

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Morton Real Estate Agency 84 Alexander Street Crows Nest NSW 2065	Phone: 02 8424 9999 Ref: Maddison 0438 544 328 Email: maddison@morton.com.au
co-agent vendor	FITZROY PLACE PROPERTIES PTY LTD ATF The Fitzroy Place Trust ABN 19 868 540 139 of Locked Bag 5001 Alexandria NSW 2015	
vendor's solicitor	STEVEN STEFANOU & CO PO BOX 105, ENMORE NSW 2042	Phone: 02 9519 2666 Email: stefanou@bigpond.net.au Ref: SS/SE/
date for completion land (address, plan details and title reference)	42 nd day Unit _____, 8-10 Fitzroy Place Surry Hills NSW 2010 Lots _____ and _____ in Strata Plan 101956 Folio identifier: /SP101956; /SP101956 <input checked="" type="checkbox"/> VACANT POSSESSION	
improvements	<input type="checkbox"/> home unit (lot _____) <input type="checkbox"/> carspace and storage cage (lot _____)	
attached copies	Refer to Annexures 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 checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" 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 checked="" type="checkbox"/> other: air-conditioner, clothes dryer		
exclusions				
purchaser				
purchaser's solicitor		Phone:		
		Email:		
		Ref:		
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

purchaser's co-ownership ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

deposit ☐ INVESTED ☒ not invested

guarantor name and address:

name and address:

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

FOR EXECUTION SEE PAGE 2A

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

☐ NO

☒ yes (if yes, vendor must provide further details)

Refer to clause XXXXXX

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.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: **The Fitzroy Place Trust**

Supplier's ABN: **19868540139**

Supplier's GST branch number (if applicable):

Supplier's business address: **Unit 42J/ 110-116 Bourke Road, Alexandria NSW 2015**

Supplier's registered office: **Strategic Accounting Advisors, Level 2/116-118 Christie Street, St Leonards NSW 2065**

Supplier's email address: tony@belvoirproperty.com.au

Supplier's phone number: **0410 644 114**

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

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

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

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

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

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

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

List of Documents

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

2A

Execution by vendor

EXECUTED for and on behalf of **FITZROY
PLACE PROPERTIES PTY LTD 609 095
927**

in accordance with Section 127(1) of the
Corporations Act 2001:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary*

Execution by purchaser

SIGNED by the **PURCHASER** in the
presence of:

Signature of Witness

Signature

Name of Witness

Signature

EXECUTED for and on behalf of

(ACN) in accordance with
Section 127(1) of the *Corporations Act 2001*:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary*

33.1.1 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* (NSW) and Section 68 of the *Property, Stock and Business Agents Act 2002* (NSW):

- (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.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction or the vendor the full amount of the purchase price:
 - (a) If that amount can reasonably be determined immediately after the fall of the hammer-before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the vendor made before the fall of the hammer.

CERTIFICATE UNDER S66W CONVEYANCING ACT 1919

I _____
of _____

Solicitor, certify as follows:

- (a) I am a Solicitor currently admitted to practice in New South Wales.
- (b) This Certificate is given in accordance with S66W of the Conveyancing Act 1919, with reference to a Contract for the Sale of Land of the property at:

 _____ (Property)

 from _____ (Vendor)

 to _____ (Purchaser)
- (c) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to the Contract in order that the cooling off period be waived.
- (d) I do not act for the Vendor and am not employed in the legal practice of the 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 an employee.
- (e) I have explained to the Purchaser:
 - (i) The effect of the Contract for the purchase of that property;
 - (ii) The nature of this Certificate; and
 - (iii) The effect of giving this Certificate to the Vendor (i.e. that there is no cooling off period in relation to the Contract.)

Signed : _____ Dated : _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – issued by a <i>bank</i> and drawn on itself; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

**SPECIAL CONDITIONS FORMING PART OF THE CONTRACT FOR THE SALE OF LAND
(2019)**

32. INTERPRETATION and DEFINITIONS

In this Contract unless the context indicates a contrary intention the following provisions apply:-

- (a) **Plural.** Words importing the singular number shall include the plural and vice versa;
- (b) **Gender.** Words importing any particular gender include all other genders;
- (c) **Persons and Corporations.** Any reference to a person shall be deemed to include individuals, corporations, partnerships and government bodies and vice versa;
- (d) **Headings.** Headings of clauses and sub-clauses have been inserted for guidance only and shall not form any part of the context and shall not limit or govern the construction of this Contract;
- (e) **Construction.** No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this contract or any part of it;
- (f) **Conflict.** If there is any conflict between the provisions of these special conditions and those contained in the printed conditions of this contract, these special conditions prevail;

33. AMENDMENTS TO PRINTED FORM OF CONTRACT

This Contract is amended as follows:-

- (a) Clause 1: in respect of "bank" delete "a building society or a credit union";
- (b) Clause 6.2: is deleted;
- (c) Clause 7.1.1: replace "5% of the price" with "\$5,000.00";
- (d) Clause 8.1.1: by deleting the words "on reasonable grounds";
- (e) Clause 8.1.2: by deleting the words from "that" to "grounds" inclusive;
- (f) Clause 8.1: by inserting "or claim" after the word "requisition" where appearing;
- (g) Clause 8.2.2: is amended by adding after the word "contract" the words "to a maximum of 1% of the price";
- (h) Clause 10.1.8 and 10.1.9: each occurrence of the word "substance" being replaced with the word "existence" and replacing the word "disclosed" by the word "noted";
- (i) Clause 10: insert the following additional sub-clauses:
 "10.3 For the purposes of this clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this contract whether specified in the list of documents on page 2 or not and all material so appearing are deemed to have been disclosed in substance in this contract."
- (j) Clause 12: insert the following: "In this clause certificate does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.";
- (k) Clause 14.4.2: is deleted;
- (l) Clause 16.6: after the words "of the land" in the first line add "not less than 7 days prior to the completion date,";
- (m) Clause 16.8: is deleted;
- (n) Clause 19.2.3: delete "a party" and insert "the vendor"; and adding at the end of this clause "and the purchaser can claim for damages, costs or expenses arising out of a breach of this contract to a maximum of 1% of the price";
- (o) Clause 19.3 is added: "Despite clause 19.2.3, the Purchasers only remedy for a breach of warranty prescribed by the Conveyancing Sale of Land Regulation 2019 (NSW) is the remedy prescribed by that regulation."
- (p) New sub-clause 19.3 is added: "Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010 (NSW)* is the remedy prescribed by that regulation.";
- (q) Clause 20.6.5: insert the words "or by email" after the word "fax";
- (r) Clause 20.8: is amended by deleting "11", "17" and "24";
- (s) New sub-clause 20.16 is added:
 "20.16 In this contract, unless the context requires otherwise:
 20.16.1 in writing includes any communication sent by letter or email; and
 20.16.2 "including" and similar expressions are not words of limitation".

- (t) Clause 23.17.2 is deleted;
- (u) Clause 23.13: delete the words "at least 7 days";
- (v) Clause 23.14: delete the clause;
- (w) Clause 23.17.2: delete the clause;
- (x) Clause 24.3: delete the clause;
- (y) Clauses 25 to 29 are deleted;

Incapacity of a Party

34. Without in any manner negating, limiting 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 herein, should any of the Vendors or the Purchasers prior to completion:-
- (a) die or become mentally ill then either party may rescind the within contract by notice in writing forwarded to the Solicitor named as the other party's Solicitor and thereupon the within contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a Company resolves to go into liquidation or has a summons for winding up presented or enters into any scheme of arrangement with its creditors under the Corporation Law, or should any liquidator, receiver or official manager be appointed in respect of either party then that party shall be deemed to be in default hereunder.

Vendor's Agent

35. The Purchaser warrants that it was not introduced to the property or the Vendor by a real estate agent other than the Vendor's agent (if any) in circumstances which could give rise to a claim for commission or expenses in respect of the sale of the property. The Purchaser indemnifies the Vendor from and against any such claim (including all legal costs). This clause shall not merge on completion.

Representations and Warranties

36. (A) The purchaser warrants that:
- (i) unless stated otherwise in this contract, it has not entered into this contract in reliance on any documents or brochures produced or any expressed or implied statement, representation, promise or warranty made by the vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an effect on the property, including but not limited to the matters enumerated in (ii) (a-l) hereunder; and
 - (ii) it shall not make any objection, requisition or claim for compensation in relation to nor rescind terminate or delay completion of this contract because of:
 - (a) the location of the property and/or the area of the land or any improvements or inclusions thereon and subject to fair wear and tear;
 - (b) the suitability of the property or improvements for any use including, without limitation, the conduct of a business or any development whatsoever;
 - (c) any latent or patent defect in the property;
 - (d) the financial return or income to be derived from the property;
 - (e) the presence of any sewer drain manhole or vent on the property;
 - (f) whether or not the property is subject to or has the benefit of any right or easement in respect of any service to the property or the mains, pipes or connections thereof or the lack of any easements or rights in respect of any encroachment by or upon the land.

Building Certificate

37. (a) The vendor does not have a Building Certificate.
 (b) Completion of this contract is not conditional on the vendor or the purchaser obtaining a Building Certificate.
 (c) Prior to completion the Vendor will provide to the Purchaser a final occupation certificate.

Objections

38. Notwithstanding anything hereinbefore expressed or implied or contained the Vendor at its discretion shall be entitled to regard any claim for compensation under Clause 7 of the within contract as an objection or requisition within the meaning of Clause 8 hereof and at the expiration of seven (7) days from the Vendors or their Solicitors giving notice in writing to the Purchaser or the Purchaser's solicitor of such fact and that they are unwilling to pay or make such compensation as might be claimed by the Purchaser then any claim for compensation shall be deemed to be an objection or requisition within the meaning of the said Clause 8 and the provisions of such clause shall apply thereto.

Removal of Charges

39. The vendor shall be under no obligation to remove any charge on the property in respect of any rate tax or outgoing until completion of this contract and the vendor shall not be deemed to be unable, not ready or unwilling to complete this contract in consequence of any charge upon the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is so served (or at any time after service) there may be a charge upon the property in respect of any such rate, tax or outgoing.

Payment of the 10% Deposit by instalments

- 40.1 Where the Vendor has agreed, the Purchaser must pay a deposit equal to 10% of the Price payable as follows:
 (a) 5% of the Price on the making of this contract; and
 (b) a further 5% on the earlier of termination or completion of this contract.
- 40.2 If the deposit has been invested then clause 2.9 is amended by deleting the words "the parties equally" and replacing those words with "the vendor" so that all interest is payable to the vendor.

Warranty re Finance Approval

41. The purchasers warrant to the Vendor that they either:
 (a) hold a current loan in an amount and upon terms satisfactory to them and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein; or
 (b) do not require finance to complete this purchase:

and the Purchasers shall remain liable to the Vendor for damages arising from the breach of the purchasers' warranty notwithstanding that the Purchasers may have rights pursuant to the Consumer Credit Code (NSW) Act 1995. The Purchasers further acknowledge that the Vendor relies upon this warranty in entering into this contract.

Completion

- 42.1 Notwithstanding anything herein contained:
- (a) Completion of this Contract will take place on or before 3.30 p.m. on the Completion date. If that date is not a business day, the Completion date will be the next business day.
- (b) If this Contract is not completed on or by the Completion date the Vendor and the Purchaser will be entitled by notice in writing to the other to fix a date and time for completion of this contract and in this regard making the time for completion essential.
- (c) It is expressly agreed by the Vendor and the Purchaser that fourteen (14) days between (but excluding) the date of service of the notice and (and including) the date for completion specified in the notice will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring completion of this Contract even though the period includes days which are not business days. The party giving such notice may specify a time between 12.00 noon and 4.00 pm on the date specified for completion. The Vendor may at any time withdraw the notice and reserves the continuing right to give any further such notice.

- (d) If completion does not take place on or before the completion date for any reason not solely attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on completion to the Vendor by way of liquidated damages interest on the balance of the purchase money at the rate of eight per cent (8%) per annum calculated from (but excluding) the Completion date until the date of completion of this Contract. Payment of interest under this Contract is an essential term and the Vendor is not obliged to complete unless the Purchaser pays all interest on completion.
- (e) The Purchaser acknowledges that the interest rate specified represents a genuine pre-estimate of the losses that the Vendor would suffer as a result of a failure by the Purchaser to complete on the Completion date.

Vendor's costs on delay

- 43.2 If completion of this Contract is not effected by the completion date through no fault of the Vendor, the Purchaser shall pay to the vendor on settlement, in addition to the balance of the purchase money and the sum of \$100.00 plus GST being a genuine pre-estimate of the Vendor's additional legal expenses. This amount is to be applied in each instance where settlement could not be completed through no fault of the Vendor, or on each instance that the completion date is cancelled or postponed to another date. If the Vendor issues a Notice to Complete, a further \$225.00 plus GST becomes payable by the purchaser on completion. This is an essential term of the Contract.

Guarantee and Rescission

- 44.1 It is an essential condition of this contract that the Purchaser if a company must deliver to the Vendor a guarantee in the form of the Directors' Guarantee which is annexed to this contract duly executed by the Directors and by the principal shareholders of the purchaser on the date hereof.
- 44.2 Notwithstanding anything herein contained if a party exercises a right to rescind expressly given by this contract or any legislation that party shall have no claim for damages, costs or expenses and the right of rescission shall be the only remedy.

Sewer Service Diagram/Sewer location diagram

45. The Purchaser acknowledges and agrees:
- (a) The Sewer Service Diagram and/or Sewer location diagram attached to the Contract are the only diagrams available from the water authority; and
 - (b) Attached is the current Sewer Service Diagram from Sydney Water.

Error in adjustments of outgoings

46. Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion the vendor and the purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the party to whom it is payable. This clause shall not merge on completion.

Authorisation

47. Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

Building Defects

- 48.1 Any defects or faults due to faulty materials workmanship (excluding minor shrinkage and minor settlement cracks and other normal maintenance and normal wear and tear) which may appear in the property and which are notified in writing to the Vendor before the expiration of three (3) months after the date of completion must be made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that three (3) month period. The Purchaser may not give notice of defects (except for major defects) on more than two occasions.
- 48.2 If any disagreement arises in connection with this Clause 48 either the Vendor or the Purchaser may refer the disagreement to a single arbitrator nominated by the President for the time being of the Royal Australian Institute of Architects of NSW Chapter and the Arbitrator's decision will be final and conclusive and binding on the parties and the costs of the arbitration must be borne by the party against whom the Arbitrator's decision is made or if there is no such

party then by the party or parties who the Arbitrator determines is or are to bear the costs, otherwise equally by the parties.

- 48.3** Before completion the Purchaser must not require the Vendor to make good any minor defects or faults which may have appeared in the property before completion and shall not be entitled to delay completion or retain or require to be held in trust any of the purchaser price as a result of any such minor defects or faults.
- 48.4** Any notice given by the Purchaser under this clause must be given to the Vendor direct addressed to "Locked Bag 5001, Alexandria NSW 2015" or to email tony@belvoirproperty.com.au and not to the Vendor's Agents or the Vendor's solicitors.
- 48.5** The purchaser acknowledges and agrees that the issue of the Final Occupation Certificate will be conclusive evidence that there are no major defects in the property.

Vendor's Disclosures

- 49.1** The vendor discloses that:
- (a) the property is a lot in the Strata Scheme which is to be used for residential purposes;
 - (d) arrangements with Service Providers for the provision of Services to the Strata Parcel may not have been concluded as at the date of this contract;
 - (e) the vendor has NBN to the units but the Purchaser must open and connect with their own account at their cost;
 - (f) the vendor may procure the Owners Corporation to enter into arrangements with Service Providers for the provision of Services to the Building or to assume obligations under agreements in relation to those arrangements;
 - (g) the vendor intends to procure the Owners Corporation to enter into an agreement with a strata managing agent;
 - (h) the Vendor specifically discloses that the Vendor will procure the Owners Corporation to enter into an agreement with a services supplier or suppliers for the installation of an embedded services network for the Building. Annexed hereto is "Supply Order – Metering Equipment for Embedded Networks" and "Supply Order – Serviced Hot Water – Natural Gas – New Development" entered into by the Vendor and which will be entered into by the Owners Corporation prior to completion.
- 49.5** The Purchaser agrees that it will make no requisition, objection or claim for compensation with respect to any matter referred to in this clause.

Home Building Act

- 50.1** The Vendor is exempt from the requirements of the *Home Building Act 1989* and the *Home Building Amendment (Insurance) Regulation 2001* (HBA) relating to the attachment of an insurance certificate to this contract because the residential building/s to be constructed will be greater than three stories in height. The Purchaser may not make any requisition, objection or claim in this regard.

Selling and Leasing Activities

- 51.1** The Purchaser acknowledges that both before and after completion the Vendor and persons authorised by the Vendor are entitled to and will:-
- (a) Conduct selling and leasing activities in the building; and
 - (b) Place and maintain in, on and about the building (but not the subject lot) signs in connection with those selling and leasing activities.
- 51.2** The Purchaser must vote against any motion for a resolution proposed for consideration by a general meeting of the Body Corporate the passing of which would curtail or inhibit the rights of the vendor referred to in this clause.
- 51.3** Clause **51.1** and **51.2** continue to apply until the Vendor completes the sale of all lots in all the Strata Schemes forming part of the Land.
- 51.4** The provisions of this clause shall not merge in the Transfer of the subject lot.

Strata Manager

- 52.** The Purchaser acknowledges that the Vendor may in its absolute discretion procure the Owners Corporation to enter into a management agreement for the professional management of the Strata Scheme created on registration of the Strata Plan. The Purchaser shall at no time be entitled to object to the Owners Corporation entering into any management agreement as contemplated by this clause.

Rates and Insurance Adjustments

- 53.1** If at the date of completion a separate assessment for municipal rates or meter and sewerage rates in respect of the subject lots for the year current at the date of completion have not been issued the parties shall adjust at the Vendors reasonable discretion on the unit entitlement basis or as to:
 Council Rates: \$300-00 per quarter;
 Water Rates: \$260-00 per quarter;
 And such rates shall be deemed to be paid and adjusted on that basis.
- 53.2** **In the event that strata levies and capital works fund levies have not been struck prior to completion** the Purchaser shall also pay an amount at settlement being the adjustment for the amount of strata insurances paid or payable by the Vendor in respect of the Strata Scheme and the Common Property apportioned on the unit entitlement of the unit/lots sold, such insurance being the gross amount of insurance premiums paid by the Vendor including brokerage fees and commission. For the purpose of this Contract "outgoings" shall include such insurances.

Depreciation Certificate

- 54.1** The Purchaser may obtain a depreciation schedule for the subject lot from Mitchell Brandtman ("Mitchell") whose particulars are set out in the attached Authorisation Form annexed hereto. If required by the Purchaser the Purchaser must pay the fees required by Mitchell and make a request direct to Mitchell.
- 54.2** The Vendor makes no covenant or warranty with or to the Purchaser in respect of the deductibility or depreciable amounts from the assessable income of the Purchaser or its successors, transferees or assignees in title.

Specific disclosures

- 55.1** The Vendor specifically discloses terms of condition (19) of the conditions of consent:

"PROHIBITION ON PARTICIPATION IN RESIDENT PARKING PERMIT SCHEME - APPLICATION OF CITY OF SYDNEY PARKING POLICY"

All owners, tenants and occupiers of this building are advised that it is the Policy of Council that they are not eligible to participate in any existing or proposed Council on-street resident parking schemes. The owner of the dwelling must advise all intending owners, tenants and occupiers of the dwelling of this prohibition in writing at the time of entering into a purchase / lease / occupancy agreement."

Benefits of Certain Agreements to Continue After Completion

- 56.** The parties acknowledge that the benefit of the provisions of this Contract having application after completion shall continue to apply notwithstanding completion.

Governing Law

- 57.** This contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

58. Further Amendments to printed form of contract

- (a) Clause 31.2.1 - add "which must include the vendor's address and email address as noted on the front page of this contract or otherwise notified to the purchaser";
- (b) Clause 31.2.2 - add "or attend to payment of the remittance amount at completion in a manner acceptable to the Australian Taxation Office and agreed to by the vendor and purchaser";
- (c) Clause 31.2.3 - add "unless already paid on completion in accordance with clause 31.2.2";
- (d) Clause 31.5 - delete "in respect of every vendor" and replace with "in respect of every registered proprietor of the land";
- (e) Clause 31.6 is included as follows "The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser's failure to pay the remittance amount to the Australian Tax Office in accordance with clause 31.2.3";
- (f) "remittance amount" means the "remittance amount payable in accordance with section 14-200(2) of the TA Act.

GST**59.1 Interpretation**

- (a) Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('the GST Act') have the same meaning in this clause.
- (b) In this clause 67:
 - (i) "GST Withholding Payment" means a payment under section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth);
 - (ii) "Purchaser GST Withholding Notice" means a form to be given by the purchaser to the Commissioner of Taxation as notification of the purchaser's obligation to make a GST Withholding Payment;
 - (iii) "Purchaser Settlement Confirmation Notice" means a form to be given by the purchaser (or the purchaser's agent) to the Commissioner as notice of the date for completion of this contract;
 - (iv) "TAA" or "TA Act" means the Taxation Administration Act 1953 (Cth);
 - (v) "Vendor GST Withholding Notice" means a written notice stating whether the purchaser is required to make a GST Payment in relation to the sale or supply of the property; and

Price includes GST

- 59.2** The Price shown in this contract includes GST. If the vendor is liable to pay GST in respect of the sale or supply of the property, or the purchaser is required to make a GST Withholding Payment, the Price will not be increased to include an additional amount for GST.

Vendor to give GST notification

- 59.3** If the purchaser is required to make a GST Withholding Payment in respect of a supply made under or in connection with this contract, the vendor must give the purchaser a Vendor GST Withholding Notice by no later than ten (10) days before the date for completion of this contract (unless the contract provides the amount of GST Withholding Payment required to be paid when no further notification is required).

Payment of GST Withholding Amount

- 59.4**
- (a) This clause 59.4 applies if the vendor gives the purchaser a Vendor GST Withholding Notice stating that the purchaser must make a GST Withholding Payment (unless details of such notice are provided in this contract).
 - (b) The purchaser must as an essential term lodge a duly completed Purchaser GST Withholding Notice with the Australian Taxation Office and give evidence of having done so to the vendor by no later than five (5) business days prior to the date for completion.
 - (c) As a condition of completion, the purchaser must serve on the vendor a notice stating the Lodgement Reference Number and Payment Reference Number (or other relevant identification number) issued by or on behalf of the Commissioner of Taxation to the purchaser upon lodgement of the Purchaser GST Withholding Notice or Purchaser Settlement Confirmation Notice.
 - (d) The purchaser must make a GST Withholding Payment by paying the amount specified in the Vendor GST Withholding Notice (GST Withholding Amount) by either:
 - (i) where completion takes place in the Electronic Workspace in accordance with clause 30 of the printed conditions, paying the GST Withholding Amount to the Australian Taxation Office through that facility; or
 - (ii) where completion does not take place in the Electronic Workspace in accordance with clause 30 of the printed conditions, giving the vendor a bank cheque for the GST Withholding Amount drawn in favour of the Commissioner of Taxation. The vendor must promptly remit the bank cheque to the Australian Taxation Office.

Parties to co-operate

- 59.5** The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:
- (a) Providing any information reasonably requested by the other party; and
 - (b) Making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act

Appliance Warranties

- 60.1** The vendor must serve:
- (a) on or as soon as reasonably possible after completion all written warranties in respect of appliances and the like in the property that are in the physical possession of the vendor for those inclusions in the sale; and
 - (b) within six months after the completion all written warranties in respect of appliances and the like in the property that come into the physical possession of the vendor that were not in the physical possession of the vendor on completion of those inclusions in the sale.
- 60.2** If those warranties are capable of assignment, then on or by virtue of completion the vendor assigns to the purchaser all of the vendor's interest in them.

Completion Date Variation due to Christmas closure

- 61.** Notwithstanding anything else herein contained the Vendor and Purchaser agree that if the Completion date falls due after 23 December 2020 then the completion date shall be extended to 25 January 2021 and neither party shall be in default in such circumstances.

DIRECTORS GUARANTEE

Executed as a deed

PURCHASER: _____

ACN: _____

INCORPORATED IN THE STATE OF:
(herein called the "Purchasing Company")**PROPERTY:** _____I / We _____
("the Guarantors")

being director/s of: _____

("the Purchasing Company"), in consideration of "the Vendor" at my/our request agreeing to sell the property described in this Contract to the Purchasing Company DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchasing Company of ALL THE TERMS AND CONDITIONS of the within Contract and do further COVENANT AND AGREE THAT I/WE WILL INDEMNIFY and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and conditions of this Contract for Sale in its entirety.

Signed by: _____)
 in the presence of: _____)
 Signature: _____)

Name and address

Signed by: _____)
 in the presence of: _____)
 Signature: _____)

Name and address

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

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

Applications, Orders etc

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

Owners Corporation management

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

Capacity

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

Requisitions and transfer

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



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101956

SEARCH DATE	TIME	EDITION NO	DATE
6/11/2020	12:51 PM	1	4/11/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101956
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101956

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101956
ADDRESS FOR SERVICE OF DOCUMENTS:
8-10 FITZROY PLACE
SURRY HILLS, NSW 2010

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 AQ203709 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1265692 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1265692 RIGHT OF CARRIAGEWAY 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 SP101956 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 101956

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	810	2 -	544	3 -	580	4 -	535
5 -	570	6 -	341	7 -	353	8 -	393
9 -	500	10 -	607	11 -	334	12 -	340
13 -	397	14 -	508	15 -	902	16 -	593
17 -	732	18 -	552	19 -	44	20 -	48
21 -	37	22 -	37	23 -	44	24 -	40
25 -	44	26 -	48	27 -	7	28 -	7
29 -	7	30 -	7	31 -	7	32 -	7

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 6/11/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101956

PAGE 2

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

STRATA PLAN 101956

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
33	- 7	34	- 7	35	- 11		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 6/11/2020

* 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.

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CERTIFICATE ORDER SUMMARY

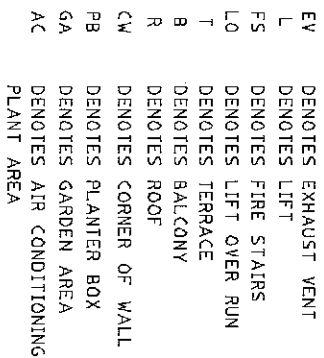
Transaction Details

Date: 06/11/2020 12:55
Order No. 65014167
Certificate No: 99446718
Your Reference: Fitzroy
Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 101956
Available: Y
Size (KB): 345
Number of Pages: 11
Scan Date and Time: 04/11/2020 14:02

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SAI Global Property Division 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.

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716810	DF



SP101956

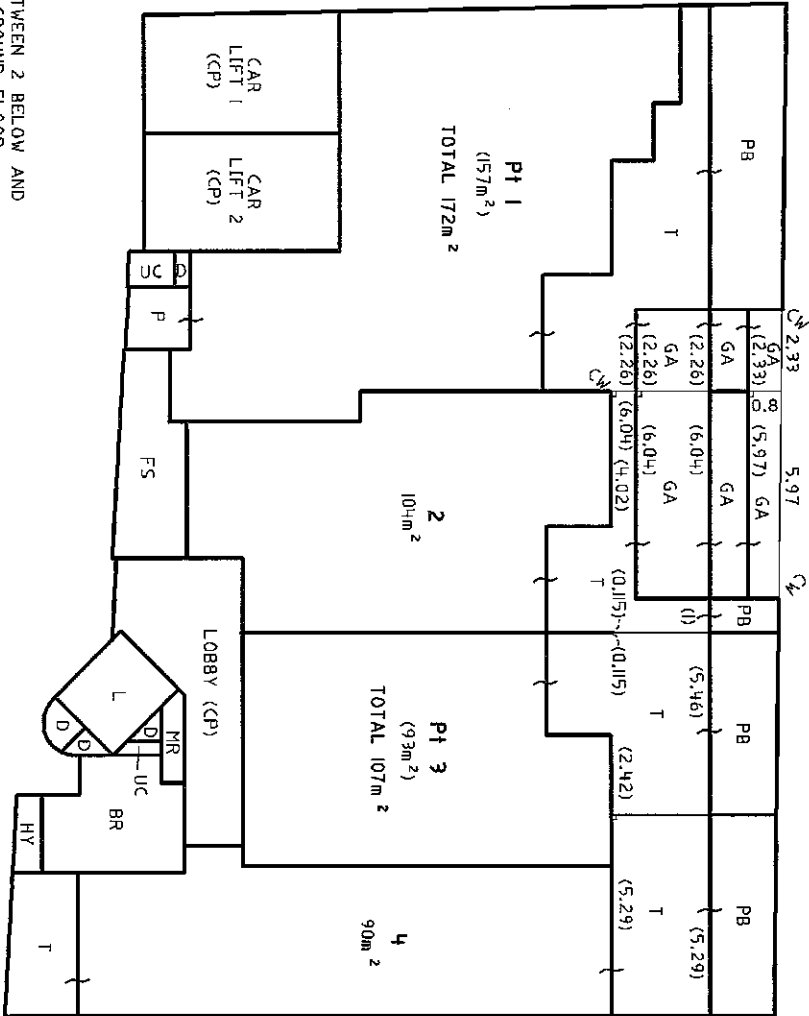
NOT TO SCALE

DENOTES BOUNDARY RUNS TO
CENTRE OF COLUMN

SP101956

CP	DENOTES COMMON PROPERTY
S	DENOTES STORAGE
L	DENOTES LIFT (CP)
FS	DENOTES FIRE STAIRS (CP)
FE	DENOTES FIRE EXIT (CP)
CS	DENOTES CARSPACE
SCS	DENOTES SMALL CARSPACE
DIS	DENOTES DISABLED PERSON CARSPACE
SH	DENOTES SHARED ZONE (CP)
CW	DENOTES CORNER OF WALL
WC	DENOTES TOILET (CP)
CR	DENOTES COMMONS ROOM (CP)
SR	DENOTES SWITCH ROOM (CP)
C	DENOTES CENTRE LINE OF COLUMN PRODUCED
W	DENOTES LINE OF WALL PRODUCED
R	DENOTES LINE OF EAST FACE OF COLUMN PRODUCED
S3	DENOTES STORAGE PL LOT 3
S23	DENOTES STORAGE PL LOT 23

FLOOR PLAN
LEVEL TWO (GROUND FLOOR)



GARDEN AREAS ARE LIMITED IN STRATUM BETWEEN 2 BELOW AND 10 ABOVE THE UPPER SURFACE OF THE MAIN GROUND FLOOR OF ITS DWELLING EXCEPT WHERE COVERED OR HARDSTAND SURFACED WITHIN THESE LIMITS

PLANTER BOXES AND TERRACES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

- CP DENOTES COMMON PROPERTY
- GA DENOTES GARDEN AREA
- P DENOTES COVERED PORCH
- L DENOTES LIFT (CP)
- FS DENOTES FIRE STAIRS (CP)
- T DENOTES TERRACE
- CW DENOTES CORNER OF WALL
- MR DENOTES METERS ROOM (CP)
- HY DENOTES HYDRANT BOOSTER ROOM (CP)
- BR DENOTES BIN ROOM (CP)
- PB DENOTES PLANTER BOX
- UC DENOTES UTILITIES CABINET (CP)
- D DENOTES DUCT (CP)
- R DENOTES RIGHT ANGLE

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-13

PLAN OF SUBDIVISION OF LOT 10 IN DP 1261757

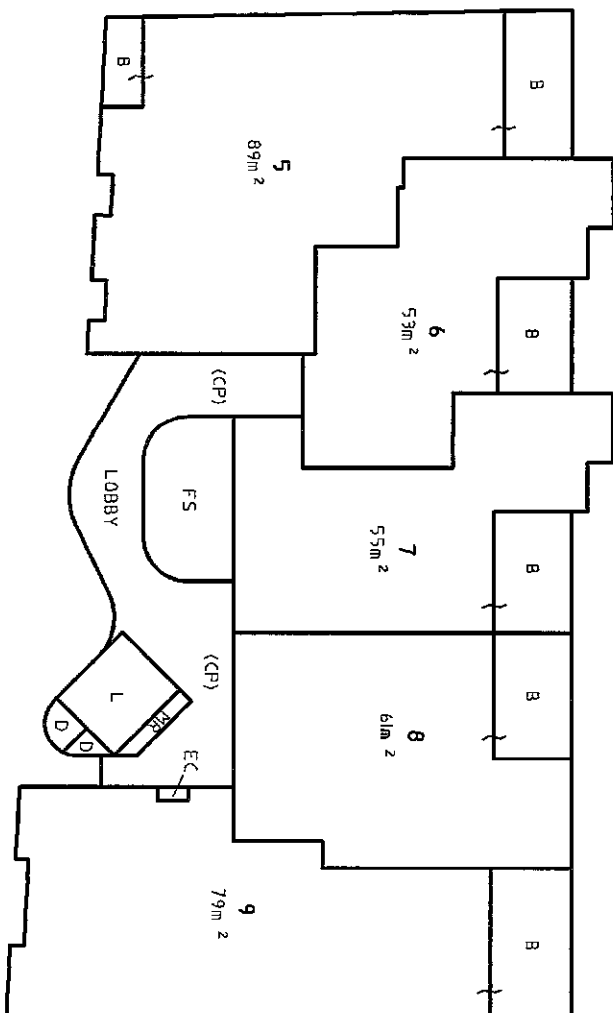
L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres



REGISTERED
04/11/2020

SP101956

FLOOR PLAN LEVEL THREE (FIRST FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
D DENOTES DUCT (CP)
MR DENOTES METERS ROOM (CP)
EC DENOTES ELECTRICAL CLOSET (CP)

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-13

PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757

L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres

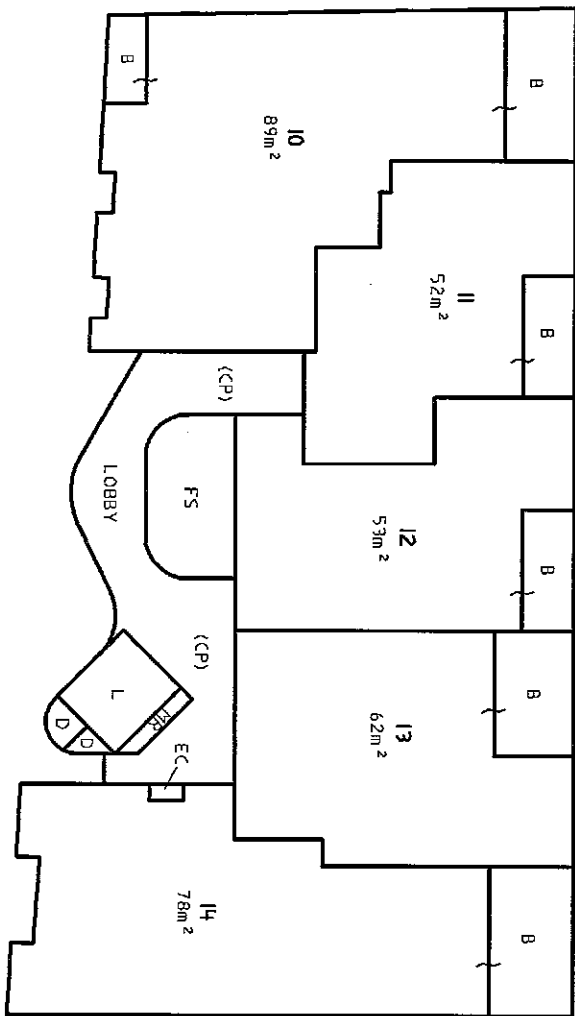


REGISTERED

04/11/2020

SP101956

FLOOR PLAN
LEVEL FOUR (SECOND FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- FS DENOTES FIRE STAIRS (CP)
- B DENOTES BALCONY
- D DENOTES DUCT (CP)
- MR DENOTES METERS ROOM (CP)
- EC DENOTES ELECTRICAL CLOSET (CP)

Surveyor : GIUSEPPE JOHN BOTTARO

GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200

Date : 7th OCTOBER 2020

Reference : 12467-13

PLAN OF SUBDIVISION OF LOT 10 IN DP 1261767

L.G.A.: SYDNEY

Locality: SURRY HILLS

Reduction Ratio: 1 : 150

Lengths are in metres

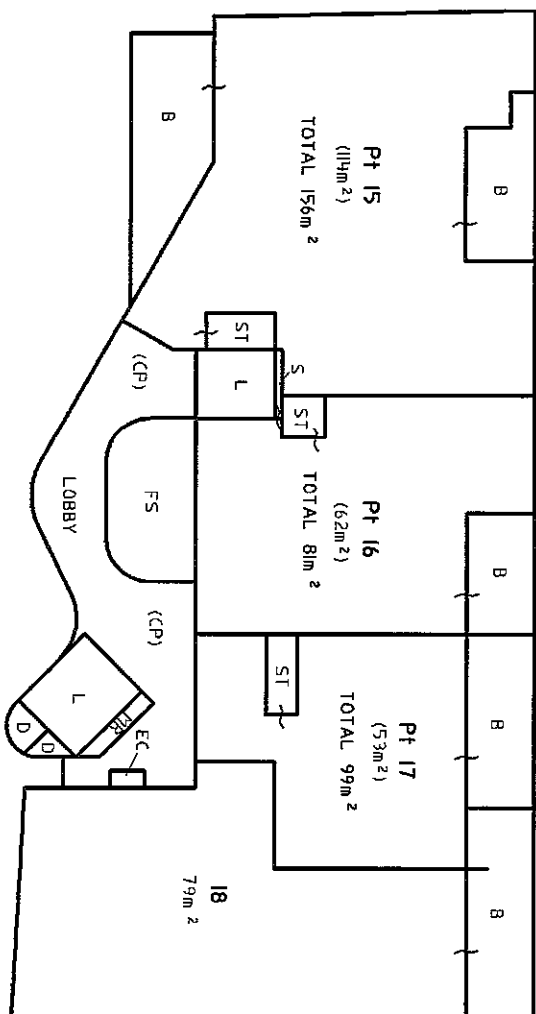
REGISTERED



04/11/2020

SP101956

FLOOR PLAN LEVEL FIVE (THIRD FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
D DENOTES DUCT (CP)
S DENOTES STORAGE SPACE (CP)
MR DENOTES METERS ROOM (CP)
ST DENOTES INTERNAL STAIRS

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-13

PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757

L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres

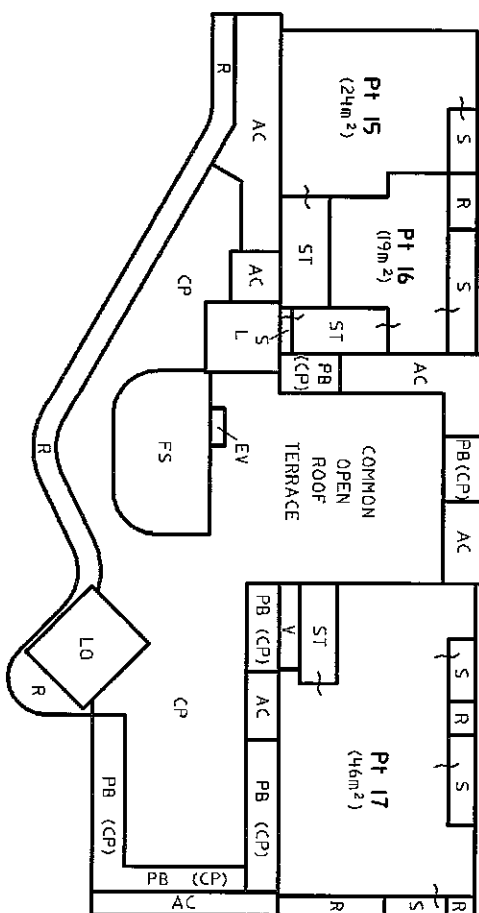


REGISTERED

04/11/2020

SP101956

FLOOR PLAN LEVEL SIX (FOURTH FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- FS DENOTES FIRE STAIRS (CP)
- PB DENOTES PLANTER BOX
- LO DENOTES LIFT OVER RUN (CP)
- AC DENOTES AIR CONDITIONING PLANT AREA (CP)
- ST DENOTES INTERNAL STAIRS
- EV DENOTES EXHAUST VENT (CP)
- S DENOTES STORAGE
- V DENOTES VOID
- R DENOTES ROOF (CP)

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-13

PLAN OF SUBDIVISION OF LOT 10 IN DP 1261757


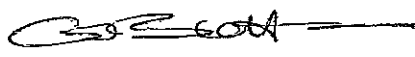
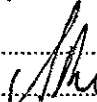
L.G.A.: SYDNEY
Locality: SURREY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres





REGISTERED

04/11/2020


SP101956

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  04/11/2020		SP101956
PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757	LGA: SYDNEY Locality: SURRY HILLS Parish: ALEXANDRIA County: CUMBERLAND	
This is a *FREEHOLD/LEASEHOLD Strata Scheme		
Address for Service of Documents 8-10 FITZROY PLACE SURRY HILLS NSW 2010 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
Surveyor's Certificate I GIUSEPPE JOHN BOTTARO of GEOMETRA CONSULTING PTY LTD PO BOX 3530 CENTRO BANKSTOWN NSW 2200 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 7 th OCTOBER 2020 Surveyor ID: SU 00564 Surveyor's Reference: 12467-13 ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Strata Certificate (Registered Certifier) I, ANTHONY ALLEN , being a Registered Certifier, registration number B57C0004 , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 742/2020/A Relevant Planning Approval No.: CDC 2020/81/A issued by: ANTHONY ALLEN (B57C0004) Signature:  Date: 12/10/20 ^ Insert lot numbers of proposed utility lots.	

* Strike through if inapplicable

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																																																												
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Registered:  04/11/2020</p> </div> <div style="width: 50%; text-align: center;"> <h1 style="margin: 0;">SP101956</h1> </div> </div>		<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div>																																																																												
<p style="text-align: center;">VALUER'S CERTIFICATE</p> <p>I, Garry Pavlis of 138/418 Pitt Street Sydney being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:</p> <p>Professional Body: Australian Property Institute Class of membership: Associate, Certified Practicing Valuer Membership number: 68867</p> <p>certify that the unit entitlements shown in the schedule herewith were apportioned on 9 October 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015.</p> <p>Signature:  Date 9 October 2020</p> <p>* Full name, valuer company name or company address</p>																																																																														
<p style="text-align: center;">SCHEDULE OF UNIT ENTITLEMENT</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:15%;">LOT No.</th> <th style="width:35%;">UNIT ENTITLEMENT</th> <th style="width:15%;">LOT No.</th> <th style="width:35%;">UNIT ENTITLEMENT</th> </tr> </thead> <tbody> <tr><td>1</td><td>810</td><td>19</td><td>44</td></tr> <tr><td>2</td><td>544</td><td>20</td><td>48</td></tr> <tr><td>3</td><td>580</td><td>21</td><td>37</td></tr> <tr><td>4</td><td>535</td><td>22</td><td>37</td></tr> <tr><td>5</td><td>570</td><td>23</td><td>44</td></tr> <tr><td>6</td><td>341</td><td>24</td><td>40</td></tr> <tr><td>7</td><td>353</td><td>25</td><td>44</td></tr> <tr><td>8</td><td>393</td><td>26</td><td>48</td></tr> <tr><td>9</td><td>500</td><td>27</td><td>7</td></tr> <tr><td>10</td><td>607</td><td>28</td><td>7</td></tr> <tr><td>11</td><td>334</td><td>29</td><td>7</td></tr> <tr><td>12</td><td>340</td><td>30</td><td>7</td></tr> <tr><td>13</td><td>397</td><td>31</td><td>7</td></tr> <tr><td>14</td><td>508</td><td>32</td><td>7</td></tr> <tr><td>15</td><td>902</td><td>33</td><td>7</td></tr> <tr><td>16</td><td>593</td><td>34</td><td>7</td></tr> <tr><td>17</td><td>732</td><td>35</td><td>11</td></tr> <tr><td>18</td><td>552</td><td>TOTAL</td><td>10,000</td></tr> </tbody> </table>			LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	1	810	19	44	2	544	20	48	3	580	21	37	4	535	22	37	5	570	23	44	6	341	24	40	7	353	25	44	8	393	26	48	9	500	27	7	10	607	28	7	11	334	29	7	12	340	30	7	13	397	31	7	14	508	32	7	15	902	33	7	16	593	34	7	17	732	35	11	18	552	TOTAL	10,000
LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT																																																																											
1	810	19	44																																																																											
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18	552	TOTAL	10,000																																																																											
Surveyor's Reference: 12467-13																																																																														

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
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<p style="text-align: center;">Office Use Only</p> <p>Registered:  04/11/2020</p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">SP101956</p>
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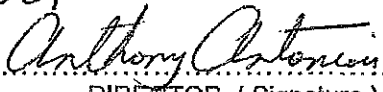
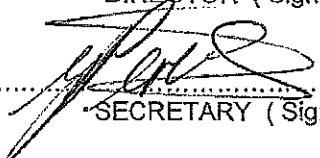
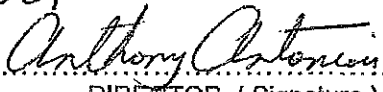
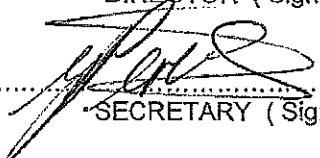
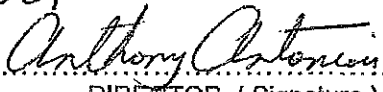
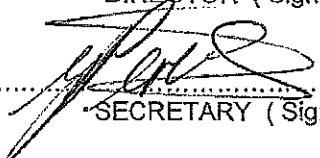
This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF STRATA LOT STREET ADDRESSES

LOT No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
CP		8-10	Fitzroy	Place	Surry Hills
1	001	8-10	Fitzroy	Place	Surry Hills
2	002	8-10	Fitzroy	Place	Surry Hills
3	003	8-10	Fitzroy	Place	Surry Hills
4	004	8-10	Fitzroy	Place	Surry Hills
5	101	8-10	Fitzroy	Place	Surry Hills
6	102	8-10	Fitzroy	Place	Surry Hills
7	103	8-10	Fitzroy	Place	Surry Hills
8	104	8-10	Fitzroy	Place	Surry Hills
9	105	8-10	Fitzroy	Place	Surry Hills
10	201	8-10	Fitzroy	Place	Surry Hills
11	202	8-10	Fitzroy	Place	Surry Hills
12	203	8-10	Fitzroy	Place	Surry Hills
13	204	8-10	Fitzroy	Place	Surry Hills
14	205	8-10	Fitzroy	Place	Surry Hills
15	301	8-10	Fitzroy	Place	Surry Hills
16	302	8-10	Fitzroy	Place	Surry Hills
17	303	8-10	Fitzroy	Place	Surry Hills
18	304	8-10	Fitzroy	Place	Surry Hills
19		8-10	Fitzroy	Place	Surry Hills
20		8-10	Fitzroy	Place	Surry Hills
21		8-10	Fitzroy	Place	Surry Hills
22		8-10	Fitzroy	Place	Surry Hills
23		8-10	Fitzroy	Place	Surry Hills
24		8-10	Fitzroy	Place	Surry Hills
25		8-10	Fitzroy	Place	Surry Hills
26		8-10	Fitzroy	Place	Surry Hills
27		8-10	Fitzroy	Place	Surry Hills
28		8-10	Fitzroy	Place	Surry Hills
29		8-10	Fitzroy	Place	Surry Hills
30		8-10	Fitzroy	Place	Surry Hills
31		8-10	Fitzroy	Place	Surry Hills
32		8-10	Fitzroy	Place	Surry Hills
33		8-10	Fitzroy	Place	Surry Hills
34		8-10	Fitzroy	Place	Surry Hills
35		8-10	Fitzroy	Place	Surry Hills

Surveyor's Reference: 12467-13

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)				
Office Use Only		Office Use Only				
Registered:  04/11/2020		SP101956				
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>						
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none">RESTRICTION ON THE USE OF LANDRESTRICTION ON THE USE OF LAND						
<p style="text-align: center;">SIGNATURES AND SEALS</p> <p style="text-align: center;"><u>FITZROY PLACE PROPERTIES PTY LTD</u> A.C.N 609 095 927</p> <table><tr><td>..... ANTHONY ANTONIOU DIRECTOR (Print Full Name)</td><td>.....  DIRECTOR (Signature)</td></tr><tr><td>..... GEORGE PERIS SECRETARY (Print Full Name)</td><td>.....  SECRETARY (Signature)</td></tr></table> <p style="text-align: center;">Authority : Section 127 of the Corporations Act 2001</p> <p style="text-align: center;">N.A.</p> <p>MORTGAGEE BY ITS EXECUTION CONSENTS TO THE REGISTRATION OF THIS DOCUMENT</p>		 ANTHONY ANTONIOU DIRECTOR (Print Full Name)  DIRECTOR (Signature) GEORGE PERIS SECRETARY (Print Full Name)  SECRETARY (Signature)
..... ANTHONY ANTONIOU DIRECTOR (Print Full Name)  DIRECTOR (Signature)					
..... GEORGE PERIS SECRETARY (Print Full Name)  SECRETARY (Signature)					
Surveyor's Reference: 12467-13						

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 06/11/2020 12:55
Order No. 65014167
Certificate No: 99446733
Your Reference: Fitzroy
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - 88B 101956
Available: Y
Size (KB): 67
Number of Pages: 3
Scan Date and Time: 04/11/2020 14:02

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**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTIONS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 3 Sheets)

Plan: **SP101956**

Plan of Subdivision of
Lot 10 in DP 1251757
covered by Strata Certificate
No. 242/2020/A

Full name and address of
the proprietors of the land:

Fitzroy Place Properties Pty Ltd
No.8-10 Fitzroy Place
SURRY HILLS
NSW 2010

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction On the Use of Land	Common Property	The Council of the City of Sydney
2	Restriction On the Use of Land	Lots 1 to 18	The Council of the City of Sydney

PART 2

1. Terms of the restriction firstly referred to in the abovementioned plan

No part of the common property is to be used for the parking or storage of vehicles, trailers or boats.

Name of authority whose consent is required to release, vary or modify the restriction:

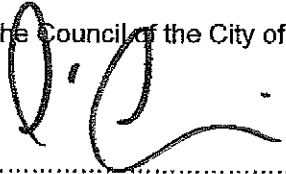
The Council of the City of Sydney

2. Terms of the restriction secondly referred to in the abovementioned plan

Each of the Lots 1 to 18 are to retain ownership of no more than one (1) storage area within the basement area of the building.

Name of authority whose consent is required to release, vary or modify the restriction:

The Council of the City of Sydney


.....
Council of the City of Sydney
Authorised Delegate

.....
Witness / Mortgagee

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTIONS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 3 Sheets)

Plan: **SP101956**

Plan of Subdivision of
Lot 10 in DP 1251757
covered by Strata Certificate
No. 242/2020/A

EXECUTION BY

FITZROY PLACE PROPERTIES Pty Ltd

A.C.N: 600 005 927

.....
ANTHONY ANTONIOU
Director (Print Name)

.....
Anthony Antoniou
Director (Signature)

.....
GEORGE PERIS
Secretary (Print Name)

.....
George Peris
Secretary (Signature)

Authority : Section 127 of the Corporations Act, 2001

Executed on behalf of the City of Sydney
By its Authorised Delegate pursuant to
Section 378 Of the Local Government Act 1993

.....
Authorised Delegate (Signature)

.....
CHRISTOPHER CORRADI
Authorised Delegate (Print Full Name)

I certify that I am an eligible witness and that the delegate signed in my presence

.....
Stephen Feeney
Witness (Signature)

.....
STEPHEN FEENEY
Witness (Print Full Name)

.....
41-456 KENT ST, SYDNEY
.....

.....
~~Council of the City of Sydney~~
Authorised Delegate

.....
Witness / Mortgagee

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTIONS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 3 Sheets)

Plan: **SP101956**

Plan of Subdivision of
Lot 10 in DP 1251757
covered by Strata Certificate
No. 242/2020/A

Address of Witness

REGISTERED



04/11/2020

N.A.
MORTGAGEE
BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

.....
Council of the City of Sydney
Authorised Delegate

.....
Witness / Mortgagee




CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 06/11/2020 12:56
Order No. 65014167
Certificate No: 99446734
Your Reference: Fitzroy
Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Strata Plan - Developer By-Laws 101956
Available: Y
Size (KB): 1306
Number of Pages: 45
Scan Date and Time: 04/11/2020 14:02

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Registered:  04/11/2020	Office use only SP101956	

Instrument setting out details of by-laws to be created upon registration of a strata plan

The by-laws to be created and their details are listed on page 2 and following


Strata By-Laws for 8-10 Fitzroy Place

8-10 Fitzroy Place, Surry Hills NSW

SP101956


CCS

Corporate Counsel Services
PO Box 712
Dee Why NSW 2099
Australia
T+61 412 484 249
Ref Paul Boonzaaier


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By-Laws for 8-10 Fitzroy Place

1. About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. Common Property Rights By-Laws

2.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.


2.3 How to change an Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

2.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

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2.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation (to the exclusion of others), the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.8 Additional insurances


In addition to your obligations under by-law 21 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

3. Your behaviour

3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or

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- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

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

4. You are responsible for others

4.1 What are your obligations?

You must:


- (a) take all reasonable actions to ensure your visitors comply with the by-laws; and
- (b) make your visitors leave the Building if they do not comply with the by-laws; and
- (c) take reasonable care about who you invite into the Building; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building.

You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) comply with by-law 5.18 (No short term accommodation); and
- (b) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (c) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (d) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

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5. Your obligations

5.1 General obligations

You must:


- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 21 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your Lot, including requirements of Government Agencies.

5.2 When will you need consent from the Owners Corporation?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to:
 - (i) carry out Building Works; or
 - (ii) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building; or
 - (iii) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
 - (iv) install insect screens on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
 - (v) install an intruder alarm with an audible signal; or
 - (vi) attach or hang an aerial or wires outside your Lot or the Building; or
 - (vii) store anything in your car space (other than a vehicle); or
 - (viii) enclose your car space.
- (b) When giving its consent, the Owners Corporation may give its consent subject to conditions that you must comply with.

5.3 Floor coverings

If you are an Owner of an Apartment, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

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5.4 Changing floor coverings

You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. Acoustic treatments must be installed by an appropriately qualified installer and you must give the Owners Corporation evidence to the Owners Corporation's reasonable satisfaction that the installed acoustic treatment meets the required standard. The Owners Corporation must not unreasonably withhold or delay its consent. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 5.4.

5.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Lot.

5.6 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Owners Corporation. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

5.7 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 5.7.

5.8 Sun shades


You may not install any sun shade, sun blind, awning or other sun shading device to the exterior of your Apartment.

5.9 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Lot, over balustrades or in an area that is visible from outside your Lot.

5.10 Cleaning external louvre screens and windows

Subject to by-law 5.11 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However,

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you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

5.11 Rights of the Owners Corporation to clean external louvre screens and windows

The Owners Corporation may clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

5.12 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

5.13 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building façade and windows) that is accessible through your Apartment.

5.14 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

5.15 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.


5.16 False alarms

If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Building in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation and for the cost of repairing any damage to Common Property or another Apartment caused by the false alarm callout of the emergency service.

5.17 Occupancy limits

You must not:

- (a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- (b) permit any bedroom in your Apartment to be occupied by more than two adults; and

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- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

5.18 No short term accommodation

You must not:

- (a) lease your Apartment for any lease period shorter than 3 months;
- (b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
- (c) use any part of your apartment for any transient or holiday accommodation use;
- (d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation; and
- (e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation.

5.19 No business use

- (a) Subject to by-law 5.19(b), you must not use your Apartment for the conduct of any business use that is not approved by Council and other Government Agencies having jurisdiction.
- (b) You must not use your Apartment for the conduct of any business use that:
 - (i) entails any persons other than the Occupier of your Apartment working in the Apartment;
 - (ii) entails regular customer visits or deliveries to or from your Apartment; or
 - (iii) causes a nuisance to other Occupiers in the Building.


5.20 Noise

Without limiting any other by-law, between the hours of 9.00am and 10.00pm on each day of the week you must not generate noise of any kind that is audible from another Apartment.

6. Keeping an animal

6.1 What animals may you keep?

- (a) Subject to this by-law6, you may keep:

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- (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with by-law 6.2(a);
 - (ii) canaries, budgerigars or similar birds kept indoors at all times;
 - (iii) one domestic cat and one small size dog (being a dog that weighs 12.5kg or less when fully grown) or two small cats or two small dogs; and
 - (iv) provided it is registered under the *Companion Animals Act 1998* (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the Building and on request by the Owners Corporation.
- (b) You must register any cat or dog that you keep with the Owners Corporation and you must give the Owners Corporation a photograph and the details of any cat or dog that you keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.
- (c) You must obtain the prior consent of the Owners Corporation to keep any other animal (including a dog that weighs 12.5kg or less when fully grown). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.

6.2 Fish


You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- (a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
- (b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the Building below your apartment; and
- (c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

6.3 Dogs

The Owners Corporation will not give you consent to keep:

- (a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;

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- (b) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (c) a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW).

6.4 Controlling your animal

Subject to by-law 6.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (a) another Apartment; or
- (b) Common Property.

6.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of the Building (eg to transport it out of the Building), you must carry and restrain it (eg by pet cage) and control it at all times.

6.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

6.7 Cleanliness


If you keep any animal or other pet, you must:

- (a) ensure that your pet is kept in clean and hygienic condition;
- (b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- (c) keep any pet litter tray or box clean and odour free;
- (d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- (e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building sewage or stormwater drainage system from your Balcony.

6.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
- (b) you do not comply with by-law 6.7 (Cleanliness);

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- (c) It becomes offensive, vicious, aggressive, noisy or a nuisance;
- (d) your dog is dangerous, a nuisance or restricted dog under the *Companion Animals Act 1998* (NSW); or
- (e) your dog is kept pursuant to by-law 6.1(a)(iv) and is not registered under the *Companion Animals Act 1998* (NSW).

6.9 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of the Building for:

- (a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

6.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice to remove your animal from the Building if your animal continues to defecate on:

- (a) another Apartment; or
- (b) Common Property,

after a warning has been given to you by the Owners Corporation.

6.11 Your visitors

You must not allow a visitor to bring an animal into the Building unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.


7. Erecting a sign

7.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

7.2 The Developer

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment that you do not own.

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8. Fire control

8.1 What are your obligations?

You may keep flammable materials in your Lot only if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

8.2 Fire control laws

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

8.3 Restrictions about fire safety


- (a) You must not:
 - (i) keep flammable materials on Common Property; or
 - (ii) interfere with fire safety equipment; or
 - (iii) obstruct fire stairs or fire escapes; or
 - (iv) keep flammable materials in your car space.
- (b) The Owners Corporation must:
 - (i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building; and
 - (ii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times.

9. Car spaces, storage spaces and visitor parking spaces

9.1 What are your obligations?

If you have a car space or a storage space you must:

- (a) provide the Owners Corporation with access to your car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space or storage space clean and tidy;
- (c) use your car space or storage space only for lawful purposes;
- (d) keep the car space or storage space free of vermin;

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- (e) not enclose your car space;
- (f) not keep dangerous, noxious or inflammable items, materials or liquids in the car space or storage space;
- (g) not stack or have items in your storage space higher than 500mm below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
- (h) repair and make good any damage you cause to the car space or storage space.

9.2 Parking barriers

- (a) You may install a parking barrier to prevent access to your car space provided:
 - (i) it is of a type and colour approved by the Owners Corporation;
 - (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
 - (iii) you keep the parking barrier in good order and condition;
 - (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.
- (b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- (c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.


9.3 Over-bonnet storage boxes

If you have an over-bonnet storage box in your car space or if the Owners Corporation gives you consent to install an over-bonnet storage box in your car space:

- (a) it must comply with the Owners Corporation's requirements about the specification, size and colour of the storage box;
- (b) you must comply with any conditions imposed by the Owners Corporation; and
- (c) you must keep your storage box in good repair and condition.

9.4 Maintenance of storage cages

- (a) You must, at your cost, keep your storage cage fence or storage room wall in good repair and condition. If the fence or wall on any side of your storage cage or storage room is shared by another storage cage or storage room, you and the Owner of the lot that includes that storage cage or storage room have the exclusive

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use of that fence or wall and are jointly responsible for the cost of the repair, maintenance and replacement of that fence or wall.

- (b) You are responsible for the safety and protection of whatever you keep in your storage space, including protecting it from moisture.

9.5 Visitor Car Parking Spaces

You must:

- (a) comply with and any Rules about using the Visitor Car Parking Spaces;
- (b) not park or stand any vehicle in a Visitor Car Parking Space; and
- (c) not permit any other person to park or stand a vehicle in a Visitor Car Parking Space unless that person is a genuine visitor of yours and does not stay in your Apartment for more than two consecutive nights on any one occasion.

10. Controlling traffic and parking on Common Property


10.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Building.

10.2 Parking on Common Property

- (a) You must not stand or park vehicles on Common Property including Common Property driveways.
- (b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal and storage expenses from you as a debt.

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11. How to dispose of your garbage

11.1 Making rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.


11.2 General obligations

- (a) Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:
 - (i) on Common Property; or
 - (ii) in an area of your Lot which is visible from outside your Lot; or
 - (iii) in your car space.
- (b) If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

11.3 What are your obligations?

You must:

- (a) comply with and any Rules made by the Owners Corporation about using the Garbage Room; and
- (b) place your household garbage in a garbage receptacle in the Garbage Room designated by the Owners Corporation for that purpose;
- (c) place your recyclable garbage in a garbage receptacle in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);
- (e) drain and clean bottles, and safely wrap any broken glass, before you place them in a garbage receptacle or the Garbage Room;
- (f) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection service; and
- (g) keep large items of garbage or recyclable materials in your Apartment until the day for their removal as arranged by the Owners Corporation.

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11.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property. If you do not remove any spilt garbage, the Owners Corporation will be entitled to recover from you the cost of cleaning up your spill.

11.5 Maintaining the Garbage Rooms

The Owners Corporation must:


- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and
- (b) operate, maintain, repair and, where necessary replace, any Common Property garbage equipment servicing the strata scheme; and
- (c) maintain, clean and repair the Garbage Rooms ; and
- (d) regularly remove filled receptacles from the Garbage Rooms and replace them with empty receptacles; and
- (e) regularly clean, maintain, repair and, where necessary, replace the garbage and recycling receptacles; and
- (f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room; and
- (g) transport receptacles from the Garbage Room to the garbage collection point for collection by Council and transport them back to the Garbage Rooms; and
- (h) arrange for the removal of garbage and recycling material from the Building; and
- (i) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

11.6 Waste removal and management

The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building.

11.7 Garbage removal contractor

The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.

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12. Carrying out Building Works

12.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

12.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:


- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 7 ("Erecting a sign"); or
- (b) alter or remove an Inter-Lot Wall according to by-law 13 (Inter-Lot Walls and Internal Walls); or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 12.3 ("Procedures before you carry out Building Works"), 12.8 (Obligations when you carry out Building Works) and 12.9 (Making arrangements with the Owners Corporation) when you erect a sign or carry out the Building Works under By-Laws 12.2(b) or (c).

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) find out where service lines and pipes are located, including by making your initial enquiries with the Building Manager or the Owners Corporation if there is no Building Manager; and
- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least one month before you start the Building Works; and

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- (e) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 12 before you carry out Building Works.

12.4 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Strata Building Works comply with the theme of the Building.

12.5 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.


12.6 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

12.7 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) In respect of Building Works that add to Common Property, alter Common Property or erect new structure on Common Property, in accordance with section 108(2) of the Management Act, the conditions made by the Owners Corporation may in the special resolution include a condition that you are responsible for the ongoing maintenance of the relevant part of the Common Property, in which event this by-law (read with the special resolution) will be a by-law as contemplated in section 108(5) of the Management Act.

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(c) The Owners Corporation must:

- (i) make a decision about your application within one month after receiving your application and your compliance with any request under by-laws 12.5 (Requests for further information) (unless you and the Owners Corporation agree otherwise); and
- (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

12.8 Obligations when you carry out Building Works

If you carry out Building Works, you must:

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


12.9 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) provide evidence to the Owners Corporation that your contractors are licenced;
- (b) provide evidence to the satisfaction of the Owners Corporation that you or your contractors have appropriate insurances having regard to the nature of the works;
- (c) arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and
- (d) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
- (e) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.

12.10 Bond

If you have paid a bond in accordance with by-law 12.3(e) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

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13. Inter-Lot Walls and Internal Walls

13.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall

- (a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
- (i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Lot; and
 - (ii) it is not a structural wall; and
 - (iii) you obtain any necessary approvals for the works from Government Agencies;
 - (iv) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Lots); and
 - (v) you comply with the procedures in this by-law 13.

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


- (b) Subject to this by-law, you may install an Internal Wall if:
- (i) the installation will not be or result in a breach of any condition of the Development Approval;
 - (ii) you obtain and comply with all necessary Government Agency consents;
 - (iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and
 - (iv) you comply with the procedures in this by-law and the requirements of by-laws 13.3(a) to (g) inclusive.

13.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 13.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

13.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall that you:


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- (a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;
- (b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$10,000,000 or other amount acceptable to the Owners Corporation;
- (c) carry out the work in a way that does not at any time compromise the fire safety of the Building;
- (d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;
- (e) carry out the work in the method certified by the structural engineer under by-law 13.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall);
- (f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (g) comply with comply with by-laws 12.3 ("Procedures before you carry out Building Works"), 12.8 (Obligations when you carry out Building Works) and 12.9 (Making arrangements with the Owners Corporation) and 12.10 (Bond);
- (h) you obtain and comply with all necessary Government Agency consents for altering or removing the Inter-Lot Wall;
- (i) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- (j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

14. Agreement with the Building Manager

14.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

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14.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

14.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

14.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law); and
- (b) the Owners Agreement may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

14.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.


14.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

14.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

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- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) providing concierge services to the Owners Corporation, Owners and Occupiers; and
- (i) supervising employees and contractors of the Owners Corporation; and
- (j) supervising the Building generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

14.8 No interference

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.


14.9 Access

You must give the Building Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Building Manager to perform its duties.

15. Services provided by the Owners Corporation

15.1 Services

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, electricity, air conditioning condenser water, telephone, television and other communications.

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15.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

15.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

16. Licences

16.1 Powers of the Owners Corporation

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

16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:


- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

17. The Balcony of your Apartment

17.1 What may you keep on your Balcony?

If you are the Owner or Occupier of an Apartment, you may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on your Balcony if:

- (a) It is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with, or that compliments, the standard of the Building; or
- (c) it will not (or is not likely to) cause damage; or

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(d) it is not (or is not likely to become) dangerous.

17.2 Access to Balconies

To enable the Owners Corporation to inspect, clean, maintain, repair or replace Common Property (including the Common Property building façade and windows), you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

17.3 Removing items from a Balcony

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

17.4 Enclosing a Balcony

You must have consent from the Owners Corporation and Government Agencies to enclose your Balcony.

17.5 Façade access

You must give the Owners Corporation and its contractors access to Apartment or the purpose of cleaning, maintaining and repairing the Building façade.

18. Storing and operating a barbeque

18.1 Barbeques on your Balcony

You may store and operate a portable barbeque on your Balcony if:


- (a) it is a type permitted under this by-law 18; and
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy.

This by-law 18 does not prohibit the use of built-in barbecues on Balconies.

18.2 Permitted barbeques

You may store and operate the following types of portable barbeques on your Balcony:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or

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(c) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

18.3 Hours of operation

You may only operate your barbeque during the hours of 7:00 am and 10:00 pm (or during other hours approved by the Owners Corporation).

18.4 No nuisance

When you use a barbeque, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

19. Moving in or out of your Apartment


19.1 Moving in or out

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Building or move large articles (eg furniture) through Common Property. To make these arrangements, subject to by-law 19.4 (Role of the Building Manager), you must communicate with the Strata Manager.

19.2 What are your obligations?

When you take deliveries or move furniture or goods through the Building (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) make arrangements with the Owners Corporation to enable you to, by use of the lift key, override the operation of the lift doors, failing which you will be responsible for any costs incurred by the owners Corporation as a consequence; comply with the reasonable requirements of the Owners Corporation about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
- (c) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 19 before you take deliveries or move furniture or goods through the Building; and
- (d) if required by the Owners Corporation, give the Owners Corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building; and
- (e) repair any damage you (or the person making the delivery) cause to Common Property; and

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- (f) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property..

19.3 Bond

If you have paid a bond in accordance with by-law 19.2(d) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

19.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

20. Damage to Common Property

20.1 What are your obligations?


Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

20.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or

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- (c) interfere with the operation of Common Property equipment.

21. Insurance premiums

21.1 Consent from the Owners Corporation

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

21.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

22. Security at the Building

22.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.


22.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio security cameras and other audio surveillance equipment for the security of the Building.

22.3 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

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22.4 What are your obligations?

You must not:

- (a) interfere with any security system and associated equipment installed in the Building; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23. Security Keys

23.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 22 (Security at the Building).

23.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.


23.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and
- (e) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

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23.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

23.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

23.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

24. Agreement for supply of Embedded Network Services

24.1 Power to enter into agreement


The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for 8-10 Fitzroy Place generally.

24.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

24.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

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24.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.


24.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

24.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:


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- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

25. Communal Area

25.1 Conditions for using the Communal Area

- (a) You and your visitors may use the Communal Area. You must accompany your visitors when they are in the Communal Area.
- (b) You and your visitors may use the Communal Area only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).
- (c) You must:
 - (i) comply with any Rules about the number of visitors they may bring into the Communal Area at the same time;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Communal Area; and
 - (iii) be adequately clothed when they are in the Communal Area.
- (d) You must not:
 - (i) bring glass objects or glass drinking glasses into the Communal Area;
 - (ii) be noisy or do anything that might be dangerous while you are in the Communal Area; or
 - (iii) do anything that may damage equipment in the Communal Area.
 - (iv) bring animals into the Communal Area;
 - (v) run, be noisy or do anything that might be dangerous while you are in the Communal Area
 - (vi) hold parties, exercise classes or other functions in the Communal Area; or
 - (vii) interfere, operate or adjust equipment in the Communal Area.
- (e) You must have consent from the Owners Corporation to hold parties or other functions in the Communal Area.

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25.2 Maintaining the Communal Area

The Owners Corporation must maintain, repair and, where necessary, replace the Communal Area.

25.3 Security and access

The Owners Corporation may lock or secure the Communal Area by Security Key. The Owners Corporation must give you a Security Key to the Communal Area and may charge a fee for additional or replacement Security Keys.

26. Exclusive use of Air Conditioning System

26.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

26.2 Air conditioning for Apartments

There is a separate Air Conditioning System for each Apartment. Air Conditioning Systems comprise Common Property and may be maintained, repaired and replaced by the Owners Corporation.

26.3 Exclusive use rights

Any Owner of an Apartment that has any part of its Air Conditioning System located on Common Property has exclusive use of that part of the Air Conditioning System that exclusively services their Apartment.


26.4 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

26.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Apartment:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Government Agencies about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Air Conditioning System that exclusively service your Apartment.

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26.6 Paying for Air Conditioning Services

You must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of your Air Conditioning System. If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

27. Exclusive use of Car Lift

27.1 Exclusive use and special privileges

This is a Common Property Rights By-Law. By-law 2 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

27.2 Interpreting this by-law

In this Common Property Rights By-Law:


- (a) "Car Space Lot" means a Lot that includes a car space as part of the Lot or a Lot that comprises a car space, being lots 1, 3, 15, 19, 20, 21, 22, 23, 24, 25 and 26;
- (b) "Other Lot" means a Lot (not being a utility lot) that is not a Car Space Lot; and
- (c) "you" means the Owner of a Lot.

27.3 Exclusive use rights

- (a) The Owners of Car Space Lots have:
 - (i) joint exclusive use of the Car Lift; and
 - (ii) the special privilege to use the Car Lift to park a car in their car space in the Building.
- (b) The Owners of the Other Lots have the special privilege to use the Car Lift to access the car park to load and unload goods.

27.4 Your obligations

- (a) You must pay the costs of the Owners Corporation in relation to the Car Lift, including for the:
 - (i) maintenance and repair of the plant and equipment comprised in the Car Lift, including, without limitation, the garage doors and associated motors and equipment and the cost of maintenance contracts;

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- (ii) replacement of the plant and equipment comprised in the Car Lift, including, without limitation, the garage doors and associated motors and equipment;
- (iii) compliance with the requirements of Government Agencies for the Car Lift; and
- (iv) consumption of electricity, if separately metered.
- (b) You must comply with the reasonable requirements of the Owners Corporation about exercising your rights and obligations under this by-law.
- (c) The Owners Corporation may perform your obligations under this Common Property Rights By-Law.

27.5 Paying for the Car Lift

- (a) You must pay the costs incurred under by-law 27.4 (Your obligations) as follows:
 - (i) the Owners of Car Space Lots must, in equal shares, pay 80% of the costs associated with by- law 27.4(i); and
 - (ii) the Owners of the Other Lots must, in shares according to their unit entitlements, pay 20% of the costs associated with by- law 27.4(i); and
 - (iii) the Owners of all Lots must, in shares according to their unit entitlements, pay the costs associated with by- law 27.4(ii).
- (b) The Owners Corporation will give your regular accounts for your costs under this by-law. The Owners Corporation may:
 - (i) include the account in notices for your administrative fund or capita works fund contributions; or
 - (ii) require you to pay their costs on request or in advance.


28. Notice board

28.1 Maintenance of notice board

The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.

28.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

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29. Rules

29.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

29.2 Changing Rules

Subject to these by-laws (including any exclusive use or special privilege rights of Owners and Occupiers), the Owners Corporation may add to or change the Rules at any time.

29.3 What are your obligations?

You must comply with the Rules.

29.4 What if a Rule is Inconsistent with the by-laws?

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

30. How are consents given?

30.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.


30.2 Conditions

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

30.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

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31. Failure to comply with by-laws

31.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

31.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

31.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

32. Service of documents, applications and complaints

32.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail.

32.2 Applications and complaints

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


33. How to interpret the by-laws

33.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air conditioning System includes, without limitation:

- (a) air handling units and equipment;
- (b) cables, conduits, pipes, wires, ducts, pumps and fan units; and

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(c) air conditioning condenser units.

Apartment means Lots 1 – 18 in the Strata Plan.

Balcony means a terrace or a balcony in an Apartment.

Building means the improvements in Strata Scheme SP101956, known as 8-10 Fitzroy Place.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 14 ("Agreement with the Building Manager").

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

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

Building Works do not include:

- (f) minor fit out works inside a Lot;
- (g) Cosmetic Work; and
- (h) works that you are entitled to carry out under a Common Property Rights By-Law.


Car Lift means the car lift system for the vertical movement of cars between ground level and the basement car park and the garage door, and includes associated plant and equipment.

Common Property means Common Property in the Building and personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Communal Area means the Common Property communal area on level 4 of the Building, including all pergolas, umbrellas, landscaping, paving, furniture, fittings and equipment in the Communal Area.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

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Council means Sutherland Shire Council.

Developer means Fitzroy Place Properties Pty Limited ACN 609 095 927.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Approval means the Land and Environment Court's approval of development consent application No. D/2016/512 as modified, varied or amended.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Apartments in the Building, and includes Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located within the Common Property associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) gas;
- (c) hot water;
- (d) chilled water;
- (e) potable water;
- (f) recycled water;
- (g) internet services;
- (h) mobile telephone signal distribution services; or
- (i) fibre communications.

Garbage Room means the garbage room on ground level of the Building, and includes the recycling bins, general waste bins and any other equipment in or servicing the room.


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

Initial Period has the same meaning as it does in the Management Act.

Initial Period Restrictions means the restrictions on the powers of owners corporations pursuant to section 26 of the Management Act.

Inter-Lot Wall means a Common Property wall between two Lots.

Loading Bay means the Common Property loading bay on ground level of the Building.

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Lot means a lot in the Strata Plan and any lots into which they are subdivided or resubdivided.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

Occupier means the occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lots(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners - Strata Plan No. 101956.

Planning Act means the *Environmental Planning and Assessment Act 1979*.

Rules mean rules made by the Owners Corporation according to by-law 29 ("Rules").

Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.


Strata Plan means SP101956, being the strata plan for the Building.

Visitor Car Parking Spaces means the 2 car spaces on basement level of the Building designated for use by visitors.

33.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) (**Management Act**) words that this by-law does not explain have the same meaning as they do in the Management Act; and

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- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
- (d) **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(singular includes plural)** the singular includes the plural and vice versa; and
- (i) **(meaning not limited)** the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

33.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

33.4 Severability


If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

33.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).


33.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

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33.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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Strata By-Laws for 8-10 Fitzroy Place

Signing page

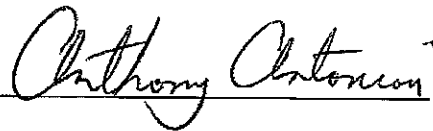
Signed, sealed and delivered on behalf of
Fitzroy Place Properties Pty Limited ACN
609 095 927 pursuant to section 127
Corporations Act 2001, by:



Secretary/~~Director~~

GEORGE PERIS

Print name



Director

ANTHONY ANTONIOU

Print name

Execution by mortgagee

N.A.