

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Morton Pymont Suite 5, 10 Wharf Crescent Pymont NSW 2009	Ph: 1300 858 221 E: info@morton.com.au
co-agent		
vendor	HUI GUO & ALEKSEI FELTIN	
vendor's solicitor	Alice Yang & Associates Solicitors Suite 208/431-439 Sussex Street, Sydney NSW 2000 (DX 188819 Sydney Downtown)	PH: 02 9280 2169 F: 02 9280 2149 E: aysolicitor1@gmail.com
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	9/17 Quarry Master Drive, Pymont NSW Lot 60 in Strata Plan 62121	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

buyer's agent

_____ vendor	GST AMOUNT (optional) The price includes GST of: \$	_____ witness
_____ purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	_____ witness

Choices

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

31 Foreign Resident Capital Gains Withholding

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

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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CONDITIONS OF SALE BY AUCTION

If the *property* is or is intended to be sold at auction:

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

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

Additional clauses forming part of this contract

Dated:

between:

(*vendor*)

and:

(*purchaser*)

30 Alterations to printed form

- 30.1 Clause 16.8 is deleted.
- 30.2 Clause 7.1.1 is amended by replacing "5%" with "1%".
- 30.3 Clause 14.4.2 to Delete
- 30.4 The words "plus another 20% of that fee" are deleted from Clause 16.5.
- 30.5 "By reasonable notice" & "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee" are deleted from Clause 16.12.
- 30.6 Clause 16.11.3 is amended by replacing "vendor's solicitor's address" with "vendor's solicitor's address or vendor's solicitor's nominee address".
- 30.7 Add to Clause 16.13 the words " If the purchaser requests completion at a venue for the purpose of stamping documents at settlement, the purchase must allow in addition to any other amount allowed by this clause, a further \$50.00 as the Vendor's Solicitor's additional costs".
- 30.8 Add to Clause 4.1 the words "If the purchaser does not, it must allow an adjustment of \$110.00 in favour of the Vendor on completion as the vendor's additional costs of obtaining execution of the Transfer on an urgency basis".
- 30.9 Clause 23.6- Delete and replace with "If a contribution is not a regular periodic contribution (Special Levy) and its not disclosed in this contract he parties must adjust the Special Levy pursuant to clause 14.1 on a daily basis for the period of time that the Special Levy relates to or if the Special Levy does not relate to a period of time then the Special Levy should be adjustment to the same months, quarter or period of time of the regular periodic contribution current at the date of the Special Levy. Purchaser is liable for all the special contributions due after the contract date.
- 30.10 In Clause 23.13 , delete the word "Vendor" and replace with the word " purchaser".
- 30.11 Clause 23.14 is deleted.
- 30.12 Clause 24.3.3 of this contract is deleted.
- 30.10 Clause 29 of this contract is deleted.

31 Real Estate Agents

The purchaser warrants that they were not introduced to the *property* or the vendor by or through the medium of any real estate agent or any employee of any real estate agent or any other person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser agrees that they will at all times indemnify and keep indemnity the vendor from and against any claim whatever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

32 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

Should the Vendor be required to serve Notice to Complete the Purchaser must allow an adjustment of \$220.00 in favour of the Vendor on completion as the vendor's additional costs and service fees.

33 Condition of *property*

The purchaser acknowledges and accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard. The purchaser enters into this contract as a result of the purchaser's own enquires and inspections. The vendor shall not be responsible for any loss, damage to, mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the date of the contract.

34 Capacity

34.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

34.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

34.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

34.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

35 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 12% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

36 Settlement Venue & Settlement Re-arrange

If the purchaser requires settlement at an alternate venue than as specified by the vendor the purchaser must pay \$165.00 settlement fee for attendance by the vendor's solicitor or agent.

If the vendor need to re-arrange settlement due to no fault of the vendor, the purchaser must pay an additional \$110.00 for each cancellation and re-arrange settlement to the vendor solicitor to cover the legal cost, time and other expensive. This amount is to be paid by cheque only.

37 GST

The purchaser warrants that the *property* will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

38. Release of Deposit

The parties agree that the deposit (or such part as shall be required by the Vendor) shall be released to the Vendor or the Vendor's Solicitor to enable payment of a deposit or stamp duty on an alternate purchase by the Vendor.

39. Guarantee and Indemnity

The Officers or persons who sign this Contract on behalf of the Purchase company jointly and severally guarantee all obligations of the Purchase under this Contract including the payment of the purchase price and as a separate covenant they jointly and severally indemnify the Vendor in respect of any default of the Purchaser under this Contract. This Guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any compromise release or variation of the terms of this Contract between the Vendor and the Purchaser.

40. Deposit

In the event that the Purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and in the event that the Vendor becomes entitled to forfeit the deposit in accordance with the Clause 9 hereof the Vendor shall be entitled in addition to such forfeiture and in addition to any other rights on the part of the Vendor herein contained or otherwise to recover from the Purchaser as a liquidated debt an amount being the difference between the Deposit and 10% of the purchase price and the provision of this special condition shall not merge upon completion thereof.

41. Warning: Smoke Alarms

The owners of certain types of buildings and strata lot must have smoke alarms (or in certain case 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.

42. Requisitions on Title

The purchaser agrees that the only objection or requisitions on title that the purchaser may make under clause 5 are the Standard Requisitions. The purchaser is deemed to have made the Standard Requisitions and the vendor is deemed to have made the Standard Replies. Nothing in this clause prevents the vendor from amending the Standard Replies prior to completion.

43. FIRB

The purchaser warrants that it is not prohibited by the Foreign Acquisition & Takeover Act 1975 from acquiring the property and that they have obtained if required any necessary approval from the Foreign Investment Review Board to purchase the property and if the purchaser breaches this warranty the purchaser shall

indemnity and compensate the vendor of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence.

44. Adjustments

The parties agree to adjust all usual outgoings and all amount under the contract on settlement. However, if any amount incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after the settlement. This clause shall not merge on completion.

45. Existing tenancies

In the event that the property is sold with existing tenant, the vendor does not warrant that the tenant will continue to remain in the property on or after the completion. If the lease has expired and the purchaser requires vacant possession at settlement, the purchaser must advise the vendor in writing, within three (3) days after the contract exchanged date; if the purchaser does not serve a written notice to the vendor in accordance with this clause, the purchaser must accept the tenancy at settlement.

46. Swimming pool

If there is swimming pool in the property, the purchaser acknowledge that it might not fully comply with the Swimming Pool Act 1992 (as amended) and will not raise any notice claim, objection or requisition to such non-compliance nor be entitled to rescind or terminate the contract and accept the property and the swimming pool in its present condition.

COOLING-OFF CERTIFICATE

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) 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 known as

_____ as vendor
to

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Amendment Act 2004.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

Requisitions

1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:-
 - (a) Family Provision Act 1982 (NSW Statute)?
 - (b) Property (Relationships) Act 1984 (NSW Statute)?
 - (c) Family Law Act 1975 (Commonwealth Statute)?If so, please advise full details.
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instruments in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.
8. If the Vendor is a company, are any of its officers aware of:-
 - (a) a resolution having been passed to wind up the company?
 - (b) a summons having been filed to wind up the company?
 - (c) the appointment of a receiver over the company's assets and property?
 - (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?
 - (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?
 - (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?
9. If the sale of the property is subject to an existing tenancy:-
 - (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.
 - (b) Has there been any breach of the lease in which case such breach must be remedied before completion.
 - (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.
 - (d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.
 - (e) (IF applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.
 - (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3, 24.4.4 on or before completion.
10. If the lot is sold "off-the-plan":-
 - (a) The Vendor must provide the Purchaser before completion with:-
 - (i) an Occupation Certification (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.
 - (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.

- (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.
 - (iv) evidence that a final Fire Safety Certificate has been issued for the building.
- (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.
 - (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?
 - (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?
 - (e) The Vendor must comply with Clause 28 before completion.
11. If the Vendor is an executor and/or trustee:-
 - (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.
 - (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?
 - (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.
 - (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.
 12. If the Transfer will be signed under Power of Attorney:-
 - (a) Please produce before completion a copy of the registered Power of Attorney, and
 - (b) Please provide written evidence of its non-revocation.
 13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?
 14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 – 23.7 inclusive and the Vendor must comply with Clause 16.6
 15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details.
 16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?
 17. Are there any outstanding notices issued under:-
 - (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or
 - (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?
 18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.
 19.
 - (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measure carried out every 12 months as the Regulation requires, to the Vendor's knowledge?
 - (b) Does the owners corporations submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide a documentary evidence of such compliance?
 - (c) Have any fire safety measure been installed in the lot, for example, smoke detectors?
 20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?
 21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice relates to noise problems in the lot or in any adjoining lots?
 22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.
 23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.
 24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.
 25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act/ if so, please advise details.
 26. Has any order been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.
 27. If a Swimming Pool is included in the parcel:-
 - (a) Was its construction approved by the local Council? Please furnish a copy of such approval.
 - (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?
 28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?

29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel?
 - (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion.
 - (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?
32. In relation to the by-laws of the Owners Corporation:-
 - (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes.
 - (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:-
 - (a) Annual General Meeting of the Owners Corporation.
 - (b) (If applicable) Extraordinary General Meeting of the Owners Corporation.
 - (c) Meeting of the Executive Committee.
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.

STANDARD REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

- 1) Noted
- 2) Noted
- 3) Noted
- 4) Not that the vendor is aware
- 5) (a) Not that the vendor is aware
(b) Not that the vendor is aware
(c) Not that the vendor is aware
- 6) Noted
- 7) Noted
- 8) Not applicable
- 9) Not applicable
- 10) Not applicable
- 11) Not applicable
- 12) Not applicable
- 13) Not that the vendor is aware
- 14) The usual adjustments will be made in accordance with the Contract
- 15) Other than as disclosed in the Contract, not that the vendor is aware
- 16) Other than as disclosed in the Contract, not that the vendor is aware
- 17) (a) No, so far as the vendor is aware
(b) No, so far as the vendor is aware
- 18) Not that the vendor is aware
- 19) (a) – (b) The purchaser should make their own enquiry.
(c) Yes
- 20) The purchaser should make their own enquiry
- 21) No, so far as the vendor is aware and the purchaser should make their own enquiry
- 22) No, so far as the vendor is aware
- 23) No, so far as the vendor is aware and the purchaser should make their own enquiry
- 24) No, so far as the vendor is aware and the purchaser should make their own enquiry
- 25) Not that the vendor is aware
- 26) Not that the vendor is aware
- 27) Not applicable
- 28) No
- 29) No, so far as the vendor is aware and the purchaser should make their own enquiry
- 30) Not that the vendor is aware
- 31) No, so far as the vendor is aware and the purchaser should make their own enquiry
- 32) (a) No, so far as the vendor is aware and the purchaser should make their own enquiry
(b) Yes
- 33) The purchaser should make their own enquiry
- 34) No, so far as the vendor is aware and the purchaser should make their own enquiry
- 35) Not that the vendor is aware
- 36) Refer to the Section 109 Certificate
- 37) The purchaser should make their own enquiry
- 38) Not allowed
- 39) Noted



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 60/SP62121

SEARCH DATE	TIME	EDITION NO	DATE
18/11/2020	5:22 PM	6	8/9/2018

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

LAND

LOT 60 IN STRATA PLAN 62121
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

HUI GUO
ALEKSEI FELTIN
AS JOINT TENANTS

(T AI162878)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP61725
- 2 SP61725 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 1 IN THE SEC. 88B INSTRUMENT
- 3 SP62121 RESTRICTION(S) ON THE USE OF LAND
- 4 AM426984 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1148520

PRINTED ON 18/11/2020

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



FOLIO: CP/SP61725

SEARCH DATE	TIME	EDITION NO	DATE
18/11/2020	5:22 PM	21	6/2/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 61725
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP61725

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 61725
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WHELAN PROPERTY GROUP PTY LTD
PO BOX 75
STRAWBERRY HILLS NSW 2012

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 34
- SP61725 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 2 IN THE SEC. 88B INSTRUMENT
- SP62121 THE DEVELOPMENT SCHEME HAS NOW CONCLUDED
- AM523276 INITIAL PERIOD EXPIRED
- AP883896 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5000)

STRATA PLAN 61725

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	60	2	42	3	42	4	79
5	42	6	59	7	56	8	73
9	64	10	65	11	58	12	59
13	61	14	65	15	73	16	73
17	66	18	127	19	SP65131	20	102
21	SP65131	22	64	23	60	24	44
25	62	26	48	27	49	28	49
29	64	30	68	31	72	32	66
33	179	34	SP62121				

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT

SP62121

LOT No	U.E.
1	60
2	42
3	42
4	79
5	42
6	59
7	56
8	73
9	64
10	65
11	58
12	59
13	61
14	65
15	73
16	73
17	66
18	127
19	100
20	102

SP 61725

LOT No	U.E.
21	125
22	64
23	60
24	44
25	62
26	48
27	49
28	49
29	64
30	68
31	72
32	66
33	179
35	42
36	45
37	83
38	74
39	62
40	64
41	66

SP 61725

LOT No	U.E.
42	66
43	65
44	66
45	158
46	83
47	121
48	132
49	138
50	124
51	127
52	69
53	67
54	72
55	65
56	75
57	69
58	74
59	77
60	127
61	160

LOT No	U.E.
62	132
63	107
64	74

AGG. 5,000



Reduction Ratio 1: Lengths are in metres

Bobbe

ML

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

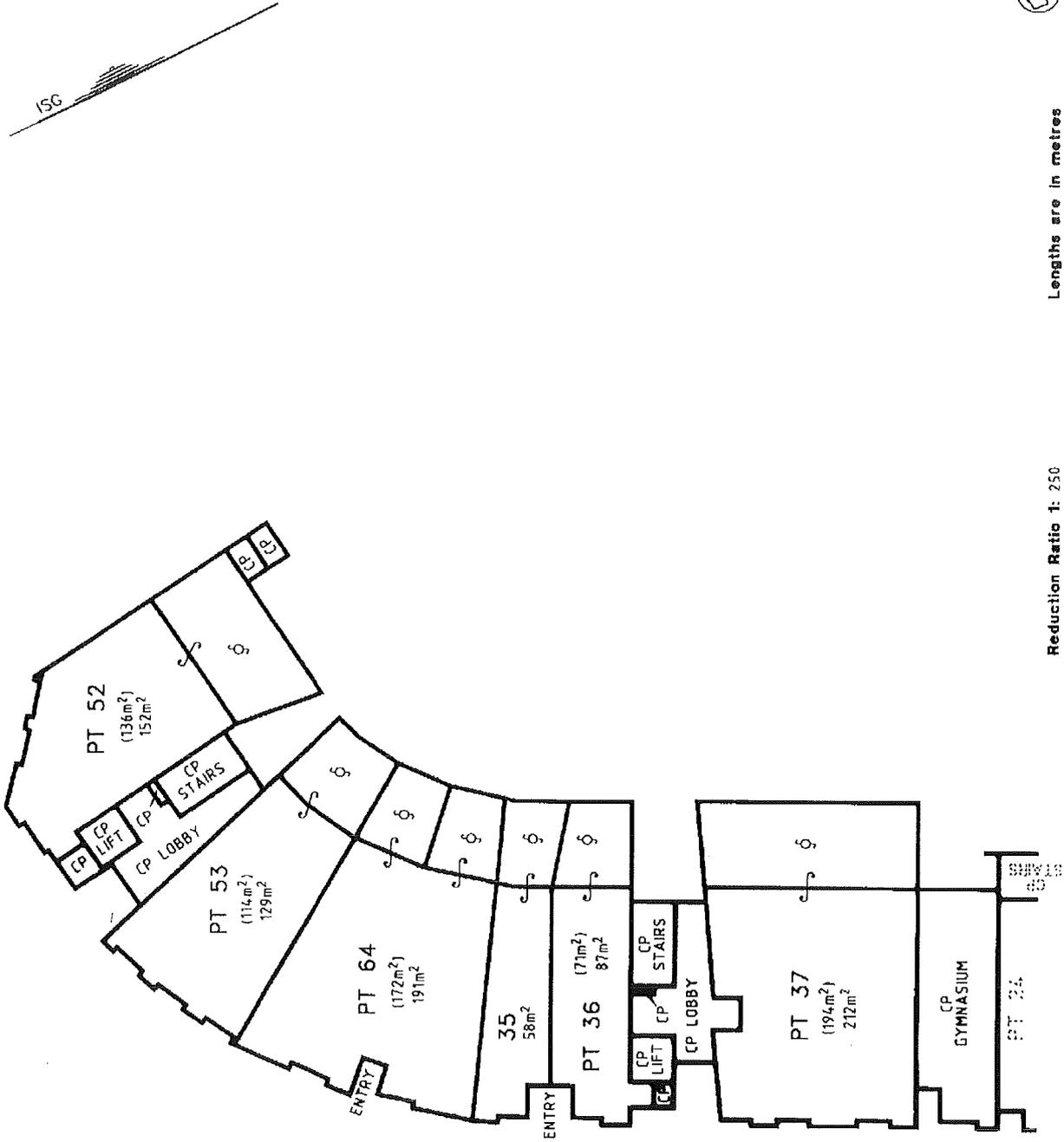
SURVEYOR'S REFERENCE: 172731

SP62121

*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

GROUND LEVEL



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

⊙ DENOTES COURTYARD
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

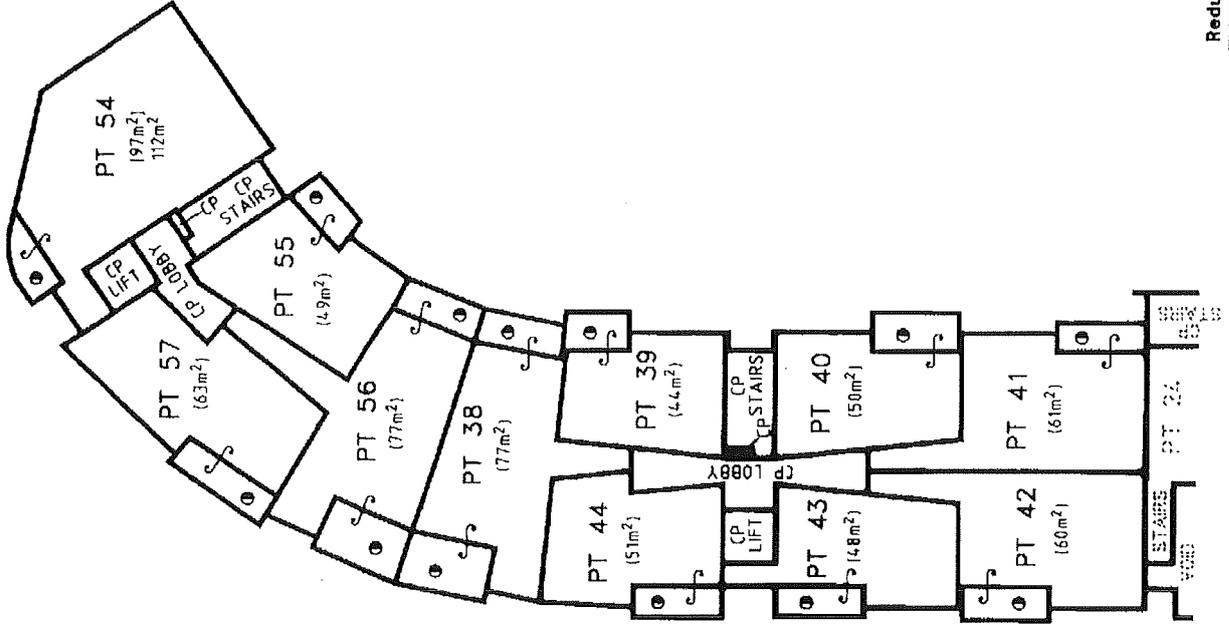
[Signature]
 Surveyor registered under Surveyors Act 1929

[Signature]
 General Manager/Authorised Person



SP62121

LEVEL 1



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

- ⊙ DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Bobbe

Surveyor Registered under Surveyors Act 1928

W. M. M. M.
General Manager/Authorised Person

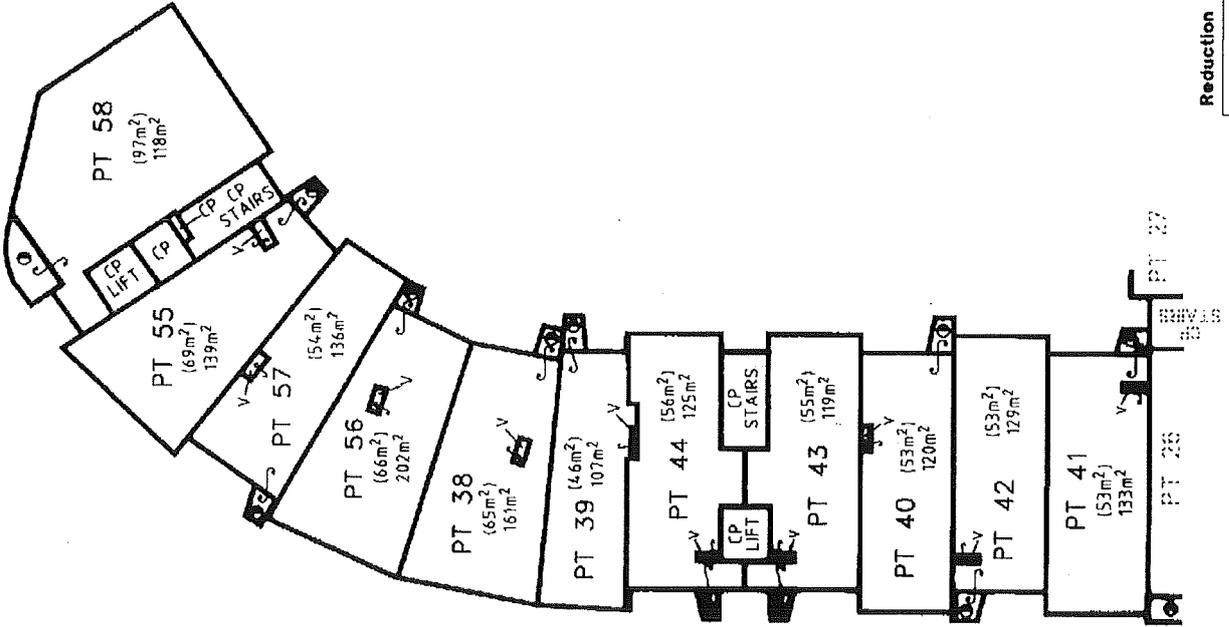
SURVEYOR'S REFERENCE: 122231



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

LEVEL 2



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

V DENOTES VOID
 ○ DENOTES BALCONY
 CP DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Bozhe

W. M. M. M.

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 122231

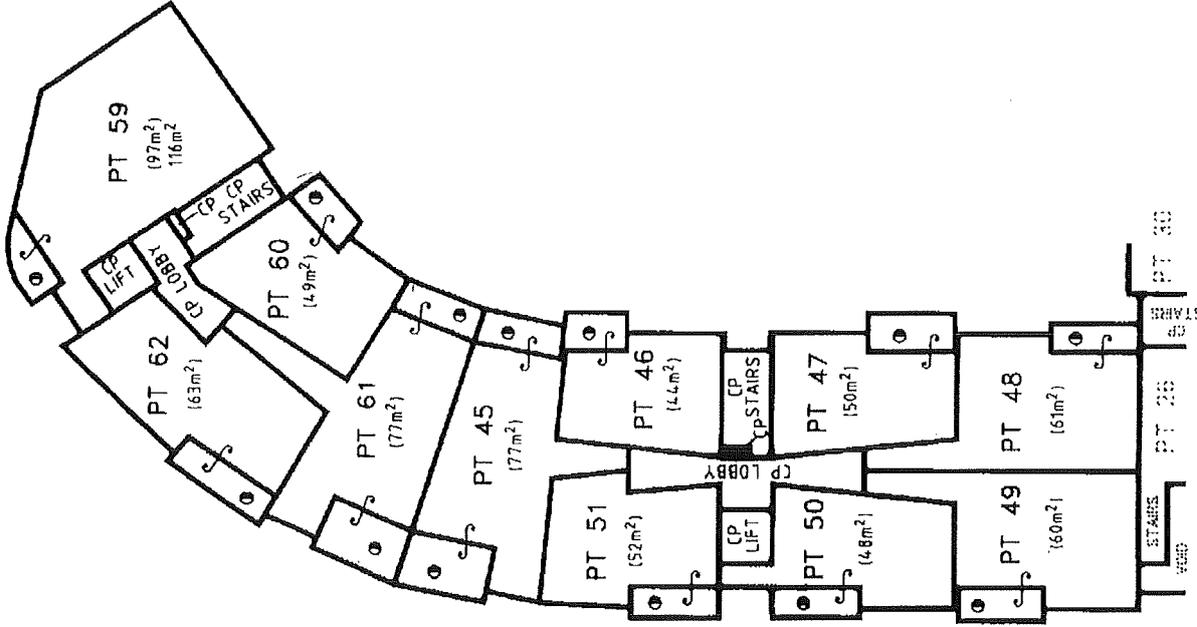


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP62121

*OFFICE USE ONLY

LEVEL 3



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

- ⊙ DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres



W. D. Ke
 Surveyor Registered under Surveyors Act 1929

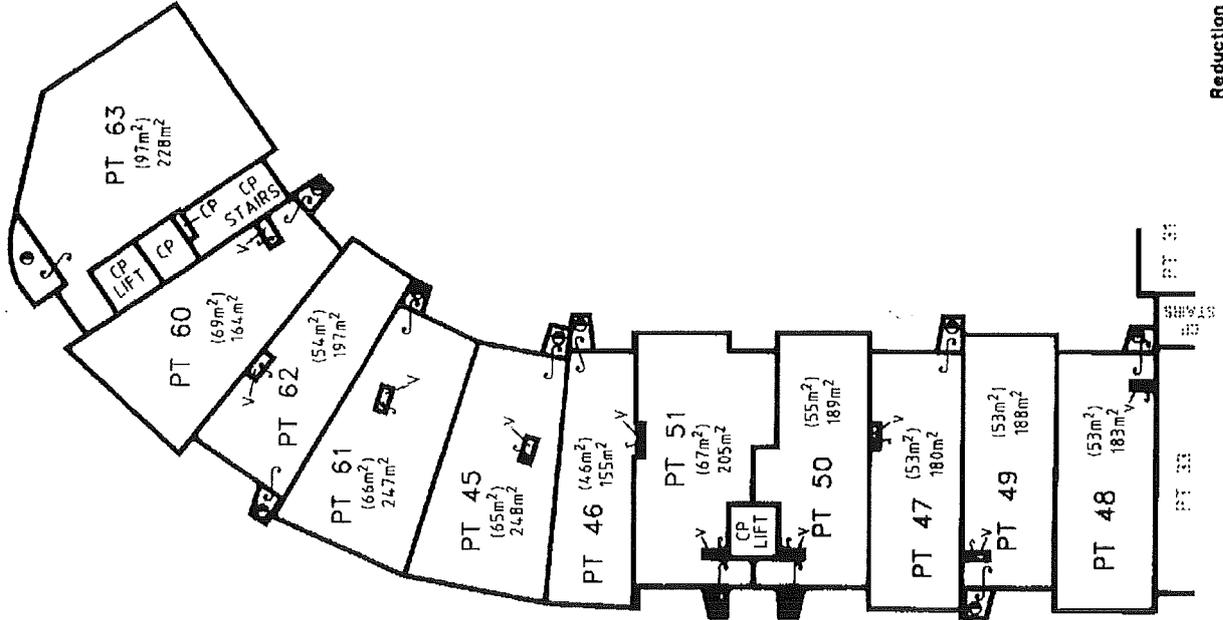
W. D. Ke
 General Manager/Authorised Person

SURVEYOR'S REFERENCE: 122231

SP62121

*OFFICE USE ONLY

LEVEL 4



THE STRATIUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

- V DENOTES VOID
- ⊙ DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Robert J. Ke...
 Surveyor Registered under Surveyors Act 1929

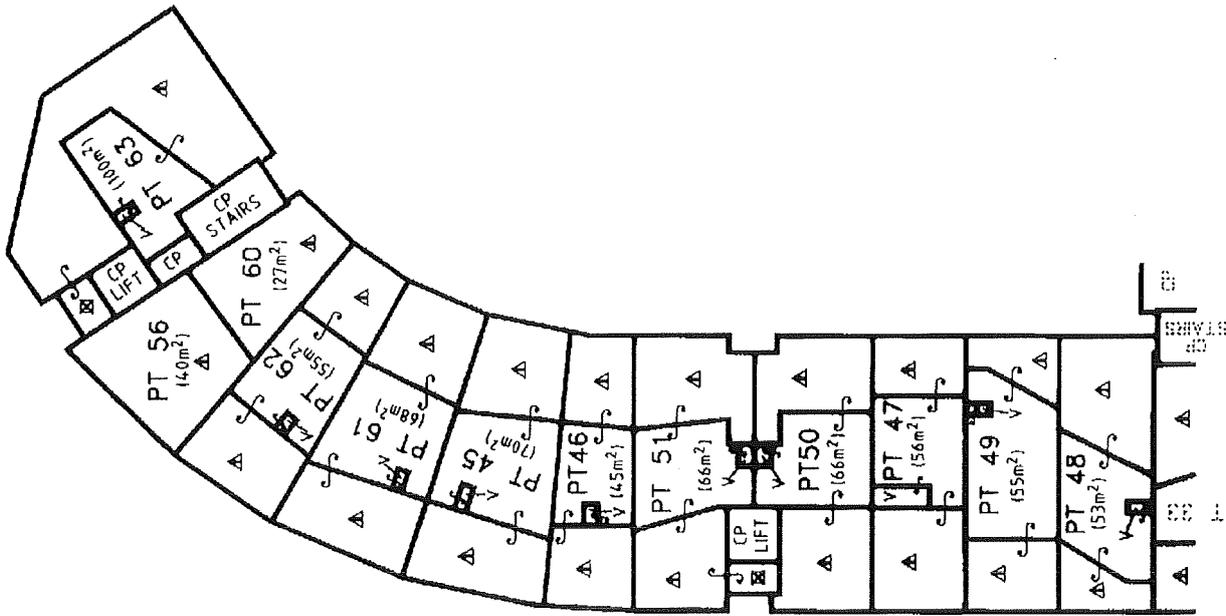
W. M. ...
 General Manager/Authorised Person

SURVEYOR'S REFERENCE: 122231

SP62121

OFFICE USE ONLY

ROOF LEVEL



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

- V DENOTES VOID
- ☒ DENOTES STORE
- ▲ DENOTES TERRACE
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 250

Lengths are in metres

Bob Eche
 Surveyor Registered under Surveyors Act 1929

W. W. W. W.
 General Manager/ Authorised Person

SURVEYOR'S REFERENCE: 122231

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973**

Lengths are in Metres

Sheet 1 of 2 Sheets

SP62121

Plan of Subdivision of Lot 34
in SP 61725
covered by Council's Certificate
No. 13 of 2000

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

Lydia Nominees Pty. Limited,
15/10-15 Woodville Street,
HURSTVILLE, NSW 2220

PART 1

1. Identity of Easement firstly referred to in
the abovementioned plan:

Restriction on Use of Land

Schedule of Lots Affected

Lots Burdened
Every lot

Lots Benefited
Every other lot

2. Identity of Easement secondly referred
to in the abovementioned plan:

Restriction on Use of Land

Schedule of Lots Affected

Lots Burdened
Common Property

Authority Benefited
Sydney City Council

PART 2

1. **TERMS OF RESTRICTION ON USE OF LAND FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN:**

No carspace forming part of any lot may be used by those other than a registered proprietor, occupant or tenant of a lot and any occupant, lessee or registered proprietor of a lot shall not enter into an agreement to lease, license or transfer ownership of such carparking spaces to those other than a registered proprietor, occupant or tenant of a lot.

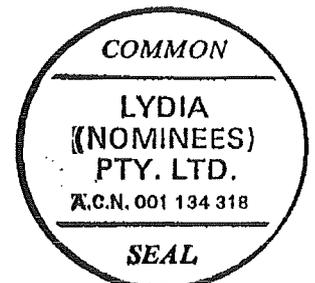
[Signature]

Barry John Harrison
347 KENT ST SYDNEY
WITNESS

ING BANK N.Y. ARBN 080 178 196
by its attorneys

ROYAL LESLIE MOORE
under Power of Attorney dated 2nd April
1998 registered Book 4197 No. 891 who
certify that at the time of the execution by
them of this instrument that they have no
notice of the revocation of the said Power
of Attorney.

John Horn



[Signature]
Council Authorised Person

[Signature]

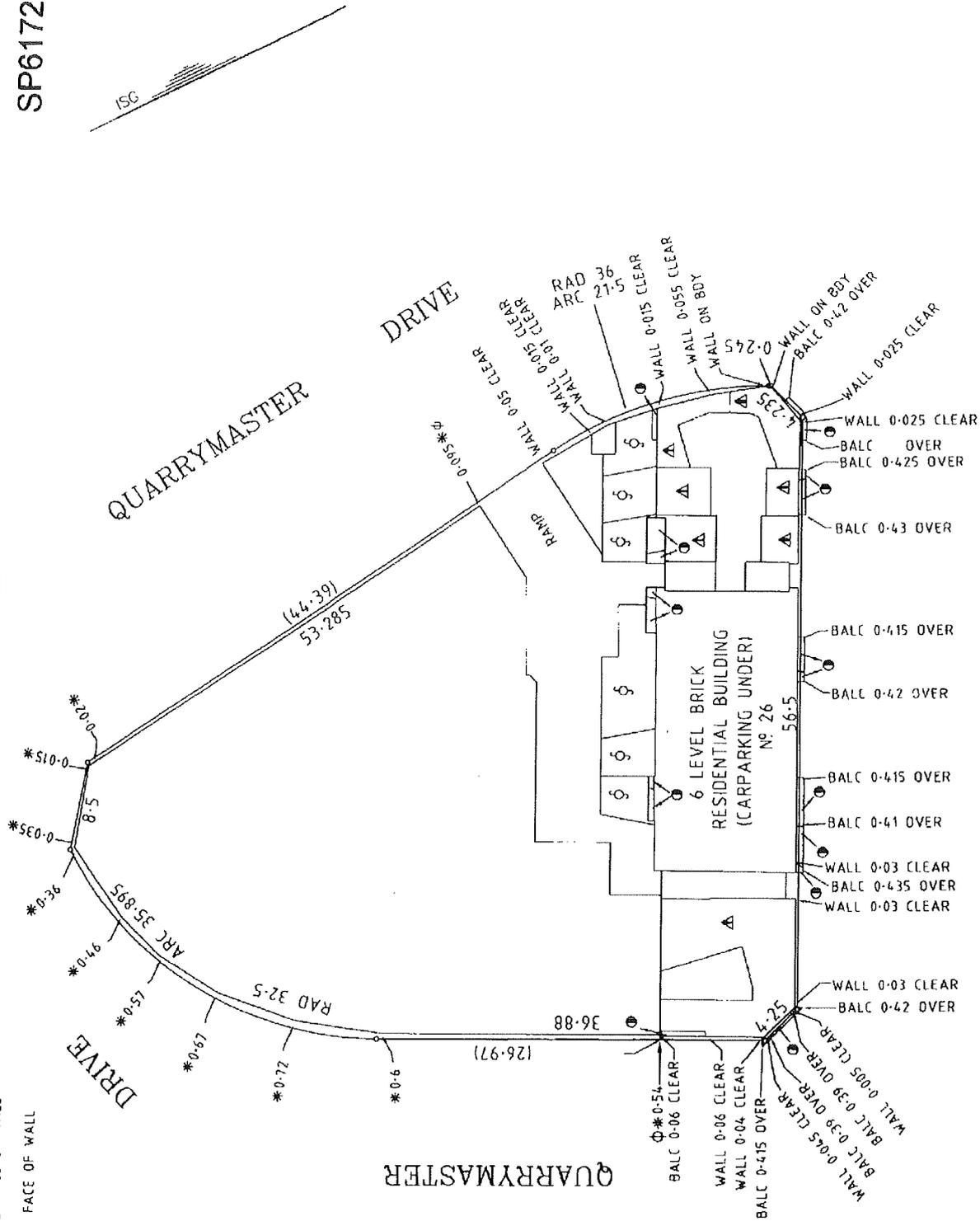
[Signature]

SP61725

OFFICE USE ONLY

LOCATION PLAN

- ⊕ DENOTES PROLONGATION OF N.E. FACE OF WALL
- ⊖ DENOTES PROLONGATION OF S. FACE OF WALL



- * DENOTES WALL CLEAR AT GROUND LEVEL
- ⊕ DENOTES COURTYARD
- ⊖ DENOTES TERRACE
- ⊙ DENOTES BALCONY

SAUNDERS STREET

Reduction Ratio 1:4.00

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
Paula Be...
 General Manager / Authorised Person

SURVEYOR'S REFERENCE: 172197



SCHEDULE OF UNIT ENTITLEMENT

SP61725

LOT No	U.F.
1	60
2	42
3	42
4	79
5	42
6	59
7	56
8	73
9	64
10	65
11	58
12	59
13	61
14	65
15	73
16	73
17	66
18	127
19	100
20	102

LOT No	U.F.
21	125
22	64
23	60
24	44
25	62
26	48
27	49
28	49
29	64
30	68
31	72
32	66
33	179
34	2684

AGG. 5000

Reduction Ratio 1: Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

[Signature]

SURVEYOR'S REFERENCE: 122197



BASEMENT

SP61725

SHEET 5 ADJOINS

PT 30

PT 23

PT 24

PT 34

PT 30
(18m²)
5.8
2.97

PT 23
(15m²)
2.87

PT 24
(16m²)
3.145

3.065

2.87

PT 34
(18m²)
5.82

PT 25
(18m²)
3.32

PT 4
(18m²)
5.76

PT 32
(18m²)
5.69

PT 29
(20m²)
5.69

PT 33
(37m²)
5.69

3.285

2.965

2.70

0.585

3.42

2.91

0.22

2.10

0.66

4.23

2.10

0.22

2.91

0.22

2.91

0.22

2.91

0.22

2.91

0.22

2.91

0.22

PT 30

PT 34

PT 25

PT 4

PT 32

PT 29

PT 33

PT 28

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 8

PT 7

PT 6

PT 27

PT 13

PT 1

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 30

PT 34

PT 25

PT 4

PT 32

PT 29

PT 33

PT 28

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 8

PT 7

PT 6

PT 27

PT 13

PT 1

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 30

PT 34

PT 25

PT 4

PT 32

PT 29

PT 33

PT 28

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 8

PT 7

PT 6

PT 27

PT 13

PT 1

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 30

PT 34

PT 25

PT 4

PT 32

PT 29

PT 33

PT 28

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 8

PT 7

PT 6

PT 27

PT 13

PT 1

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 30

PT 34

PT 25

PT 4

PT 32

PT 29

PT 33

PT 28

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 8

PT 7

PT 6

PT 27

PT 13

PT 1

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 30

PT 34

PT 25

PT 4

PT 32

PT 29

PT 33

PT 28

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

PT 18

PT 16

PT 19

PT 22

PT 8

PT 7

PT 6

PT 27

PT 13

PT 1

PT 5

PT 1

PT 11

PT 21

PT 12

PT 9

PT 10

PT 15

PT 14

PT 17

CP STAIRS

PT 31

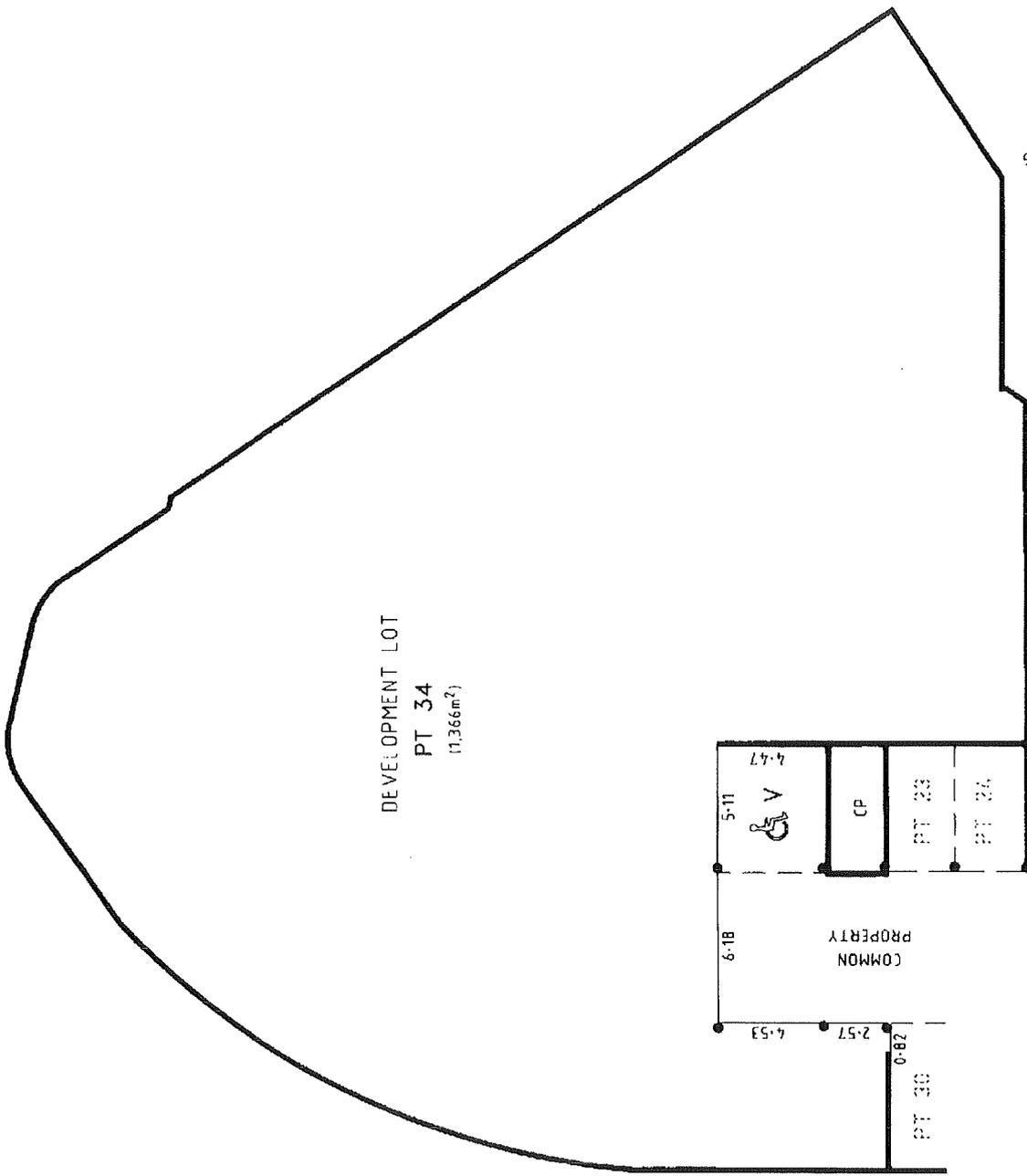
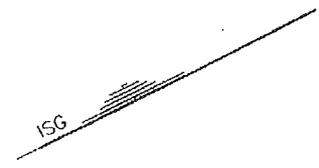
PT 18

PT 16

PT 19

SP61725

OFFICE USE ONLY



- DENOTES DISABLED PARKING - CP
- DENOTES VISITOR PARKING - CP
- DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE
- DENOTES CORNER OF WALL
- DENOTES PROLONGATION OF CENTRE OF COLUMN OF CIRCULAR COLUMN (DISTANCE TO FACE)
- BOUNDARIES SHOWN THUS ARE TO CENTRE

SHEET 4 ADJOINS

Reduction Ratio 1: 200

Lengths are in metres

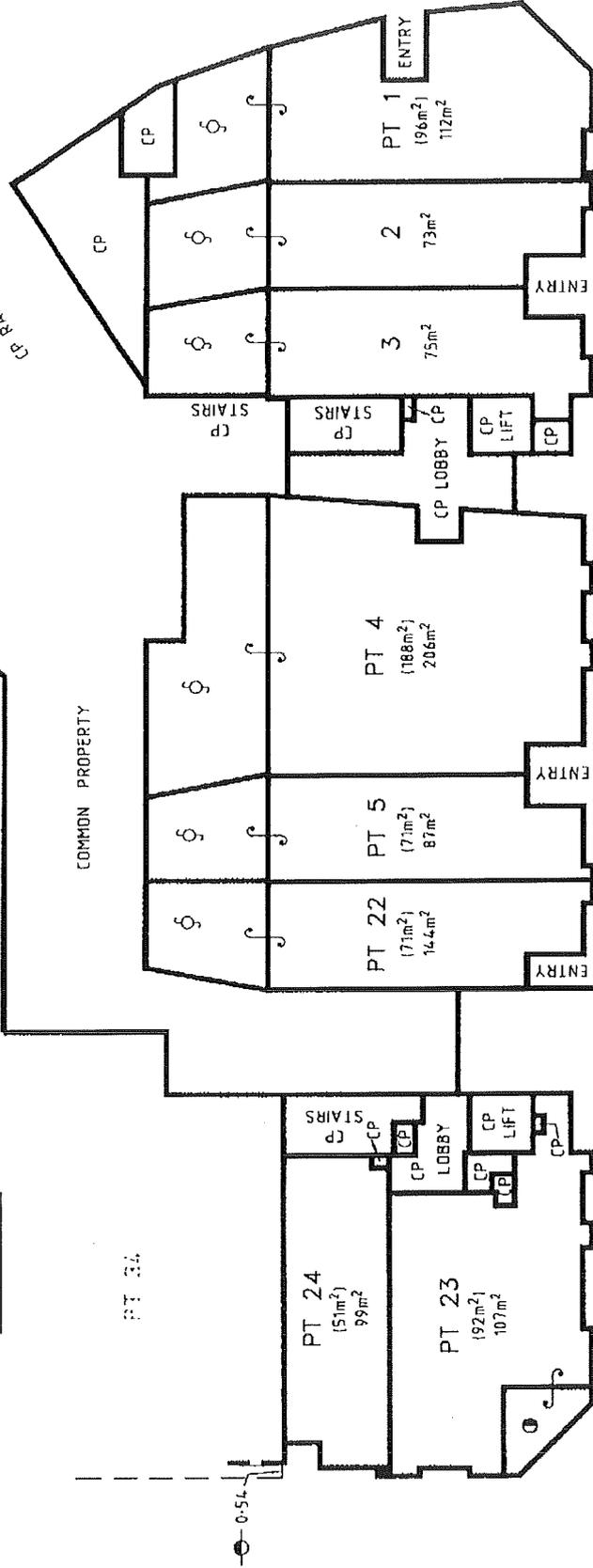
Surveyor Registered under Surveyors Act 1929
[Signature]
General Member/Autorizada Person

SURVEYOR'S REFERENCE: 122157

GROUND LEVEL

15G

SHEET 7 ADJOINS



- DENOTES PROLONGATION OF N.E. FACE OF WALL
- ⊙ DENOTES BALCONY (COVERED)
- ⊕ DENOTES COURTYARD
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE WHERE COVERED

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
[Signature]
 General Manager/Authorised Person



SURVEYOR'S REFERENCE: 127197

WA G: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 7 of 12 Sheets

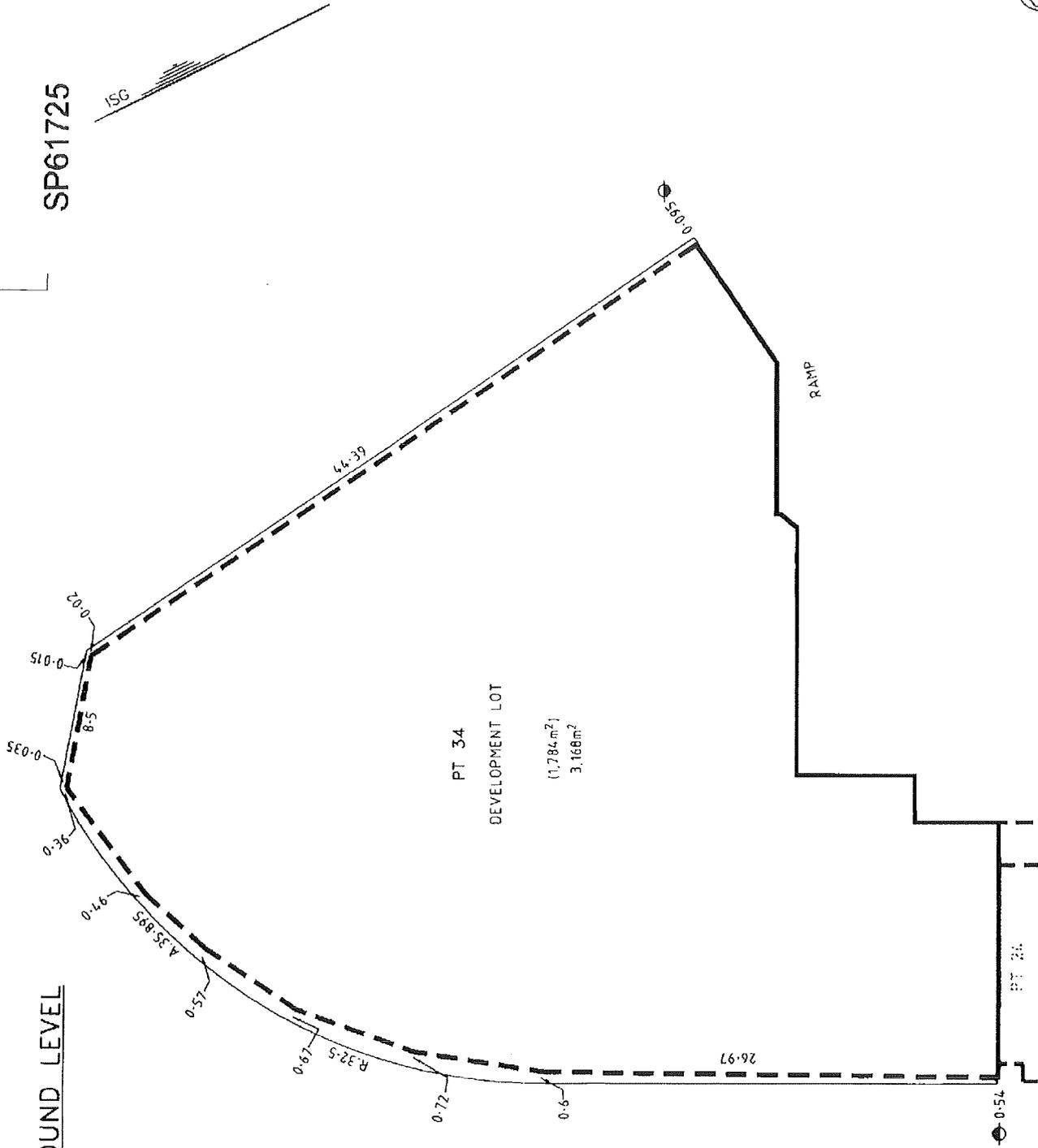
GROUND LEVEL

SP61725

- DENOTES PROLONGATION OF N.E. FACE OF WALL
- DENOTES PROLONGATION OF S. FACE OF WALL

THE STRATUM OF PT 34 IS LIMITED IN HEIGHT TO 50 ABOVE THE UPPER SURFACE OF IT'S CONCRETE BASE AND WHERE THERE IS NO CONCRETE BASE TO 10 BELOW AND 50 ABOVE THE HORIZONTAL PROLONGATION OF THE UPPER SURFACE OF IT'S ADJACENT CONCRETE BASE

ALL AREAS ARE APPROXIMATE



PT 34
DEVELOPMENT LOT
(1,784 m²)
3,168 m²

PT 25
SHEET 6 ADJOINS

Reduction Ratio 1: 250

Lengths are in metres

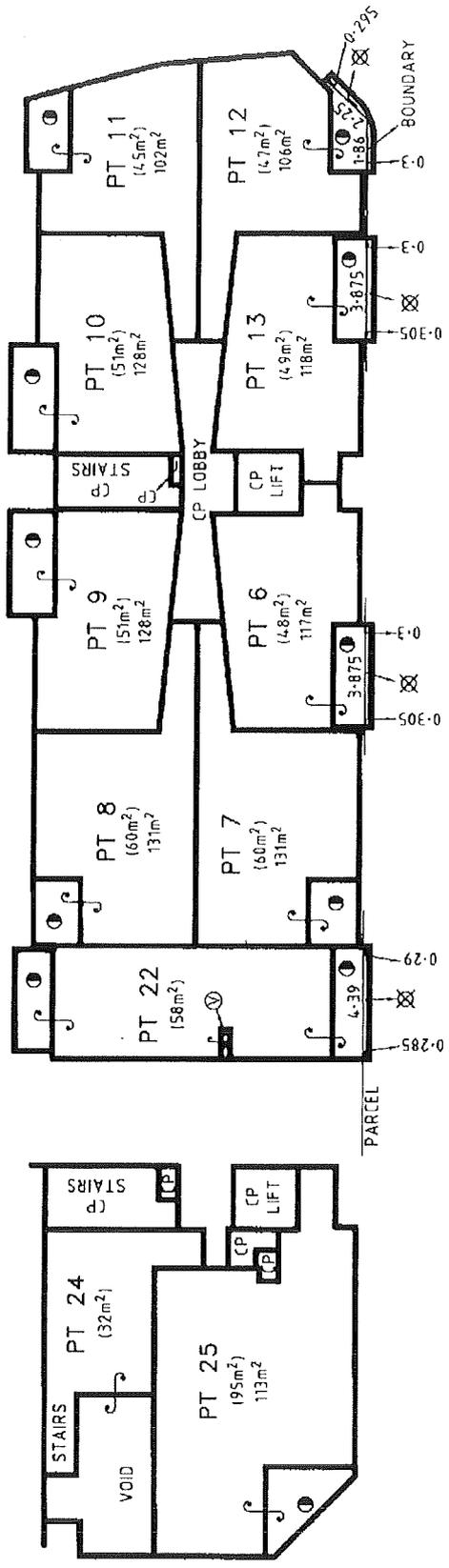
[Signature]
Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 22197

[Signature]
General Manager/Authorised Person

SP61725

LEVEL 1

*OFFICE USE ONLY



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

⊗ DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION

- ⊙ DENOTES VOID (STAIRS)
- ⊙ DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

[Signature]

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

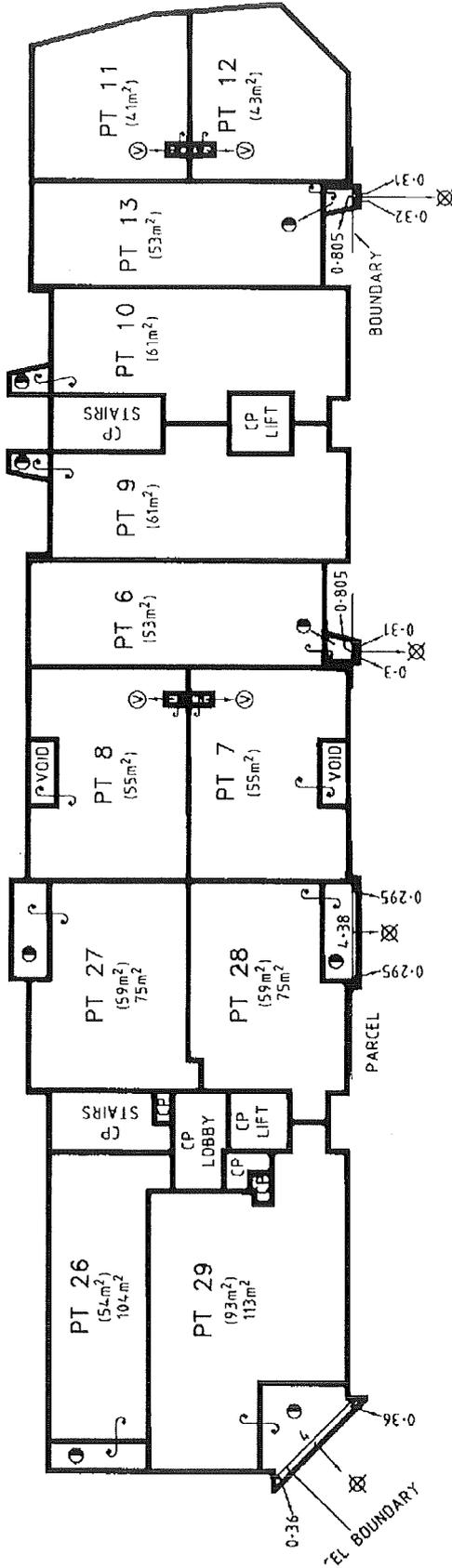
SURVEYOR'S REFERENCE: 122157



SP61725

150

LEVEL 2



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

⊗ DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP- IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION

- ⊙ DENOTES VOID (STAIRS)
- ⊙ DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1979
 SURVEYOR'S REFERENCE: 122197

General Manager / Authorised Person



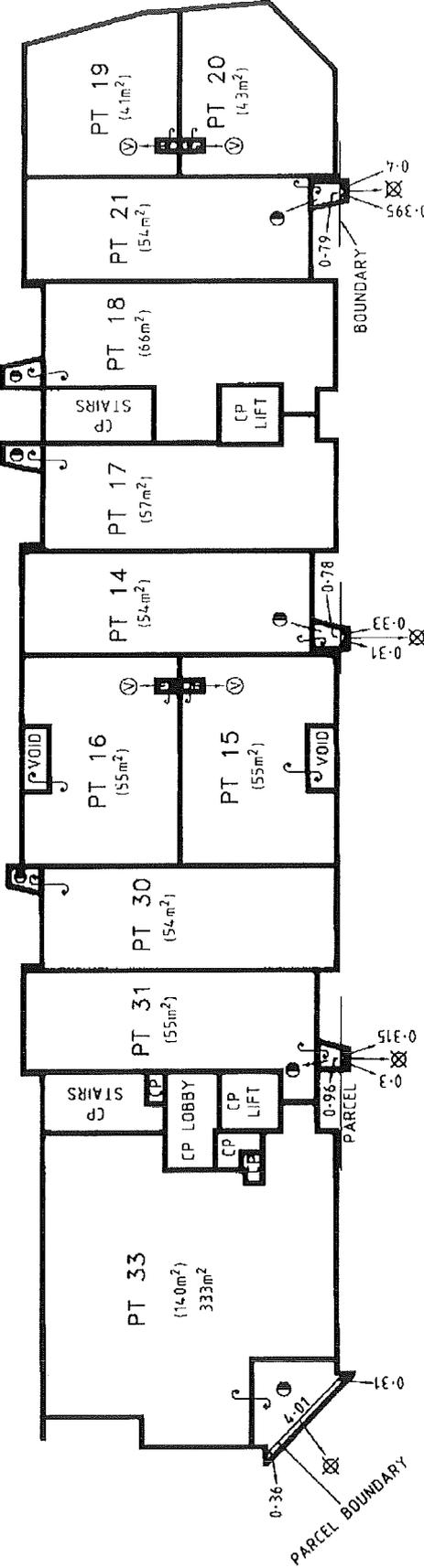
OFFICE USE ONLY

LEVEL 4

SP61725

150

OFFICE USE ONLY



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

⊗ DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION

⊙ DENOTES BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Adolph
Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 122197

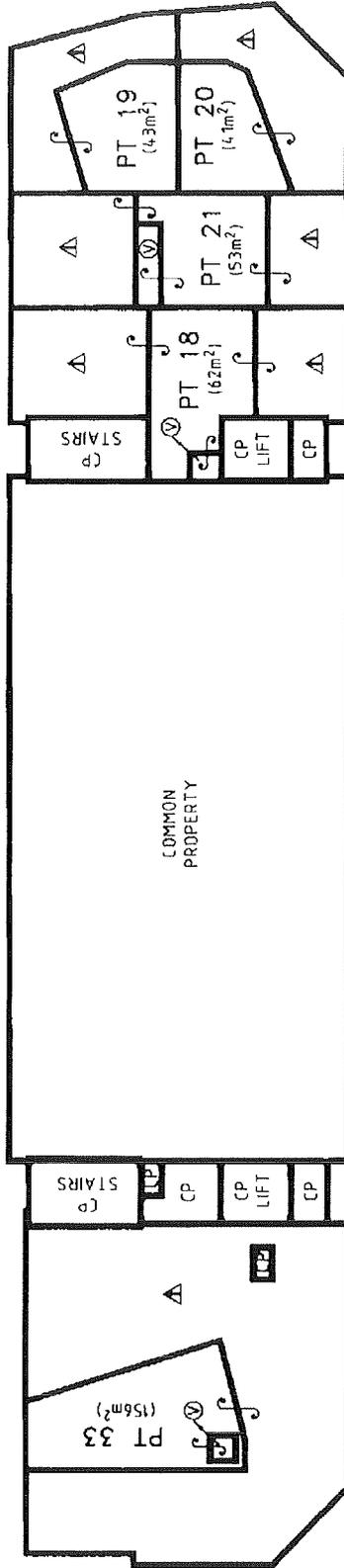
General Manager/Authorised Person



ROOF LEVEL

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- (V) DENOTES VOID (STAIRS)
- (A) DENOTES TERRACE
- CP DENOTES COMMON PROPERTY
- ALL AREAS ARE APPROXIMATE

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 122197

STRATA DEVELOPMENT CONTRACT - Strata Plan No.

SP61725

WARNING

This contract contains details of a strata scheme which is proposed to be developed in two stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the body corporate, or of the Council of the body corporate, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

Lot 31 in Deposited Plan No.859243.

2. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME

N/A.

3. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lot 34.

4. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "**authorised proposals** - proposed development not subject to a warranty" in the contract.

SP Owners Corporation Expenses

SP61725

The developer agrees with the body corporate that the developer will pay the reasonable expenses incurred by the body corporate:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agreed with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Division 5 of Part 4 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

SP61725

5. **WARRANTED DEVELOPMENT** - proposed development subject to a warranty.
N/A.
6. **AUTHORISED PROPOSALS** - proposed development not subject to a warranty.
- (i) **DESCRIPTION OF DEVELOPMENT**
Six levels of brick and concrete residential units with carparking under containing up to 30 units.
 - (ii) **COMMON PROPERTY AMENITIES**
Access driveways, lifts, stairs, plantrooms, visitor carparking and landscaped areas.
 - (iii) **SCHEDULE OF COMMENCEMENT AND COMPLETION**
N/A.
 - (iv) **SCHEDULE OF LOTS**
30 lots.
 - (v) **WORKING HOURS**
As advised by Sydney City Council.
 - (vi) **ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT**

Access created by Stage 1
No interference with Common Property as created by Stage 1
Construction zones wholly maintained within Lot 34
 - (vii) **LANDSCAPING**
In accordance with landscape plans approved by Sydney City Council.
 - (viii) **SCHEDULE OF MATERIALS AND FINISHES**
External walls of brick and concrete.
 - (ix) **VERTICAL STAGING**
Parts of Development Lot 34 is situated above and below Stage 1. The developer holds a Contractors All Risk/Public Liability Insurance Policy with MMI General Insurance Limited Policy No. 710141471 - Car.
 - (x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**
The developer is not liable for any Common Property expenses.
 - (xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS**

Restriction on Use over all carparking spaces within Lot 34 (excluding visitor parking) in the same terms as the restriction created by this Strata Plan.
7. **DATE OF CONCLUSION OF DEVELOPMENT SCHEME**
30.6.2000
8. **CONCEPT PLAN**
See Sheets 5 to 7.

SP61725



SIGNATURES, CONSENTS, APPROVALS

[Signature] (Director)
[Signature] (Director)

Signature/seal of developer:.....

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot:

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

CERTIFICATE OF APPROVAL

WITNESSETH that I, *[Signature]* by *[Signature]* Attorneys
under Power of Attorney dated 2nd April 1998 registered Book 4197 No. 891 who certify that at the time of the execution by them of this instrument that they have no notice of the revocation of the said Power of Attorney
Barry John Harrison
347 KENT ST SYDNEY
WITNESS

It is certified:

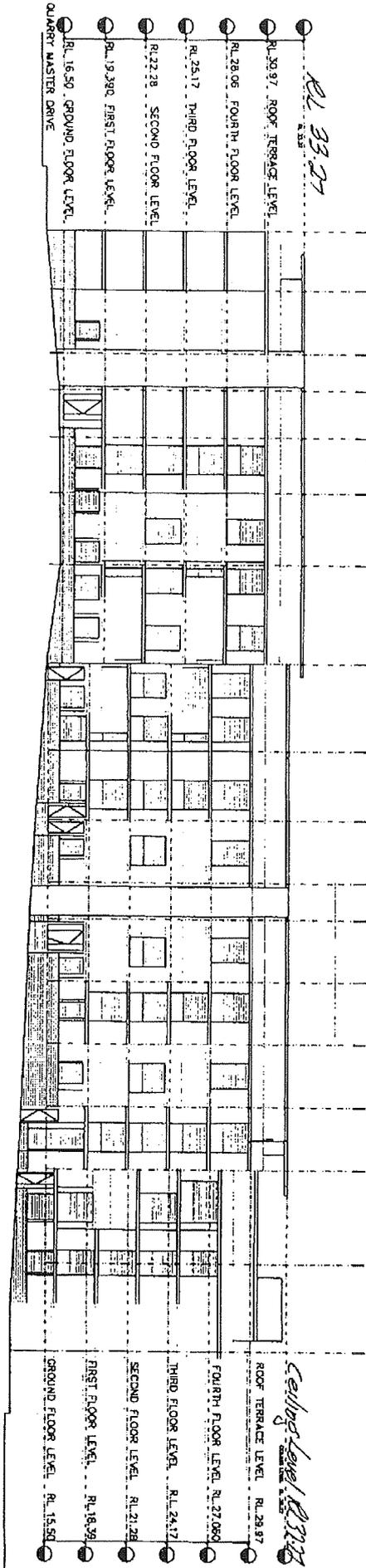
- (a) that the Department of Urban Affairs and Planning has consented to the development described in their Development Application No. 51/96 and
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: 23 DECEMBER 1999.....

Execution of Sydney City Council Authorised Person:.....
[Signature]



QUARRY MASTER DRIVE ELEVATION



SP61725

Strata Development Contract CONCEPT PLAN Plan of Development	Strata Plan N°
Consented to	Application N°
Registered Date	18-1-2000

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973**

Lengths are in Metres

Sheet 1 of 2 Sheets

Plan:

SP61725

Plan of Subdivision of Lot 31
in DP 859243
covered by Council's Certificate
No. of

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

Lydia Nominees Pty. Limited
15/10-15 Woodville Street,
HURSTVILLE NSW 2220

PART 1

1. Identity of Easement firstly referred to
in the abovementioned plan:

Restriction on Use of Land

Schedule of Lots Affected

Lots Burdened
Every lot

Lots Benefited
Every other lot

2. Identity of Easement secondly referred
to in the abovementioned plan:

Restriction on Use of Land

Schedule of Lots Affected

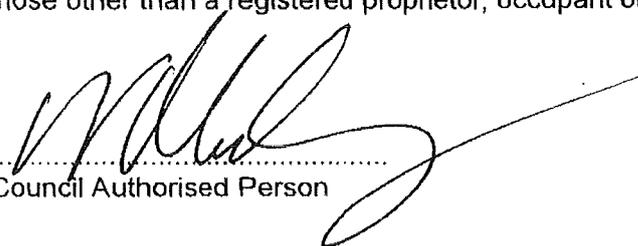
Lots Burdened
Common Property

Authority Benefited
Sydney City Council

PART 2

1. TERMS OF RESTRICTION ON USE OF LAND FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN:

No carspace forming part of any lot may be used by those other than a registered proprietor, occupant or tenant of a lot and any occupant, lessee or registered proprietor of a lot shall not enter into an agreement to lease, license or transfer ownership of such carparking spaces to those other than a registered proprietor, occupant or tenant of a lot.


.....
Council Authorised Person

COMMON

LYDIA
(NOMINEES)
PTY. LTD.
A.C.N.001 134 318

SEAL

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973**

Sheet 2 of 2 Sheets

SP61725

Plan of Subdivision of Lot 31
in DP 859243
covered by Council's Certificate
No. of

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

Lydia Nominees Pty. Limited
15/10-15 Woodville Street,
HURSTVILLE NSW 2220

PART 2 (Cont'd).

**2. TERMS OF RESTRICTION ON USE OF LAND SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN:**

No part of the common property, apart from the designated visitor carspaces which are to be used only for the purpose of parking vehicles of visitors to the building, and the loading spaces which are to be used only by service vehicles, are to be used for the parking or storage of vehicles or boats, and the Owner's Corporation must not grant or permit to be granted any lease, licence, sublease or exclusive use rights, or otherwise part with possession of any part of the common property, including the visitor carspaces and loading spaces, for the purpose of parking or storage of vehicles or boats.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR
MODIFY SUCH RESTRICTIONS:**

Sydney City Council.

[Signature]

Barry John Harrison

347 KENT ST SYDNEY

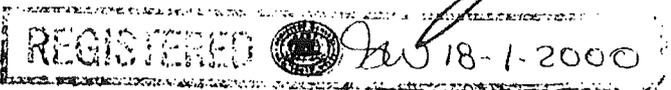
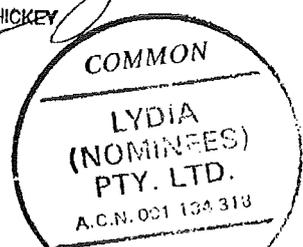
WITNESS

ING BANK N.V. ARBN 080 178 196
by its attorneys

Under Power of Attorney dated 2nd April
1998 registered Book 4197 No. 891 who
certify that at the time of the execution by
them of this instrument that they have no
notice of the revocation of the said Power
of Attorney

[Signature]
JOHN VINCENT HICKEY
ROYAL LESLIE MOORE

[Signature]
Council Authorised Person



[Signature]
(Director) *[Signature]* (Director)



New South Wales Consolidated Regulations

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STRATA SCHEMES MANAGEMENT REGULATION 1997 - SCHEDULE 1

SCHEDULE Schedule 1 - Model by-laws

(Clause 23)

Residential Schemes

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

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

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared

receptacles for garbage, recyclable material or waste:

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

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

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

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

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

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

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

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

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

16 Keeping of animals

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

Option A

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

property.

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

Option B

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

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

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

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

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

17 Appearance of lot

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

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

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

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

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

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AM523276M

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

(A) **TORRENS TITLE**

For the common property	
CP/SP 61725	

(B) **LODGED BY**

Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any	CODE CH
	Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP61725.SM	

(C) The Owners-Strata Plan No. 61725 certify that pursuant to a resolution passed on 17/10/2016 and

(D) in accordance with the provisions of Section No.141& 142 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Laws 14, 15 & 16
Amended by-law No. NOT APPLICABLE

as fully set out below:

Please refer to attached Annexure A for consolidated By Laws

Please refer to Annexure B for additional By Laws 14-16

(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. 61725 was affixed on 18/5/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

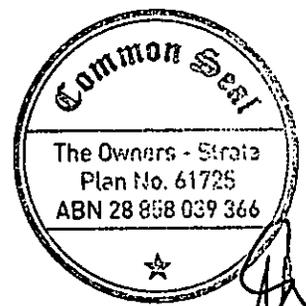
Name: Sebastian Matthews

Authority: Strata Manager

Signature:

Name:

Authority:



ANNEXURE A

The Owners - Strata Plan No. 61725



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1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owner's corporation.
- (2) An approval given by the owner's corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) Any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation of



structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

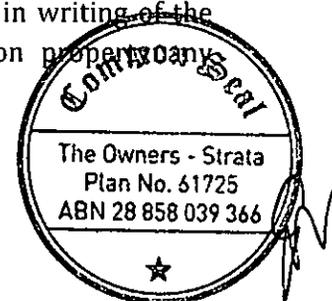
An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation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

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

- (1)** An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.



- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

An owner or occupier of a lot:

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

16 Keeping of animals

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



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

17 Appearance of lot

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

18 Notice board

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

19 Change in use of lot to be notified

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



20 Special By-Law 1 (Fixtures)

- (1) In this by-law, "fixture" means a fixture, equipment or building work made or installed by an owner or occupier of a lot.
- (2) Unless it is a fixture removable by a lessee or sub-lessee at the expiration of a tenancy, a fixture that serves a lot is an owner's fixture.
- (3) The owner of a lot must maintain in a state of good and serviceable repair a fixture that serves his lot, and must renew or replace it when necessary.
- (4) The owner of a lot must ensure that any maintenance, renewal or replacement of a fixture serving his lot and visible from outside his lot, is done so that the fixture is in keeping with the appearance of the rest of the building.
- (5) The owner of a lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that serves his lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.
- (6) This by-law shall not create any obligation on the part of the lessor or sub-lessor of a lot in favour of his lessee or sub-lessee.
- (7) Insofar as this by-law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this by-law has effect in relation to that fixture subject to those terms.

21 Special By-Law 2 (Lot 60)

On the conditions set out in this by-law, the owner of Lot 60 ("the owner") shall have a special privilege in respect of the common property to install, and thereafter to maintain, a sliding glass/aluminium door so as to enclose the terrace area of Lot 60.

Conditions:

- (1) Before commencing the works, the owner must obtain a copy of all requisite approvals of Lane Cove Council to the works, including all conditions of approval, plans, drawings, specifications and notes.
- (2) In exercising the special privilege conferred by this by-law, the owner must:-
 - (a) Undertake the works in a proper and skilful manner, using premium and best-quality materials, and so as to incorporate all necessary flashings and other fittings to prevent ingress of water.
 - (b) Comply with all conditions of consent of Lane Cove Council; and
 - (c) Undertake the works in accordance with the Building Code of Australia and all applicable Australian Standards.
- (3) Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act



1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and sensible repair of the common property.

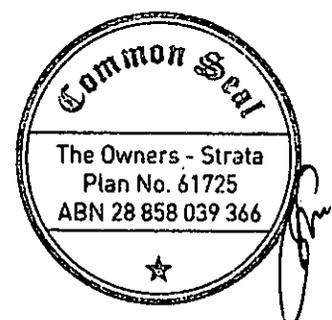
- (4) The owner must maintain the sliding door and all ancillary flashings, fittings and attachments in a state of good and serviceable repair, and must renew or replace them whenever necessary.
- (5) The owner must ensure that the works are undertaken in a way which minimises the disturbance of the other residents in the building by vibration, noise, dust and dirt.
- (6) The owner must repair promptly any damage caused or contributed to by the works. Including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
- (7) The owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the works had not been undertaken.
- (8) The owner must meet all reasonable expenses of the Owners Corporation, including reasonable legal expenses. Incurred in the making and registration of this by-law.

22 Special By-Law 3 (Fire Safety)

See explanatory notes following

- (1) The owners corporation has the following additional powers, authorities, duties and functions:
 - (a) the power to Inspect Essential Services Equipment,
 - (b) the power to enter into arrangements with third parties to inspect Essential Services Equipment,
 - (c) the power to recover the Associated Costs from the respective Owner,
 - (d) the power to enter a lot on 14 days prior notice to the Owners for the purposes of this by-law but without prior notice in case of emergency, and
 - (e) the power to be Indemnified,
 - (f) the duty to Maintain, and
 - (g) The authority to Remedy.
- (2) In respect of their lot, each Owner must at all times:
 - (a) Comply with all Obligations and Requirements.
 - (b) not undertake any Alteration Works and
 - (c) Indemnify.

*See explanatory notes following:



Explanatory Notes - Fire Safety

These notes form part of this by-law.

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

In this by-law, except when the context otherwise requires:

- (a) the singular includes the plural and vice versa,*
- (b) words implying any gender encompass all genders, and*
- (c) References to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.*

Alteration Works means the additions and alterations undertaken by an Owner (including but not limited to installation of locks or obstructing access or airflow) to any Fire Door in their lot and the common property (including all ancillary structures) which contravener are prohibited by:

- any requirements,*
- this by law, or*
- The Australian Standards applicable to fire safety from time to time.*

Associated Costs means any costs associated with the inspection of the Fire Door and

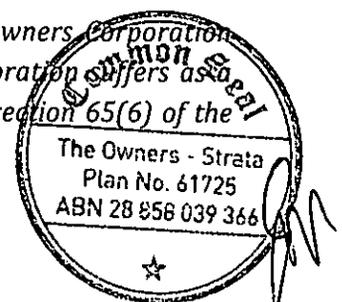
Essential Services Equipment and includes, but is not limited to:

- (a) travel time of the managing agent,*
- (b) any additional charges the owners corporation may be charged by the strata managing agent under the terms of the managing agent's contract with the owners corporation,*
- (c) any charges imposed by the third party Inspectors contemplated by this by-law,*
- (d) any charges imposed by engineers or consultants,*

Which may become necessary (in the reasonable opinion of the Executive Committee) and are incurred as a result of non-compliance of the Owners obligations under this by-law.

Essential Services Equipment means any essential services equipment related to fire safety that may be installed in a lot from time to time.

Indemnified and Indemnify means the Owner must indemnify the Owners Corporation against any loss or damage (including legal costs) the owners corporation suffers as a result of the Owner's breach of this by-law, including liability under section 65(6) of the



Act in respect of any property of an Owner, and will pay those amounts to the owners corporation upon request.

Inspection means inspection once each year subject to reasonable notice being given to each Owner.

Inspection Cost means the cost of the inspection of the essential Services Equipment.

Maintain means to properly maintain and keep Essential Services Equipment and common property to which they are installed, affixed or erected in a state of good and serviceable repair and/or replace Essential Services Equipment if considered necessary by the executive committee.

Owners means registered owners in Strata Plan No. 61725.

Remedy means if an Owner fails to comply with any obligation under this by-law, the owners corporation's right to:

- *carry out all work necessary to perform that obligation,*
- *enter upon any part of the parcel to carry out that work, and*
- *Recover the costs of carrying out that work. from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy report or information) and the relevant Owner acknowledges that any debt for which, the relevant Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate. That other rate and the interest will form part of that debt.*

Requirements means any:

- (a)** *statutory requirements,*
- (b)** *conditions of development approvals,*
- (c)** *Rules, regulations. conditions, requirements or specifications of the local council or any other authority or government/statutory department,*
- (d)** *Related or applicable to fire safety.*



23 Special By-Law 4 (Special Privilege to install an Awning to the Common Property - Lot 14)

On the conditions set out in this by-law, the owner for the time being of lot 4 ("the owner") shall have a special privilege in respect of the common property to attach an awning to the common property wall on the level of the lot in the outside courtyard as shown on the attached plan.

Conditions

- (1)** Subject to this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- (2)** The owner must maintain the awning in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
- (3)** The owner must repair any damage to the common property caused by the repair or replacement of the awning.
- (4)** The owner must ensure that any maintenance, repair or replacement is carried out in a proper and workmanlike manner, in accordance with the manufacturer's specifications and any applicable standards and codes and that any work carried out by the owner does not affect the wall and weather proofing materials adjacent to the awning.
- (5)** The owner at his own expense must comply with any notice or requirement relating to the awning of the local Council or other statutory authority, Tribunal or Court having jurisdiction.
- (6)** The owner may remove the awning, and after doing so must restore the common property to its original condition.
- (7)** The owner must indemnify the Owners Corporation against any liability or expense arising out of the installation, use, maintenance or disrepair of the awning, including any liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of the unit, and any liability arising under the Occupational, Health and Safety Act 2000 or Regulation.

****need drawing****



24 Special By-Law 5 (Special Privilege to Install an Awning to the Common Property- Lot 5)

On the conditions set out in this by-law) the owner for the time being of Lot 5 ("the Owner" shall have a special privilege in respect of the common property to attach an awning to the common property wall on the level of the lot In the outside courtyard as shown in the attached plan. Conditions:

- (1) Subject to the by-law) any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- (2) The Owner must maintain the awning in a state of good and serviceable repair and appearance and must renew and replace it whenever necessary.
- (3) The Owner must repair any damage to the common property caused by the repair or replacement of the awning.
- (4) The Owner must ensure that any maintenance, repair or replacement is carried out in a proper and workmanlike manner, in accordance with the manufacturer's specifications and any applicable standards and codes and that any work carried out by the Owner does not affect the wall and weather proofing materials adjacent to the awning.
- (5) 5. The Owner at his own expense must comply with any notice or requirement relating to the awning of the local Council or other statutory authority, Tribunal or Court having jurisdiction.
- (6) The Owner may remove the awning and alter so doing must restore the common property to its original condition.
- (7) The Owner must indemnify the Owners Corporation against any liability or expense arising out of the installation, use, maintenance or disrepair of the awning, including any liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of the lot, and any liability arising under the Occupational Health and Safety Act 2900 or regulation.

****needs drawing****



25 Special By-Law 6 (Prohibition of Smoking)

Grant of power

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to regulate smoking on the common property and within a Lot.

This by-law to prevail:

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

Definitions & Interpretation

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
- (c) Occupier means the occupier of a Lot.
- (d) Owner means the owner of a Lot.
- (e) Smoke or Smoking means burning and/or inhaling tobacco by way of cigarettes (including roll-your-own tobacco), pipes, cigars and the like.

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

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

Restrictions on Smoking

- (a) Smoking is prohibited anywhere on or about the common property at all times.
- (b) Smoking is prohibited anywhere on or about a Lot (including any balcony, terrace or courtyard of a Lot) at all times where it interferes with the enjoyment of another Lot or the common property by any other person.
- (c) An Owner or Occupier must ensure that their invitees comply with the restrictions of this by-law at all times.
- (d) Without limiting the operation of clauses 3.1 to 3.3 (inclusive), smoking is prohibited anywhere where it causes a breach of section 117 of the Act.



- (e) For the avoidance of doubt this by-law does not apply to the smoking of prohibited substances which is prohibited at all times by the Crimes Act 1900.

Enduring Obligations

An Owner or Occupier must comply with any reasonable directions of the owners corporation given under this by-law.

26 Special By-Law 7 (Regulation of Behaviour)

Powers & Duties of Owners Corporation

- (1) In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions in relation to the regulation of behaviour of Owners and Occupiers in the strata scheme, subject to the conditions under Part 3 of this by-law, namely, the power to:
- (a) regulate the behaviour of Owners and Occupiers in the strata scheme;
 - (b) place obligations on the Owners and Occupiers to be liable for the actions of their Invitees;
 - (c) take measures to prevent nuisance and behaviour likely to offend in the strata scheme; and
 - (d) Establish and implement an enforcement regime for any breach of this by-law.

Definitions & Interpretation, By-Law to Prevail

Definitions

- (2) In this by-law, unless the context otherwise requires:
- (a) Act means the Strata Schemes Management Act 1996.
 - (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over a Lot or the Building Including the local council.
 - (c) Building means the building(s) situated at 26-38 Saunders Street and 7-25 Quarry
 - (d) Master Drive, Pyrmont NSW 2009.
 - (e) Invitee means a bona fide guest or visitor of an Owner or Occupier, including their contractors, tradespersons and removalists, but does not include an Occupier.



- (e) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
- (f) Occupier means the occupier of a Lot.
- (g) Owner means the owner of a Lot.

Interpretation

(3) In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) where a term of this by-law is inconsistent with any by-law applicable to the strata scheme (including by-law 8) then this by-law shall prevail to the extent of the inconsistency; and
- (f) despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Conditions

(1) An Owner or Occupier must not act in a manner or engage in any activity that:

- (a) involves making noise or behaving in a way that might unreasonably interfere with another Owner's or Occupier's use and enjoyment of their Lot or common property;
- (b) uses language or involves behaving in a way that might reasonably offend or embarrass another Owner or Occupier, Invitee or any person lawfully using common property;
- (c) obstructs any person's lawful use of common property, including obstructing any person's lawful right to access their Lot;
- (d) constitutes a nuisance pursuant to section 117(1)(a) of the Act;
- (e) constitutes trespass to a Lot;
- (f) constitutes entry to a Lot without the Owner's or Occupier's consent;
- (g) involves the throwing or depositing of any object onto any neighbouring land, including any land owned by the local council;



- (h) is reasonably likely to intimidate an Owner, Occupier or Invitee; (i) damages common property;
 - (i) is prohibited by the by-laws applicable to the strata scheme; (k) is prohibited by an Authority;
 - (j) is unlawful or illegal;
 - (k) materially interferes with the amenity of the area by reason of smells, smoke, emission of effluent, dust or the like;
 - (l) allows waste, rubbish or building materials to accumulate on a Lot (excluding during any approved period of construction on a Lot);
 - (m) involves any interference with fire safety equipment servicing the Building or a Lot;
 - (n) involves misuse of lifts or other facilities located on common property;
 - (o) involves any interference with the sanitary services for the Building or a Lot; or
 - (p) Involves the removal, or interference with, any safety mechanisms or protective equipment installed on the common property or a Lot.
- (2) In addition to the prohibitions in clause 3.1 hereof, an Owner or Occupier must:
- (a) be adequately clothed at all times when on common property; and
 - (b) ensure that their Invitee does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier, or Invitee or any other person
 - (c) Lawfully using common property. For clarity, the prohibition in this sub-clause includes any activity listed in clause 3.1(a)-(r) (inclusive).
- (3) If an Owner or Occupier fails to comply with any obligation under this by-law, then the owners corporation may:
- (a) request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b) serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (d) recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their Invitee (whichever is applicable), or in enforcing the terms of this by-law, from either:
 - i. the Owner (notwithstanding that the Occupier or Invitee of the respective Lot is in default); or
 - ii. The Occupier (if the Occupier or Invitee is in default)



- (4) The costs referred to in clause 3.3 hereto may include any security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to clause 3.3(a) and (b) hereto, any costs incurred by the owners corporation in carrying out any building repair work, and any reasonable costs expended by the owners corporation in rectifying any damage occasioned to common property by a respective Owner, Occupier or Invitee, or any costs in enforcing the terms of this by-law against the said Owner or Occupier.
- (5) If the costs referred to in clause 3.3(d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law not paid at the end of one (1) month after they become due and payable, together with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts.

27 Special By-Law 8 (Use of Swimming Pool)

Grant of Power

- (1) Notwithstanding anything contained in the by-laws applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions on the conditions set out in Part 3.

This by-law to prevail:

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

Definitions & Interpretation

- (2) In this by-law, unless the context otherwise requires:
 - (a) Act means the Strata Schemes Management Act 1996.
 - (b) Building means the building(s) situated at 26-38 Saunders Street and 7-25 Quarry Master Drive, Pyrmont NSW 2009.
 - (c) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
 - (d) Occupier means the occupier of a Lot. (e) Owner means the owner of a Lot.
 - (e) Rooftop Area means that part of the common property located on the roof level of the Building as described on page 12 of Strata Plan 61725 as "Common Property" and being the rectangular area between the two sets of common property stairs and lifts.
 - (f) Swimming Pool means the swimming pool located in the Rooftop Area.



(3) In this by-law, unless the context otherwise requires:

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

(1) Conditions

(1) The owners corporation shall have the power to erect, display and maintain signs and warning notices relating to the Swimming Pool as prescribed by the Swimming Pools Act 1992 and its regulations.

(2) An Owner or Occupier must:

- (a)** not interfere with the owners corporation carrying out any work pursuant to clause 3.1;
- (b)** not damage the signs and warning notices; and
- (c)** Must abide by the signs and warning notices at all times.

(3) An Owner or Occupier must not use the Swimming Pool during the hours of 10.30pm to 6.00am on any day unless with the written consent of the Owners Corporation.

(4) The application in clause 3.3 to the owners corporation must be made in writing, shall be granted at the discretion of the owners corporation and must contain the following:

- (a)** the name and address of the applicant;
- (b)** a description of the event (if applicable);
- (c)** the reason for which the out of hours pool access is sought; and
- (d)** The times of day for which the out of hours pool access is sought.

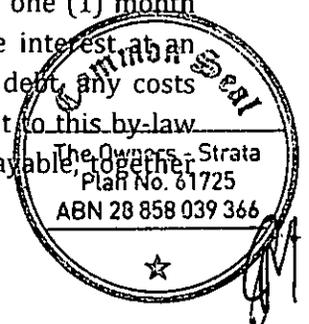
(5) The owners corporation shall provide their response to the application in clause 3.4 within fourteen (14) days of receiving such application otherwise the application is deemed to be refused.

(6) Any approval given by the owners corporation under clauses 3.4 and 3.5 may contain any reasonable conditions approved by the owners corporation at the time that the consent is given. This consent may be provided by the executive committee of the owners corporation.

(7) Any consent under this by-law can be modified, amended, revoked or rescinded by a meeting of the Owners Corporation (or executive committee).



- (8)** An Owner or Occupier when using the Rooftop Area (and, where applicable, when using the Swimming Pool) must comply with the following:
- (a)** abide by signs erected by the owners corporation in relation to the Swimming Pool;
 - (b)** not run around the Rooftop Area;
 - (c)** not dive into the Swimming Pool;
 - (d)** ensure that any children they are responsible for under the age of twelve (12) years are accompanied by an adult at all times;
 - (e)** not bring, carry or otherwise deposit any glass containers into the Swimming Pool or onto the Rooftop Area;
 - (f)** not consume or bring, carry or otherwise deposit any alcoholic beverages in the Rooftop Area;
 - (g)** not smoke anywhere in the Rooftop Area; and
 - (h)** Not carry out any activity which would interfere with the peaceful enjoyment of any other person using the Swimming Pool or Rooftop Area. For clarity, this includes playing or operating any amplified sound equipment.
- (9)** An Owner or Occupier must ensure that their invitee complies with the provisions of clauses 3.2, 3.3 and 3.8 in relation to the use of the Swimming Pool and entering the Rooftop Area.
- (10)** If an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation may:
- (a)** request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b)** serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c)** take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (d)** recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their invitee (whichever is applicable), or in enforcing the terms of this by-law, from either:
 - i.** the Owner (notwithstanding that the Occupier or invitee of the respective Lot Is in default); or
 - ii.** The Occupier (if the Occupier or invitee is in default).
- (11)** If the costs referred to in clause 3.1 O(d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law not paid at the end of one (1) month after they become due and payable, together



with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts.

28 Special By-Law 9 (Compliance with Easement)

- (1) The Lots and common property of the strata scheme are subject to two easements restricting the use of land in the section 888 instrument relating to strata plan 61725.
- (2) The restrictions in the easements referred to in clause 1.1 above provide as follows:
First Easement (burdening each Lot)

- (a) no car space forming part of any Lot is to be used other than by a registered proprietor, occupant or tenant of a Lot; and
- (b) Any occupant, lessee or registered proprietor of a Lot is not to enter into any lease, licence or transfer ownership of such car parking spaces to any person other than registered proprietor, occupant or tenant of a Lot.

Second Easement (burdening the common property)

- (c) no part of common property, other than visitor car parking, is to be used for car parking of visitors, and the loading spaces are only to be used by service vehicles; and
 - (d) No part of the common property, including the visitor car spaces and loading spaces, are to be leased, licenced, subleased or have exclusive use rights conferred.
- (3) The purpose of this by-law is to supplement the restrictions in those easements and to empower the owners corporation to enforce the restrictions provided under them.

Grant of Power

- (4) Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3.

This by-law to prevail:

- (5) If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the revisions of this by-law shall prevail to the extent of the inconsistency.



Definitions & Interpretation

- (1) In this by-law, unless the context otherwise requires:
- (a) Act means the Strata Schemes Management Act 1996.
 - (b) First Easement means the restrictions on the use of land firstly referred to in the section 888 instrument relating to strata plan 61725.
 - (c) Invitee means a bona fide visitor of an Owner or Occupier, and includes any of their visitors, employees, contractors, tradespersons, removalists or the like.
 - (d) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
 - (e) Occupier means the respective occupier of a Lot from time to time.
 - (f) Owner means the respective owner of a Lot from time to time.
 - (g) Second Easement means the restrictions on the use of land secondly referred to in the section 888 instrument relating to strata plan 61725.
- (2) In this by-law, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) References to legislation include references to amending and replacing legislation.

Conditions

- (1) An Owner or Occupier shall not cause or permit to be caused, any breach of the First Easement or Second Easement.
- (2) Each Owner or Occupier must ensure that any Invitee complies with the provisions of this by-law.
- (3) Owners and Occupiers acknowledge and agree that the terms of the First Easement and Second Easement, respectively, are affectations that affect the administration and management of the strata scheme, of which the owners corporation has responsibility, and agree to:
- (a) comply with the terms and conditions of both easements; and
 - (b) Submit to the enforcement regime in Part 4 of this by-law.
- (4) Owners and occupiers agree to indemnify the owners corporation for any loss, costs incurred or liability (including for defending any proceedings) commenced by any party benefitted under the First Easement or Second Easement for:



- (a) the Owner or Occupier's breach of the easement; or
 - (b) The Owner or Occupier's invitee's breach of the easement.
- (5) Without limiting the operation of clause 3.3 hereof, Owners and Occupiers acknowledge and agree that by virtue of the Second Easement:
- (c) the owners corporation cannot allow the parking of any invitee's vehicle on the common property other than in the designated visitor car parking spaces;
 - (d) that any loading spaces can only be used by service vehicles;
 - (e) the owners corporation must not grant or permit to be granted any lease, licence, sublease or exclusive use rights, or otherwise part with possession of any part of the common property, including the visitor and loading spaces, for the purpose of parking or storage of vehicles or boats; and
 - (f) The Owners and Occupiers will not request, or hold the owners corporation liable for not providing or conferring, any such rights.

Default By Owner

- (1) If an Owner or Occupier fails to comply with any obligation under this by-law, then the owners corporation may:
- (a) request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b) serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (d) recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their Invitee (whichever is applicable), or in enforcing the terms of this by-law, from either:
 - i. the Owner (notwithstanding that the Occupier or Invitee of the respective Lot is in default); or
 - ii. The Occupier (if the Occupier or Invitee is in default).
- (2) If the costs referred to in clause 4.1 (d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law not paid at the end of one (1) month after they become due and payable, together with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts.



29 Special By-Law 10 (Access Cards)

Grant of Power

- (1) In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions on the conditions in Part 3 of this by-law.

This by-law to prevail:

- (2) If there is any inconsistency between this by-law and any by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of the inconsistency.

Definitions & Interpretation

Definitions

- (1) In this by-law, unless the context otherwise requires:
- (a) Access Card mean any card that allows access to any part of the Building but excludes any security key for unlocking any front door to, and/or any door of any fire stairs within, the Building.
 - (b) Act means the Strata Schemes Management Act 1996.
 - (c) Building means the building(s) situated at 26-38 Saunders Street and 7-25 Quarry Master Drive, Pyrmont NSW 2009.
 - (d) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
 - (e) Occupier means an occupier of a Lot whose name is noted as a tenant on the strata roll for the owners corporation pursuant to a notice given to it under section 119 of the Act.
 - (f) Owner means the owner of a Lot.
 - (g) Strata Managing Agent means the strata managing agent for the owners corporation from time to time as determined by it.

Interpretation

- (2) In this by-law, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;



- (d) references to legislation include references to amending and replacing legislation; and
- (e) for clarity, no part of the definition of "Access Card" in clause 2.1 (a) is intended to provide, or imply that there is provision of, any further rights to any person to access the Building, and any areas of Lot or common property, which they do not already have.

Conditions

- (1) An Owner or Occupier will be provided with original Access Cards by the owners corporation.
- (2) Without limiting the operation of clause 3.4, the number of Access Cards provided to an Owner or Occupier will be determined as follows:
 - (a) for a one bedroom Lot: 2 Access Cards;
 - (b) for a two bedroom Lot: 4 Access Cards; and
 - (c) For a three bedroom Lot: 6 Access Cards.
- (3) The determination of the number of bedrooms in a Lot referred to in clause 3.2 shall be based on the original configuration of the Lot at the time of construction of the Building as approved by the local Council, subject to any subsequent approved alterations by it and the owners corporation.
- (4) The Owners Corporation may approve the issue of additional Access Cards to any Owner or Occupier upon receipt of an application from that Owner or Occupier. The Owner or Occupier making such an application must provide written reasons for the application and the owners corporation must retain a record of the application and its decision. The application may be approved by the owners corporation subject to conditions, including limiting the times of access. The Owners Corporation cannot unreasonably withhold consent the issue of additional Access Cards.
- (5) An Owner or Occupier to whom Access Cards are provided:
 - (a) Acknowledges that they shall use their reasonable endeavours to minimise and avoid losing, misplacing or damaging the Access Cards. For clarity, this includes not leaving Access Cards in an unsecured area of the common property;
 - (b) is liable for any costs of losing, misplacing or damaging an Access Card;
 - (c) is responsible for any Access Card that is lost, misplaced or damaged by their invitees to the Building; and
 - (d) Must ensure that any Access Card that is provided to them is not copied, duplicated or replicated.



- (6)** An Owner or Occupier who loses an Access Card must request a replacement card by contacting the Strata Managing Agent or a nominated representative of the owners corporation.
- (7)** A nominated representative of the owners corporation may demand an Owner or Occupier to produce any Access Cards in their possession for inspection.
- (8)** Any copied/duplicated/replicated Access Card other than ones issued under this by-law that is discovered to be in the possession of an Owner or Occupier or any other person must be immediately discarded and may be deactivated by the executive committee.
- (9)** An Owner or Occupier who loses an Access Card and requires the attendance of a contractor to their Lot for the purposes of access to their Lot indemnifies and shall keep indemnified the owners corporation against any loss or damage whatsoever including but not limited to any personal injury or death arising from or in connection with the attendance of a contractor engaged by the respective Owner or Occupier.
- (10)** If an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation may:
 - (a)** request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b)** serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c)** take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (d)** recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their invitee (whichever is applicable), or in enforcing the terms of this by-law, from either:
 - i.** the Owner (notwithstanding that the Occupier or invitee of the respective Lot is in default); or
 - ii.** The Occupier (if the Occupier or invitee is in default).
- (11)** If the costs referred to in clause 3.1 O(d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law not paid at the end of one (1) month after they become due and payable, together with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts.



30 Special By-Law 11 (Safety)

Grant of Power

- (1) In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions on the conditions in Part 3.

Definitions & Interpretation, By-Law to Prevail

Definitions

- (1) In this by-law, unless the context otherwise requires:
- (a) Act means the Strata Schemes Management Act 1996.
 - (b) Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot and/or common property including the local council.
 - (c) Building means the building(s) situated at 26-38 Saunders Street and 7-25 Quarry Master Drive, Pyrmont NSW 2009.
 - (d) Executive Committee means the executive committee of The Owners - Strata Plan No 61725.
 - (e) Invitee means a bona fide guest or visitor of an Owner or Occupier, including their contractors, tradespersons and removalists, but does not include an Occupier.
 - (f) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
 - (g) Occupier means the respective occupier of a Lot.
 - (h) Owner means the respective owner of a Lot.
 - (i) Security Key means any key issued to any Owner or Occupier for unlocking any front door to, and/or any door of any fire stairs within, the Building.

Interpretation

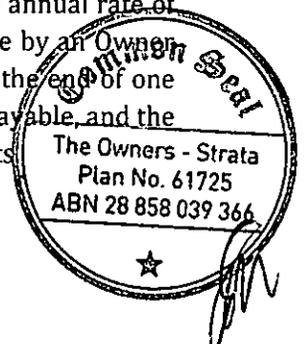
- (2) In this by-law, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act;
 - (d) references to legislation include references to amending and replacing legislation; and



- (e) Where a term of this by-law is inconsistent with any by-law applicable to the strata scheme then this by-law shall prevail to the extent of the inconsistency.

Conditions

- (1) Owners and Occupiers must keep their garage door to the car space of their Lot closed and locked when not in use.
- (2) Owners and Occupiers must ensure that any Security Key that is provided to them is not copied, duplicated or replicated.
- (3) Owners and Occupiers must not use any fire stairs in the Building except in the following circumstances:
- (a) in the case of emergencies;
 - (b) where the lifts are out of use; or
 - (c) With the written permission of the Executive Committee or the owners corporation.
- (4) Without limiting the operation of clauses 3.1 to 3.2 (inclusive), Owners and Occupiers must ensure that their Invitees comply with the provisions of clause 3.3 in relation to the use of fire stairs in the Building.
- (5) Owners and Occupiers will be liable for any damage caused to any part of the common property as a result of the activities carried out pursuant to, or prohibited or otherwise contemplated by, this by-law, and will make good at their own cost that damage immediately after it has occurred.
- (6) If an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation may:
- (a) request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b) serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (d) recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their Invitee (whichever is applicable), or in enforcing the terms of this by-law, from either:
 - i. the Owner (notwithstanding that the Occupier or Invitee of the respective Lot is in default); or
 - ii. The Occupier (if the Occupier or Invitee is in default).
- (7) If the costs referred to in clause 3.6(d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law not paid at the end of one (1) month after they become due and payable, together with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts



31 Special By-Law 12 (Compliance with Use and Occupancy)

Compliance with Use & Occupancy

- (1) Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and Occupiers are subject to the restrictions of Part 3 of this by-law.

This by-law to prevail:

- (2) If there is any inconsistency between any by-laws applicable to the strata scheme (including by-law 20) and this by-law then the provisions of this by-law shall prevail to the extent of the inconsistency.

Definitions & Interpretation

- (1) In this by-law, unless the context otherwise requires:
- (a) Act means the Strata Schemes Management Act 1996.
 - (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over a Lot or the Building including the Council.
 - (c) Building means the building(s) located at 26-38 Saunders Street and 7-25 Quarry Master Drive, Pyrmont NSW 2009.
 - (d) Council means City of Sydney Council.
 - (e) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
 - (f) Occupier means the occupier of a Lot. (g) Owner means the owner of a Lot.
- (2) In this by-law, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) References to legislation include references to amending and replacing legislation.
- (3) Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

By-Law for Compliance with Use & Occupancy



- (1)** Each Owner and Occupier must ensure that the Lot is not used for any purpose that is prohibited by law or this by-law.
- (2)** Each Owner and Occupier must ensure that no more than the maximum number of two (2) adults per bedroom occupy the Lot.
- (3)** The determination of the number of bedrooms in a Lot referred to in clause 3.2 shall be based on the original configuration of the Lot at the time of construction of the Building as approved by the local Council, subject to any subsequent approved alterations by it and the owners corporation.
- (4)** If an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation may:
 - (a)** request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b)** serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c)** take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (d)** recover its costs incurred in rectifying any damage to the common property occasioned by the Owner's or Occupier's (whichever is applicable) failure to comply with the obligation, or in enforcing the terms of this by-law, from either:
 - i.** the Owner (notwithstanding that the Occupier or invitee of the respective Lot is in default); or
 - ii.** The Occupier (if the Occupier or invitee is in default).
- (5)** If the costs referred to in clause 3.4(d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law not paid at the end of one (1) month after they become due and payable, together with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts.
- (6)** Each Owner and Occupier acknowledges and agrees that the owners corporation may, by its agents, employees or contractors, enter the Lot for the purpose of carrying out an inspection to ascertain whether the terms of the by-law are being complied with. The owners corporation shall provide at least 48 hours written notice of its intention to carry out such inspection.



32 Special By-Law 13 (Use of Gymnasium)

Grant Of Power

- (1) Notwithstanding anything contained in the by-laws applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions on the conditions set out in Part 3.

This by-law to prevail:

- (2) 1.2 If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of the inconsistency.

Definitions & Interpretation

- (1) In this by-law, unless the context otherwise requires:
- (a) Act means the Strata Schemes Management Act 1996.
 - (b) Building means the building(s) situated at 26-38 Saunders Street and 7-25 Quarry Master Drive, Pyrmont NSW 2009.
 - (c) Lot means any lot in strata plan 61725, strata plan of subdivision 62121 and strata plan of subdivision 65131.
 - (d) Occupier means the occupier of a Lot. (e) Owner means the owner of a Lot.
 - (e) Gym means the gymnasium located on the ground floor near the entry to 38 Saunders Street, Pyrmont NSW 2009.
- (2) In this by-law, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) an ender includes the other enders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation include references to amending and replacing legislation.

Conditions

- (1) An Owner or Occupier must not use the Gym during the hours of 9.30pm to 6.00am on any day unless with the written consent of the Owners Corporation.
- (2) An application made pursuant to clause 3.1 to the owners corporation must be made in writing, shall be granted at the discretion of the owners corporation and must contain the following:



- (a) the name and address of the applicant;
 - (b) a description of the event (if applicable);
 - (c) the reason for which the out of hours Gym use is sought; and
 - (d) the times of day for which the out of hours Gym use is sought.
- (3) The owners corporation shall provide their response to the application in clause 3.1 within fourteen (14) days of receiving such application otherwise the application is deemed to be refused.
- (4) Any approval given by the owners corporation under clause 3.1 and 3.3 may contain any reasonable conditions approved by the owners corporation at the time that the consent is given. This consent may be provided by the executive committee of the owners corporation.
- (5) Any consent under this by-law can be modified, amended, revoked or rescinded by a meeting of the Owners Corporation (or executive committee).
- (6) An Owner or Occupier when using the Gym must:
- (a) Be dressed appropriately when in the Gym area. For clarity, this means that shirts/singlets, pants and shoes must be worn at all times;
 - (b) bring a clean towel which must be placed underneath them when using any bench or seat;
 - (c) reset any equipment used to the settings that existed prior to their use;
 - (d) return any weights used to the rack in the Gym;
 - (e) not consume any alcoholic beverages in the Gym;
 - (f) not bring any alcoholic beverages into the Gym;
 - (g) use the equipment in a manner consistent with the design parameters of the equipment or, in the alternative, seek appropriate advice before using the equipment from a qualified and licensed trainer; and
 - (h) Ensure that children under the age of sixteen (16) years are accompanied by a person over the age of eighteen (18) years at all times in the Gym.
- (7) Owners and Occupiers further:
- (a) acknowledge and agree that, in using the Gym, they do so at their own risk;
 - (b) warrant that they are medically fit to use the equipment in the Gym and, if not, that they have sought advice from a medical practitioner prior to using the equipment and further that they will follow the advice of the medical practitioner; and
 - (c) Release the owners corporation from any liability incurred as a result of their usage of the equipment in the Gym, unless there is any fault of the owner corporation, its agents or representatives that causes the loss or damage.



- (8)** Owners and Occupiers must ensure that their invitees:
- (a)** comply with the provisions of this by-law at all times when using the Gym; and
 - (b)** Are accompanied by an Owner or Occupier at all times. For the purposes of this sub-clause, the accompanying Occupier must be a tenant that is noted on the strata roll for the owners corporation pursuant to a notice given to it under section 119 of the Act.
- (9)** Owners and Occupiers acknowledge and agree that they will indemnify the owners corporation for any loss, injury or damage to persons, personal property, or lot or common property as a result of the use of the Gym or any equipment by their invitee, unless such loss, injury or damage is caused by the fault of the owners corporation or its agents, contractors or representatives.
- (10)** If an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation may:
- (a)** request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b)** serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c)** take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (d)** recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their invitee (whichever is applicable), or in enforcing the terms of this by-law, from either:
 - i.** the Owner (notwithstanding that the Occupier or invitee of the respective Lot is in default); or
 - ii.** The Occupier (if the Occupier or invitee is in default).
- (11)** If the costs referred to in clause 3.10(d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law not paid at the end of one (1) month after they become due and payable, together with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts.



Annexure B

Additional Special By-Laws 14-16



33 Special By-Law 14 (Installation of Child Window Safety Devices)

- (1) This by-law is made pursuant to Division 3 of Part 5 of Chapter 2 to the Act.
- (2) 1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- (3) 1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
 - (a) install Child Window Safety Devices; and
 - (b) To impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.
- (4) The Child Window Safety Devices will be installed on any openable window where:
 - (a) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (b) when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (c) Any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

Grant of Power

- (1) Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

Definitions & Interpretation

Definitions

- (1) In this by-law, unless the context otherwise requires:
 - (a) Act means the Strata Schemes Management Act 1996.
 - (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
 - (c) Building means the building situated at 26-32 Saunders Street, Pyrmont
 - (d) Child Window Safety Device means the installation of:
 - i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or



iii. Any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.

(e) (Non-compliant Window means any openable window in the building where:

- i. The lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- iii. Any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).

(f) Lot means any individual lot in strata plan 61725. (g) Owner means owner of a Lot.

Interpretation

(2) 3.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) Where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

Installation of Child Window Safety Device

- (1) The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- (2) The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.
- (3) The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant. Complied with.
- (4) The owners corporation must comply with the Home Building Act 1989 where relevant.
- (5) The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- (6) The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.



- (7) The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

Access

- (1) The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under subsection 65(2) of the Act, to access the Lot for the purpose of:
- (a) installing the Child Window Safety Devices; and
 - (b) Determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- (2) The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

Maintenance, Repair and Replacement

- (1) The Owners acknowledge and agree that:
- (a) they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
 - (b) The cost of repair and replacement. If not paid in accordance with clause 6.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.
- (2) The procedure by which maintenance and repair is to be carried out, is as follows:
- (a) the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
 - (b) Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
 - (c) If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.



34 Special By-Law 15 (Lot 59 Bathroom Renovation Works)

Operation of by-law

- (1) The Owner under this by-law is the owner or owners of lot 59.
- (2) In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 61725, the terms of this by-law shall prevail to the extent of that inconsistency.
- (3) The Owner has the special privilege to perform the Works and keep the Works on the common property pursuant to the terms set out in this by-law.

Definitions

- (4) In this by-law, unless the context otherwise requires:
 - (a) Act means the Strata Schemes Management Act, 1996.
 - (b) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
 - (c) Building means the building situated at 17 Quarry Master Drive, Pyrmont.
 - (d) Council means the Council of the City of Sydney.
 - (e) Insurance means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of
 - ii. \$10,000,000;
 - iii. workers compensation insurance; and
 - iv. Insurance required under the Home Building Act, 1989 (if any).
 - (f) Lot means lot 59 in strata scheme 61725.
 - (g) Owner means the owner or owners of the Lot.
 - (h) Owners Corporation means The Owners - Strata Plan No. 61725.
 - (i) Plans means the plans, Documents, drawings and images for the works (if applicable).
 - (j) Works means the Owner's renovation works to the Lot and the common property to be carried out for and in connection with:
 - i. the removal of existing bathroom and ensuite fixtures and fittings and replacement with new bathroom fixtures and fittings;
 - ii. the installation of new downlights in bathroom and ensuite; and
 - iii. the installation of new bathroom and ensuite wall tiles and floor tiles over existing bathroom and ensuite wall tiles and floor tiles including



the installation of new waterproof membrane as set out in the Plans (where relevant) together with:

1. ancillary works to facilitate the works referred to above; and
2. Restoration of lot and common property (including the Lot) damaged by the works referred to above, and to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(5) In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) References to any Works under this by-law include any ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment and fittings.

Conditions

(6) Before the Works commence, the Owner must:

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

(7) To be compliant under this by-law, the Works (if approved) must:

- (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
- (b) be manufactured and designed to specifications for domestic use;
- (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
- (d) comply with the Home Building Act, 1989 (where relevant); and



- (e) Comprise materials that are new and suitable for the purpose for which they are used.
- (8) While the Works are in progress the Owner of the Lot must:
- (a) use duly licensed employees, contractors or agents to conduct the Works;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
 - (c) ensure that the Works are carried out expeditiously and with a minimum of disruption;
 - (d) only carry out the Works at times reasonably approved by the Owners Corporation;
 - (e) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the Building outside the Lot from damage relating to the Works;
 - (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and
 - (j) Not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.
- (9) After the Works have been completed, the Owner must:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time; and
 - (d) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.



(10) The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 9 above have been complied with.

(11) The Owner:

- (a)** must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
- (b)** must properly maintain and upkeep the Works;
- (c)** must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
- (d)** must maintain and upkeep those parts of the common property in immediate contact with the Works;
- (e)** must ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (f)** must comply with all directions, orders and requirements of any Authority relating to the Works and their use;
- (g)** remains liable for any damage to lot or common property (including the Lot) arising out of the Works;
- (h)** must comply with all directions, orders and requirements of any Authority and the reasonable directions of the Owners Corporation relating to Works; and
- (i)** Indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.

(12) If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a)** carry out all work necessary to perform that obligation;
- (b)** enter upon any part of the Lot to carry out that work; and
- (c)** recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

(13) The Works will always remain the property of the Owner

(14) In the event that the Owner desires to remove the Works, the provisions of Clauses 8-11 will apply.



35 Special By-Law 16 (Regulation Of Short Term Letting)

Grant of Right

- (1) 1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Strata Schemes Management Act 1996 (NSW), the owners corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3 of this by-law.

This by-law to prevail:

- (2) If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

Definitions & Interpretation

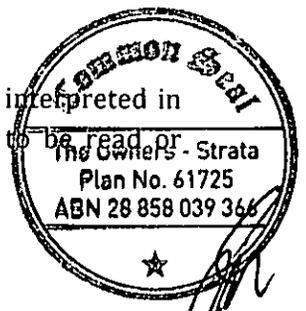
- (1) In this by-law, unless the context otherwise requires:

- (a) Council means The City of Sydney Council.
- (b) Development Consent means development consent granted by Council pursuant to the Environmental Planning and Assessment Act 1979 (NSW)
- (c) Lot means any lot in the Strata Scheme.
- (d) Owner means the respective owner of a Lot from time to time.
- (e) Short Term Rental means a Lot in the Strata Scheme which provides for temporary or short-term accommodation (for a period of less than three (3) months) on a commercial basis, but is not subject to a residential tenancy agreement.
- (f) Strata Scheme means the strata scheme relating to Strata Plan No. 61725 located at 26-32 Sanders Street, Pyrmont NSW 2009.

- (2) In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996 and Environmental Planning and Assessment Act 1979 (NSW); and
- (d) References to legislation include references to amending and replacing legislation.

- (3) If any provision or part of a provision of this by-law may be read or interpreted in such a way as to be void, invalid or otherwise unenforceable, it is to be read or interpreted in the alternative way that gives it effect.



interpreted to avoid the provision or part of provision being void, invalid or otherwise unenforceable.

- (4) Despite anything contained in this by-law, if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Conditions

- (1) An Owner or occupier of a lot must comply with any law concerning the use of the Lot, including the terms of any Development Consent and any environmental planning instrument under the Environmental Planning and Assessment Act 1979 (NSW).
- (2) Without limiting the terms of clause 3.1 above:
- (e) a Lot may only be owner-occupied or occupied by a tenant subject to a tenancy agreement under the Residential Tenancies Act 1987 (NSW);
 - (f) A Lot may not be let or used as a Short Term Rental, unless the Owner has provided the owners corporation with a written copy of the Development Consent which provides consent to the Lot being used on as a Short Term Rental.
- (3) An Owner must ensure that the respective Lot is not used for any purpose that:
- (a) is prohibited by law; or
 - (b) Is not in accordance with the conditions of any Development Consent relating to the Lot or the Strata Scheme.
- (4) An Owner must not advertise. Or permit or authorise any agent. Servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or any environmental planning instrument.
- (5) Enforcement:
- (a) If an Owner or occupier of a Lot, fails to comply with the terms of this by-law and as a consequence, the Council issues an Order or commences proceedings under the Environmental Planning and Assessment Act 1979 (NSW) in relation to that Lot then the Owner or occupier must indemnify the owners corporation for its costs of defending such an action and any penalty imposed.
 - (b) Further. if an Owner or occupier of a Lot fails to comply with this by-law or any Development Consent or planning law, then the owners corporation, at its sole discretion, may do all things necessary to enforce the terms of this by-law, or any relevant Development Consent or planning law requirement, including but not limited to:



- i. commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction; and/or
 - ii. Assisting Council in any legal proceedings.
- (c) The Owner or occupier must indemnify the owners corporation with respect to any expenses reasonably incurred by the owners corporation in relation to any proceedings referred to in clause 3.5.1 and 3.5.2 above.



Approved Form 10

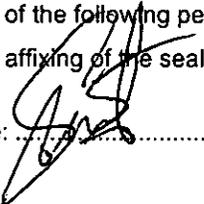
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 61725 was affixed on ^ 18 May 2017 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: Sebastian Matthews Authority: STRATA MANAGING AGENT

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 its 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.



Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**



AP883896S

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/SP 61725	
(B) LODGED BY	Document Collection Box <i>IW</i>	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP 61725
		CODE CH

- (C) The Owners-Strata Plan No. 61725 certify that pursuant to a resolution passed on 16/12/2019 and
- (D) in accordance with the provisions of Section No.141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. N/A
Added by-law No. N/A
Amended by-law No. By-Law 6,8,14 Special By-Law 7&20 as fully set out below:
Please refer to attached Consolidated By-Laws.

- (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. 61725 was affixed on 14/01/2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *[Signature]*
Name: Ebony Whelan
Authority: Strata Manager

Signature:
Name:
Authority:



*OFFICER
CDBL
AP 52824*

Copy of Diagram No. 1019199



SEWERAGE SERVICE DIAGRAM
MUNICIPALITY OF SYDNEY
SUBURB OF PYRMONT

Scale: Approx. 1:500

Distances/depths in metres pipe diameters in millimetres

SEWER AVAILABLE

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

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

SYMBOLS AND ABBREVIATIONS

- INDICATES - DRAINAGE FITTINGS**
- Chr. Manhole
 - L.H. Chamber
 - Boundary Trap
 - Inspection Shaft
 - Ph
 - Grease Interceptor
 - Gully
 - P. Trap
 - R Reflux Valve
 - Vert. Vertical Pipe
 - IP Induct Pipe
 - MF Mica Flap
 - Jn. Junction
 - RP Rodding Point
- INDICATES - PLUMBING FIXTURES & OR FITTINGS**
- CO Clear Out
 - D V Vent Pipe
 - 7 Tube
 - K Kitchen Sink
 - W Water Closet
 - B Bath Washbasin
 - H Handbasin
 - SV Soil Vent Pipe
 - Blid Bidet
 - S Shower
 - DIW Dishwasher
 - F Floor Waste
 - M Washing Machine
 - AS Bar Sink
 - LS Lab Sink
 - WS Waste Stack

DRAINAGE INSPECTED BY

Inspector: _____

Cert. Of Compliance No. _____

Field Diagram Examined by _____

Tracing Checked by _____

PLUMBING INSPECTED BY

Inspector: _____

Cert. Of Compliance No. _____

Date of Issue _____

Outfall _____

W.s. _____ Ur.s. _____ Plumber _____

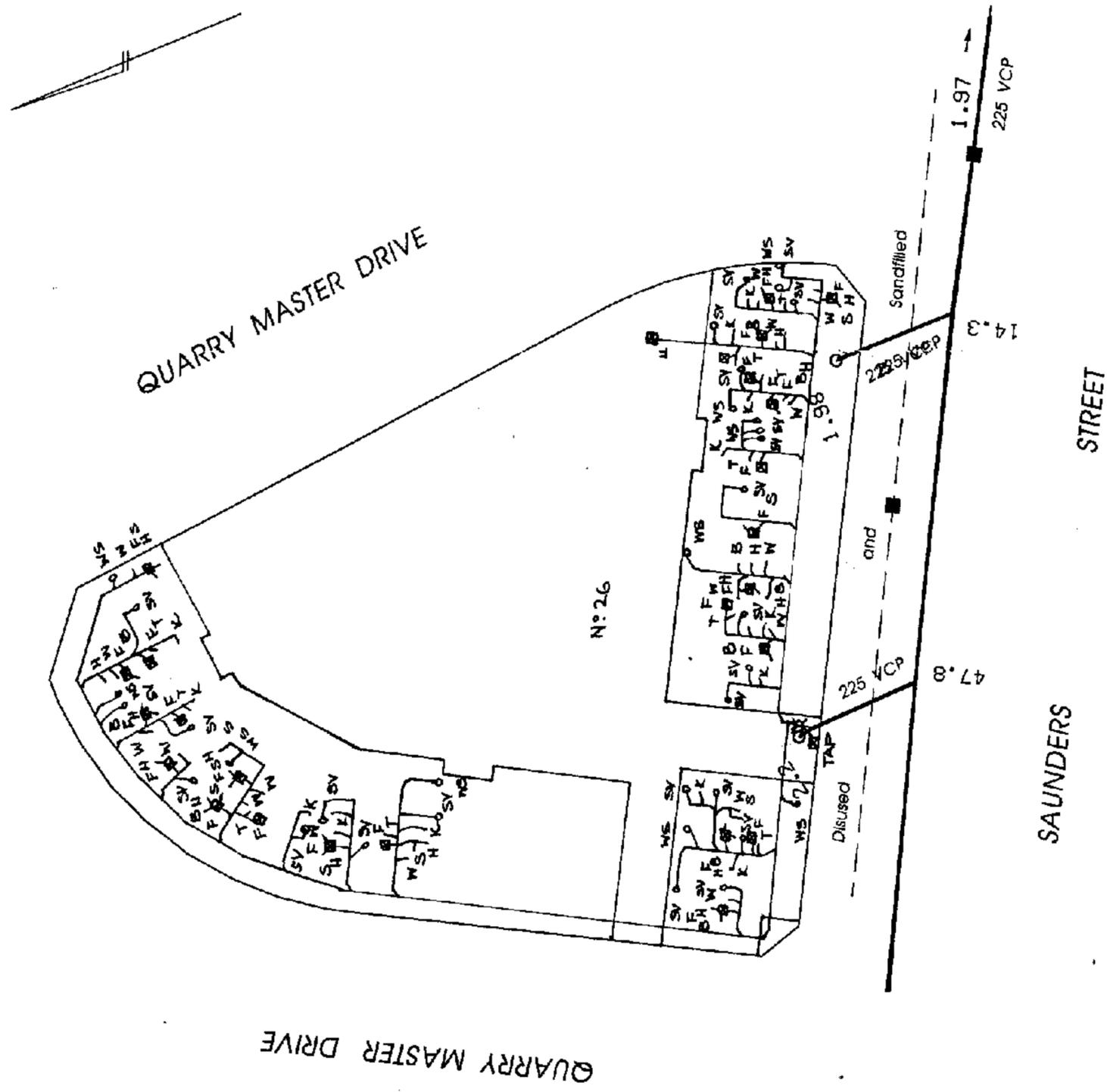
W.No. _____ Gaz. on _____

Boundary Trap is required

Sewer Ref. Sheet _____

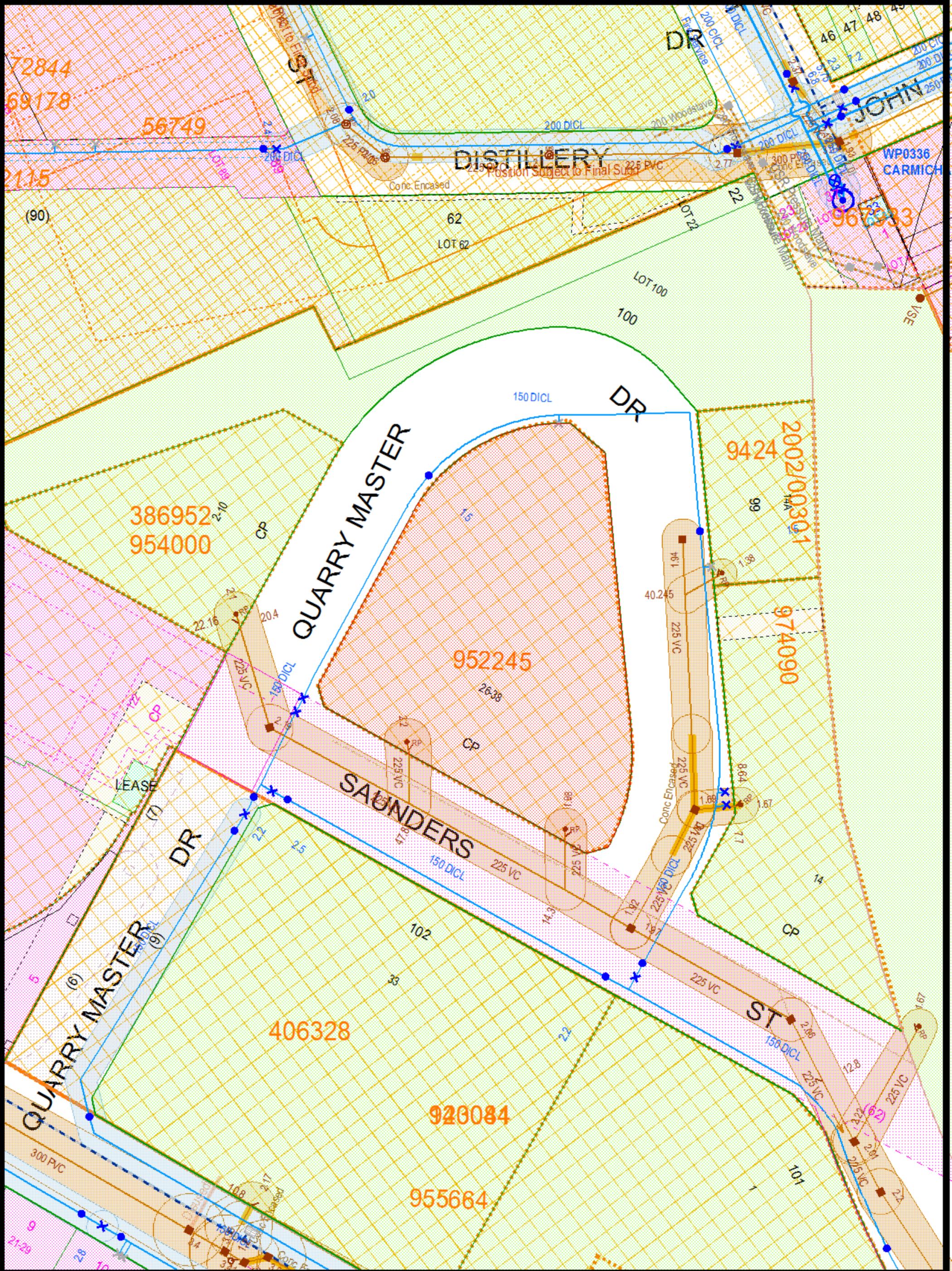
No. _____ For Regional Manager _____

Copy of Diagram No. 1019199



Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.



Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.