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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 78314759	NSW DAN:	
vendor's agent	SONE Estate Agents		Phone:	02 9804 6362
	Level 1, 77 Rowe Street, Eastwood NSW 2122		Fax:	
co-agent			Ref:	John Huang
vendor	SHAOKUN ZHANG			
	49 / 9-11 Amor Street ASQUITH NSW 2077			
vendor's solicitor	Mack Lions Lawyers Pty Ltd		Phone:	02 9268 0000
	Suite 1802, Level 18 , 31 Market Street SYDNEY NSW 2000		Fax:	02 9267 3068
			Ref:	20210042
date for completion	42 days after the contract date	(clause 15)	Email:	mark.xue@macklions.com.au
land (Address, plan details and title reference)	49/9-19 AMOR ST ASQUITH NSW 2077 LOT 49 IN STRATA PLAN 93901 49/SP93901			
	☑ VACANT POSSESSION ☐ Subject to existing tenancies			
improvements	☐ HOUSE ☐ garage ☐ carport ☑ home unit ☑ carspace ☐ storage space			
	☐ none ☐ other:			
attached copies	☐ documents in the List of Documents as marked or as numbered:			
	☐ other documents:			

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

inclusions	☑ blinds	☑ dishwasher	☑ light fittings	☑ stove
	☑ built-in wardrobes	☑ fixed floor coverings	☑ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

deposit $ (10% of the price, unless otherwise stated)

balance $

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

buyer's agent

vendor **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3)	☑ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 30)		
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	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☑ NO	☐ yes	

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

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

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

If the 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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☐ 1 property certificate for the land
- ☑ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☑ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☑ 8 sewerage infrastructure location diagram (service location diagram)
- ☑ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☑ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

NetStrata	298 Railway Pde, Carlton NSW
admin@netstrata.com.au	1300 638 787

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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.

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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.

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WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

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.

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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 –

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

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.

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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.

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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;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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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.

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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.

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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;

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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.

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24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - 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 –

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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

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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*.

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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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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

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.

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SECTION 66W CERTIFICATE

I,

of , , certify as follows:

1. I am a currently admitted to practise in New South Wales;

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at

from to in order that there is no cooling off period in relation to that contract;

3. I do not act for and am not employed in the legal practice of a solicitor acting for nor am I a member or employee of a firm of which a solicitor acting for is a member or employee; and

4. I have explained to :

(a) The effect of the contract for the purchase of that property;

(b) The nature of this certificate; and

(c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

Signature:

SPECIAL CONDITION

These are the special conditions to the Contract for the sale and purchase of land 2019 edition

33. ENTIRE AGREEMENT

a. The purchaser acknowledges that the provisions of this Contract (including the annexures hereto)constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract binding on the parties hereto with respect to any matter to which this Contract relates.

b. The purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made relating to the Property and all services and installations provided to it before entering into this Contract.

34. INCONSISTENCIES

a. If there are any inconsistencies between these special conditions and the provisions of the Contract for the sale and purchase of land, these special conditions shall prevail to the extent of the inconsistency.

b. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

35. AMENDMENTS TO STANDARD CONDITIONS

The Contract is amended as follows:

a. Clause 1, definition of '*business day*' is amended by adding the words 'Before 5pm' before the start of the definition.

b. Clause 1, definition of 'serve' is amended by adding the words '(and includes service by way of email transmission to the purchaser solicitor or purchaser solicitor firm's email as listed on the Law Society of NSW website, or to the email address normally used for general communication between the parties' legal representatives, or as nominated)'.

c. Clause 7.1.1 is amended by the deletion of the words "5% of the price" and substituting in lieu thereof "$1.00".

d. Clause 8.1.1 is amended by the deletion of the words "on reasonable grounds".

e. Clause 8.2.2 is deleted.

f. Clause 8.2.3 is deleted.

g. Clause 10.1.8 and 10.1.9 are amended by the deletion of the word "substance" where it appears and substituting that word with the word "existence".

h. Clause 14.4.2 is deleted.

i. Clause 14.6 shall be amended by the deletion of the word "settlement" in line 1 and substituting that word with the word "bank".

j. Clause 16.5 is amended by deletion of the words in the second line "plus another 20% of that fee".

k. Clause 16.7 shall be amended by the deletion of the words "settlement cheque" in line 1 and substituting that word with the word "bank cheques".

l. Clause 16.8 shall be amended by the deletion of the word "settlement cheque" and substituting that word with the word "bank cheques".

m. Clause 16.12 is deleted.

n. Clause 18 is amended by adding the following: Clause 18.8 "The Purchaser cannot make a claim or requisition or delay the date for completion after entering into possession of property".

o. Clause 23.13 and 23.14 are deleted.

p. Clauses 25, 26, 27, and 28 are deleted.

q. Clause 31.2.2 and 31.2.3 are amended by the deletion of the word "settlement" where it appears and substituting that word with the word "bank".

36. VENDOR'S AGENT

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

37. PRESENT CONDITION AND STATE OF REPAIR

The Purchaser acknowledges and accepts that the property, together with any appurtenances thereto, is sold in its present condition and state of repair and subject to all defects, if any, as regards to design,construction, state of repair or otherwise, whether latent or patent, any infestation and dilapidation, and all existing water, sewerage, drainage and plumbing services and connections in respect of the property;and the Purchaser must not make any objection, requisition, claim or be entitled to rescind or terminate this Contract in relation to any or all the matters aforesaid, or to require the Vendor to do any rectification or improvement on the property.

38. NO WARRANTY

The purchaser agrees that the vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations. The vendor makes no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

39. DEATH, MENTAL ILLNESS OR INCAPACITY

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion dies, become mentally ill as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

40. NOTICE TO COMPLETE

a. If a party fails to complete this Contract on the completion date by the time specified in this Contract,the other party can serve a Notice to Complete requiring the defaulting party to complete and making the time for completion essential. The Notice must give no less than 14 days' notice after the day immediately following the day of service of the notice.

b. If the Vendor issues a Notice to Complete under this clause, the Vendor shall be able to withdraw such Notice and subsequently re-issue a further notice at any time. This clause applies *mutatis mutandis* to the benefit of the purchaser.

c. If a Vendor services a Notice to Complete upon the Purchaser arising from a breach of terms of the Contract by the Purchaser, the Purchaser must pay to the Vendor on completion an amount of $330.00 inclusive of GST to cover the legal expenses of the Vendor. This payment shall not in

any way limit the Vendor's right to receive payment of any other damages arising from the Purchaser's breach of this Contract.

41. BUILDING CERTIFICATE

In the event that the purchaser within 21 days of the date of this Contract applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said council shall be carried out by the purchaser at the purchaser's expense. The purchaser cannot require the vendor to comply with any work under any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the purchaser's application for a building certificate.

42. INTEREST

a. If, through no fault of the Vendor, the Purchaser fails to complete this Contract on the completion date by the time specified in this Contract, without prejudice to all other rights and remedies of the Vendor and in addition to the balance of the purchase money, the Purchaser must pay to the Vendor by bank cheque on completion a sum calculated at 10% per annum on a daily basis (including the date due for completion and the actual date of completion) on the unpaid balance of the purchase price.

b. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

43. DEPOSIT LESS THAN 10%

a. Where the Vendor at the request of the Purchaser has agreed to accept a sum less than 10% of the price, and the Vendor has been paid less than 10% deposit on the exchange of this Contract, the Purchaser agrees that if the Purchase defaults under this Contract, the Vendor is entitled to forfeit the 10% deposit, and the Purchaser must immediately upon demand by the Vendor pay the remaining balance of the 10% deposit.

b. It is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied not withstanding any law to the contrary.

c. It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion

44. RELEASE OF DEPOSIT

Notwithstanding any other clauses in this Contract, the purchaser agrees to release to the vendor on exchange. This clause shall be full and irrevocable authority to the depositholder to release such deposit.

45. REQUISITIONS ON TITLE

The purchaser agrees that the only form of general Requisitions on Title the purchaser may serve on the vendor is in the form of Requisitions on Title annexed.

46. SUITABILITY

The purchaser cannot make any claim, objection, requisition, rescind or terminate this Contract in respect of the suitability or lack or suitability of the property for any particular purpose.

47. CORPORATION AS PURCHASER

In consideration of the Vendor entering into this Contract with a Purchaser purporting to be a corporation,at the request of the person(s) in whose presence the common seal of the Purchase purports to have been affixed or the person(s) who sign this contact on behalf of the Purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:

a. Warrants that the Purchaser is incorporated;

b. Guarantees to the Vendor the observance by the Purchaser of the terms of this Contract;

c. Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provision of this Contract;

d. Agrees that the indemnity herein shall continue and the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the Vendor has exercised any of its rights under this Contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part;

e. Shall ensure that two natural persons execute and deliver to the Vendor's solicitor, with this Contract, a guarantee and indemnity in the form required by the Vendor;

f. It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect,notwithstanding completion.

48. SURVEY

If a survey certificate is attached, the vendor does not warrant the accuracy and validity of such survey.

The purchaser shall make no objection, requisition or claim for compensation or damages in respect to such survey in relation to:

a. The fact that any building presently erected on the subject land may not comply in any way with the Local Government Act 1919 as amended or the Ordinances there under; or

b. The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

49. STRATA PLAN & DRAINAGE DIAGRAM

The purchaser acknowledges that the purchaser has inspected the strata plan and drainage service diagram annexed and no objection, requisition or claim for compensation shall be made by the purchaser in respect of anything contained in or rising out of the same. The purchaser acknowledges that no warranty or representation is made by the vendor as to the completeness or accuracy of the same and is not a condition of this Contract.

50. FIRB APPROVAL

The purchaser warrants to the vendor that if the purchaser is a foreign person or corporation as defined in the Foreign Acquisition and Takeovers Act 1975, he or she has obtained the consent of the Foreign Investment Review Board for the purchase of this property. The purchaser indemnifies the vendor against all liability, loss, damage or legal costs which the vendor may suffer as a consequence of a breach of this warranty. This warranty and indemnity shall not merge on completion.

51. INTEREST AFFECTING TITLE

The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this Contract. The vendor shall not be deemed to be unable or not ready or unwilling to complete this Contract by reason of the existence of any charge on this 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 served or at any time after there is such a charge on the property.

52. SERVICES

a. The Purchaser acknowledges and agrees that the Vendor has no responsibility for the installation or connection of any Services other than those which the Vendor may be required to provide pursuant to any obligation of the Vendor to any Relevant Authority.
b. The Purchaser shall not be entitled to delay completion of this Contract if any service has not been installed and/or connected at the date of completion and the Purchaser shall not be entitled to make any objection requisition or claim for compensation in regard thereto.
c. The Purchaser shall not be entitled to raise any requisition, objection or claim for compensation in respect of the location or proposed location of any Service.

53. ADDITIONAL AND INCORRECT CALCULATIONS

The parties agree that if, on completion, any appointment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. It is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

54. DISCHARGE OF MORTGAGE ETC

The Vendor shall not be required to register prior completion any Mortgage or Mortgages, Writ or Writs registered on the title to the subject property and/or remove any Caveat or Caveats and the purchaser shall accept on completion a discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

55. NO DISCHARGING MORTGAGEE

Completion of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by Mack Lions Lawyers, then completion shall be effected at the office of Mack Lions Lawyers. However, should the purchaser not be in a position to settle at the office of Mack Lions Lawyers then completion may be effected in the Sydney CBD at a place nominated by the Purchaser, and the Purchaser must pay to the Vendor on completion an amount of $88.00 inclusive of GST to cover the Vendor's legal and/or agency fees.

56. CANCELLED OR RE-SCHEDULED SETTLEMENT

If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of $220.00 (inclusive of GST) for each instance is payable by the Purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

57. ATTACHMENT OF DOCUMENTS

a. The purchaser acknowledges that if before this Contract was signed by or on behalf of the purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or of the Vendor's Solicitor or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching those documents or copies did so as the agent of the Vendor.

b. Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the*Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2005*, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

58. SERVICE OF DOCUMENTS

A document or notice under or relating to this Contract is sufficiently served on a party and that party'ssolicitor for the purpose of this Contract if the document or notice is sent by fax to any party whose fax number is noted on this Contract or on their letterhead. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:

a. The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have taken place,

or

b. If the time of dispatch:

i. is a bank holiday or public holiday or a Saturday or a Sunday in the place to which the document is sent, or

ii. is at or after 5.00pm (local time in place to which the document is sent) on a day that is not a bank holiday or public holiday or a Saturday or a Sunday,

iii. then the document is taken to be received at 9:00am on the next day that is not a bank holiday or public holiday or a Saturday or a Sunday.

59. VENDOR'S RIGHT TO RESCIND

Notwithstanding the provisions of Clause 6 and 7 of the standard Contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the standard Contract entitling the Vendor to rescind this Contract.

60. GOVERNING LAW

This Contract is governed by and must be construed according to the laws of New South Wales.

CONDITIONS OF SALE BY AUCTION

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

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

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

1.1 The principal's reserve price must be in writing to the auctioneer before the auction commences.

1.2 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.

1.3 The highest bidder is the purchaser, subject to any reserve price.

1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.

1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer acopy of a written authority to bid for or on behalf of another person.

1.7 A bid cannot be made or accepted after the fall of the hammer.

1.8 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 subclasue (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
2.2 Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
2.3 Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

3 The following conditions, in addition to those prescribed by subclause (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator.
3.1 More than one vendor bid may be made to purchase the interest of a co-owner.
3.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
3.3 Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
3.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.

4 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 under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:
4.1 If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
4.2 If that amount cannot 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 agent or the purchaser and the vendor made before the fall of the hammer.

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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the Act*).
8. 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

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?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;

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(iv) please provide details of insurance under the *Home Building Act 1989*.

16. 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?
17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. 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 resumption or acquisition or proposed resumption or acquisition?
        (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
        (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
        (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
        (v) any realignment or proposed realignment of any road adjoining them?
        (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. 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

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 49/SP93901

SEARCH DATE	TIME	EDITION NO	DATE
23/2/2021	2:21 PM	3	8/9/2018

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

LAND

LOT 49 IN STRATA PLAN 93901
AT ASQUITH
LOCAL GOVERNMENT AREA HORNSBY

FIRST SCHEDULE

SHAOKUN ZHANG (T AK823862)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93901
2 AK823863 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20210042 PRINTED ON 23/2/2021

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Received: 23/02/2021 14:21:45

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP93901

SEARCH DATE	TIME	EDITION NO	DATE
23/2/2021	2:21 PM	6	29/9/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93901
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ASQUITH
LOCAL GOVERNMENT AREA HORNSBY
PARISH OF SOUTH COLAH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP93901

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93901
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
P O BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (9 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1222655 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1222655 RESTRICTION(S) ON THE USE OF LAND
4 DP1222655 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 SP93901 POSITIVE COVENANT
6 SP93901 RESTRICTION(S) ON THE USE OF LAND
7 SP93901 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 AM165673 INITIAL PERIOD EXPIRED
9 AQ433052 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10008)

STRATA PLAN 93901

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	119	2	118	3	118	4	98
5	117	6	98	7	98	8	115
9	115	10	97	11	98	12	144

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP93901 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10008) (CONTINUED)

STRATA PLAN 93901

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	117	14	98	15	114	16	138
17	119	18	118	19	117	20	98
21	117	22	99	23	118	24	118
25	99	26	103	27	97	28	117
29	102	30	138	31	117	32	118
33	120	34	139	35	120	36	117
37	119	38	100	39	119	40	100
41	117	42	119	43	100	44	120
45	100	46	100	47	115	48	114
49	139	50	115	51	119	52	119
53	140	54	120	55	120	56	120
57	101	58	120	59	95	60	120
61	120	62	101	63	120	64	100
65	100	66	120	67	121	68	136
69	120	70	97	71	120	72	142
73	130	74	122	75	122	76	122
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81	121	82	137	83	123	84	122
85	112	86	112	87	100		

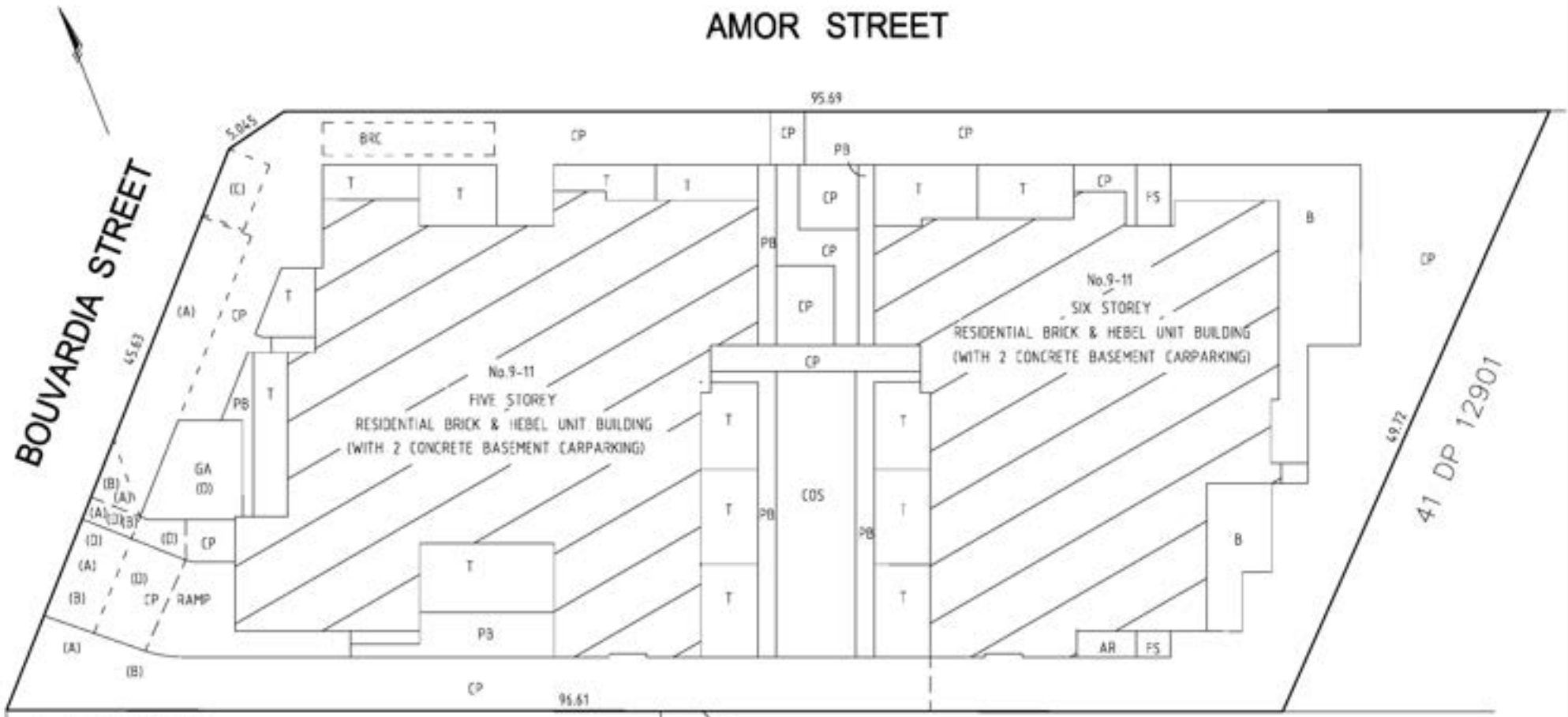
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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B DENOTES BALCONY
T DENOTES TERRACE
CP DENOTES COMMON PROPERTY
FS DENOTES FIRE STAIRS (CP)
COS DENOTES COMMON OPEN SPACE (CP)
PB DENOTES PLANTER BOX (CP)
AR DENOTES AIR RISER (CP)
GA DENOTES GARBAGE AREA
BRC DENOTES BIO-RETENTION CENTRE

(A) EASEMENT TO DRAIN WATER 4 WIDE & VARIABLE (DP 1222655)
(B) RESTRICTION ON THE USE OF LAND (DP 1222655)
(C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (DP 1222655)
(D) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (SEE SHEET 4 FOR DETAIL)

Surveyor: HUY DUC XUAN THAI	Registered:	SP93901
Surveyor's Ref: 150456-SP	9.9.2016	
Subdivision No: 17/SC39/16		
Lengths are in metres. Reduction Ratio 1: 300		

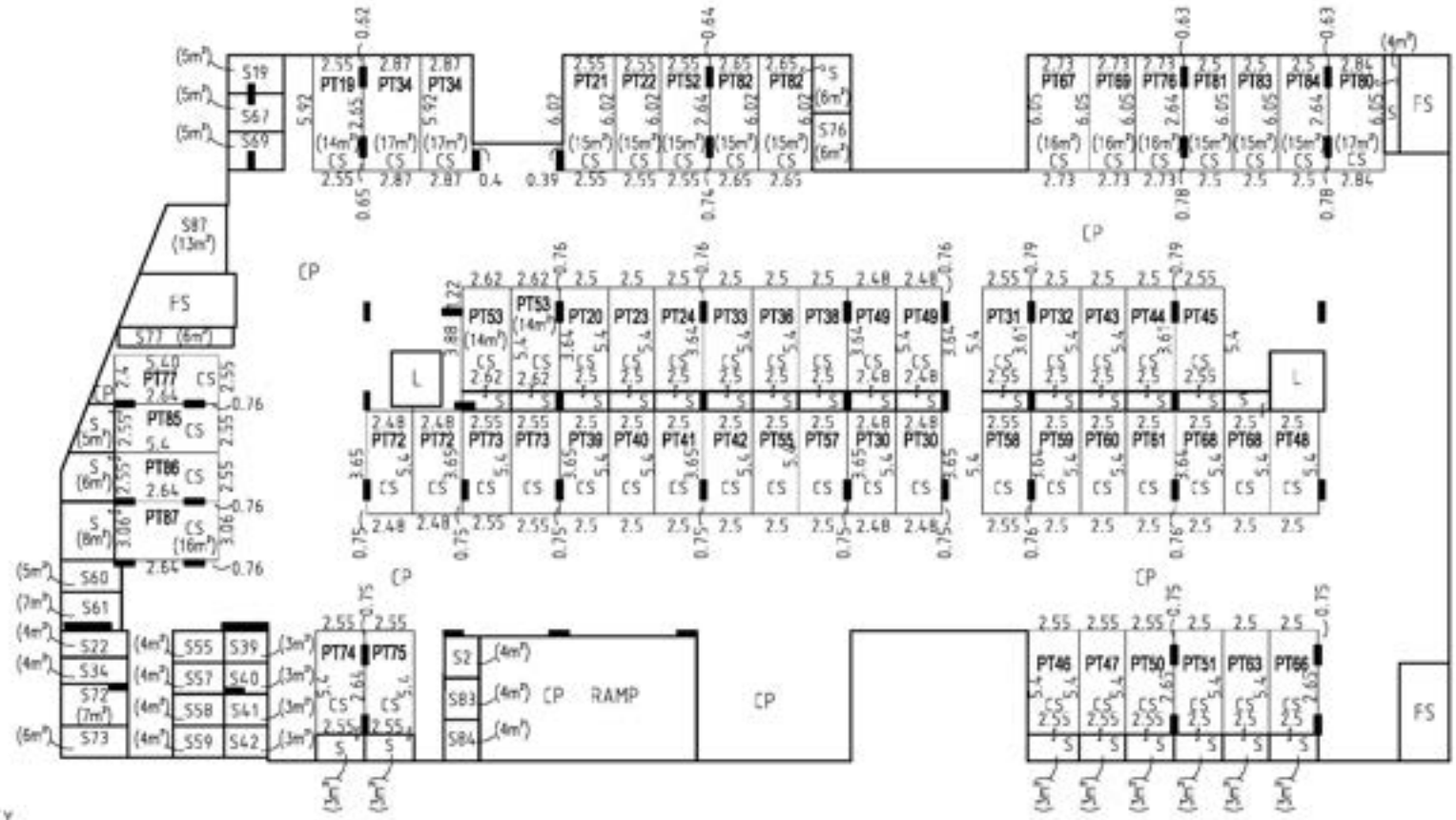
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NOTES

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

S2	PT2
S19	PT19
S67	PT67
S69	PT69
S87	PT87
S77	PT77
S60	PT60
S61	PT61
S22	PT22
S34	PT34
S72	PT72
S73	PT73
S55	PT55
S57	PT57
S58	PT58
S59	PT59
S39	PT39
S40	PT40
S41	PT41
S42	PT42
S83	PT83
S84	PT84
S76	PT76



S DENOTES STORAGE
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)

DENOTES CENTRE OF COLUMN

DENOTES CORNER OF COLUMN

BASEMENT 2

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE
STORE ROOM AREA 2m² UNLESS SHOWN OTHERWISE
CAR SPACE AREA IS 13m² UNLESS SHOWN OTHERWISE

Surveyor:	HUY DUC XUAN THAI
Surveyor's Ref:	150456-SP
Subdivision No:	17/SC39/16
Lengths are in metres.	Reduction Ratio 1: 250

Registered: 9.9.2016

SP93901

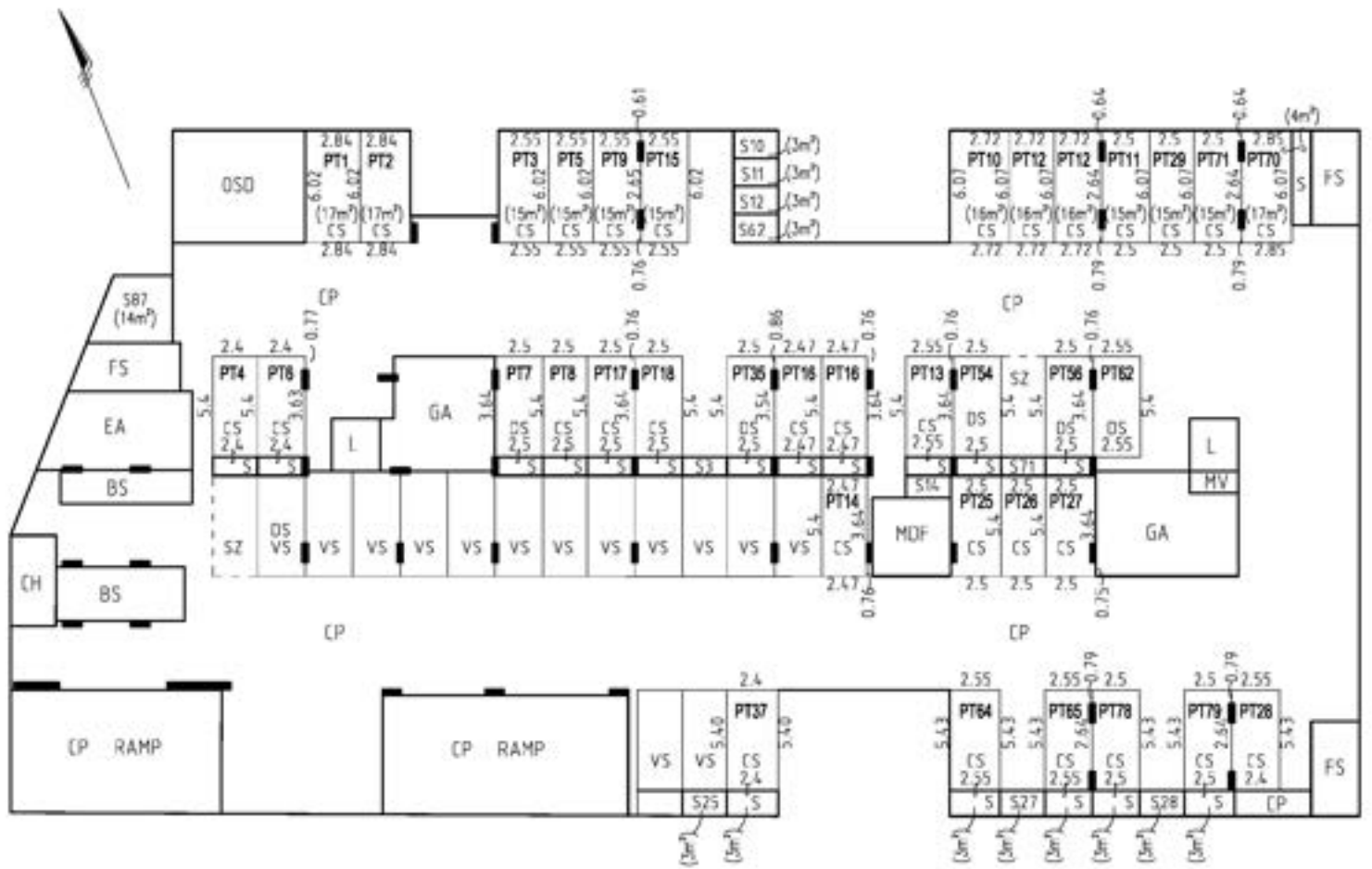
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S87	PT87
S10	PT10
S11	PT11
S12	PT12
S62	PT62
S14	PT14
S71	PT71
S3	PT3
S25	PT25
S27	PT27
S28	PT28



S DENOTES STORAGE
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
DS DENOTES DISABLED CAR SPACE
VS DENOTES VISITOR CAR SPACE (CP)
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
BS DENOTES BICYCLE SPACES (CP)
SZ DENOTES SHARED ZONE (CP)
CH DENOTES CAR HOIST (CP)
GA DENOTES GARBAGE AREA (CP)
OSD DENOTES OSD AND RAINWATER TANK (CP)
EA DENOTES ELECTRICAL AREA (CP)
MDF DENOTES COMMUNICATIONS AREA (CP)
MV DENOTES MECHANICAL VENT (CP)

DENOTES CENTRE OF COLUMN

DENOTES CORNER OF COLUMN

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE
STORE ROOM AREA 2m² UNLESS SHOWN OTHERWISE
CAR SPACE AREA IS 13m² UNLESS SHOWN OTHERWISE

BASEMENT 1

Surveyor: HUY DUC XUAN THAI		Registered:	
Surveyor's Ref: 150456-SP		9.9.2016	SP93901
Subdivision No: 17/SC39/16			
Lengths are in metres. Reduction Ratio 1: 250			

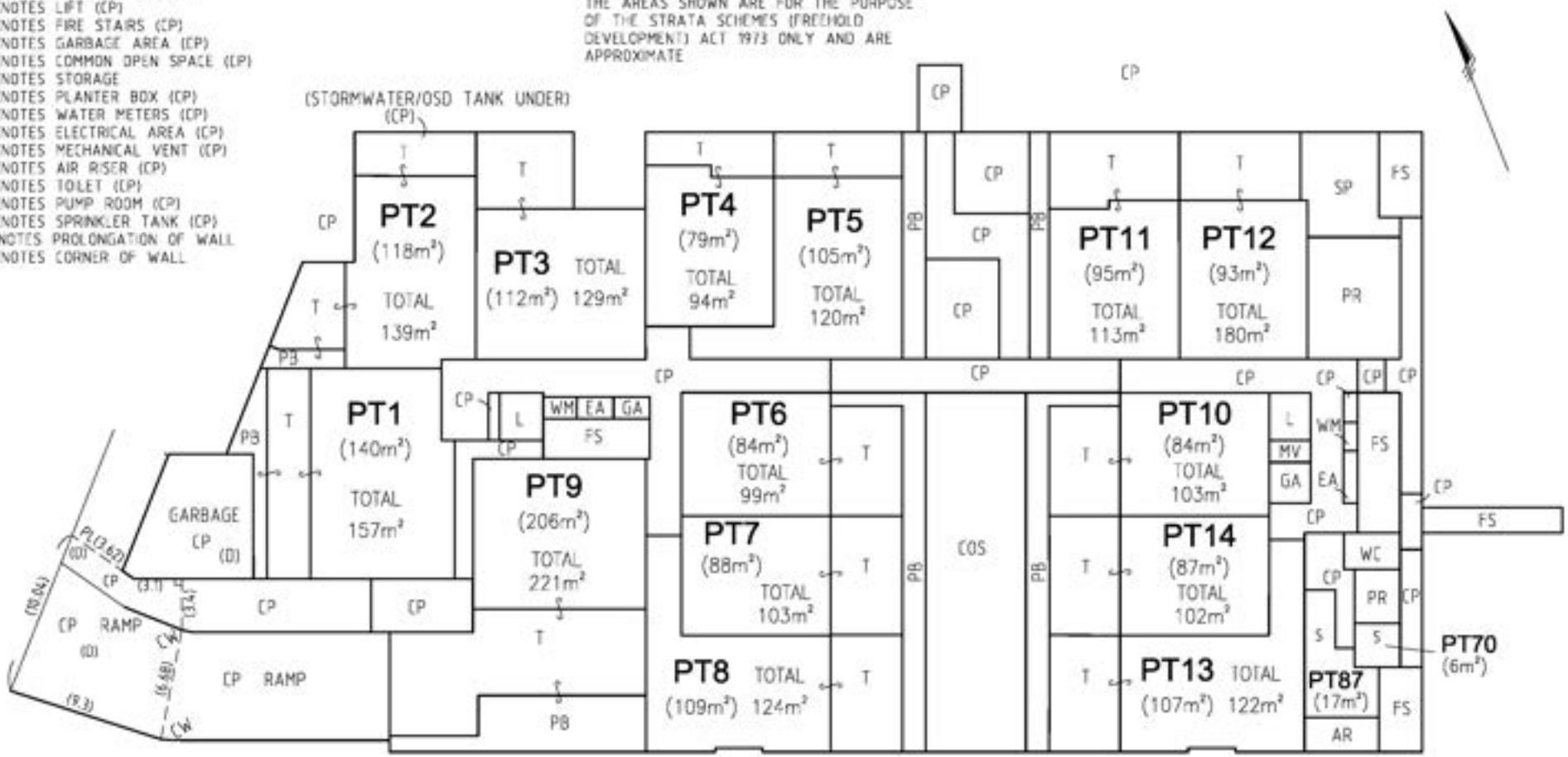
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T DENOTES TERRACE
CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
GA DENOTES GARBAGE AREA (CP)
COS DENOTES COMMON OPEN SPACE (CP)
S DENOTES STORAGE
PB DENOTES PLANTER BOX (CP)
WM DENOTES WATER METERS (CP)
EA DENOTES ELECTRICAL AREA (CP)
MV DENOTES MECHANICAL VENT (CP)
AR DENOTES AIR RISER (CP)
WC DENOTES TOILET (CP)
PR DENOTES PUMP ROOM (CP)
SP DENOTES SPRINKLER TANK (CP)
PL DENOTES PROLONGATION OF WALL
CW DENOTES CORNER OF WALL

NOTES

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



NOTES

THE STRATUM OF THE TERRACES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

(D) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH

DENOTES 90°

GROUND LEVEL

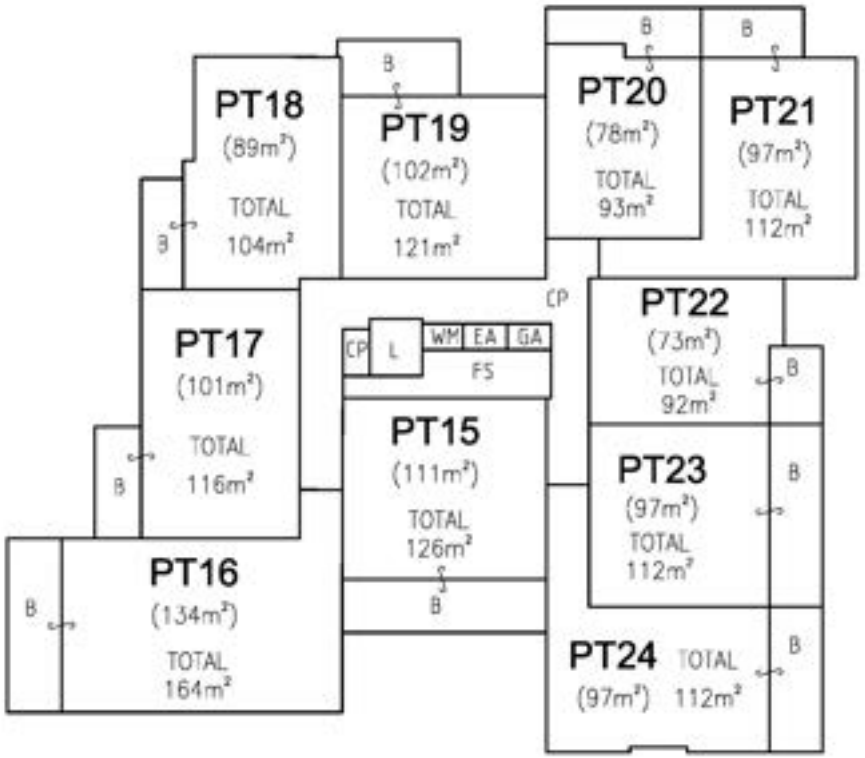
Surveyor: HUY DUC XUAN THAI Surveyor's Ref: 150456-SP Subdivision No: 17/SC39/16 Lengths are in metres. Reduction Ratio 1: 250	Registered: 9.9.2016	SP93901

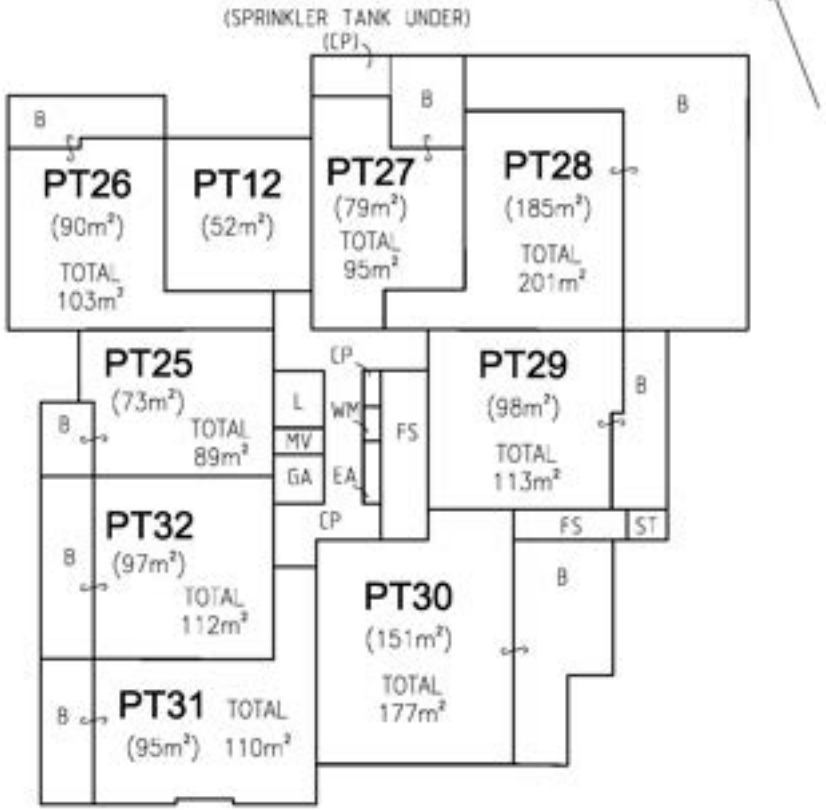
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NOTES

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B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
GA DENOTES GARBAGE AREA (CP)
ST DENOTES STEPS (CP)
WM DENOTES WATER METERS (CP)
EA DENOTES ELECTRICAL AREA (CP)
MV DENOTES MECHANICAL VENT (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

LEVEL 1

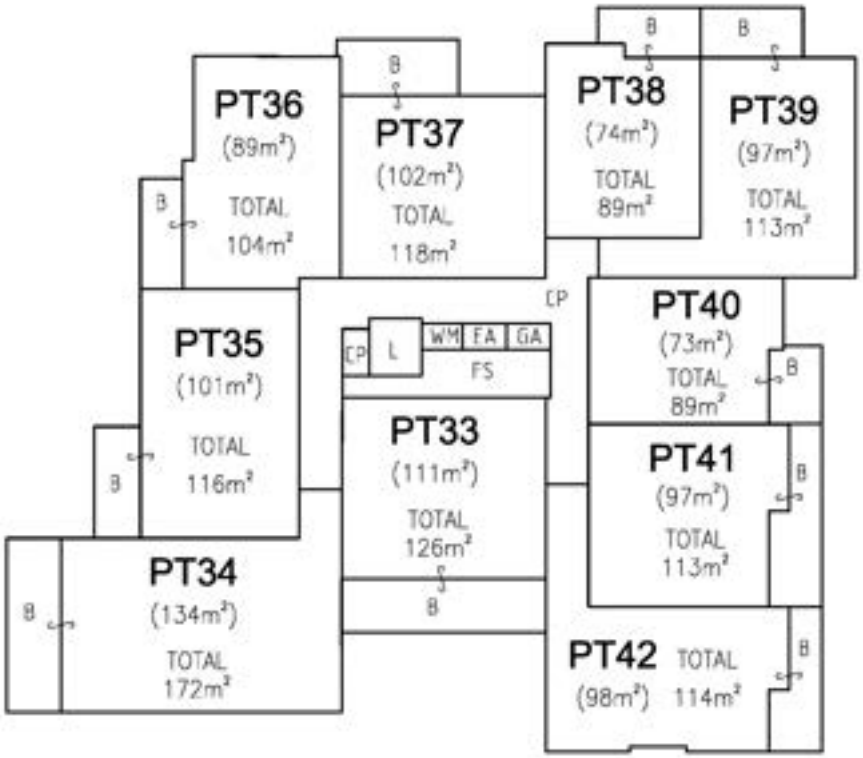
Surveyor: HUY DUC XUAN THAI Surveyor's Ref: 150456-SP Subdivision No: 17/SC39/16 Lengths are in metres. Reduction Ratio 1: 250	Registered: 9.9.2016	SP93901

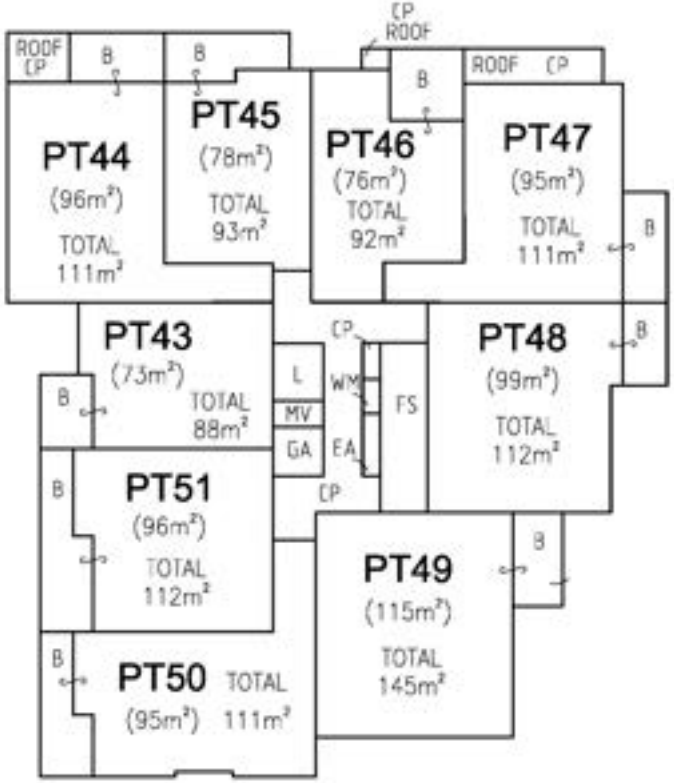
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NOTES

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





B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
GA DENOTES GARBAGE AREA (CP)
WM DENOTES WATER METERS (CP)
EA DENOTES ELECTRICAL AREA (CP)
MV DENOTES MECHANICAL VENT (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

LEVEL 2

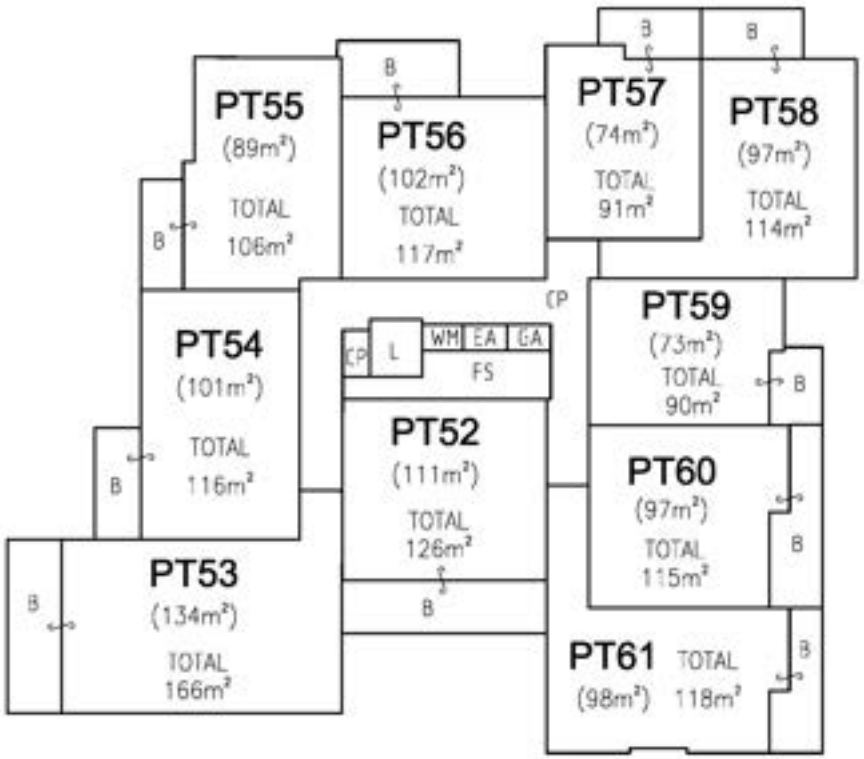
Surveyor: HUY DUC XUAN THAI Surveyor's Ref: 150456-SP Subdivision No: 17/SC39/16 Lengths are in metres. Reduction Ratio 1: 250	Registered: 9.9.2016	SP93901

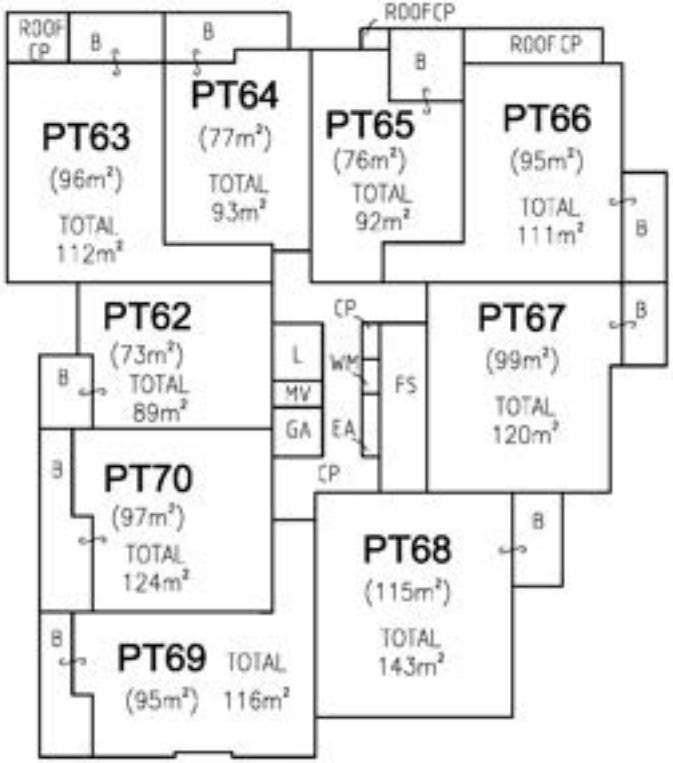
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R358206 /Doc:SP 0093901 P /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:6 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:20210042

NOTES

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





B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
GA DENOTES GARBAGE AREA (CP)
WM DENOTES WATER METERS (CP)
EA DENOTES ELECTRICAL AREA (CP)
MV DENOTES MECHANICAL VENT (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

LEVEL 3

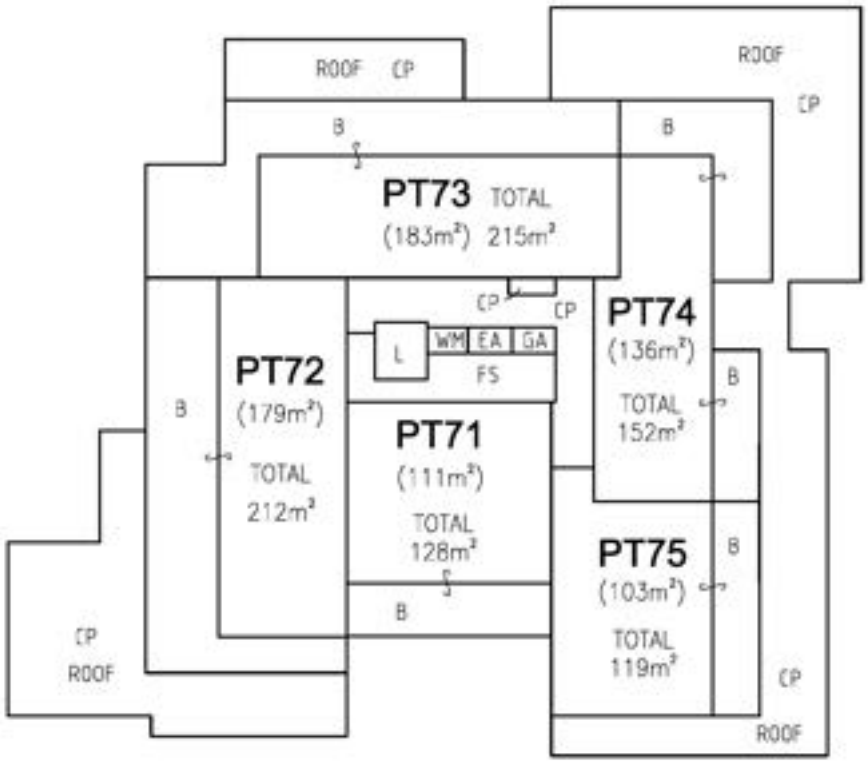
Surveyor: HUY DUC XUAN THAI Surveyor's Ref: 150456-SP Subdivision No: 17/SC39/16 Lengths are in metres. Reduction Ratio 1: 250	Registered: 9.9.2016	SP93901

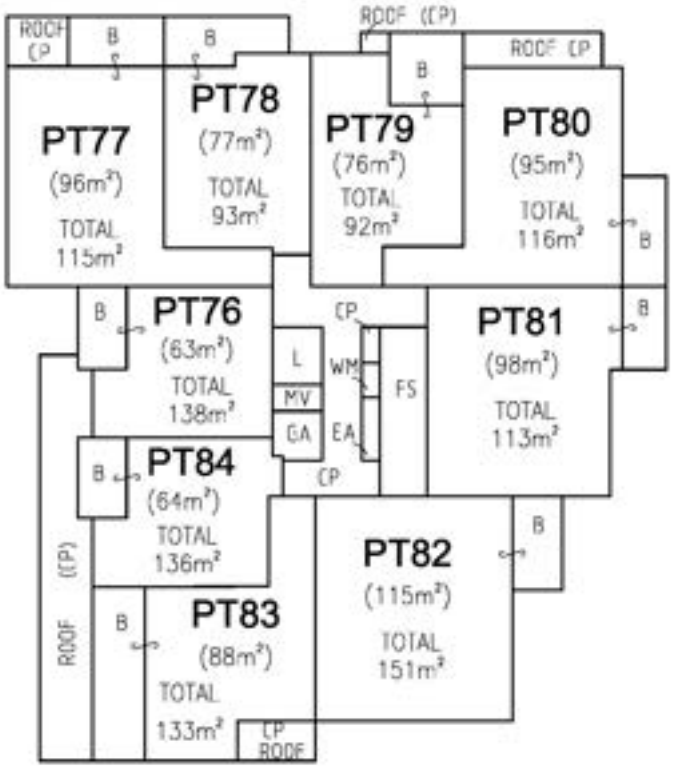
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R358206 /Doc:SP 0093901 P /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:7 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:20210042

NOTES

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





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CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
GA DENOTES GARBAGE AREA (CP)
WM DENOTES WATER METERS (CP)
EA DENOTES ELECTRICAL AREA (CP)
MV DENOTES MECHANICAL VENT (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

LEVEL 4

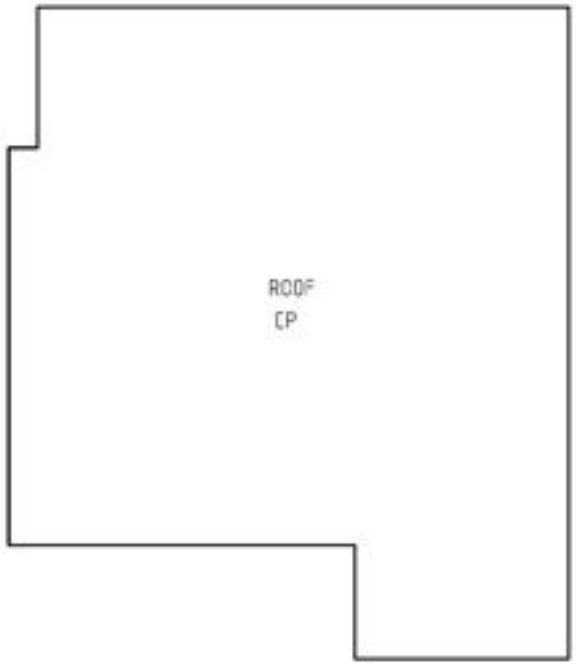
Surveyor: HUY DUC XUAN THAI Surveyor's Ref: 150456-SP Subdivision No: 17/SC39/16 Lengths are in metres. Reduction Ratio 1: 250	Registered: 9.9.2016	SP93901

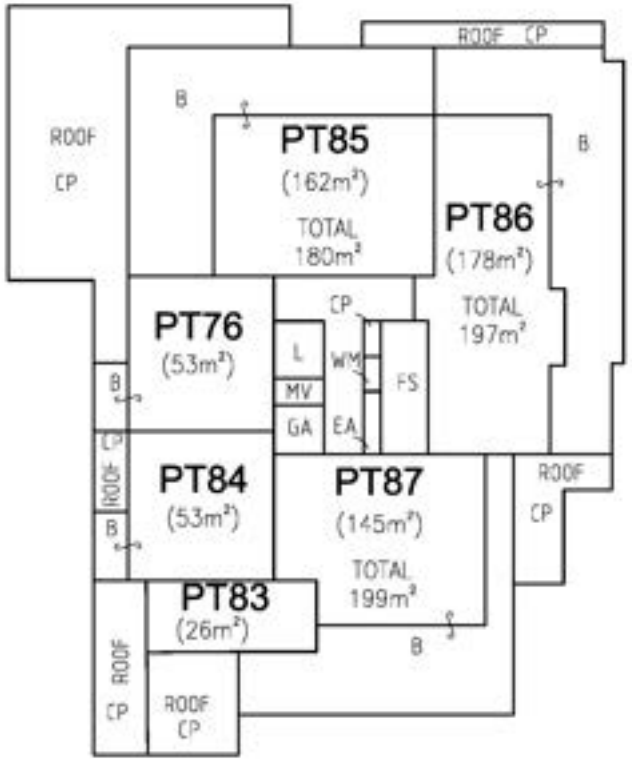
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R398206 /Doc:SP 0093901 P /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:8 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:20210042

NOTES

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





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CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
GA DENOTES GARBAGE AREA (CP)
WM DENOTES WATER METERS (CP)
EA DENOTES ELECTRICAL AREA (CP)
MV DENOTES MECHANICAL VENT (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

LEVEL 5

Surveyor: HUY DUC XUAN THAI Surveyor's Ref: 150456-SP Subdivision No: 17/SC39/16 Lengths are in metres. Reduction Ratio 1: 250	Registered: 9.9.2016	SP93901

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R398206 /Doc:SP 0093901 P /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:9 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:20210042

Req:R398206 /Doc:SP 0093901 P /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:10 of 12
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 9.9.2016

Purpose: STRATA PLAN

Office Use Only

SP93901

PLAN OF SUBDIVISION OF

LOT 888 IN DP 1222655

LGA: HORNSBY

Locality: ASQUITH

Parish: SOUTH COLAH

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) *~~The Council of~~ .....

*The Accredited Certifier IAN BAKER

Accreditation No. BPB0017

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,

*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*(3) ~~The strata plan is part of a development scheme. The council or accredited~~ certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*(4) The building encroaches on a public place and;

*(a) The Council does not object to the encroachment of the building beyond the alignment of .....

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes ~~(Leasehold Development) Act 1986~~.

Date 24 JULY 2016

Subdivision No. 17/SC39/16

Relevant Development Consent No. 17/CDC20/16

issued by IAN BAKER

~~Authorised Person / General Manager~~/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 93901

9-11 AMOR STREET

ASQUITH NSW 2077

The adopted by-laws for the scheme are:

*^ RESIDENTIAL Model By-laws.

*together with, Keeping of animals: Option *A/*B/*C

~~*By-laws in ____ sheets filed with plan.~~

* strike out whichever is inapplicable

^ insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, HUY DUC XUAN THAI

of RGM PROPERTY SURVEYS PTY LTD

a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met.~~

*(2) *(a) ~~The building encroaches on a public place.~~

*(b) ~~The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.~~

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 13/07/2016

* Strike through if inapplicable.

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Use STRATA PLAN FORM 3A for certificates, signatures and seals

SURVEYOR'S REFERENCE: 150456-SP

Req:R398206 /Doc:SP 0093901 P /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:11 of 12
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 9.9.2016

Office Use Only

SP93901

PLAN OF SUBDIVISION OF
LOT 888 IN DP 1222655

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

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

Subdivision Certificate number: 17/SC39/16

Date of endorsement: 24 JULY 2016

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UE	LOT No.	UE	LOT No.	UE	LOT No.	UE
1	119	23	118	45	100	67	121
2	118	24	118	46	100	68	136
3	118	25	99	47	115	69	120
4	98	26	103	48	114	70	97
5	117	27	97	49	139	71	120
6	98	28	117	50	115	72	142
7	98	29	102	51	119	73	130
8	115	30	138	52	119	74	122
9	115	31	117	53	140	75	122
10	97	32	118	54	120	76	122
11	98	33	120	55	120	77	119
12	144	34	139	56	120	78	102
13	117	35	120	57	101	79	102
14	98	36	117	58	120	80	121
15	114	37	119	59	95	81	121
16	138	38	100	60	120	82	137
17	119	39	119	61	120	83	123
18	118	40	100	62	101	84	122
19	117	41	117	63	120	85	112
20	98	42	119	64	100	86	112
21	117	43	100	65	100	87	100
22	99	44	120	66	120	TOTAL	10008

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

1. POSITIVE COVENANT
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (C) (D)

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 150456-SP

Req:R398206 /Doc:SP 0093901 P /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:12 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:20210042

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

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Registered: 9.9.2016

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SP93901

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LOT 888 IN DP 1222655

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- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 17/SC39/16

Date of endorsement: 24 JULY 2016

Signed on behalf of HYZ No 1 Pty Limited ABN 54 881 297 823
by the Authorised Person whose signature appears below
pursuant to Section 127 of the Corporation ACT 2001

Hanyi ZHANG
Sole Director / Secretary

Witness Signature :
Witness Name : JIA DU (JERRY)
Witness Address :
Suite 1, Level 9, Strathfield plaza.
11 The Boulevarde, Strathfield NSW 2135

Signed at Parramatta the 22nd day of August 2016 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494
Witness

Brianna Pritchard
L3, 101 George St
Parramatta NSW 2150.

BRADLEY MORRIS
RELATIONSHIP EXECUTIVE

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 150456-SP

Req:R398208 /Doc:SP 0093901 B /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:1 of 6
© Office of the Registrar-General /Src:INFOTRACK /Ref:20210042

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT, RESTRICTIONS AND EASEMENTS TO BE CREATE PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metres

Plan: SP93901

Plan of Subdivision of Lot 888 in DP 1222655
Covered by Subdivision Certificate No 17/SC39/16
Dated 24 JULY 2016

Sheet 1 of 6

Full name and address of Owner of the land

HYZ No.1 Pty Limited
Suite 1, Level 9
Strathfield Plaza, 11 The Boulevard
STRATHFIELD NSW 2135

PART 1

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, restriction of 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	POSITIVE COVENANT	COMMON PROPERTY	HORNSBY SHIRE COUNCIL
2	RESTRICTION ON THE USE OF LAND	COMMON PROPERTY	HORNSBY SHIRE COUNCIL
3	EASEMENT FOR ~~WASTE~~ GARBAGE COLLECTION VARIABLE WIDTH (SEE LD)	COMMON PROPERTY	HORNSBY SHIRE COUNCIL

PART 2

1. **Terms of positive covenant firstly referred to in the abovementioned plan:**

    1. The proprietors of the land abovementioned, herein known as the "registered proprietor" shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in the title to the land and where there are two or more registered proprietors of the land the terms of the covenant shall bind all those registered proprietors jointly and severally.
    2. The registered proprietors of the lot(s) hereby burdened will in respect of the "on-site detention / bio retention systems" which expression shall include all ancilliary gutters, downpipes, drains, walls, kerbs, pits, grates, tanks, basins, and other surfaces designed to temporarily detain and control stormwater, hereinafter called "the system":

(CONTINUE PAGE 2)

Approved by Hornsby Shire Council

.....A.F.Yazdani.....

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INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT, RESTRICTIONS AND EASEMENT TO BE CREATE PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metre

Plan: SP93901

Plan of Subdivision of Lot 888 in DP 1222655
Covered by Subdivision Certificate No 17/SC39/16
Dated 24 JULY 2016

(CONTINUE FROM PAGE 1)

(a) permit stormwater to be temporarily detained by the system;
(b) keep the system clean and free from silt, rubbish, debris and the like;
(c) maintain the volume of the system to have a storage capacity of not less than 62 cubic metres and a maximum discharge rate, when full, of 71.6 litres per second;
(d) maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner;
(e) permit the Council of Hornsby or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this clause;
(f) comply with the terms of any written notice issued by the Council of Hornsby in respect to the requirements of this clause within the time stated in the notice;
(g) meet any reasonable cost incurred by the Council of Hornsby in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Council of Hornsby;
(h) indemnify and keep indemnified the Council of Hornsby from and against all claims, demands, actions, suits, causes of actions, sum or sums of money, compensation, damages, costs and expenses which the Council of Hornsby or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

Name of Authority whose consent is required to release, vary or modify the abovementioned positive covenant
Hornsby Shire Council

Approved by Hornsby Shire Council

ATF Yaghami

Req:R398208 /Doc:SP 0093901 B /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:3 of 6
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INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT, RESTRICTIONS AND EASEMENT TO BE CREATE PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metre

Plan: SP93901

Plan of Subdivision of Lot 888 in DP 1222655
Covered by Subdivision Certificate No 17/SC39/16
Dated 24 JULY 2016

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

1. The proprietors of the land abovementioned, herein known as the "registered proprietor" shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in the title to the land and where there are two or more registered proprietors of the land the terms of the covenant shall bind all those registered proprietors jointly and severally.

2.The registered proprietor of the land so burdened, in respect of the "on-site detention/bio retention systems" which expression shall include all ancillary gutters, downpipes, pipes drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter called "the system":

(a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;
(b) except in accordance with the Council of Hornsby approved plan, not allow any building erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted (OSD);
(c) not carry out, or allow to be carried out any change of land profile or earthworks on that part of the burdened lot denoted (OSD);
(d) not carry out, or allow to be carried out any alterations to the system including surface levels, grates, pipes or any other material or elements thereof outside those normally required for formation, maintenance and proper function of the system.

Name of Authority whose consent is required to release, vary or modify the abovementioned restriction
Hornsby Shire Council

Approved by Hornsby Shire Council

.....A.F. Yeadon.....

Req:R398208 /Doc:SP 0093901 B /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:4 of 6
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INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT, RESTRICTIONS AND EASEMENT TO BE CREATE PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metre

Plan: SP93901

Plan of Subdivision of Lot 888 in DP 1222655
Covered by Subdivision Certificate No 17/SC39/16
Dated 24 JULY 2016

3. Terms of easement ~~fifthly~~ thirdly referred to in the abovementioned plan:

1.1 Full and free right for Hornsby Council, its servants and agents, contractors and all persons authorised by Hornsby Council to go, pass and repass over the whole of the land hereinbefore described as the Servient Tenement at all times with and without vehicles for the purpose of collecting and removing garbage and refuse from the Servient Tenement and for the purposes incidental thereto PROVIDED ALWAYS that:

a) Nothing herein contained shall entitle any person exercising the aforesaid rights to enter the building, private open space or courtyard except to the extent necessary to gain access to garbage receptacles located therein in positions approved by Hornsby Council

b) Any person exercising the aforesaid rights shall not drive any motor vehicle onto any part of the Servient Tenement which has not apparently been constructed or provided for the purpose of a carriageway or parking area for vehicles.

c) The aforesaid easement is limited in depth to the top of the concrete driveway and/or top of the concrete ramp to upper basement and/or top of concrete floor slab of upper basement and limited in height to a plane 3.5 metres above the surfaces aforementioned.

1.2 The rights hereby granted may be exercised by Hornsby Council its servants, agents and contractors and all persons authorised by Hornsby Council to enter there Servient Tenement without being liable for damage which may be occasioned to the Servient Tenement or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, building or to the property of any person therein or thereon otherwise then by reason of the negligence of Hornsby council.

Approved by Hornsby Shire Council

.....

Req:R398208 /Doc:SP 0093901 B /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:5 of 6
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INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT, RESTRICTIONS AND EASEMENT TO BE CREATE PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metre

Plan: SP93901

Plan of Subdivision of Lot 888 in DP 1222655
Covered by Subdivision Certificate No 17/SC39/16
Dated 24 JULY 2016

1.3 Without the generality of and not withstanding anything herein before contained if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage from the Servient Tenement, neither Hornsby Council is servants, agents and contractors nor any person authorised by Hornsby Council shall be liable in respect thereof, Hornsby Council its servants, contractors and agents and all persons authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the owner of the Servient Tenement its successors and assigns against all actions, suits, cases of action on suits, claims, demands, proceedings, costs. charges, damages or expenses whatsoever which may be brought or made, instituted or claimed against and from them or any of them:
a) by the Owner or any occupier of the Servient Tenement or any part thereof or;
b) by any other person in respect of any loss of injury sustained or threatened or damages suffered or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the Servient Tenement for the purpose of collecting garbage from the Servient Tenement or for a purpose incidental thereto, except where such loss, injury or damages result from the negligence of Hornsby Council its servants, contractors, agents or of any person authorised by Hornsby Council as aforesaid.

Nothing herein contained shall oblige Hornsby Council to have garbage collected from points within the Servient Tenement or shall prevent Hornsby Council from discontinuing collection of garbage from within the Servient Tenement PROVIDED ALWAYS that if Hornsby Council discontinues collection of garbage from within the Servient Tenement Hornsby Council and the Registered Proprietors for the time being of the Servient Tenement shall respectively have the same rights and obligations with regard to removal of garbage from the Servient Tenement as they would have if this instrument had not been executed.

Name of Authority whose consent is required to release, vary or modify the abovementioned easement
Hornsby Shire Council

Approved by Hornsby Shire Council

.....ATF Yazdani.....

Req:R398208 /Doc:SP 0093901 B /Rev:12-Sep-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:6 of 6
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INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT, RESTRICTIONS AND EASEMENT TO BE CREATE PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metre

Plan: SP93901

Plan of Subdivision of Lot 888 in DP 1222655
Covered by Subdivision Certificate No 17/SC39/16
Dated 24 JULY 2016

The owner of the land burdened:

Signed on behalf of HYZ No.1 Pty Ltd ABN 54 881 297 823 by the Authorised person whose signature appears below pursuant to section 127 of the corporation ACT 2001

Hanyi ZHANG
Sole Director / Secretary

Witness Signature:
Witness Name: JIA DU (JERRY)
Witness Address: Suite 1, Level 9, Strathfield Plaza, 11 The Boulevarde Strathfield, NSW 2135

Approved by Hornsby Shire Council

SIGNED BY HORNSBY SHIRE COUNCIL

A/F Yazdani
AUTHORISED OFFICER

AHMED YAZDANI
SENIOR DEVELOPMENT ENGINEER

AUTHORISED OFFICER AS DELEGATE OF HORNSBY SHIRE COUNCIL PURSUANT TO S.378 OF THE LOCAL GOVERNMENT ACT 1993 AND I CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION.

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT THE DELEGATE SIGNED IN MY PRESENCE
Signed By:
Name of Witness: ANDREW LAM
Address of Witness: 296 PEATS FERRY ROAD HORNSBY NSW 2077

REGISTERED 9.9.2016

Execution by Mortgagee

Bendigo Mortgage Relationship Executive.

Signed at Parramatta the 22nd day of August 2016 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494

Witness

Rhiannon Pritchard
L3, 101 George St
Parramatta NSW 2150.

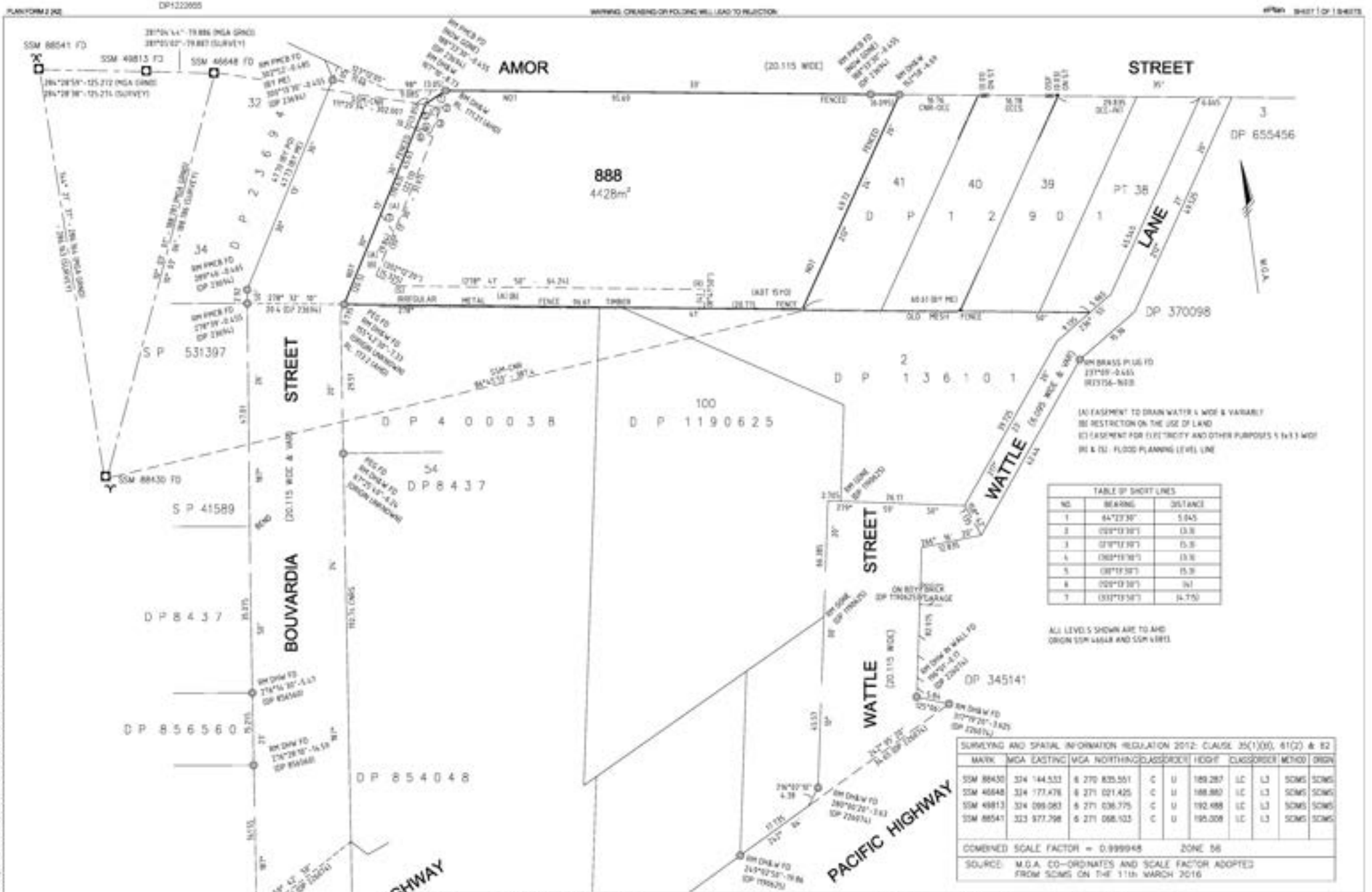


TABLE OF SHORT LINES		
NO.	BEARING	DISTANCE
1	64°23'30"	5.045
2	026°03'30"	(3.3)
3	026°03'30"	(5.3)
4	260°03'30"	(3.3)
5	026°03'30"	(5.3)
6	026°03'30"	(x)
7	332°03'30"	(4.75)

ALL LEVELS SHOWN ARE TO AHD ORIGIN SSM 46648 AND SSM 49813.

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(b), 61(2) & 62									
MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	HEIGHT	CLASS	ORDER	METHOD	ORIGIN
SSM 88430	324 144.533	6 270 835.551	C	U	189.287	LC	L3	SCIMS	SCIMS
SSM 46648	324 177.476	6 271 021.425	C	U	188.882	LC	L3	SCIMS	SCIMS
SSM 49813	324 099.083	6 271 036.775	C	U	192.488	LC	L3	SCIMS	SCIMS
SSM 88541	323 977.798	6 271 068.103	C	U	195.008	LC	L3	SCIMS	SCIMS
COMBINED SCALE FACTOR = 0.999948					ZONE 56				
SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM SCIMS ON THE 11th MARCH 2016									

Surveyor: HUY DUC XUAN THAI	PLAN OF	L.G.A.: HORNSBY	Registered:	DP1222655
Date of Survey: 10.03.2016	PLAN OF CONSOLIDATION OF LOTS 1, 2, 3, 4, 5 & 6 IN DP 23694	Locality: ASQUITH	3.8.2016	
Surveyor's Ref: 150456-DP		Lengths are in metres. Reduction Ratio 1: 500		

Req:R399210 /Doc:DP 1222655 P /Rev:03-Aug-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:1 of 4
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Req:R398210 /Doc:DP 1222655 P /Rev:03-Aug-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:2 of 4
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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 3.8.2016

Title System: TORRENS

Purpose: CONSOLIDATION

Office Use Only

DP1222655

PLAN OF CONSOLIDATION OF
LOTS 1, 2, 3, 4, 5 & 6 IN DP 23694

LGA: HORNSBY

Locality: ASQUITH

Parish: SOUTH COLAH

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, HUY DUC XUAN THAI.....

of RGM PROPERTY SURVEYS.....

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 10.03 .2016 .....

~~*(b) The part of the land shown in the plan (*"being"/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 10/03/2016.....

Surveyor ID: 8258

Datum Line: SSM 88541 – SSM 88430 "X"-"Y"

Type: *Urban/*~~Rural~~

The terrain is *Level-Undulating / *~~Steep-Mountainous~~.

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/~~compilation~~.

DP 8437	DP 12901
DP 23694	DP 226074
DP 400038	DP 854133
DP 856560	DP 1003237
DP 1190625	

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 150456-DP

Req:R398210 /Doc:DP 1222655 P /Rev:03-Aug-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:3 of 4
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 3.8.2016

Office Use Only

DP1222655

PLAN OF CONSOLIDATION OF
LOTS 1, 2, 3, 4, 5 & 6 IN DP 23694

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

SCHEDULE OF LOT AND ADDRESS

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
888	9-19	AMOR	STREET	ASQUITH

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 4 WIDE & VARIABLE
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES ~~5.2m~~3.3 WIDE

Signed on behalf of HYZ No.1 Pty Limited ABN 54 881 297 823
by the Authorised person whose signature appears below,
pursuant to section 127 of the Corporation ACT 2001

Hanyi ZHANG
Sole Director / Secretary

Witness Signature.

Witness Name. JIA DU

Witness Address: Suite 1, Level 9, Strathfield Plaza
11 The Boulevarde, Strathfield NSW 2135

Surveyor's Reference: 150456-DP

Req:R398210 /Doc:DP 1222655 P /Rev:03-Aug-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:20210042

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 3.8.2016

Office Use Only

DP1222655

PLAN OF CONSOLIDATION OF
LOTS 1, 2, 3, 4, 5 & 6 IN DP 23694

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney pursuant to Power of Attorney Registered Book 4693 No 331 who declares that he/she has not received any notice of revocation of same. In the presence of:

Signature of Witness

Lisa Jane Anderson

Name of Witness

570 GEORGE STREET
SYDNEY NSW 2000

Signature of Attorney

Michael McHugh

Name of Attorney
Manager - Property & Fleet

Signed at Parramatta the 5th day of July 2016 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494

Witness

Rhianna Pitchad
Analyst

Bradley Moars
Relationship
Executive

If space is insufficient use additional annexure sheet

Surveyor's Reference: 150456-DP

Req:R398211 /Doc:DP 1222655 B /Rev:03-Aug-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:1 of 5
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INSTRUMENT SETTING OUT TERMS EASEMENTS AND RESTRICTION INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Lengths are in meters

Plan: DP1222655

Plan of Consolidation of Lots 1, 2, 3, 4, 5 & 6 in DP 23694
~~Dated~~

Full name and address of Owner of the land

HYZ No.1 Pty Limited
Suite 1, Level 9
Strathfield Plaza, 11 The Boulevard
STRATHFIELD NSW 2135

PART 1

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, restriction of positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	EASEMENT TO DRAIN WATER 4 WIDE & VARIABLE	888	Hornsby Shire Council
2	RESTRICTION ON THE USE OF LAND	888	Hornsby Shire Council
3	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES ~~5.0~~3.3 WIDE	888	AUSGRID ABN 67 505 337 385

PART 2

1. **Terms of easement to drain water firstly referred to in the above Plan:**

An easement to drain water 4 metres wide and variable denoted (A) over the burdened lot 888 in favour of Council and in accordance with the terms set out in Memorandum B5341305V file with the NSW Department of Lands.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT FIRSTLY REFERRED TO IS:
HORNSBY SHIRE COUNCIL

Approved by Hornsby Shire Council

.....

Req:R398211 /Doc:DP 1222655 B /Rev:03-Aug-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:2 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Lengths are in meters

Plan: DP1222655

Plan of Consolidation of Lots 1, 2, 3, 4, 5 & 6 in DP 23694
~~Dated~~

2. Terms of restriction secondly referred to in the above Plan:

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.

2. The registered proprietor of the land so burdened shall, in respect of the lot and the "overland flow path" referred to on the abovementioned plan as *(B)*:-

a) not carry out, or allow to be carried out any change of land profile or earthworks or variation of overland flow path shape on that part of the burdened lot denoted (B);

b) except in accordance with a Hornsby Shire Council approved plan, not allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted *(B)*;

c) not carry out construction of any fencing on either that part of the burdened lot denoted *(B)* or on lot boundaries adjacent that part of the burdened lot denoted *(B)* without the written permission of Hornsby Shire Council ;

d) not propose construction of any habitable or lockable building or structure on a part of the burdened lot with a finished floor level lower than any level line perpendicular to and coincident with the Flood Planning Level line represented by joining points (R) and (S) referred to on the above mentioned plan being at minimum levels of 175.76 metres Australian Height Datum (AHD) and 173.80 metres AHD respectively.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION SECONDLY REFERRED TO IS:

HORNSBY SHIRE COUNCIL

Approved by Hornsby Shire Council

.....

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Lengths are in meters

Plan: DP1222655

Plan of Consolidation of Lots 1, 2, 3, 4, 5 & 6 in DP 23694
~~Dated~~

3. Terms of easement thirdly referred to in the above Plan:

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

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT THIRDLY REFERRED TO IS:

AUSGRID

Approved by Hornsby Shire Council

.....

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Lengths are in meters

Plan: DP1222655

Plan of Consolidation of Lots 1, 2, 3, 4, 5 & 6 in DP 23694

~~Dated~~

Signed on behalf of HYZ No.1 Pty Limited ABN 54 881 297 823
by the Authorised person whose signature appears below,
pursuant to section 127 of the Corporation ACT 2001

Hanyi ZHANG
Sole Director / Secretary

Witness Signature :
Witness Name : JIA DU
Witness Address : Suite 1, Level 9, Strathfield plaza
11 The Boulevarde, Strathfield NSW 2135

Approved by Hornsby Shire Council

Authorised Person

Req:R398211 /Doc:DP 1222655 B /Rev:03-Aug-2016 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:5 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Lengths are in meters

Plan: DP1222655

Plan of Consolidation of Lots 1, 2, 3, 4, 5 & 6 in DP 23694
~~Dated~~

Execution from Ausgrid

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney pursuant to Power of Attorney Registered Book 4893 No 331 who declares that he/she has not received any notice of revocation of same. In the presence of:

Signature of Witness

Lisa Jane Anderson
Name of Witness

570 GEORGE STREET
SYDNEY NSW 2000

Signature of Attorney

Michael McHugh
Name of Attorney
Manager - Property & Fleet

Execution from Mortgagee

Signed at PARRAMATTA the 5TH day of JULY 2016 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4598 No. 466

Witness

Rhiannon Pritchard
Analyst.

BRADLEY MORRIS
RELATIONSHIP EXECUTIVE

REGISTERED 3.8.2016

Req:R398212 /Doc:DL AM165673 /Rev:03-Mar-2017 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:1 of 11
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Form: 15CH
Release: 1-0

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act
Real Property Act 1900

AM165673U

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

(A) TORRENS TITLE

For the common property
CP/SP 93901

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
573X	Network Strata Services Pty Limited 123421L PO BOX 265 HURSTVILLE BC NSW 1481 Reference: 93901	CH

(C) The Owners-Strata Plan No. 93901 certify that pursuant to a resolution passed on 23/11/2016 and

(D) in accordance with the provisions of Section ~~141~~ 136 of Strata Schemes Management Act 2015 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 1,2,3
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A

Off SH

on CI

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

(G) The seal of The Owners-Strata Plan No. 93901 was affixed on 27/1/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Brad Wood

Authority: Appointed Strata Manager

THE OWNERS OF STRATA PLAN No 93901 Common Seal

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1612

10 pages Annexure 1/3/17

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Annexure A Change of By-Laws
Parties: 93901
Date: 23 November 2016

Special By-Law 1- Absolution of Appliance Maintenance

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.

2. The type of appliances referred to in this By-law shall include, but not be limited to;
(i) Bathroom & Kitchen Exhaust Fans
(ii) Light Fittings and Down lights
(iii) Air-Conditioning Apparatus
(iv) Alarm Systems
(v) Individual Garage Door Motors
(vi) Hot Water Heaters servicing only one lot

Special By-Law 2- Access for Inspection of Fire Services

A) Definitions
(a) The following terms are defined to mean:
'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety or personnel engaged by the Owners Corporation.
'Fire Safety Equipment 'means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.
'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.
'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.

B) Duties of Owners
That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;
(a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation
That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity
i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;
ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) Carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

THE OWNERS OF STRATA PLAN No 93901
Common Seal

Req:R398212 /Doc:DL AM165673 /Rev:03-Mar-2017 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:3 of 11
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Annexure A Change of By-Laws
Parties: 93901
Date: 23 November 2016

Special By-Law 3- Alterations and Additions to Fire Doors

A) Definitions
(a) The following terms are defined to mean:

'**Fire Door**' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. '**Original Condition**' means the condition at the date of registration of the strata scheme.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will then have the same meaning as those words are attributed under that Act,

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

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

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

E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot.

THE OWNERS OF STRATA PLAN No 93901
Common Seal

Req:R398212 /Doc:DL AM165673 /Rev:03-Mar-2017 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:4 of 11
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netstrata
Tel: 1300 NETSTRATA
Fax: 1300 644 402
P.O. Box 265
HURSTVILLE BC 1481

Strata Plan 93901
9-11 AMOR STREET ASQUITH

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 27/01/2017

1 Noise

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

2 Vehicles

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

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot
(b) any screen or other device to prevent entry of animals or insects on the lot, or
(c) any structure or device to prevent harm to children, or
(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
(5) Despite section 62 of the Act, the owner of a lot must:
(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

THE OWNERS OF STRATA PLAN No 93901
Common Seal

Req:R398212 /Doc:DL AM165673 /Rev:03-Mar-2017 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 14:21 /Seq:5 of 11
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netstrata
Tel: 1300 NETSTRATA
Fax: 1300 644 402
P.O. Box 265
HURSTVILLE BC 1481

Strata Plan 93901
9-11 AMOR STREET ASQUITH

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Hanging Out of Washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
(4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of Fire Safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Cleaning Windows and Doors

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

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that cannot be accessed by the owner or occupier of the lot safely or at all.

13 Storage of Inflammable Liquids and Other Substances and Materials

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

14 Changes to Floor Coverings and Surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 Floor Coverings

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

16 Garbage Disposal

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

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recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
(3) An owner or occupier of a lot must:
(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable
material, and
(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of Animals

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
(a) notify the owners corporation that the animal is being kept on the lot, and
(b) keep the animal within the lot, and
(c) carry the animal when it is on the common property, and
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

18 Appearance of Lot

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

19 Change in Use of Lot to be Notified

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

20 Provision of Amenities or Services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
(a) window cleaning,
(b) garbage disposal and recycling services,

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(c) electricity, water or gas supply,
(d) telecommunication services (for example, cable television).
(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 Compliance with Planning and Other Requirements

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

22 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

The Following are the Special By-laws registered with the scheme.

1 Absolution of Appliance Maintenance

Registration Date: 27/01/2017

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
2. The type of appliances referred to in this By-law shall include, but not be limited to;
(i) Bathroom & Kitchen Exhaust Fans
(ii) Light Fittings and Down lights
(iii) Air-Conditioning Apparatus
(iv) Alarm Systems
(v) Individual Garage Door Motors
(vi) Hot Water Heaters servicing only one lot

2 Access for Inspection of Fire Services

Registration Date: 27/01/2017

A) Definitions
(a) The following terms are defined to mean:
'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.
'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.
'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.
'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they shall have

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then same as those words are attributed under that Act,
B) Duties of Owners
That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;
(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
C) Duties of the Owners Corporation
That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.
D) Indemnity
i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;
ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) Carry out all work necessary to perform the obligation;
ii) Enter upon any part of the parcel to carry out that work; and
iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

3 Alterations & Additions to Fire Doors

Registration Date: 27/01/2017

A) Definitions
(a) The following terms are defined to mean:
'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,
B) Duties of Owners
(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.
C) Liability
1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

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D) Indemnity
i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot.

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Approved Form 10 FILM WITH AM165673

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 9 3 9 0 1 was affixed on 31 January 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: .....

Name: **Brad Wood of Netstrata**

Authority: **Appointed Managing Agent**

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Form: 15CH
Release: Quarry

CONSOLIDATION/ CHANGE OF BY-LAW

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

AQ433052M

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

(A) TORRENS TITLE

For the common property
CP/SP 93901

(B) LODGED BY

Document Collection Box	Name / Company / Address / E-mail / Customer Account Number	CODE
573X	Company Network Strata Services Pty Limited Address P O BOX 265 HURSTVILLE BC NSW 1481 E-mail admin@netstrata.com.au Contact Number 1300 638 787 Customer Account Number 123421L Reference 93901	CH

(C) The Owner-Strata Plan No. 93901 certify that a special resolution was passed on 14/9/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 12
Amended by-law No. BL2
as fully set out below :

THE OWNERS OF STRATA PLAN No 93901
Common Seal

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

(G) The seal of The Owners-Strata Plan No. 93901 was affixed on in the presence of 16/9/2020 the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name : Anita Dalag- Netstrata

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 09/09/2016

1 Noise

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

2 Vehicles

Standard By-Laws 2 was repealed by the Owners Corporation on 14/09/2020

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot
(b) any screen or other device to prevent entry of animals or insects on the lot, or
(c) any structure or device to prevent harm to children, or
(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
(5) Despite section 62 of the Act, the owner of a lot must:
(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property

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and that services the lot.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Hanging Out of Washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
(4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of Fire Safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Cleaning Windows and Doors

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(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

13 Storage of Inflammable Liquids and Other Substances and Materials

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

14 Changes to Floor Coverings and Surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 Floor Coverings

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

16 Garbage Disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area
designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

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(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the
receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
(3) An owner or occupier of a lot must:
(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable
material, and
(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of Animals

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
(a) notify the owners corporation that the animal is being kept on the lot, and
(b) keep the animal within the lot, and
(c) carry the animal when it is on the common property, and
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

18 Appearance of Lot

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

19 Change in Use of Lot to be Notified

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

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rather than residential purposes).

20 Provision of Amenities or Services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
(a) window cleaning,
(b) garbage disposal and recycling services,
(c) electricity, water or gas supply,
(d) telecommunication services (for example, cable television).
(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 Compliance with Planning and Other Requirements

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

22 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

The Following are the Special By-laws registered with the scheme.

1 Absolution of Appliance Maintenance

Registration Date: 27/01/2017

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
2. The type of appliances referred to in this By-law shall include, but not be limited to;
(i) Bathroom & Kitchen Exhaust Fans
(ii) Light Fittings and Down lights
(iii) Air-Conditioning Apparatus
(iv) Alarm Systems
(v) Individual Garage Door Motors
(vi) Hot Water Heaters servicing only one lot

2 Access for Inspection of Fire Services

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Strata Plan 93901
9-11 AMOR STREET ASQUITH

Registration Date: 27/01/2017

A) Definitions
(a) The following terms are defined to mean:
'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.
'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.
'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.
'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,
B) Duties of Owners
That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;
(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
C) Duties of the Owners Corporation
That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.
D) Indemnity
i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;
ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) Carry out all work necessary to perform the obligation;
ii) Enter upon any part of the parcel to carry out that work; and
iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

3 Alterations & Additions to Fire Doors

Registration Date: 27/01/2017

A) Definitions
(a) The following terms are defined to mean:
'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,
B) Duties of Owners

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Strata Plan 93901
9-11 AMOR STREET ASQUITH

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.
C) Liability
1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.
D) Indemnity
i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot.

4 Smoke Penetration

Registration Date: 02/01/2018

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

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

(3) This By-law does not prevent an owner or occupier of a lot from ultilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

5 Notice Board

Registration Date: 02/01/2018

That the Owners Corporation must cause a notice-board to be affixed to some part of the common property.

6 Pre-Meeting & Electronic Voting

Registration Date: 14/01/2019

A) Intention
The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting
(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes

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Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting
The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability
Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

7 Minor Renovations By-Law

Registration Date: 14/09/2016

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

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

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n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations
i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

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

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

5. Terms and Conditions that will apply to all approvals
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents

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

8 Major Building Work (Major Renovations) By-Law

Registration Date: 16/10/2019

1. Approval of Owners Corporation required
Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation
An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:
(a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
(b) include with the application;
(i) any fee prescribed by the Owners Corporation
(ii) detailed plans and specifications for the Major Building Works;
(iii) a description of the proposed Major Building Works; and
(iv) information as to:
A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation
(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
(i) require the applicant to submit further information, such as further plans, specifications or reports;
(ii) waive the requirement to submit detailed plans and specifications;
(iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or

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(iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
(b) in processing an application, the Owners Corporation:
(i) may act in its own discretion;
(ii) approve it unconditionally or may impose conditions; and
(iii) may disregard its previous decisions.
(c) In processing an application, the Owners Corporation may require the payment of a bond:
(i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
(ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
(iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.
(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works
(a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
(b) Owners must not commence to carry out Major Building Works unless:
(i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
(ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
(iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
(iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
(v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
(vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
(vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property
(a) the provisions of this by-law apply to Major Building Works to Common Property
(b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
(i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
(ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
B. the Owners Corporation has made and registered a by-law to that effect; and
C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying our Major Building Works

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When carrying out Major Building Works an Owner to whom approval has been granted must:
(a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
(b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
(c) ensure the works are carried out in a proper and workmanlike manner;
(d) use only qualified and, where appropriate, licensed tradesmen;
(e) ensure the works are carried out without undue delay;
(f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
(g) cause as little disturbance to other Owners and Occupiers as is practicable;
(h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
(i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
(k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property
The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works
On completion of Major Building Works, the Owner who has carried out the works must:
(a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
(b) ensure the Common Property is left clean and tidy;
(c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
(d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities
An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity
An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:
(a) in connection with the major Building Works (including costs for approving the Major Building Works); and
(b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

11. Right in Owners Corporation to remedy
At its discretion, the Owners Corporation may:
(a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
(b) enter any part of the Parcel to carry out its rights in this by-law; and
(c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the

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Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works
Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain
Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent
Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

9 Recovery of Administrative Costs

Registration Date: 16/10/2019

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.

ii. Examples include, but are not limited to, additional expenses incurred for remedying By- law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners
i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;

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ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rghts, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

10 Recovery of Stationery Expenses

Registration Date: 16/10/2019

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.

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iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

11 Absolution of Maintenance Lot Fittings & Fixtures

Registration Date: 16/10/2019

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.
(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 93901
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;

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(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;
3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located
3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Bench tops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points
3.4 Floor Coverings
(a) All carpet within the lot
(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
(c) All Floor boards, whether floating or fixed
(d) All parquetry, linoleum, vinyl and cork tiles wherever located
3.5 Balcony/Courtyard Areas
(a) All tiles, pavers and decking
(b) All stairs and handrails within the balcony or courtyard area
(c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
(d) All plants and grassed areas within the balcony or courtyard
(e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
(f) Fences that divide two lots
(g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
3.6 Electrical Fittings & Appliances

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(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.
3.7 Front Door, Balcony Doors, Windows and Garage Area
(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
(b) Automatic door closers
(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

12 Payment Plans

Registration Date: 16/09/2020

1.Introduction
1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.
1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans
2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions.".

2.2 Clause 18 of the Regulation says a payment plan must:
(a) be in writing;
(b) require repayment of the outstanding contributions within 12 months; and
(c) contain the following:
(i) the name of the lot owner and the title details of the lot,
(ii) the address for service of the lot owner,
(iii) the amount of the overdue contributions,
(iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
(v) the schedule of payments for the amounts owing and the period for which the plan applies,
(vi) the manner in which the payments are to be made,
(vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
(viii) a statement that a further plan may be agreed to by the owners corporation by resolution,

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(ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:
(a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
(b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
(c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:
(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
(i) comply with the Act and the Regulation;
(ii) contain the information set out in clause 2.2(c) above; and
(b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
(i) clauses 2.2 and 2.3;
(ii) interest is payable in the manner and at the rate set out in the Act;
(iii) contributions due after the date the payment plan commences are payable on their due date;
(iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and
(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation
In this by-law:
3.1 Act means the Strata Schemes Management Act 2015;
3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is $100 per month per payment plan;
3.3 lot means each and every lot in the strata scheme;
3.4 owner means the owner of the lot for the time being;
3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;
3.6 Regulation means the Strata Schemes Management Regulation 2016;
3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;
3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

BL2 Parking By-Law amended as follows:

Registration Date: 16/09/2020

1. No Parking on Common Property by Owners and Occupiers Without Approval
An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

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Strata Plan 93901
9-11 AMOR STREET ASQUITH

An owner of a lot must:
(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces
An owner or occupier of a lot must:
(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor
A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces
Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders
An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space
An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices
(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by- law, the owners corporation may:
(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
(iii) recover as a debt from the owner or occupier in breach of this by-law:
(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre- estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").
(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses
9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by- law, the owners corporation may:
(a) rectify the breach, and/or

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(b) to the extent permitted by law, recover from the owner or occupier as a debt:
(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;
9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.
9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc
In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:
(a) the owner's account with the owners corporation;
(b) levy notices given to that owner; and
(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot;
for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies
To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.



InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

Certificate Number:	A2146424
Reference:	20210042:113545
Issue Date:	23 February 2021
Receipt No.:	6955548
Fee Paid:	$53.00
ADDRESS:	No. 49/9-19 Amor Street, ASQUITH NSW 2077
DESCRIPTION:	Lot 49 SP 93901
The land is zoned:	R4 High Density Residential

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS PRESCRIBED UNDER SECTION 10.7 (2) OF THE ABOVE ACT.

1. Names of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(A) **Local Environmental Plans**

The Hornsby Local Environmental Plan (HLEP) 2013, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

Refer to Council's website www.hornsby.nsw.gov.au/hlep to view the HLEP.

State Environmental Planning Policies

SEPP No. 19 - Bushland in Urban Areas
SEPP No. 21 - Caravan Parks
SEPP No. 33 - Hazardous and Offensive Development
SEPP No. 50 - Canal Estate Development
SEPP No. 55 - Remediation of Land
SEPP No. 64 – Advertising and Signage
SEPP No. 65 – Design Quality of Residential Apartment Development
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (State and Regional Development) 2011
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Educational Establishments and Child Care Facilities) 2017
SEPP (Coastal Management) 2018
SEPP (Concurrences and Consents) 2018
SEPP (Primary Production and Rural Development) 2019
SEPP (Koala Habitat Protection) 2019

Deemed State Environmental Planning Policies

SREP No. 20 - Hawkesbury-Nepean River (No. 2 - 1997).

(2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No proposed Local Environmental Plans apply to this land.

(B) **Proposed State Environmental Planning Policies**

YES

The proposed State Environmental Planning Policy (Environment) 2017 applies to the land. The proposed SEPP will combine seven existing policies into one with the aim of simplifying and modernising planning rules for a number of water catchments, waterways, urban bushland and Willandra Lakes World Heritage Property. The policies under review which apply in Hornsby Shire are: SEPP No. 19 (Bushland in Urban Areas); SREP No. 20 Hawkesbury-Nepean River 1997 and SREP (Sydney Harbour Catchment) 2005. Further information on the proposed new Environment SEPP can be obtained by viewing the Explanation and Intended Effect and Frequently Asked Questions on the proposed policy on the Department of Planning, Industry and Environment's website https://www.planning.nsw.gov.au/Policy-and-Legislation/State-Environmental-Planning-Policies-Review/Draft-Environment-SEPP

YES

The proposed amendment to State Environmental Planning Policy (State and Regional Development) 2011 applies to Government owned land immediately adjoining all Sydney Metro Northwest stations, including Cherrybrook. The proposed amendment nominates the Minister for Planning as the consent authority for future development on identified Government owned land along the Sydney metro Northwest corridor, if the development meets the criteria of State Significant Development. It proposes that the following development be identified as State Significant Development: 1) a principal subdivision establishing major lots or public domain areas or 2) the creation of new roadways and associated works or 3) has a capital investment value of more than $30 million. Further information on the proposed amendment to the SEPP including the Consultation Paper and Explanation of Intended Effect can be viewed on the Department of Planning, Industry and Environment's website https://www.planning.nsw.gov.au/Policy-and-Legislation/State-Environmental-Planning-Policies-Review/Sydney-Metro-Northwest-SRD-SEPP

YES

The proposed State Environmental Planning Policy (Short-term Rental Accommodation) 2019 applies to the land. The proposed SEPP is part of a new regulatory framework for short-term rental accommodation in NSW. It includes a state-wide planning framework, a mandatory code of conduct and changes to strata legislation. Further information on the proposed policy and Frequently Asked Questions can be accessed on the Department of Planning, Industry and Environment's website https://www.planning.nsw.gov.au/policy-and-legislation/under-review-and-new-policy-and-legislation/short-term-holiday-letting

YES

The proposed State Environmental Planning Policy (Housing Diversity) 2020 applies to the land. The proposed SEPP will consolidate three existing housing related policies, including the SEPP (Affordable Rental Housing) 2009, SEPP (Housing for Seniors or People with a Disability) 2004 and SEPP 70 Affordable Housing (Revised Schemes). Further information on the proposed Housing Diversity SEPP can be obtained by viewing the Explanation and Intended Effect on the Department of Planning, Industry and Environment's website https://www.planning.nsw.gov.au/Policy-and-Legislation/Housing/Diverse-and-affordable-housing

(3) The name of each development control plan that applies to the carrying out of development on the land.

Hornsby Development Control Plan (HDCP) 2013

Refer to Council's website www.hornsby.nsw.gov.au/hdcp to view the HDCP.

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described).

(A) The HLEP 2013 applies to the land unless otherwise stated in this certificate and identifies the land to be:

R4 High Density Residential

(B) The purpose for which the instrument provides that development may be carried out within the zone without the need for development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development without Consent and Exempt Development

(C) The purposes for which the instrument provides that development may not be carried out within the zone except the development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development with Consent.

(D) The purposes for which the instrument provides that development is prohibited within the zone:

Refer to Attachment

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

NO

(F) Whether the land includes or comprises critical habitat?

NO

(G) Whether the land is in a conservation area (however described)?

NO

(H) Whether an item of environmental heritage (however described) is situated on the land?

NO

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 and (the 2006 SEPP), or*
(b) a Precinct Plan (within the meaning of the 2006 SEPP), or
(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.

NO

3. Complying Development

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Developments Code) 2008*. If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, and the reasons why it may not be carried out under those clauses.

General Housing Code and Rural Housing Code

Complying Development under the General Housing Code or Rural Housing Code **may be** carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code **may not** be carried out on the land. The land is affected by specific land exemptions.

Note. Any specific land exemptions listed apply to all or part of the land. Complying development that is located on a part of the land that does not comprise the land that forms a specific land exemption may be carried out on that part of the land. The land that does not satisfy the various land based requirements under Clauses 1.17A, 1.18 and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 are shown coloured pink in Council's web-based Mapping Application by ticking the "Code SEPP-Non Complying Land/Low Rise Housing Diversity" map layers. The Mapping Application can be accessed on desktop computers, tablets or mobile phones by clicking on the relevant link on Council's HLEP webpage www.hornsby.nsw.gov.au/hlep

- Complying development for the purpose of this Policy is not permissible for the land zone under the *Hornsby Local Environmental Plan 2013*. Clause 1.18(1)(b) states that to be complying development for the purpose of this Policy, the development must be permissible, with consent, under an environmental planning instrument applying to the land on which the development is carried out.

Commercial and Industrial (New Buildings and Additions) Code

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

Housing Alterations, General Development, Commercial and Industrial Alterations, Container Recycling Facilities, Subdivisions, Demolition and Fire Safety Codes (Other Codes)

Complying Development under the Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code, Container Recycling Facilities, Subdivisions Code, Demolition Code or Fire Safety Code **may be** carried out on the land.

4. **(Repealed)**

4A. **(Repealed)**

4B. **Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Whether the owner (or previous owner) of the land has been consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

NO

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the *Local Government Act 1993*.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road alignment under –

(A) Division 2 of Part 3 of the *Roads Act 1993*; or

NO

(B) any environmental planning instrument; or

NO

(C) any resolution of council?

NO

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding)?

Council's and other public authorities' policies on hazard risk restrictions are as follows:

(A) **Landslip**

NO

(B) **Bushfire**

NO

(C) **Tidal inundation**

NO

(D) **Subsidence**

NO

(E) **Acid Sulfate Soils**

NO

(F) **Land contamination**

NO

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

Section 1.C.3.4 Land Contamination of the *Hornsby DCP 2013* contains provisions that restrict the development of land affected by contamination or that is potentially contaminated. Specifically, the provisions may require preliminary contamination assessments, detailed investigations, remedial action plans, validation reports and site audit statements to be undertaken pursuant to *SEPP No. 55 Remediation of Land* before a site is suitable for certain development.

Hornsby DCP 2013 can be viewed on Council's website hornsby.nsw.gov.au/hdcp or at Council's Administration Building or Libraries.

Notes: Council undertakes a thorough review of all relevant records (including hard copy property files) for land within zones with a higher propensity for potentially contaminating land uses (i.e. non-residential zoned land) to identify previously approved land uses which have the potential to cause contamination in accordance with the *Managing Land Contamination - Planning Guidelines*. The result of this review is provided on Certificates issued under Section 10.7 (5) of the *EP&A Act 1979*.

If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

(G) **Any other risk**

NO

7A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls?

NO

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls?

NO

(3) Word and expressions in this clause have the same meanings as in the Standard Instrument.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(A) **State Environmental Planning Policy?**

NO

(B) **Hornsby Local Environmental Plan 2013?**

NO

(C) **Planning Proposal?**

NO

9. Contribution plans

The name of each contribution plan applying to the land:

Hornsby Section 7.11 Development Contributions Plan 2020-2030
Hornsby Section 7.12 Development Contributions Plan 2019-2029

9A. Biodiversity certified land

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

NO

Note. Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10. Biodiversity stewardships sites

Whether the land is land to which a biodiversity stewardship site agreement under part 5 of the *Biodiversity Conservation Act 2016* relates, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of the Environment and Heritage)?

NO

Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

10A. Native vegetation clearing set asides

Whether the land contains a set aside area under Section 60ZC of the *Local Land Services Act 2013,* (but only if the council has been notified of the existence of the set aside by Local Land Services or it is registered in the public register under that section)?

NO

11. Bush fire prone land

Whether any of the land has been identified as bush fire prone land?

NO

12. Property vegetation plans

Whether the land is land to which property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to this land?

NO

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

NO

14. Directions under Part 3A

Whether there is a direction by the Minister in force under Section 75P_(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect?

NO

15. Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on this land?

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* that have imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), issued in respect of proposed development on this land?

NO

17. Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

NO

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

NO DEVELOPMENT PLAN APPLIES

(2) The date of any subdivision order that applied to the land.

NO SUBDIVISION ORDER APPLIES

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

NO

20. Loose-fill asbestos insulation

Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division?

NO

21. Affected building notices and building product rectification orders

Whether there is any affected building notice of which the council is aware that is in force in respect of the land?

NO

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

Note: The following matters are prescribed by section 59(2) of the ***Contaminated Land Management Act 1997*** as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is used,

NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO

Steven Head

General Manager per 

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE.

WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

Hornsby Local Environmental Plan 2013 - Land Use Table

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

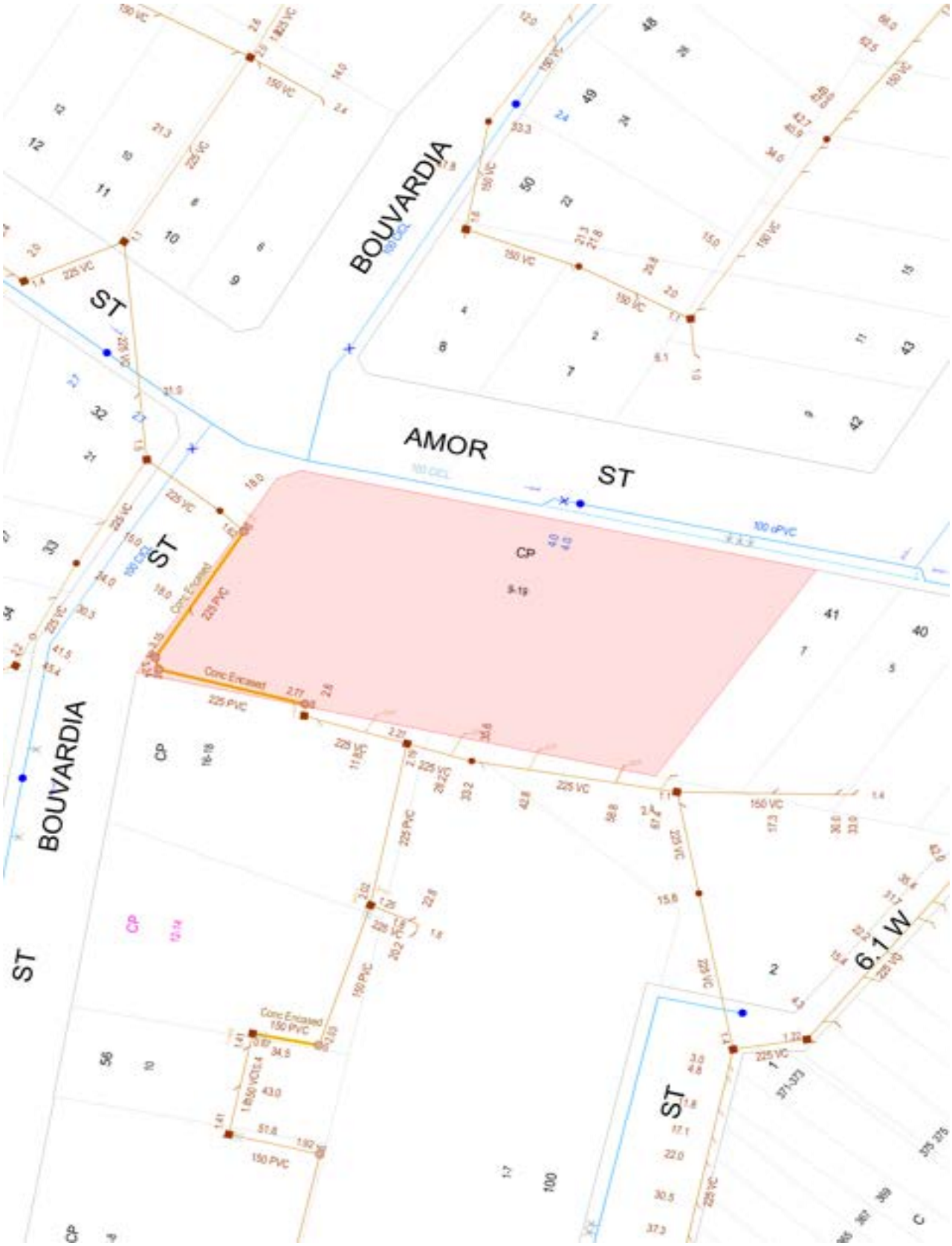
Boarding houses; Building identification signs; Business identification signs; Centre-based childcare facilities; Community facilities; Dwelling houses; Emergency services facilities; Flood mitigation works; Home-based child care; Home occupations; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Shop top housing; Water reticulation systems

4 Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any other development not specified in item 2 or 3

Service Location Print

Application Number: 8000463977



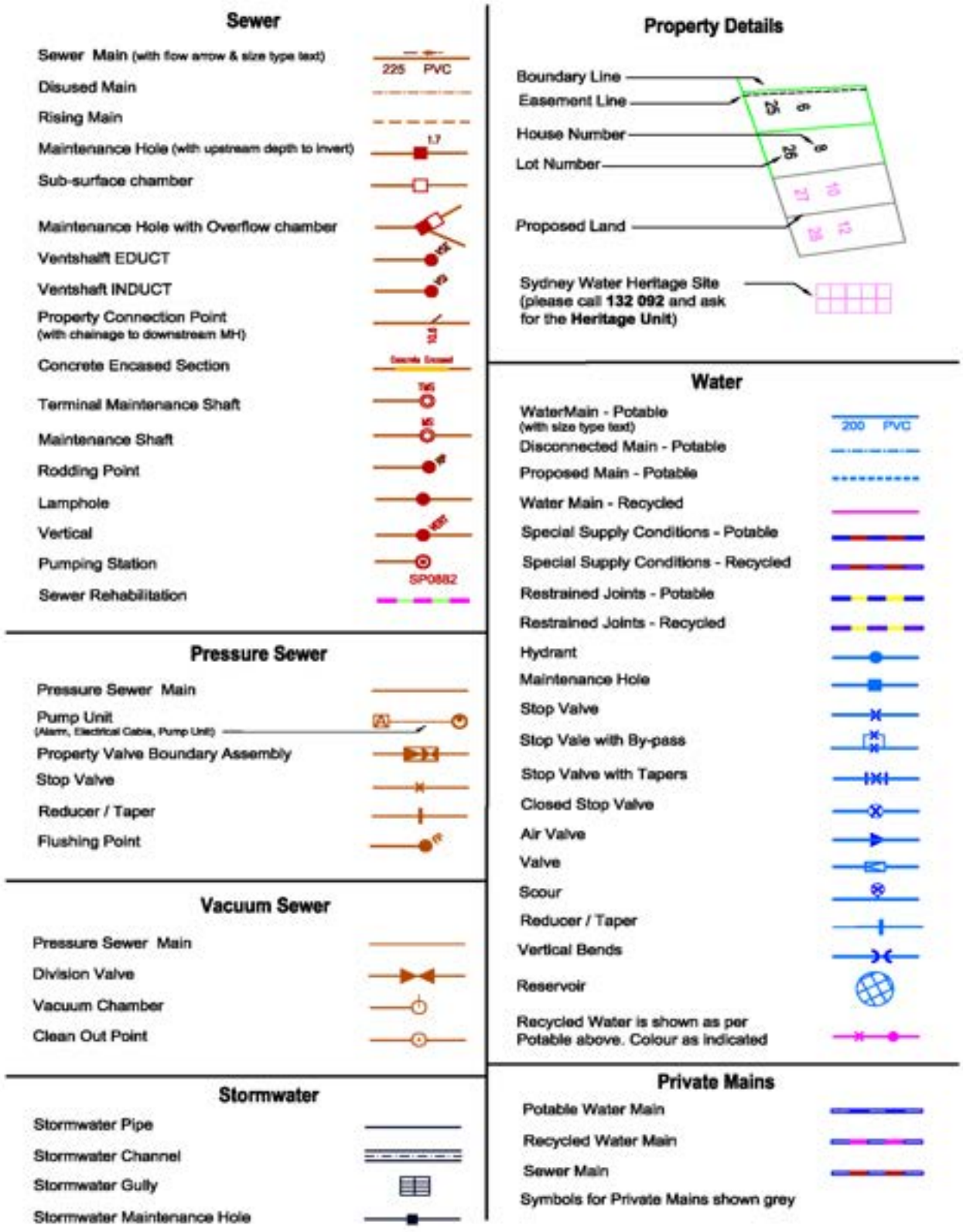
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Asset Information

Legend



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Pipe Types

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

Further Information

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

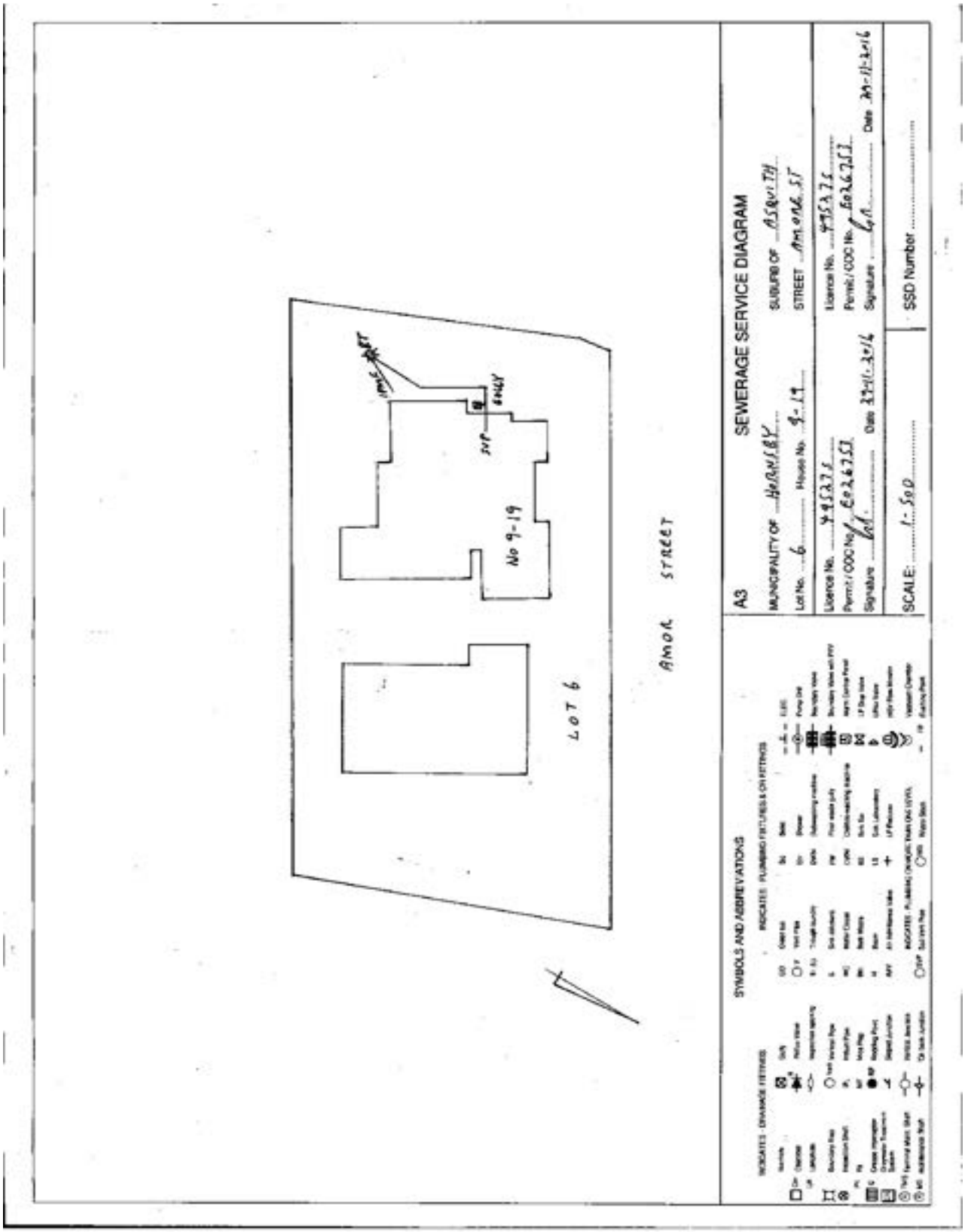
For general enquiries please call the Customer Contact Centre on 132 092

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

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Sewer Service Diagram

Application Number: 8000463990



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