ISECRETARY				
	The mortgaged I certify that the a signed this applic Signature of with Name of witness: Address of witness	above mortg ation in my pn ess: SE			agrees to be bound by this poonally known to me or as to whose identity I am oth Signature of mortgagee:  ADAM BEAUMONT fier 3 at	erwise satisfied			

<sup>\*</sup> s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 3

1303

# **PUMPED DRAINAGE SYSTEM**

Annexure 'A' to
Public positive covenant imposed by a Prescribed
Authority being the Council of the City of Ryde under
Section 88E(3) of the Conveyancing Act 1919

Date: 10 November 2014 Land being Lot 300 in DP 1197792

- 1. In these terms-
- a. "Area" means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then "Area" means the whole, and every part, of the lot burdened;
- b. "Council" means the Council of the City of Ryde, and includes its servants and authorised agents;
- c. "Owner" means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor;
- d. "System" means the pump-out drainage system within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins, surfaces and pumps designed to control water:
- e. Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and
- f. The singular includes the plural, and vice versa.
- 2. The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council

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Page 2 o( 3

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Bulland Com

- 3. Without limiting the obligations in clause 2, the Owner must
  - a. keep the System clean and free from obstructions, rubbish and debris;
  - b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner:
  - c. without limiting clause 9(b) the maintenance must include- i. the checking of the condition of the pumps forming part of the System by pumping water for at least 5 minutes every 6 months and
- ii. maintaining a log book of the periodic checks made.
  - d. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;
  - e. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- 4. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers
  - a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above ("Work").
  - b. The Council may recover from the Owner in a Court of competent jurisdiction:
- i. Any expense reasonably incurred by it in exercising its powers under sub-paragraph 5(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.
- ii. legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- 5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).
- 6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: Council of the City of Ryde.

Page 3 of 3

Some English Person

Req:R256389 /Doc:DL AQ486723 /Rev:12-Jan-2021 /NSW LRS /Pgs:ALL /Prt:04-Aug-2022 16:51 /Seq:1 of 38 © Office of the Registrar-General /Src:InfoTrack /Ref:157072-2

Form: 15CH Release: 2·2

## CONSOLIDATION/ CHANGE OF BY-LAW

AQ486723Q

New South Wales

Strata Schemes Management Act 2015 Real Property Act 1900

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

(A)	TORRENS TITLE	For the common property CP/SP91188						
(B)	LODGED BY	Collection c/- Box PO E		ress or DX, Telephone, and Customer Account Number if any ata Sense 1115 ILLS NSW 2010	CODE			
			Email:	info@stratasense.com.au				
			Reference:	SP91188				

(C) The Owners-Strata Plan No. 91188

certify that a special resolution was passed on 7/5/2020

- (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. NOT APPLICABLE

Amended by-law No. Amended By-law 150

as fully set out below:

Please see attached "Annexure A" to Form 15CH, the consolidated by-laws for Strata Plan No 62197 which sets out the amendments to by-law 150.

RELODGED

1 5 DEC 2020

TIME:

- (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. 91188

was affixed on 15/10/2020

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:

Jolly Duong

Authority: Strata Manager

Signature:

Name:

Authority:



By-Laws The Bay

The common seal of The Owners - Strata Plan No 91188 was affixed on the 15th day of October 2020 in the

presence of:

Signature:

Name:

Jolly Duong

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



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## Dictionary

#### Meaning of words

Defined terms (in any form) mean:

Air Conditioning Units means the air conditioning unit(s), exclusively servicing an individual Lot, including any air conditioning plant, pipes, cables, ducts, pumps, filters, fans and compressors located in and forming part of Common Property.

Adult Persons means a person over fifteen years of age.

Apartment means a Lot in The Bay.

Balcony means the area noted on the Strata Plan of a lot as the balcony.

Building means the building constructed on the Land

Building Works alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls;
- (b) the structure of your Lot;
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot);
- (d) Common Property services; or
- (e) services in *The Bay*, whether or not they are for the exclusive use of your Lot

Building Works include altering or removing an Inter-Tenancy Wall according to bylaws 81 to 84. Building Works exclude:

- (a) minor fit out works inside a Lot; and
- (b) works or alterations to the interior of Common Property walls enclosing a Lot (eg hanging pictures or attaching items to those walls).

**Car Space** means a car space that forms part of a Lot or the part of the Common Property under an Exclusive Use By-Law.

The Bay means the Land and buildings comprised on SP 91188.

The Bay Residential means Strata Plan 91188

# **Common Property:**

(a) Common Property in *The Bay*; and

(b) personal property of the Owners Corporation.

Council means Ryde City Council.

**Easement** means an easement, positive covenant or restriction on use affecting The Bay (including any Lot or Common Property) from time to time.

Executive Committee means the Executive Committee of the Owners Corporation.

**Exclusive Use By-Laws** means by-laws granting Owners exclusive use and special privilege rights over Common Property according to division 4, chapter 2 in part 5 of the Management Act.

**External Appearance** the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot of The Bay.

**Building Manager** the person appointed by the Owners Corporation into that position.

**Government Agency** a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**Inter-Tenancy Wall** a Common Property wall between two Lots. See by-laws 81 to 84 about making alterations to or removing Inter-Tenancy Walls.

Land means Lot 300 in Deposited Plan 1197792.

Lot is a Lot in The Bay, as defined by the top of the concrete floor slab to the underside of the concrete roof slab.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Occupier the Occupier, lessee or licensee of a Lot within The Bay.

#### Owner means:

- (a) the Owner for the time being of a Lot;
- (b) if a Lot is subdivided or re subdivided, the Owners for the time being of the new Lots;
- (c) for an Exclusive Use By-Law, the Owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

**Owners Corporation** means The Owners of the Strata Plan registered on strata subdivision of part of the Land.

# Residential Garbage Storage Area:

(a) the Residential Garbage Storage Area located in Common Property which is used by Owners and Occupiers in *The Bay*; and (b) the equipment and machinery placed or installed in the Residential Garbage Storage Area by the Owners Corporation or when the Strata Plan for *The Bay* was registered.

The location of the garbage room is shown on the Strata Plan.

Rules means Rules made by the Owners Corporation according to by-laws.

**Security Key** a key, magnetic card or other device or information used in *The Bay* to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Manager the person appointed by the Owners Corporation.

#### Interpreting the by-laws

- 2 Headings do not affect the interpretation of the by-laws.
- 3 In the by-laws a reference to:
  - 3.1 words that this by-law does not explain have the same meaning as they do in the Management Act;
  - 3.2 you means an Owner or Occupier of a Lot;
  - 3.3 by-laws means the by-laws under the Management Act which are in force for *The Bay*;
  - 3.4 a thing includes the whole or each part of it;
  - 3.5 a document includes any variation or replacement of it;
  - 3.6 a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of them;
  - a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
  - 3.8 a third party includes a person who is not an Owner,
  - 3.9 a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
  - 3.10 the singular includes the plural and vice versa.

#### About the by-laws

## Purpose of the by-laws

- The by-laws regulate the day-to-day management and operation of *The Bay*. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in *The Bay*.
- The by-laws are designed to maintain the quality of *The Bay*. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property,

#### Who must comply with the by-laws?

- 6 Owners and Occupiers of Lots must comply with the by-laws.
- 7 The Owners Corporation must comply with the by-laws.

# **Exclusive Use By-Laws**

## Purpose of the Exclusive Use By-Law

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws make Owners responsible for the Common Property, which they exclusively use or have the benefit of.

### Interpreting this By-law

In this By-law "you" means an Owner who has the benefit of an Exclusive Use By-Law.

## How to change an Exclusive Use By-Law

The Owners Corporation may amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of the Owner of each Lot which benefits from the Exclusive Use By-Law.

#### Occupiers may exercise rights

The Owner of each Lot which has the benefit of an Exclusive Use By-Law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, government agencies to comply with the obligations of the Owner under the Exclusive Use By-Law.

## Regular accounts for your costs

12 If you are required under an Exclusive Use By-Law to contribute toward the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The corporation may:

- 12.1 Include those amounts in notices for your administrative fund or sinking fund contributions;
- 12.2 Require you to pay those amounts in advance and quarterly (or for other periods reasonable determined by the Owners Corporation).

#### Repairing damage

The Owner of a Lot which has the benefit of an Exclusive Use By-Law must repair damage caused by exercising rights under the Exclusive Use By-Law to Common Property or the property of another Owner or Occupier.

#### **Indemnities**

The Owner of each Lot which has the benefit of an Exclusive Use By-Law indemnifies the Owners Corporation against all claims and liability caused by exercising rights under the Exclusive Use By-Law.

#### Additional insurances

In addition to their obligations under any specific Exclusive Use By-Law, the Owner of each Lot which has the benefit of an Exclusive Use By-Law must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of the exercise of the Owner's rights under the by-law.

## Your behaviour

## What are your general obligations?

- 16 You must not:
  - 16.1 make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
  - use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
  - 16.3 smoke cigarettes, cigars or pipes while you are on Common Property or in part of a Lot which is air conditioned or allow smoke from them to enter Common Property;
  - 16.4 dispose of or discard any items (including cigarette butts) over the edge of your balcony
  - 16.5 obstruct the legal use of Common Property by any person;
  - 16.6 place or leave a shopping trolley on the common property;
  - 16.7 do anything in The Bay which is illegal; or

do anything, which might damage the good reputation of the Owners Corporation, The Bay.

# Complying with the law

- 17 You must comply on time and at your cost with all laws relating to:
  - 17.1 your Lot;
  - 17.2 the use of your Lot; and
  - 17.3 Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

# You are responsible for others

# What are your obligations?

- 18 You must:
  - 18.1 take all reasonable actions to ensure your visitors comply with the by-laws;
  - make your visitors leave *The Bay* if they do not comply with the by-laws;
  - 18.3 take reasonable care about who you invite into *The Bay*; and
  - 18.4 if you are the Owner or Occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving *The Bay.*

You must not allow another person to do anything that you cannot do under the bylaws.

# Requirements it you lease your Lot

- 19 If you lease or licence your Lot, you must:
  - 19.1 provide you tenant or licensee with an up-to-date copy of the Bylaws;
  - ensure that your tenant or licensee and their visitors comply with the by-laws;
  - take all action available to you, including action under the lease or licence agreement, to make them comply or leave *The Bay*.

#### **Your Lot**

## What are your general obligations?

- 20 You must:
  - 20.1 keep your Lot clean and tidy and in good repair and condition;
  - 20.2 properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration);
  - 20.3 notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation. See by-law 91 for important information about increasing and paying for insurance premiums; and
  - 20.4 An Owner or Occupier shall not advertise or organise for short term accommodation or share accommodation in the building:
  - 20.5 at your expense, comply with all laws about your Lot including, without limitation, requirements of government agencies.

# When will you need consent from the Owners Corporation?

- 21 Subject to the by-laws, you must have consent from the Owners Corporation to:
  - 21.1 carry out Building Works in your Lot (see by-law 75 to 80 for more information);
  - 21.2 subject to your rights under the by-laws, keep anything in your Lot that is visible from outside the Lot and is not in keeping with the appearance of *The Bay*;
  - 21.3 store anything in your car space (other than a vehicle);
  - install bars, window tinting, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or *The Bay*;
  - 21.5 install an intruder alarm with an audible signal; or
  - 21.6 attach or hang an aerial or wires outside your Lot or *The Bay*.

#### Floor coverings

- You must keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.
- You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot that assist to

prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

#### Changing floor coverings

- The floor boards, installation and all products used shall comply with the relevant requirements for noise transmission set out in the Building Code of Australia and any Council regulations (whichever is the higher standard).
- If requested by the Owners Corporation, you must provide the Owners Corporation with an acoustic report signed by an accredited member of the Association of Australian Acoustical Consultants within 21 days of the request and pay all costs associated with the test. Should the test indicate an acoustic isolation worse than the standard set in by-law 24 you will have to pay for the complete removal of the hard floor and installation of carpet or a satisfactorily insulated hard floor.
- This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom which is located above a kitchen, laundry or bathroom.
- The Owners Corporation has the right to undertake an acoustic test and recover all associated costs from the Owner as a debt if it reasonably considers it to be necessary to undertake such testing.
- If necessary any Owner or Occupier that might be affected by the possible transmission of noise must, if requested, provide reasonable access to their Lot to enable the provision of any report required under this by-law.

#### Window coverings

- Window coverings (eg curtains, blinds and louvres) in your Lot must be a colour and design approved by the Owners Corporation.
- No shutters are to be installed on any window or door without Owners Corporation written approval.
- Prior to installing any curtains or window coverings, Owners and Occupiers must ensure that the installation of any curtain or window covering will not penetrate, or otherwise interfere with, pipes and services located within Common Property.
- Installation of any curtain and window covering must not be affixed to the ceiling without the prior consent of the Owners Corporation to ensure no penetration of pipes and services located within Common Property.
- Owners and Occupiers must not utilize screws exceeding 16 mm length when installing any curtain and window covering in that part of the Common Property being the recessed curtain pelmet area to ensure no penetration of pipes and services located within Common Property.

#### Cleaning windows

You must clean the glass in windows and doors of your Lot (even if they are Common Property). You do not, however, have to clean the glass in windows or doors that you cannot access safely or if the Owners Corporation resolves that it will keep the glass or specified part of the glass clean.

#### Sun Shades

You must have the consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in your Lot or on Common Property.

#### Rights of the Owners Corporation to clean windows.

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in *The Bay*. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under this bylaw for the period the Owners Corporation resolves to clean the glass.

#### The planter boxes

- The Lot Owners must maintain the planter boxes and ensure the plants contained in them are regularly watered, weeded, fertilised and replaced when they become diseased or die. The Lot Owners must also ensure that plant varieties in the planter boxes are suitable for the growing conditions available and the species used are reasonably consistent throughout as determined from time to time by the Owners Corporation.
- You must not interfere with, remove or damage any plants, structures, equipment or watering systems in the planter boxes.
- The owner of the lot is to maintain, renew, replace and repair the planter box waterproof membranes. The waterproof membrane to be installed shall comply with the Building Code of Australian and all relevant Australian Standards apply as at the date the membrane is repaired or replaced.
- The owner must repair promptly any damage caused or contributed to by any works carried out, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the Strata Scheme.
- The owner must indemnify the Owners Corporation against any liability or expense arising out of any works carried out, including any liability under Section 65(6) of the *Strata Schemes Management Act 1996* for damage caused to the property of the Owners Corporation or the property of the owner or occupier of another Lot in the strata scheme.

- If the owner fails to carry out his, her, or their obligations to carry out works in accordance with clause 45, the Owners Corporation shall be entitled to serve a written notice on the owner indicating that it, or its servants, agents or contractors, requires access to the owner's Lot to carry out works. That notice must specify the time and date for access to the Lot which is not less than five (5) business days after the date of the notice and must be sent to the owner at the strata roll address of that owner, or an email address for that owner which the owner has provided to the Owners Corporation for service of notices.
- 43 An owner sent a notice pursuant to clause 42 above must provide access to the Lot on the date and at the time nominated in the notice. The Owners Corporation shall be entitled to carry out the obligations upon which the owner and defaulted and recover the cost of doing so from the owner, or any person whom, after the work is carried out, becomes the owner of the lot. Such costs if not paid at the end of one month after becoming due and payable, shall bear until paid, simple interest at an annual rate of 10%, or such other rate as is provided from time to time in the Strata Schemes Management Regulation 2010, or any regulation that supersedes that Regulation. The Owners Corporation may recover from an owner as a debt, any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts. Any costs or expenses that are incurred by the Owners Corporation in seeking the recovery of amounts owing under this clause shall be a debt due and payable by the owner and recoverable as such by the Owners Corporation.

#### The Balcony of your apartment

- You may keep planter boxes, pot plants, landscaping and occasional furniture on the Balcony of your Lot only if:
  - 44.1 it is a type approved by the Owners Corporation;
  - 44.2 it is of a standard commensurate with the standard of *The Bay*;
  - 44.3 it will not (or is not likely to) cause damage; and
  - 44.4 it is not (or is not likely to become) dangerous;

You may also keep a portable barbeque according to by-laws 49.

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Lot that are not Common Property.

### Enclosing you balcony

Owners and Occupiers of Lots within *The Bay* are not permitted to enclose their balcony.

#### Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Lot or in an area that is visible from outside your Lot, including from the internal garden within the Scheme.

# Rights of the Owners Corporation to enter your Lot

In addition to its rights under by-law 24, the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are set out in the Strata Schemes Management Act 1996 or any successor act that might be in place from time to time.

# Storing and operating a portable barbeque

#### **Obligations of Owners and Occupiers**

- 49 You may store and operate a portable barbeque on the Balcony of your Lot if:
  - 49.1 it will not (or is not likely to) cause damage;
  - 49.2 it is not (or is not likely to become) dangerous;
  - 49.3 it is covered when you are not operating it; and
  - 49.4 it is kept clean and tidy.

#### Types of portable barbeques

- You may store and operate the following types of portable barbeques on the Balcony of your Lot:
  - 50.1 a covered kettle style portable barbeque;
  - 50.2 a covered gas or electric portable barbeque; and
  - any other type approved by the Owners Corporation.
- You may not store or operate a portable barbeque on the Balcony of your Lot if that portable barbeque has no cover.

## Keeping an animal Residential Lots

#### What animals may you keep?

- 52 Subject to this by-law, a Residential Owner or Occupier may keep:
  - 52.1 goldfish or other similar fish in an indoor aquarium; or
  - 52.2 one dog or cat;
  - 52.3 a guide dog if you need the dog because you are visually or hearing impaired.

#### When will you need consent?

You must have consent from the Owners Corporation to keep types or numbers of animals not approved under by-law 51.

# When will the Owners Corporation refuse consent?

- 54 The Owners Corporation will not give you consent to keep:
  - a dog that is vicious, aggressive, noisy or difficult to control;
  - 54.2 a dog that is not registered under the Companion Animals Act 1998; or
  - 54.3 a dangerous dog under the Companion Animals Act 1998 (NSW).

# Controlling your animal

You must ensure that any animal you keep under this by-law does not wander onto another Lot or Common Property. If it is necessary to take your animal onto Common Property (eg to transport it out of *The Bay*), you must restrain it (eg by leash or pet cage) and control it at all times.

#### Conditions for keeping an animal

- The Owners Corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the Owners Corporation has the right at any time to order you to remove your animal if:
  - 56.1 it becomes offensive, vicious, aggressive, noisy or a nuisance;
  - the animal is unreasonably disturbing other Owners and Occupiers;
  - 56.3 you do not comply with your obligations under this by-law;
  - you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
  - if you keep a dog, your dog is a dangerous dog or is not registered under the Companion Animals Act 1998 (NSW).

#### Your responsibilities

- 57 You are responsible:
  - 57.1 to other Owners and Occupiers and people using Common Property for:
    - 57.1.1 any noise your animal makes which causes unreasonable disturbance; and
    - 57.1.2 damage to or loss of property or injury to any person caused by your animal; and
  - 57.2 to clean up after your animal.

#### Your visitors

You must not allow your visitors to bring animals into *The Bay* unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

#### Erecting a sign

#### Signs in Apartments

You must not erect a sign in any other part of your Lot.

#### What are your obligations?

- You must not erect a sign (including without limit 'For Sale' or 'For Lease' signs:
  - 60.1 in your Lot that is visible from outside your Lot; or
  - 60.2 on Common Property.

#### **Fire Control**

## What are your obligations?

- You may keep flammable materials in your Lot only if you:
  - 61.1 use them in connection with the lawful use of your Lot; and
  - keep them in reasonable quantities according to the guidelines of government agencies.

You and the Owners Corporation must comply with laws about fire control.

## Restrictions about fire safety

62 You must not:

- 62.1 keep flammable materials on Common Property;
- 62.2 interfere with fire safety equipment;
- 62.3 obstruct fire stairs or fire escapes; or
- 62.4 keep flammable materials in your car space of your lot.

## **Apartment Entry Door Modifications**

- Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.
- Alterations or modifications to apartment entry doors, including peep holes require prior approval of the Owners Corporation.
- An Owner or Occupier must not remove a fire services tag from an apartment entry door.

#### False Fire Alarms

- A Owner shall be liable to compensate the Owners Corporation in respect of any false alarm charge where the false alarm is established to the satisfaction of the Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation, to have originated from a particular Lot, where that false alarm was triggered by negligence or carelessness by the Owner or Occupier or an invitee of an Occupier of that Lot. For the purpose of this clause, the Owners Corporation shall be entitled to assume that a false fire alarm occurred within a Lot if Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation advises that a false alarm occurred within a particular Lot.
- The Owners Corporation shall be entitled to levy a payment from an Owner of a Lot to compensate it for false fire alarm charges in accordance with this clause. The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

#### Moving in and out

#### Moving in and moving out

You must make arrangements with the Owners Corporation and the Building Manager at least 48 hours before you move in to or out of *The Bay*.

### What are your obligations?

When you take deliveries or move furniture or goods through *The Bay*, you must:

- 69.1 comply with the reasonable requirements of the Owners
  Corporation, including requirements to fit an apron cover to the
  Common Property lift(s);
- only do so within the permitted hours as determined by the Owners Corporation from time to time;
- 69.3 repair any damage you (or the person making the delivery) cause to Common Property; and
- 69.4 if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property or The Bay.

#### Rules

The Owners Corporation may make Rules to control the delivery of furniture and goods and, in particular, the use of the Common Property lifts by Owners and Occupiers.

## **Parking on Common Property**

## Visitor Parking

#### Right to Use

- 71 Visitors of the Owners and Occupiers of The Bay may use the visitor parking bays subject to the following:
  - 71.1 use is limited to 12 hours visitation in a continuous period; and
  - 71.2 visitors may not use visitors parking bays overnight without the written approval of the Executive Committee.

Owners and Occupiers of The Bay are not entitled to use the visitor parking bays.

## How to dispose of your garbage

#### **Making Rules**

The Owners Corporation may make Rules about the storage and removal of garbage from The Bay as long as the Rules.

## General obligations

[Number to be inserted once document settled] You must not deposit or leave garbage or recyclable materials:

- 72.1 on Common Property:
- 72.2 in an area of your Lot which is visible from outside your Lot; or

- 72.3 in your car space.
- 173 If you spill garbage on Common Property, you must immediately remove that rubbish and clean that pan of Common Property.
- 74 In the event of a breach of this by-law, the Owners Corporation may take such action as it reasonably considers necessary to remove the offending material and recover the cost of doing so from the owner, or any person whom, after the work is carried out, becomes the owner of the lot. Such costs if not paid at the end of one month after becoming due and payable, shall bear until paid, simple interest at an annual rate of 10%, or such other rate as is provided from time to time in the Strata Schemes Management Regulation 2010, or any regulation that supersedes that Regulation. The Owners Corporation may recover from an owner as a debt, any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts. Any costs or expenses that are incurred by the Owners Corporation in seeking the recovery of amounts owing under this clause shall be a debt due and payable by the owner and recoverable as such by the Owners Corporation.

# Garbage disposal and the Residential Garbage Storage Area

#### What are the obligations of Owners and Occupiers?

- 75 You must:
  - 75.1 place your household garbage in the bins provided in the Residential Garbage Storage Area;
  - drain and securely wrap your household garbage before you place it in the Residential Garbage Storage Area;
  - 75.3 leave your other garbage and recyclable materials in the area or receptacle in the Residential Garbage Storage Area designated by the Owners Corporation for that purpose;
  - 75.4 recycle your garbage according to instructions from the Owners Corporation and Council;
  - 75.5 drain and clean bottles and make sure they are not broken before you place them in the Residential Garbage Storage Area; and
  - 75.6 contact the Owners Corporation to remove (at your cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

#### Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

# **Carrying out Building Works**

## When do you need consent?

77 Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation consent may include conditions.

## When is consent not necessary?

- 78 You do not need consent from the Owners Corporation under this by-law to:
  - 78.1 alter or remove an Inter-Tenancy Wall according to by-laws 81 to 84; or
  - 78.2 carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

#### Procedures before you carry out Building Works

- 79 When you carry out Building Works, you must:
  - 79.1 obtain necessary consents from the Owners Corporation and government agencies;
  - 79.2 find out where service lines and pipes are located;
  - 79.3 obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
  - 79.4 if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

#### Procedures when you carry out Building Works

- 80 If you carry out Building Works, you must:
  - use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
  - 80.2 carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
  - 80.3 repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier;

- 80.4 comply with any conditions of the Owners Corporation attached to its approval; and
- 80.5 comply with any conditions of the Executive Committee attached to its approval.

#### Making arrangements with the Owners Corporation

- Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:
  - 81.1 arrange with the Owners Corporation a suitable time and means by which to access *The Bay* for purposes associated with those Building Works;
  - 81.2 comply with the reasonable requirements of the Owners
    Corporation about the time and means by which you must access
    The Bay; and
  - 81.3 ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access *The Bay*.

# Role of the Building Manager

The Owners Corporation may authorise the caretaker or Building Manager or both to review and make recommendations about applications for Building Works. The Owners Corporation may take those recommendations into account when it assesses an application.

#### Inter-Tenancy Walls

# When may you alter or remove an Inter-Tenancy Wall?

- You may alter or remove an Inter-Tenancy Wall if:
  - 83.1 you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the Owner of the adjoining Lot;
  - 83.2 it is not a structural wall;
  - 83.3 before you carry out the work, you provide the Owners
    Corporation with a certificate from a qualified structural engineer
    reasonably acceptable to the Owners Corporation that the wall is
    not a structural wall and that the proposed work and the method
    of carrying out the work will not adversely affect Common
    Property or other Lots (including services to those Lots); and
  - you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

# What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an Inter-Tenancy Wall.

## What are the conditions for carrying out the work?

- It is a condition of you altering or removing an Inter-Tenancy Wall that you:
  - 86.1 carry out the work in the method certified by the structural engineer;
  - if appropriate, comply with section 14 of the Strata Schemes (Freehold Development) Act 1973 NSW) and lodge any necessary building alteration plan with the Registrar-General;
  - 86.3 comply with by-laws; and
  - 86.4 acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

#### Licences

## Powers of the Owners Corporation

- In addition to its powers under the Management Act, the Owners
  Corporation has the power to grant licences to Owners and Occupiers to
  use parts of Common Property.
- The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

## What provisions may a licence include?

- Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:
  - 89.1 payments under the licence;
  - 89.2 the term of the licence;
  - 89.3 the permitted uses of the licensed areas;
  - 89.4 the maximum number of persons allowed in the licensed area;
  - 89.5 insurances the licensee must effect; and

89.6 cleaning and maintaining the licensed area.

### **Damage to Common Property**

### What are your obligations?

- 90 Subject to the by-laws, you must:
  - 90.1 use Common Property equipment only for its intended purpose;
  - 90.2 immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
  - 90.3 compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in *The Bay* on your behalf.

### When will you need consent from the Owners Corporation?

- 91 Subject to the by-laws, you must have consent from the Owners Corporation to:
  - 91.1 interfere with or damage Common Property;
  - 91.2 remove anything from Common Property that belongs to the Owners Corporation; or
  - 91.3 interfere with the operation of Common Property equipment.

### Insurance premiums

### Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

### Payments for increased premiums

93 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

### Security at The Bay

### Rights and obligations of the Owners Corporation

- 94 The Owners Corporation must take reasonable steps to:
  - 94.1 stop intruders coming into The Bay; and

94.2 prevent fires and other hazards.

### **Restricting access to Common Property**

- In addition to its powers under the Management Act and subject to this by-law, the Owners Corporation has the power to:
  - 95.1 close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
  - 95.2 restrict by Security Key your access to levels in *The Bay* where you do not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
  - 95.3 allow security personnel to use part of Common Property to operate or monitor security of *The Bay*. The Owners Corporation may exclude you from using these parts of Common Property;
  - 95.4 make an agreement with another party (eg the Building Manager) to exercise its functions under this by-law. The agreements may have provisions requiring Owners to pay the other party an administration fee.

### What are your obligations?

96 You must:

- 96.1 comply with the reasonable instructions of the Executive
  Committee and the Owners Corporation about Security Keys and,
  in particular instructions about re-coding and returning Security
  Keys;
- 96.2 Take all reasonable steps not to lose Security Keys:
- 96.3 not interfere with the security equipment;
- take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

### **Providing Owners and Occupiers with Security Keys**

97 The Owners Corporation or its Representative (The Building Manager) is responsible for providing Security Keys to The Bay. The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys.

### Locks and Devices

To ensure the structural integrity of the Building, no locks or devices are to be installed to any external window or external door assembly unless approved in writing by the original Building facade manufacturer, or in the event the original Building facade manufacturer is unavailable, a manufacturer nominated by the Executive Committee.

99 If an Owner or Occupier installs any lock or device in contravention of this by-law that Owner must keep the Owners Corporation indemnified from and against any claims, demands and liability which may arise in respect of damage to the Building, the Building facade and any Common Property.

### Exclusive use of Air Conditioning Units

### **Exclusive Use By-Law**

- This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.
- 101 By-laws 8 to 15 apply to this Exclusive Use By-Law.

### **Exclusive use rights**

- 102 The Owner of each Lot has:
  - 102.1 exclusive use of the Air Conditioning Units which exclusively service their Lot and the right of access over the Common Property to access all components of the air-conditioning services which exclusively service their Lot; and
  - the special privilege to connect to and use the Air Conditioning Units which exclusively service their Lot.

### Obligations of the Owner and Owners Corporation

The Owner of each Lot is responsible for the repair, maintenance and replacement of the Air Conditioning Unit and condenser unit that exclusively services that Owner's individual Lot and must not alter the location of the Air Conditioning Unit and condenser unit without the prior consent of the Owners Corporation.

- Damage to the Common Property adjacent to the Air Conditioning Unit and condenser unit caused directly by an Owner or Occupier must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- The Owner of a Lot may allow any Occupier of a Lot to exercise the exclusive use and special privilege rights of the Owner under this bylaw.
- The Owner remains liable under these by-laws for all obligations under this by-law.
- The Owner of a Lot must keep the Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the rights conferred by this by-law.

- The Owners of the Lots are responsible for the costs incurred under this by-law.
- The Air Conditioning Unit must comply with the requirements of Protection of the Environmental Operations (Noise Control) Regulations 2008 at the Lot Owner's cost and shall not:
  - 108.1 Emit noise that is audible within a habitable room in any other residential property (regardless of whether any door or window to that room is open):
    - 108.1.1 Before 8:00 am and after 10:00 pm on any Saturday, Sunday or public holiday; or
    - 108.1.2 Before 7:00 am or after 10:00 pm on any other day; or
  - 108.2 Emit a sound pressure level when measured at the boundary of any other residential property, at a time other than those specified in 138.1.1 and 138.1.2 above, which exceeds the background (LA90, 15 minutes) by more than 5db(A). The source noise level must be measured as a LAeq 15 minute.

### Intercom System

### Residential intercom system

The Owner of a Lot is responsible for the maintenance, repair and replacement of that part of the Building intercom system located within that part of the Lot comprising the apartment.

### Communal Gardens

### Communal garden

The communal garden area and associated facilities may be used by an Owner or Occupier pursuant to the terms and conditions of this by-law.

### Obligations on owners

- An Owner or Occupier shall not use the area or associated equipment of facilities provided between the hours of 10:00 pm to 8:00 am, without the prior written approval of the Owners Corporation.
- An Owner or Occupier must not create or allow any noise or other disturbances to be created which is likely to interfere with the peaceful enjoyment of the owners or occupiers in the strata scheme.
- An Owner or Occupier must book in the use of the communal garden area for any events or social gatherings (which include more than six (6) people) and require the exclusive use of the area by providing at least 5

business days' notice to the Building Manager. A fee of \$220 must be paid to the Owners Corporation in advance to cover the cleaning and a bond may be required as set by the Owners Corporation from time to time.

- An Owner or Occupier shall ensure that their invitees do not use the area unless another Owner or Occupier accompanies them.
- The Executive Committee and Owners Corporation may make Rules as to what use the area may be used, alcohol policy and make a determination on the maximum number of invitees of any one Owner or Occupier to be permitted to use the area equipment or facilities at any one time.
- The holding of any function will be subject to any Rules made by the Executive Committee or Owners Corporation from time to time.
- The Owner and Occupier is responsible for any damage caused to Common Property from the holding of a function and must leave the area clean after use and remove any items and garbage.

### **Parking Barriers**

### **Exclusive Use By-Law**

- 118 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.
- 119 By-laws 8 to 15 apply to this Exclusive Use By-Law.

### Special Privilege

- The Owner and Occupier of each Lot has special privilege to do the following in connection with the Lot:
  - 120.1 install parking barriers on their car space forming part of the Lot;
  - 120.2 carry out works associated with installing parking barriers on the car space forming part of a Lot the subject of this by-law and the relevant parts of the Common Property adjacent to the Lot;
  - 120.3 access all relevant parts of the Common Property to carry out the works; and
  - make alterations to, and penetrations into, the Common Property necessary to carry out the work.

### Exclusive use rights

121 The Owner of each Lot has:

121.1 exclusive use of that part of the Common Property to whichat parking barrier is attached pursuant to by-law 120 above.

### Obligations of the Owner and Owners Corporation

- The Owner of each Lot is responsible for the repair, maintenance, operation and replacement of the parking barrier installed.
- The Owner is responsible for the proper maintenance, and keeping in a state of good and serviceable repair, the Common Property to which the remote controlled parking barriers are attached.
- The Owner must keep the remote controlled parking barriers the subject of this by-law clean and in good repair and condition.
- The remote controlled parking barriers the subject of this by-law must be of a type and colour consented to by the Executive Committee. Only remote controlled parking barriers will be approved by the Executive Committee.
- 126 The Owner must comply with the following conditions when carrying out the Works:
  - 126.1 comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
  - 126.2 ensure the works are carried out in a proper and workmanlike manner;
  - ensure the works do not interfere with any service lines in the Building;
  - 126.4 use only qualified and where appropriate, licensed tradesmen;
  - 126.5 ensure the works are carried out without undue delay;
  - 126.6 ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - 126.7 cause as little disturbance as is practicable to other owners and occupiers;
  - ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
  - ensure no damage is caused to the property of any other owner or occupier, or if damage is caused, immediately make good.
- Any Owner who has exercised the right in to erect a parking barrier must comply with the following conditions if that Owner proposes to sell their Lot:

- 127.1 comply with any notice issued by the Executive Committee requiring repair or maintenance work to be done to the remote controlled parking barrier; and
- 127.2 comply with the requirement of all relevant Authorities and the consents from the relevant Authorities relating to the remote controlled parking barrier on that Owner's Lot.

### **Consent of the Executive Committee**

- In order to obtain the consent of the Executive Committee to any remote controlled parking barrier the subject of this by-law, an Owner seeking consent must make an application in writing to the Executive Committee which application must be accompanied by:
  - details of the proposed parking barriers (including brand, size and colour);
  - 128.2 a plan showing the proposed location of the remote controlled parking barrier; and
  - evidence that the installation of the remote controlled parking barrier will not impact on any service lines in the Building.
- The Executive Committee may grant or withhold its consent to an application by an Owner made under this by-law in the absolute discretion of the Executive Committee.
- The Executive Committee may not withhold its consent to an application by an Owner made under this by-law to the installation of the following remote controlled parking barrier:
  - 130.1 That's My Spot Automatic (Remote Controlled) Parking Lock & Parking Barrier Long Rocker TMS-APL2.

### **Shopping Trolleys**

- An owner or occupier must not bring a shopping trolley onto any part of the Common Property or onto any Lot.
  - 131.1 If necessary that Owner or Occupier not complying will immediately reimburse the owners corporation for all costs associated with:
    - 1. the removal of the shopping trolley,
    - 2. any fines or expenses,
    - any damage to any area of the common property,
    - 4. all cleaning or tidying expenses,

 and all other costs incurred by the owners corporation related to the shopping trolley being on common property.

### Access for inspection of fire services

### **Duties of Owners**

- In relation to the Owners Corporations' responsibility to obtain Annual Fire Safety Statements pursuant to the *Environmental, Planning and Assessment Act, 1979* and section 65(1) of the Management Act the Owner of a Lot is responsible for ensuring:
  - that where necessary the Owners Corporation or its Agents have reasonable access to the Owners' Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
  - the Occupants of the Lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

### **Duties of the Owners Corporation**

The Owners Corporation or their Agents must provide the Occupants of the Lot with a minimum of five (5) days' notice that access to the Lot is required for the purposes described in by-law 132.

#### Indemnity

- The Owner and an Occupier of a Lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the Lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the Occupant or the failure of the Owner to fulfil their obligations as provided in by-law 132;
- The Owner of a Lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the Lot that is essential for the Annual Fire Safety Statement to be issued.

### Right to Remedy Default

- 136 If an Owner or occupier of a Lot fails to comply with this by-law, then the Owners Corporation may:
  - 136.1 carry out all work necessary to perform the obligation;
  - enter upon any part of the parcel to carry out that work; and
  - recover the costs of carrying out that work as a debt from the Owner of the Lot by way of a levy charged to the Lot.

### Rules

### **Powers of the Owners Corporation**

- 137 In addition to its powers under the *Strata Schemes Management Act*1996, the Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of *The Bay*and, in particular, the use of Common Property.
- The Owners Corporation may add to or change the Rules at any time.

### What are your obligations?

139 You must comply with the Rules.

### What if a rule is inconsistent with the by-laws?

140 If a rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

### How are consents given?

### Who may give consent?

- Unless a by-law states otherwise, consents under the by-laws may be given by:
  - 141.1 the Owners Corporation at a general meeting; or
  - the Executive Committee at a meeting of the Executive Committee.

### Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

#### Can consent be revoked?

- The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:
  - 143.1 conditions made by them when they gave you consent; or
  - the by-law under which they gave you consent.

### Failure to Comply with by-laws

### **Powers of the Owners Corporation**

The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

### What can the Owners Corporation do?

- The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.
- The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:
  - 146.1 give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
  - pay the Owners Corporation for its costs for doing the work.
- The Owners Corporation may recover any money you owe it under the bylaws as a debt.
- The rights of the Owners Corporation under the by-laws are in addition to those that it has under the *Strata Schemes Management Act 1996*.

### Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

### Storage Spaces

The Owners of Lots to which a storage space or the like forms part is responsible for the maintenance, repair and replacement of any part of such storage space or bike locker including without limit, gates, cages and the like. In the event that the storage space associated with a lot is surrounded by a cage or the like that does not fully extend to the ceiling of the car park and does not have a roof, the Owner of that space is

entitled to, at their cost, either install a roof to that storage cage or extend the cage to the ceiling of the carpark on the following conditions:

- 150.1 All costs and risks associated with this upgrade, including ongoing maintenance are at the cost of the Owner;
- The roof or extension of the cage must be of the same material of the pre-existing cage;
- The roof or extension of the cage must not interfere in anyway to services that run above the storage cage;
- 150.4 The roof or extension of the cage must be capable of being easily removed to allow access, if required, to any services running above the storage cage.
- 151 Car Space Security Cages The Owners of Lots to which a car space security cage or the like forms part is responsible for the maintenance, repair and replacement of any part of such storage space or bike locker including without limit, gates, cages and the like.

### Service of Notices by the Owners Corporation by Electronic Means

- 152 In this by-law "Electronic Means" includes email, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).
- 153 In addition to the methods of service of notices specified in section 236(4) of the Management Act the Owners Corporation may, pursuant to section 236(4)(e) of the Management Act, serve notices, minutes, levies notices and/or reminders and other general correspondence on the owners within the strata scheme by Electronic Means.
- 154 Where an Owner of a Lot has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the Owner must within seven (7) days notify and supply the Owners Corporation with any changes to the information they have previously supplied.
- 155 Where the Owners Corporation has complied with the terms and conditions of this by-law and the Owner of a Lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to by-law 154, then the Owners Corporation cannot be held liable for the failure to receive the notice.
- 156 In the event an Owner of a Lot receives a notice from the Owners Corporation via email and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

### **Notice Board**

157 The Owners Corporation will maintain a notice board on Common Property.

### **Occupancy Limit**

158 No more than two Adult Persons shall occupy any bedroom. No bedroom shall contain more than two beds (other than children's beds, cots or bassinets). No Lot shall be occupied by more Adult Persons than twice the number of bedrooms in that Lot. For the purposes of this by-law "bedroom" means a room that was approved as a bedroom by the Council in the original approved Development Application and any approved amendments prior to registration of the Strata Plan.

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Date:

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO. 91188 is affixed



[Signature]

[Signature]

Jolly Duong

[Name of signatory]

[Name of signatory]

..........

Strata Manager

[Position of signatory]

[Position of signatory]

being the persons authorised by section 273 of the *Strata Schemes Management Act 2015 (NSW)* to attest the affixing of the common seal.

### **Approved Form 10**

### Certificate re Initial Period

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

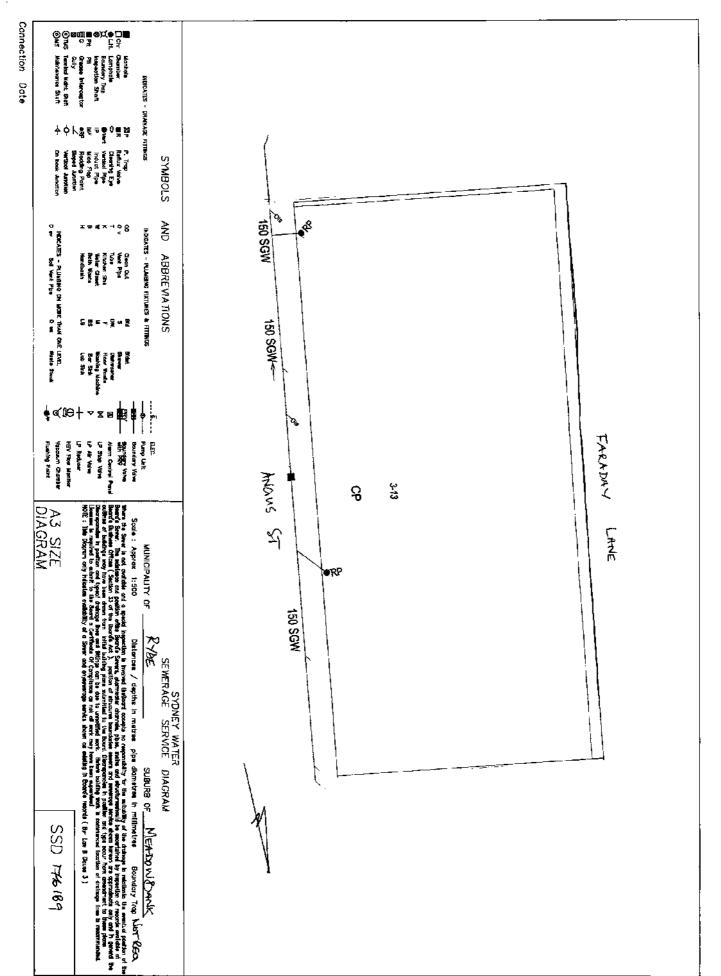
\*that the initial period has expired.

\*the eriginal preprieter ewns all of the lets in the strata echeme and any purchaser under anexchanged contract for the purchase of a let in the scheme has concented to any plan or dealingbeing ledged with this certificate.

The seal of The Owners - Stra	ata Plan No .91.1	88. was affixed on ^	7.December 2020	in the / 4 A/
presence of the following pers	son(s) authorised	by section 273 Strata	Schemes Manager	ment Act 2015 to
attest the affixing of the seal.				We at
Signature:	Name:	Jolly Duong	Authority:	Strata Manager
Signature:	Name:		Authority:	
^ Insert appropriate date * Strike through if inapplicable				

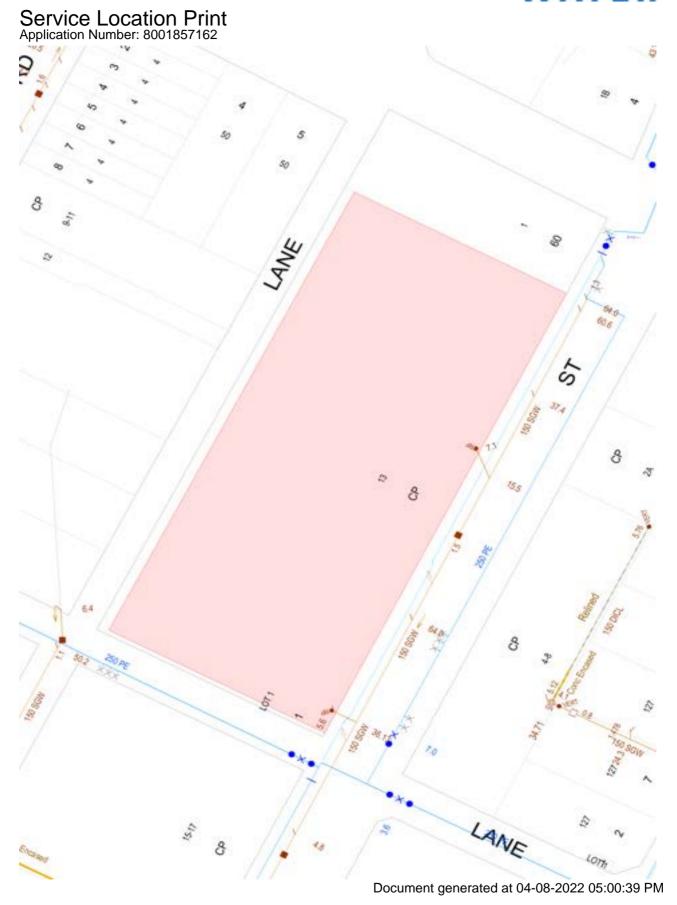
Text below this line is part of the instructions and should not be reproduced as part of a final document.

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



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.

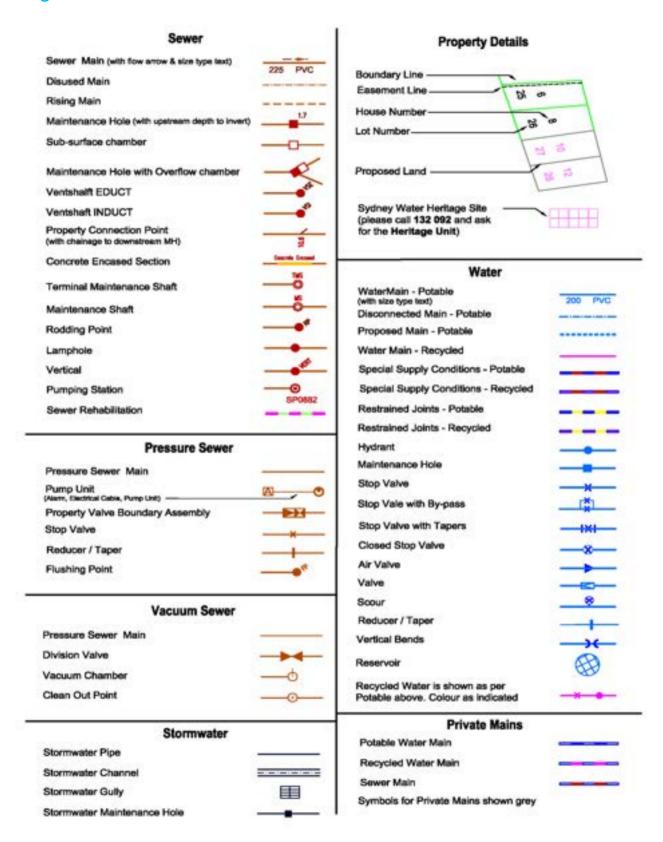






### **Asset Information**

### Legend





### Pipe Types

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

### **Further Information**

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

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)



Customer Service Centre
1 Pope Street, Ryde NSW 2112
(Within Top Ryde City shopping centre)

Phone (02) 9952 8222 Fax (02) 9952 8070

Email cityofryde@ryde.nsw.gov.au

Post Locked Bag 2069, North Ryde NSW 1670 ABN 81 621 292 610

www.ryde.nsw.gov.au

Sunfield Chambers Solicitors 2202/31 Market Street SYDNEY NSW 2000 Issue Date: 30 October 2023 Certificate No: PLN2023/4866 Your Ref: cl000446

### PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 1307/13 Angas St MEADOWBANK NSW 2114

**Legal Description:** Lot 32 SP 91188

Property Reference: 548525 Land Reference: 56467

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

### 1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

### a) LOCAL ENVIRONMENTAL PLANS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

### c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

Sydney Harbour Foreshores and Waterways Area Development Control Plan

The property is under the Sydney Harbour Foreshores and Waterways Area Development Control Plan (DCP) which has been prepared to support Chapter 10 of the State Environmental Planning Policy (Biodiversity and Conservation) 2021. The DCP provides detailed design guidelines for development and criteria for natural resource protection for the area identified as Foreshores and Waterways area.

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

### e) STATE ENVIRONMENTAL PLANNING POLICIES

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.

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State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

# f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.

**Note**: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

### 2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

## (a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014 Ryde Local Environmental Plan 2014 - Zone MU1 - Mixed Use

### 1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure employment and educational activities within the Macquarie University campus are integrated with other businesses and activities.
- To promote strong links between Macquarie University and research institutions and businesses in the Macquarie Park corridor.

### 2 Permitted without consent

Home occupations

### 3 Permitted with consent

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

### 4 Prohibited

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Agriculture; Air transport facilities; Animal boarding or training establishments; Camping grounds; Caravan parks; Depots; Eco-tourist facilities; Farm buildings; General industries; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Industrial training facilities; Resource recovery facilities; Sewerage systems; Sex services premises; Signage; Vehicle body repair workshops; Waste disposal facilities; Water supply systems.

## (b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY NIL

## (c) ADDITIONAL PERMITTED USES APPLY TO THE LAND NIL

### (d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016

No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

### (f) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

### (g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

### OTHER PRESCRIBED INFORMATION

### 3. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land:

- City of Ryde Section 7.11 Development Contributions Plan 2020.
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

### The name of the area if the land is in a special contributions area:

NIL

### 4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code do not apply to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008.

### 5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and City of Ryde

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Structures Exempt Development Code do apply to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy* (Exempt and Complying Development Codes) 2008 determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008.

### 6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether Council is aware that-
  - (a) an affected building notice is in force in relation to the land, or

NO

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

NO

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

NO

(2) In this section:

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.

### 7. LAND RESERVED FOR ACQUISITION

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

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

### 8. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:

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

### 9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls –NO

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- (2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls –NO
- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

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

- (i) landslip NO
- (ii) bush fire NO
- (iii) tidal inundation NO
- (iv) subsidence NO
- (v) acid sulphate soil YES
- (vi) contamination NO
- (vii) aircraft noise NO
- (viii) salinity NO
- (ix) coastal hazards NO
- (x) sea level rise NO
- (xi) any other risk (other than flooding) NO

**Note**: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

**Adopted policy** means a policy adopted by the council, or by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

### 11. BUSH FIRE PRONE LAND

Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

### 12. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

### 13. MINE SUBSIDENCE

The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

### 14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that—
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot. NIL

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- (2) The date of a subdivision order that applies to the land. NIL
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

**Note**: City of Ryde does not hold any paper subdivision within the meaning of this section.

### 15. PROPERTY VEGETATION PLANS

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

### 16. BIODIVERSITY STEWARDSHIP SITES

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

**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*.

### 17. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act* 2016.

**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.

### 18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

NO

## 19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

**Note**. Existing coastal protection works has the same meaning as in the *Local Government Act* 1993, section 553B. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

### 20. WESTERN SYDNEY AEROTROPOLIS

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

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

NO

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### 21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the State Environmental Planning Policy (Housing) 2021, Section 88(2), Chapter 3, Part 5.

## 22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) There is no current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.
- (2) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Housing) 2021, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.
- (3) There are no conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Housing) 2009, clause 17(1) or 38(1).

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

**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) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.
- **Note.** (i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.
- (ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

**Note**: The information in this certificate is current as of the date of the certificate.

Mel Fyfe

Acting Executive Officer City Places

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### Appendix 1 - Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments				
To be complying development for the purposes of any environmental purposes of any environmental purposes of any environmental purposes.	planning instrument, the			
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i> ) (See 1.17A(1)(c))	NO			
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO			
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO			
1.18 General requirements for complying development under this Police	су			
To be complying development for the purposes of this Policy, the developm	ent must:			
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO			

### Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental	planning instruments
To be complying development for the purposes of any environmental purposes of any environmental purposes of any environmental purposes.	planning instrument, the
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i> ) (See 1.17A(1)(c))	NO

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be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Poli	су
To be complying development for the purposes of this Policy, the development	nent must:
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO
1.19 Land on which complying development may not be carried out	l
To be complying development specified for the Housing Code, Low Rise and Industrial and Business Building Code the development must not be careful.	
Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)).	NO
However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).	
Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))	NO
Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))	NO
Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997 (see 1.19(1)(c1) and 1.19(5)(d))	NO
Land identified by an environmental planning instrument as being: (i) within a buffer area, or (ii) within a river front area, or (iii) within an ecologically sensitive area, or (iv) environmentally sensitive land, or (v) within a protected area. (See 1.19(1)(e) and 1.19(5)(f))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property

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Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:  (i) a coastline hazard, or  (ii) a coastal hazard, or  (iii) a coastal erosion hazard.  (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

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### **Appendix 2 – Exempt Development**

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)-(d), exempt development **may not** be carried out on land under the Policy.

1.16 (1) (b1)-(d) General requirements for exempt development					
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:					
a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> or declared critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i> , and	NO				
or is part of, a wilderness area (within the meaning of <i>Wilderness Act</i> 1987), and	NO				
or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> , or that is subject to an interim heritage order under that Act, and	NO				
described or otherwise identified on a map specified in Schedule 4.	NO				

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Our Ref: CL000446

2 November 2023

Strata Sense Suite 903, 418a Elizabeth Street SURRY HILLS NSW 2010

By email:

Dear Sir/Madam

Xie Sale

Property: Apartment 1307, 13 Angas Street, Meadowbank being Lot 132 in SP91188

We act on behalf of Hong Xie in the sale of the above property.

The Purchasers, or a representative on their behalf, are hereby authorised to conduct an inspection of all Owners Corporation records which relate to the above property.

Yours faithfully **Sunfield Chambers Solicitors & Associates** 

Amy Zhu

Senior Licensed Conveyancer amy.zhu@schambers.com.au