

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Greg Mavridis Sumark Pty Ltd trading as Chase Property Group 13 Regent Street, Kogarah, NSW 2217	Phone: 02 8567 5455 Fax: 02 8567 5466
co-agent		
vendor	Amal Hammoud 25 Cooloongatta Road, Beverly Hills, NSW 2209	
vendor's solicitor	Abboud & Co 151 Georges River Road, Croydon Park NSW 2133 PO Box 411, Croydon Park NSW 2133	Phone: 02 9715 3563 Fax: 02 9715 5792 Ref: YA:617 E:info@abboudandco.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 1/37-43 Eastbourne Road, Homebush West, New South Wales 2140 Registered Plan: Lot 1 Plan SP 84224 Folio Identifier 1/SP84224	(clause 15)

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ 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				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

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

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO☐ yes**Proposed electronic transaction** (clause 30)☐ no☒ YES**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO☒ yes**GST:** Taxable supply☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW payment*
(residential withholding payment)☒ NO☐ yes (if yes, vendor must provide
further details)If the further details below are not fully completed at the
contract date, the vendor must provide all these details in a
separate notice within 14 days of the contract date.***RW payment (residential withholding payment) – further details***Frequently the supplier will be the vendor. However, sometimes further information will be required as to which
entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

United Strata Solutions Pty Ltd
 308/4 Hyde Parade,
 Campbelltown NSW 2560
 Phone: (02) 4625 9882

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

20.6.4 served if it is served in any manner provided in s176 of the Conveyancing Act 1919;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

- **Definitions and modifications**

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 47 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Amal Hammoud** of 25 Cooloongatta Road, Beverly Hills, New South Wales (**Vendor**)

AND of (**Purchaser**)

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death 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 die or 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.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation;
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
-

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. 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.

6. Smoke alarms

The property has smoke alarms installed.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
 - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at
-

such other time as may be provided for the deposit to be accounted to the vendor.

- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
 - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
 - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
 - (e) Settlement takes place when the financial settlement takes place.
 - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
 - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.
-



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP84224

SEARCH DATE	TIME	EDITION NO	DATE
8/5/2019	10:28 PM	3	2/9/2018

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

LAND

LOT 1 IN STRATA PLAN 84224
AT FLEMINGTON
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

AMAL HAMMOUD (T AF873810)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84224
- 2 AF873811 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsabb

PRINTED ON 8/5/2019

Obtained from NSW LRS on 08 May 2019 10:28 PM AEST

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84224

SEARCH DATE	TIME	EDITION NO	DATE
9/5/2019	4:21 PM	10	2/4/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84224
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FLEMINGTON
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP84224

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84224
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 Z178851 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 Z137357 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 Z181509 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 DP1154798 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 SP84224 POSITIVE COVENANT
- 7 AN281236 INITIAL PERIOD EXPIRED
- 8 AP156713 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 215	2	- 209	3	- 212	4	- 209
5	- 209	6	- 212	7	- 212	8	- 215
9	- 212	10	- 207	11	- 207	12	- 207
13	- 223	14	- 215	15	- 223	16	- 209
17	- 207	18	- 207	19	- 207	20	- 207
21	- 207	22	- 209	23	- 204	24	- 207

END OF PAGE 1 - CONTINUED OVER

glsabb

PRINTED ON 9/5/2019

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84224

PAGE 2

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

STRATA PLAN 84224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 207	26	- 212	27	- 201	28	- 201
29	- 201	30	- 201	31	- 184	32	- 215
33	- 212	34	- 209	35	- 187	36	- 187
37	- 209	38	- 212	39	- 215	40	- 184
41	- 184	42	- 207	43	- 229	44	- 207
45	- 234	46	- 238	47	- 179	48	- 234

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsabb

PRINTED ON 9/5/2019

Obtained from NSW LRS on 09 May 2019 04:22 PM AEST

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CENTENARY

DRIVE

U V W X Y Z-ON SITE STORMWATER
DETENTION SYSTEM
(COMMON PROPERTY)

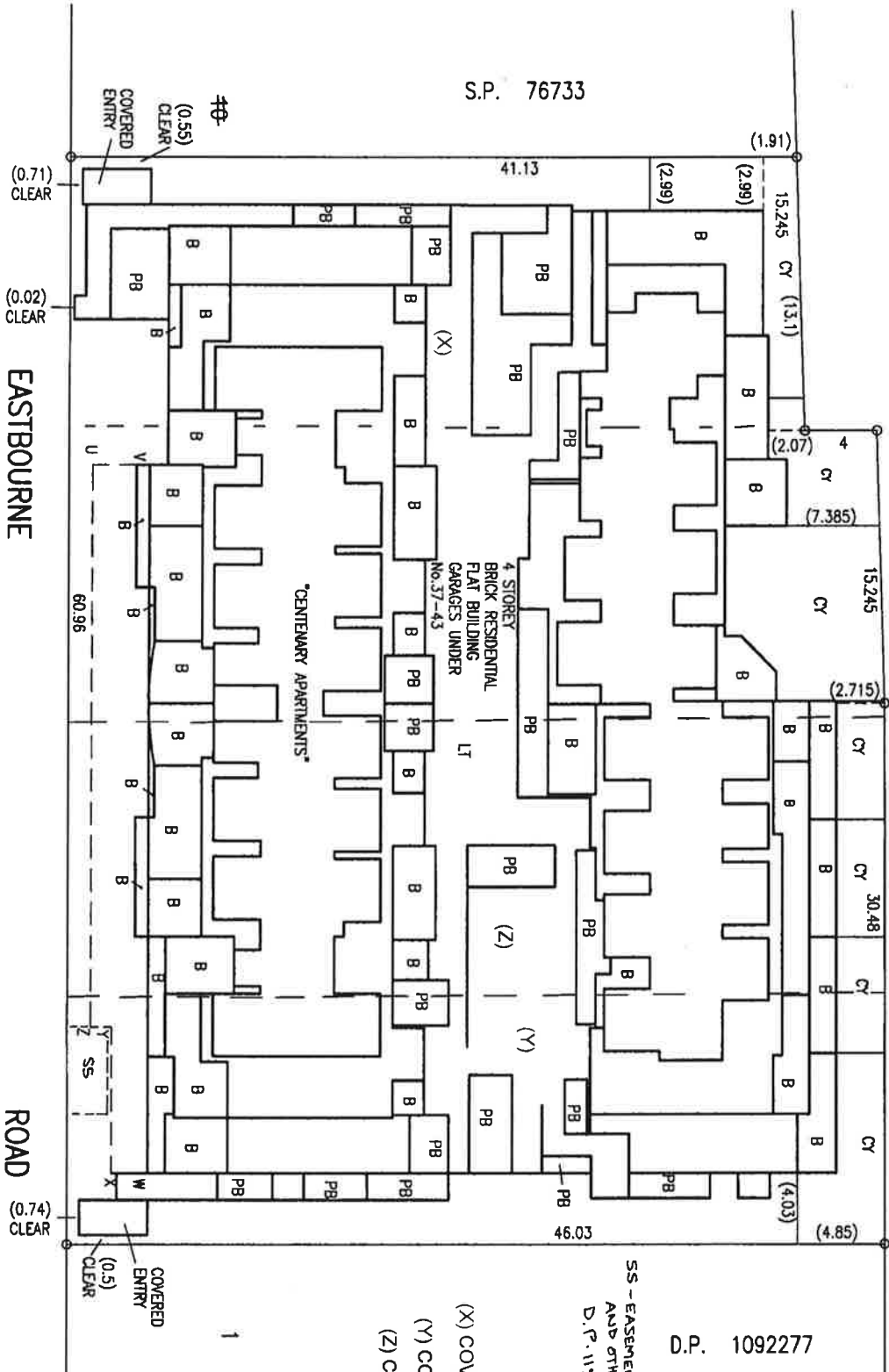
CY-COURTYARD
B-BALCONY
LT-LANDSCAPED TERRACE
(COMMON PROPERTY)

D.P. 1092277

SS-EASEMENT FOR ELECTRICITY
AND OTHER PURPOSES
D.P. 1154798

(X) COVENANT - Z137357
(Y) COVENANT - Z181509
(Z) COVENANT - Z178851

S.P. 76733



LOCATION PLAN

EASTBOURNE

ROAD

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 202052-2
Subdivision No : SC1508

Registered

2.9.2010

SP84224 P



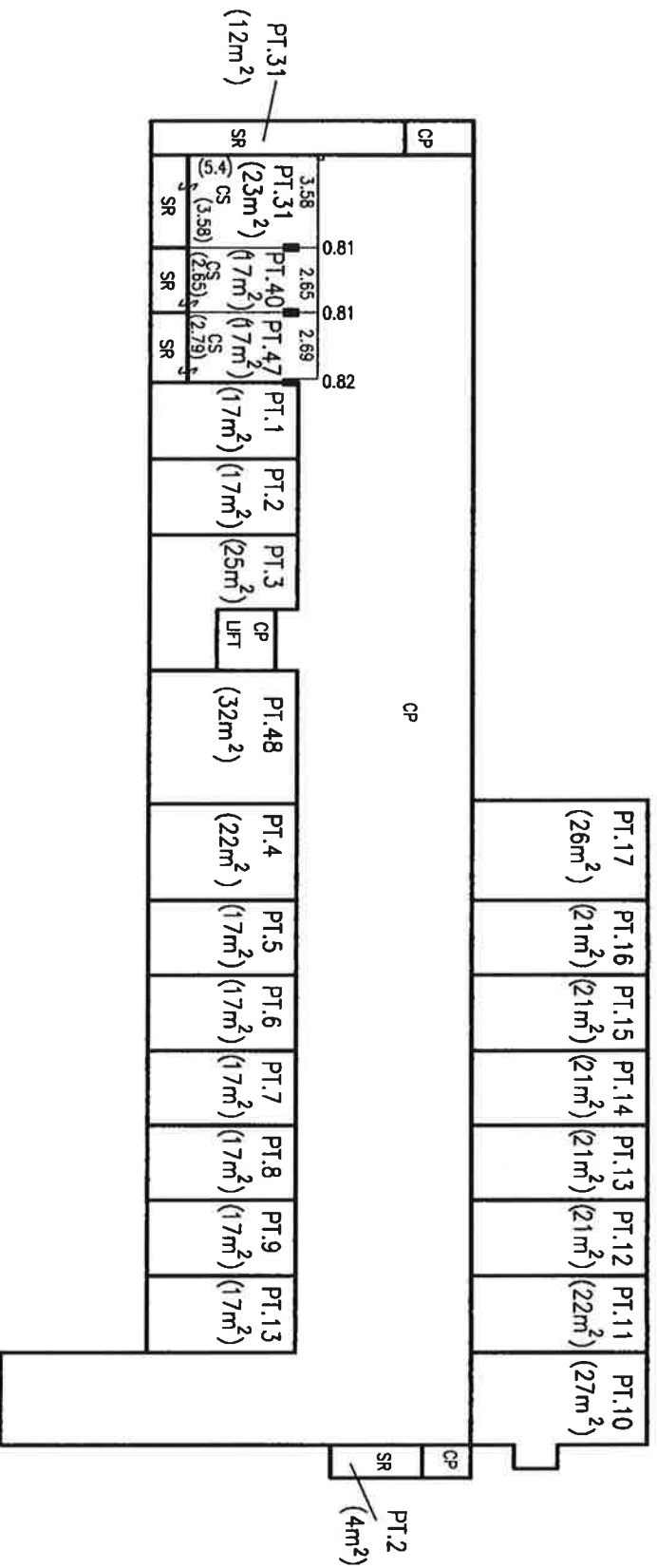
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SR-STOREROOM
CS-CAR SPACE
CP-COMMON PROPERTY
AREAS ARE APPROXIMATE
AND INCLUDE AREAS OF
STOREROOMS.

┐ DENOTES FACE
OF COLUMN

┌ DENOTES CENTRE LINE
OF COLUMN

└ DENOTES RIGHT ANGLE



BASEMENT CAR PARKING/GARAGES (LOWER)

Surveyor : VICTOR JOHN MANSELL

Surveyor's Ref : 202052-2

Subdivision No : SC 1508

Lengths are in metres. Reduction Ratio 1 : 200

Registered



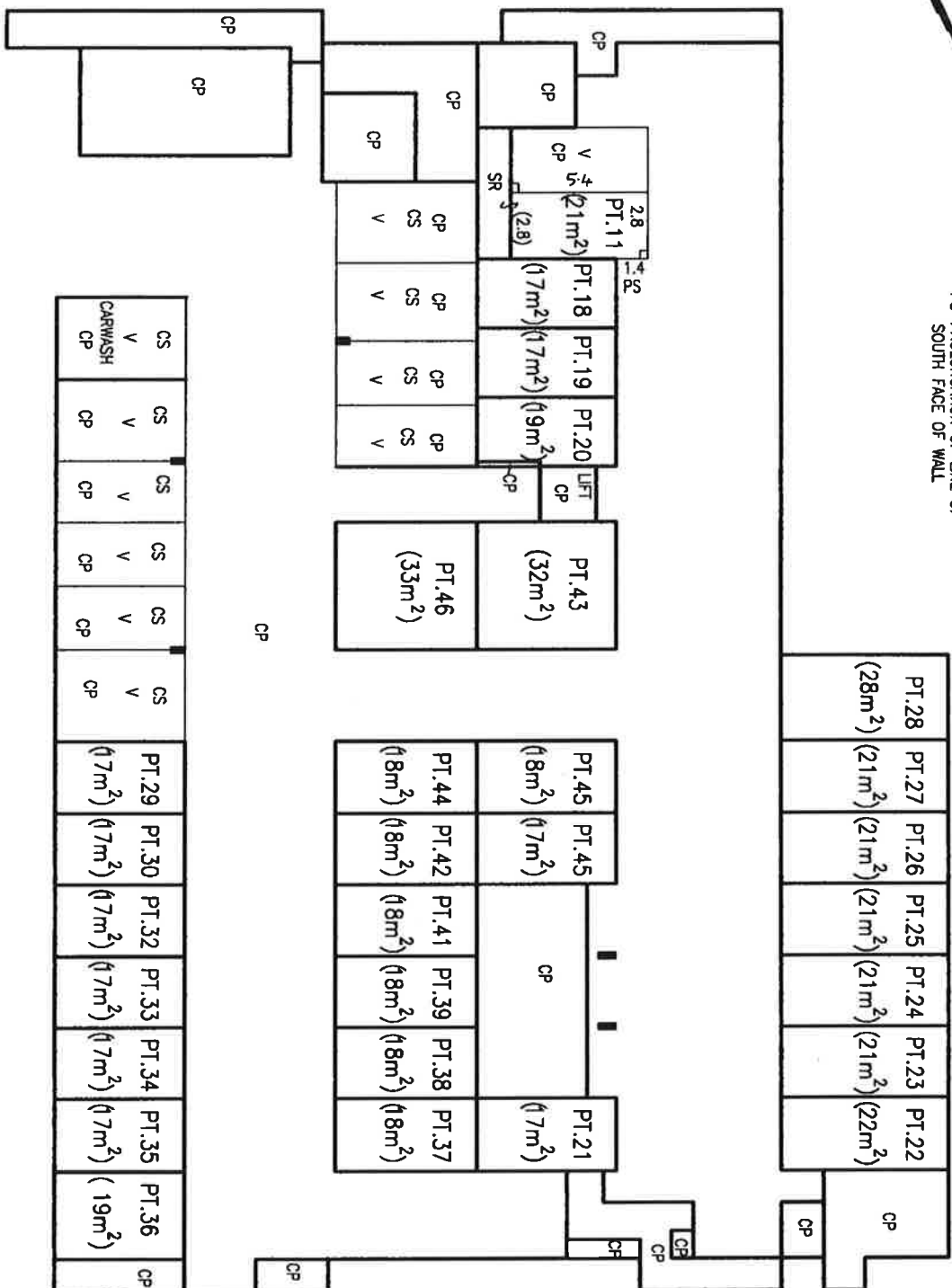
2.9.2010

SP84224

PS-PROLONGATION OF LINE OF
SOUTH FACE OF WALL

SR-STOREROOM
CS-CAR SPACE
V-VISITOR PARKING
CP-COMMON PROPERTY
AREAS ARE APPROXIMATE.

└ DENOTES RIGHT ANGLE



BASEMENT CAR PARKING/GARAGES

(UPPER)

Surveyor : VICTOR JOHN MANSELL

Surveyor's Ref : 202052-2

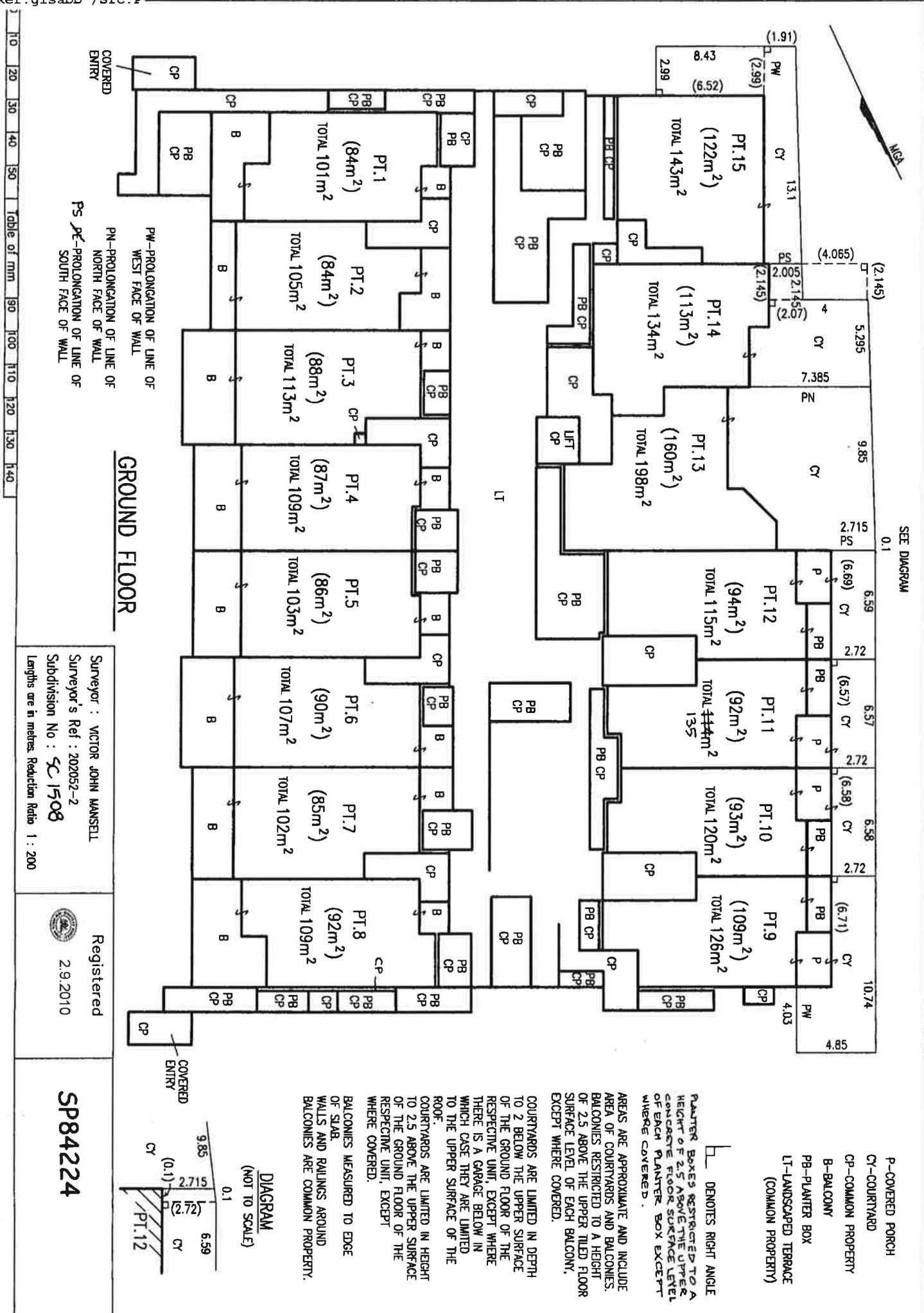
Subdivision No : SC1508

Lengths are in metres. Reduction Ratio 1 : 200

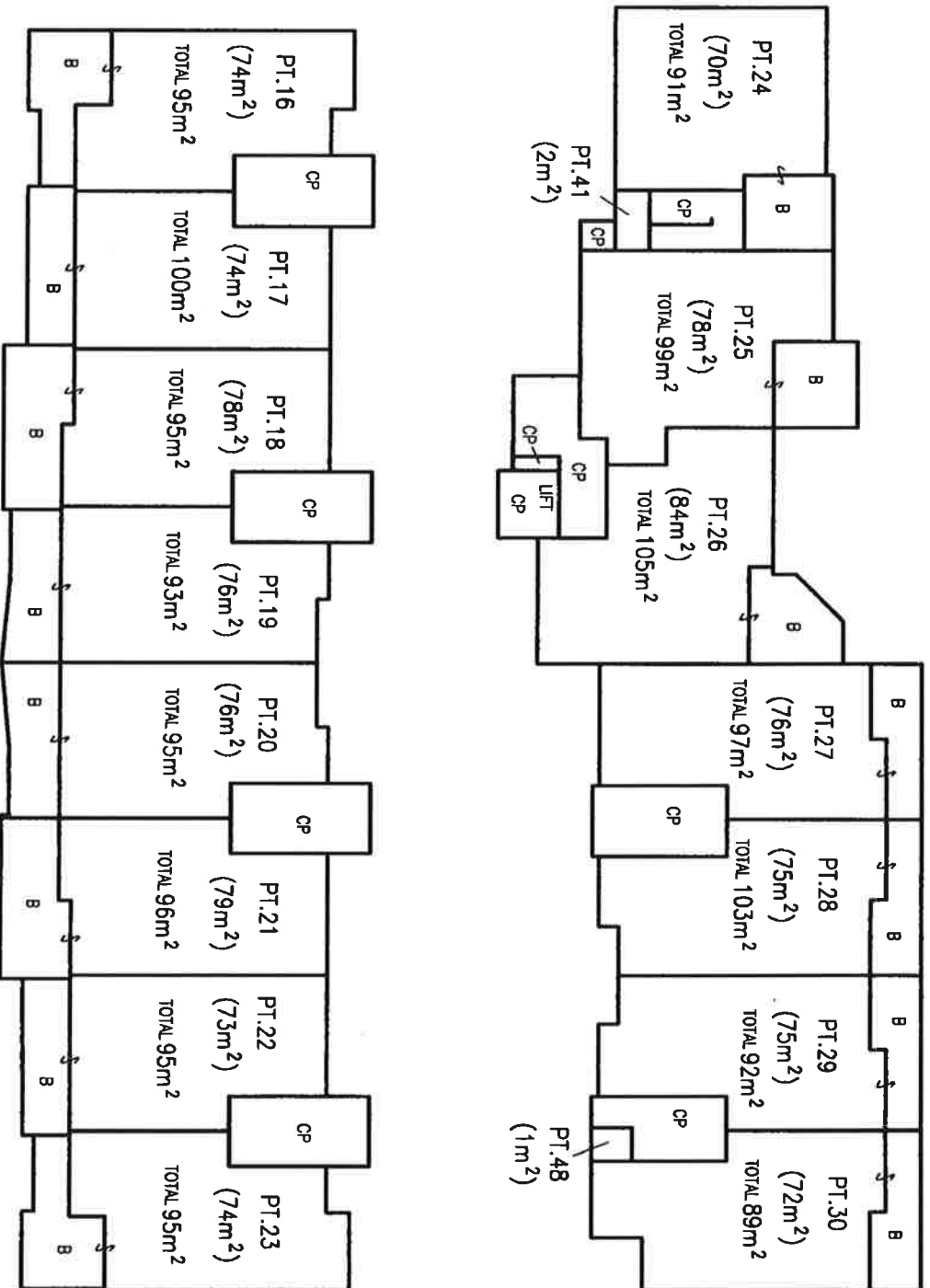
Registered

2.9.2010

SP84224



NCA



B-BALCONY
CP-COMMON PROPERTY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

BALCONIES MEASURED TO EDGE OF SLAB.

WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

FIRST FLOOR

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Scale of mm

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 202052-2
Subdivision No : SC 1500
Lengths are in metres. Reduction Ratio 1 : 200

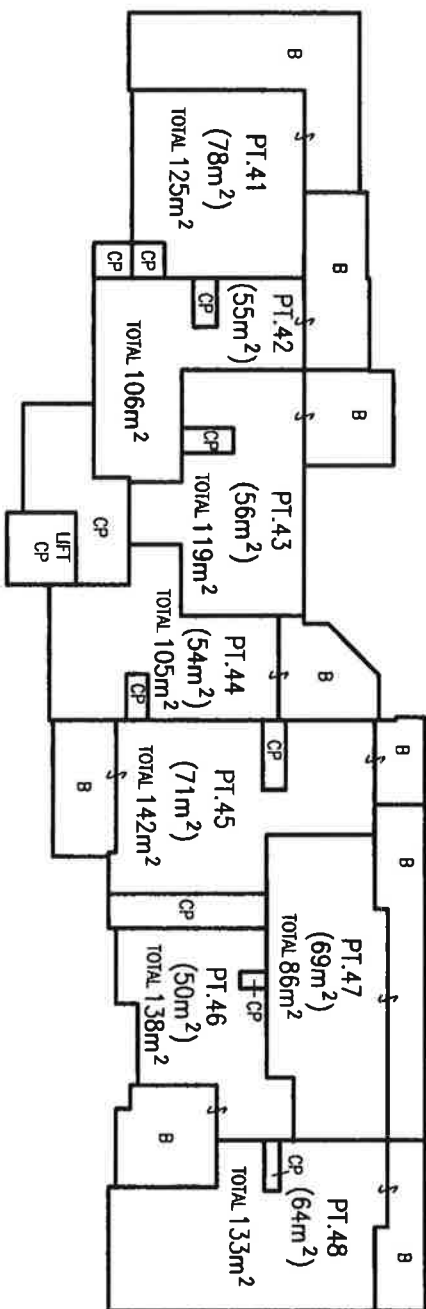


Registered
2.9.2010

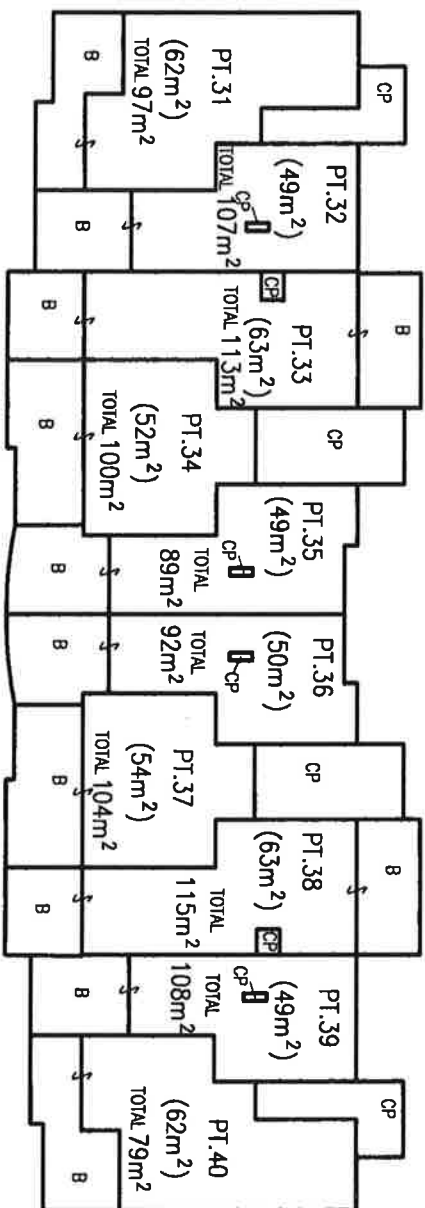
SP84224

NCA

CP—COMMON PROPERTY
B—BALCONY



AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES.
BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.
BALCONIES MEASURED TO EDGE OF SLAB.
WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.

**SECOND FLOOR**

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor : VICTOR JOHN MANSELL

Surveyor's Ref : 202052-2

Subdivision No : SC 1508

Lengths are in metres. Reduction Ratio 1 : 200

Registered

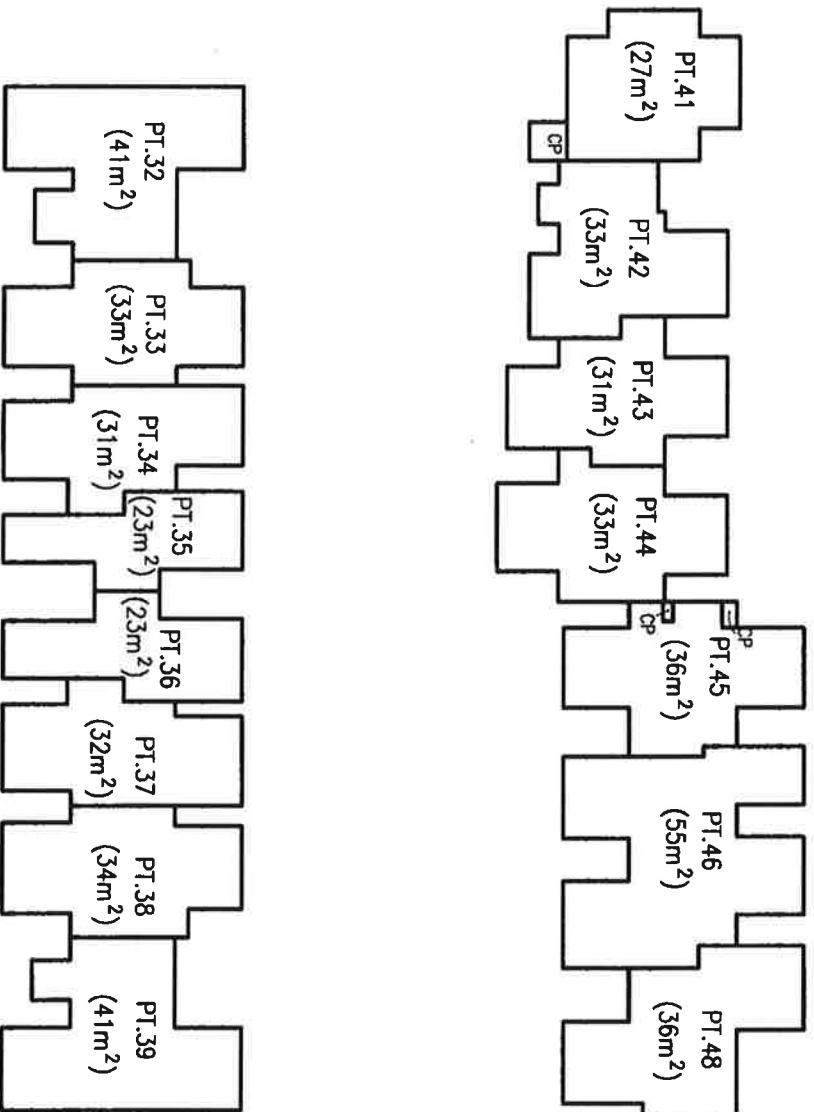


2.9.2010

SP84224

N

CP—COMMON PROPERTY
AREAS ARE APPROXIMATE.



THIRD FLOOR

2 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 202052-2

Subdivision No : SC1508

Lengths are in metres. Reduction Ratio 1 : 200

Registered



2.9.2010

SP84224

FORM 3 (Part 1)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

The Owners - Strata Plan No SP84224
 "CENTENARY APARTMENTS"
 37-43 EASTBOURNE ROAD,
 HOMEBUSH WEST 2140



use only

SP84224 S

Registered:



2.9.2010

Office use only

Purpose:

STRATA PLAN

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

*Residential Model By-laws adopted for this scheme

Keeping of Animals: Option A/B/G

*Schedule of By-laws in sheets filed with plan

*No By-laws apply

*Strike out whichever is inapplicable

Strata Certificate (Approved Form 5)

~~(1) The Council of~~
 *The Accredited Certifier: GORDON WREN
 Accreditation No. 888 0447

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

* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,

~~* (b) Section 88 or 88A Strata Schemes (Freehold Development) Act 1986 and clause 30A Strata Schemes (Freehold Development) Regulation 2007~~

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 a 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 88 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 29 July 2010

Subdivision No. SC 1508

Relevant Development Consent No. 2010/023

Issued by: STRATHFIELD COUNCIL

[Signature]
 Authorised Person/General Manager/Accredited Certifier

* Strike through if inapplicable.

* Insert lot numbers of proposed utility lots.

LGA: STRATHFIELD

Locality: HOMEBUSH WEST

Parish: LIBERTY PLAINS

County: CUMBERLAND

SURVEYOR'S CERTIFICATE

I, VICTOR JOHN MANSELL OF W. BUXTON P/L

of 76 WILLISON ROAD, CARLTON NSW 2218

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

(1) Each applicable requirement of

* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

* Schedule 1A to 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: *V. Mansell*

Date: 10/6/2010

* Strike through if inapplicable.

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

SURVEYOR'S REFERENCE: 202052-2

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

OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

SP84224

Registered:



2.9.2010

Strata Certificate Details: Subdivision No: SC 1508

Date: 29 July 2010

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	215	17	207	33	212
2	209	18	207	34	209
3	212	19	207	35	187
4	209	20	207	36	187
5	209	21	207	37	209
6	212	22	209	38	212
7	212	23	204	39	215
8	215	24	207	40	184
9	212	25	207	41	184
10	207	26	212	42	207
11	207	27	201	43	229
12	207	28	201	44	207
13	223	29	201	45	234
14	215	30	201	46	238
15	223	31	184	47	179
16	209	32	215	48	234
AGGREGATE					10000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)

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

1. POSITIVE COVENANT

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

SURVEYOR'S REFERENCE: 202052-2

OFFICE USE ONLY

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 1150192

SP84224

Registered:  2.9.2010

Strata Certificate Details: Subdivision No: SC 1508

Date: 29 July 2010

ABN: 80 127 499 099

ARIF GROUPS PTY LTD

Hoff

SOLE DIRECTOR / SECRETARY

ABN: 73 099 296 401

EASTBOURN DEVELOPMENTS PTY LTD

N. Hoff

SOLE DIRECTOR / SECRETARY

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
C N. 050 484 454 by its Attorneys:
WARWICK JAMES TINGE
and

its duly constituted Attorneys
under Power of Attorney
No. 4305 959 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

[Signature]
An Officer of the Bank
INERIO LIOR

BANK OF WESTERN AUSTRALIA LTD
by its Attorneys:

[Signature]
Signature

WARWICK JAMES TINGE
Name and Title (please print)
SENIOR MANAGER
BUSINESS CREDIT

SURVEYOR'S REFERENCE: 202052-2

OFFICE USE ONLY

RP 13A

STAMP DUTY

OFFICE USE ONLY



2
178851

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	m: 2 of 2	
	\$ 47	R2/2

DESCRIPTION
OF LAND
Note (a)

LAND being transferred			
Torrens Title Reference	# part Only, Delete Whole and Give Details	Location	
VOLUME 3273 FOLIO 98 & NOW BEING PART OF LAND COMPRISED IN FOLIO 15118/327	BEING LOT 73 DP774580	FLEMINGTON	
Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
LOT 24 DP774580		LOT 73 DP774580	
HIEP LAP LENH of 39 Eastborne Road, Homebush West			

TENEMENTS
PANEL

Note (b)

This panel is to be
completed for
easements by transfer

TRANSFEROR

Note (c)

Note (d)

TRANSFeree

Note (e)

(the above-named TRANSFEROR hereby acknowledges receipt of the consideration of \$ 45,000.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFeree

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

OFFICE USE ONLY

OVER

TENANCY

Note (a)

PRIOR
ENCUMBRANCES
Note (f)

Note (g)

Note (g)

subject to the following PRIOR ENCUMBRANCES 1.
2.
3.
AND the TRANSFEROR—
(i) GRANTS RESERVES an easement as set out in SCHEDULE ONE here to
(ii) COVENANTS with the TRANSFeree as set out in SCHEDULE TWO here to
AND the TRANSFeree COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE here to

DATE 27th July 1990

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)

Signed in my presence by a person who is personally known to me.

[Signature]
Signature of Witness
E. J. HARRIS
Name of Witness (BLOCK LETTERS)
Barrington Police
Address and Occupation of Witness

Note (h)

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address and occupation of Witness

[Signature]
Signature of Transferee

Solicitor for Transferee J.F. Barlow

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

OFFICE USE ONLY

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER		
		Here with	
		In L.T.O. with	
		Produced by 374	
Checked EJZ	Passed RF21	REGISTERED	19
Signed	Extra Fee	Secondary Directions	
		Delivery Directions	

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
transfer of interest
in the land

White, PA



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 73 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 24 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3273 Folio 98 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

RP 13A
1987

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (iv) and (f) The Transferee hereby covenants with

A handwritten signature in cursive script, appearing to read "P. H. Allen", is located at the bottom right of the page.

(For continuation of SCHEDULE(S) see annexure(s) hereto)

RP 13A
 1981

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessors of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **TOWNSHIP TITLE REFERENCE**—Insert the current reference to the Folio of the Register for the land being transferred, e.g. 123SP/2345 or Vol. 2634 Fol. 125.
- (ii) **PARTIAL TITLE**—Insert only the land in the Folio of the Register being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 32 and 32A of the Local Government Act, 1988.
- (iii) **LOCATION**—Insert the locality shown on the Certificate of Title, e.g. at Chulera. If the locality is not shown, insert the Parish and County, e.g. Parish of St. Pauls.

(b) Tenement parcel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easement, e.g. 123/SP12345 or Vol. 12634 Fol. 126, &c. This parcel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessor is furnished) and of any will recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY

- (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of consent under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The evidence for the transferee may sign the certificate on behalf of the transferee, the solicitor's name, not that of the transferee, to be present or printed adjacent to his/her signature.

ATTORNEY

- (iii) If the transfer is executed by an attorney for that estate, a full power of attorney must be attached to the form of execution. The form of execution must be signed by the name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "AS BY HIS POWER OF ATTORNEY, as the case may be, my power of attorney registered Book No. 12345".

AUTHORITY

CORPORATION

- (iv) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state that position (e.g. director, secretary) in the declaration.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. doc. for statutory declaration, photo for probate, LIA for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES AS TO LOT 73 IN DP 774580 AND
		HIEP LAP LENH AS TO LOT 24 IN DP 774580

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		AFFECTING LOT 24 IN DP 774580
	ON	AA		LOT 73 IN DP 774580 IS ACQUIRED FOR CONTROLLED ACCESS ROAD
	ON	ZR		being lot 73 in DP 774580 New folio issued for lot 24 in DP 774580
	CT		NOCT	

RP 13A

STAMP DUTY

OFFICE USE ONLY



137357

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	A	1 of 1	E	R
	\$	56		

DESCRIPTION
OF LAND
Note (a)

LAND being transferred		
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location
VOLUME 2229 FOLIO 216	WHOLE Being Lot 10 in Deposited Plan 800516	FLEMINGTON

TENEMENTS
PANEL

Note (b)
This panel also to be
completed for
covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
LOT 9 DP800516		LOT 10 DP800516	

TRANSFEROR
Note (c)

RONALD FRANCIS HOLLEY of 43 Eastbourne Road, Homebush West

DD

Note (d)

(the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 75,000.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
Note (c)

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES	OFFICE USE ONLY OVER
--	-----------------------------

TENANCY
Note (e)

as joint tenants/tenants in common

PRIOR
ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES 1. 2. 3.

Note (g)

(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 13th July 1990

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)

Signed in my presence by the applicant who is personally known to me.

[Signature] A.B. TOROK
Signature of Witness
38 Railway Pde.
Name of Witness (BLOCK LETTERS)
Burwood
Address and Occupation of Witness
Solicitor.

[Signature]
Signature of Transferor

Note (h)

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address and occupation of Witness

[Signature]
Solicitor for Signature of Transferee J.F. Barlow

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

LODGED BY BARLOW ASSOCIATES DX 1459 SYDNEY		LOCATION OF DOCUMENTS	
CT	OTHER	Heresewith	
		In L.T.O. with	
		Produced by 96/N	
Rel.: Delivery Box Number 725 B		Secondary Directions	
Checked d RAZ	Passed	Delivery Directions	
Signed	Extra Fee		

OFFICE USE ONLY

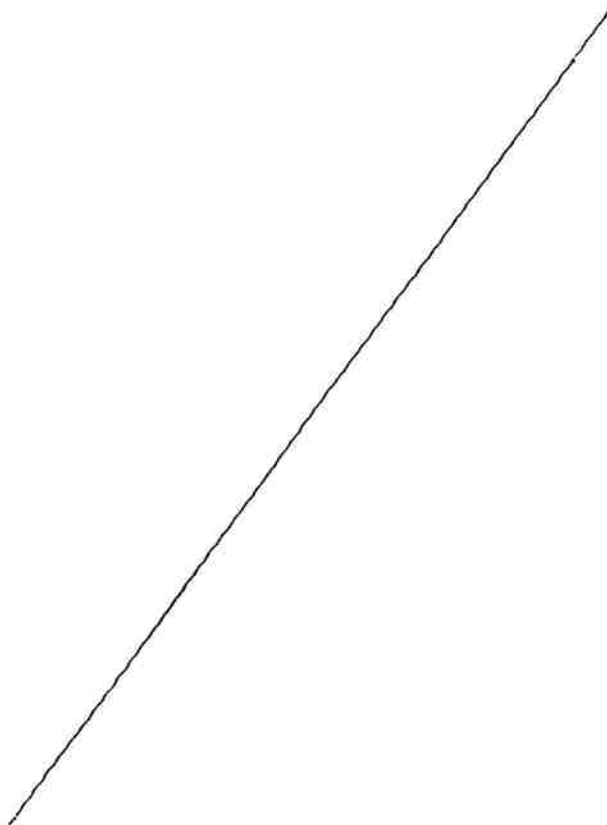
107 RAZ. from credit complete 8/8/96

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

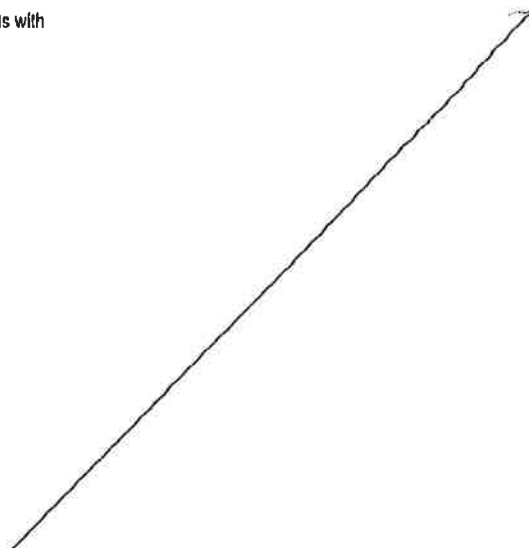
Notes (k) and (l)



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
transferor's panel on
front of form



11

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 10 in Deposited Plan 800516 being part of the land contained in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 9 in Deposited Plan 800516 being part of the land in Certificate of Title Volume 2229 Folio 216 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

H. F. Hickey

[Signature]

RP 13A
1987

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (i) and (j) The Transferee hereby covenants with

(For continuation of SCHEDU-E(S) see annexure(s) hereto)

RP 13A
1987

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing in the left-hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **TOWNSHIP TITLE REFERENCE.**—Insert the current reference to the Folio of the Register for the land being transferred, e.g., 135-SP12345 or Vol. 12634 Fol. 126.
 (ii) **PART WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
 (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title, e.g., at Chalfont. If the locality is not shown, insert the Parish and County, e.g., Par. Lismore Co. Ross.

(b) **Tenement panel.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g., 135-SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

- GENERALLY** (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
 (ii) The certificate of conveyance under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature.
 Any person who is guilty of negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
ATTORNEY (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "As by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. ...".
AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., "In accordance with the Articles of Association of the corporation, each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation."

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. doc. for statutory declaration, proba. for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
2229-216	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES AS TO LOT 10 IN DP800516 AND RONALD FRANCIS HOLLEY AS TO LOT 9 IN DP800516.

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTN TYPE	(G) DEALING NUMBER	(H) DETAILS
	ON	CV		AFFECTING PART BEING LOT 9 IN DP800516.
	ON	AA		LOT 10 IN DP800516 & REQUIRED FOR ROAD.
	ON	ZR		BEING LOT 10 IN DP800516. NEW FOLIO ISSUED FOR LOT 9 IN DP800516.
	CT		NOCT	

RP 13A

STAMP DUTY

①



2
181509



OFFICE OF STATE REVENUE
NEW SOUTH WALES
1990/91 S4
NO STAMP DUTY IS PAYABLE
ON THIS INSTRUMENT

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T	3	2	2	Y	R ² /2
					\$ 47

DESCRIPTION
OF LAND
Note (a)

TENEMENTS
PANEL
Note (b)

This panel also to be
completed for
covenants by transferor

TRANSFEROR
Note (c)

Note (d)

TRANSFeree
Note (e)

TENANCY
Note (f)

PRIOR
ENCUMBRANCES
Note (g)

Note (g)

Note (g)

LAND being transferred			
Torrens Title Reference	If part Only, Delete Whole and Give Details	Location	
VOLUME 3139 FOLIO 126 <i>vol 16/18/827</i>	WHOLE- Being Lot 74 in Deposited Plan 774580	FLEMINGTON	
Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Lot 25 DP774580		Lot 74 DP774580	

PETER DOUGLAS ROSS of 37 Eastbourne Road Homebush West and ANNETTE MARY ROSS of the same address

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 62,500.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFeree

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES	OFFICE USE ONLY OVER
as joint tenants/tenants in common	

subject to the following PRIOR ENCUMBRANCES 1.
2. 3.

AND the TRANSFEROR:-

- (i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
- (ii) COVENANTS with the TRANSFeree as set out in SCHEDULE TWO hereto

AND the TRANSFeree COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE 2nd August 1990

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)

Signed in my presence by the applicant who is personally known to me.

[Signature]
Signature of Witness
HARLEY TARRANT
Name of Witness (BLOCK LETTERS)
SOLICITOR GRANVILLE WEST
Address and Occupation of Witness

[Signature]
Signature of Transferor

Note (h)

Signed in my presence by the Transferee who is personally known to me.

.....
Signature of Witness
.....
Name of Witness (BLOCK LETTERS)
.....
Address and occupation of Witness

[Signature]
Signature of Transferee

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

OFFICE USE ONLY

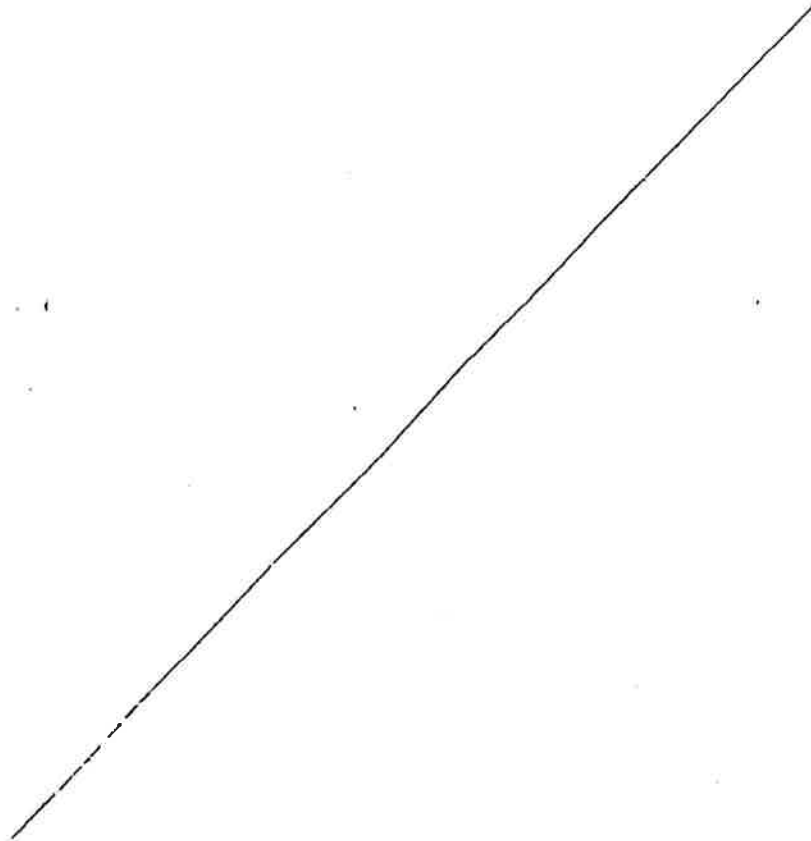
LODGED BY BARLOW ASSOCIATES DX1459 SUDBURY		CT OTHER		LOCATION OF DOCUMENTS Herewith. In L.T.O. with Produced by 374 2/8/90	
Ref.: Delivery Box Number 725B	Checked EC 22	Passed RF3	REGISTERED 2.3 AUG 1990	Secondary Directions	
Signed	Extra Fee		Delivery Directions		

RP 13A
1987

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

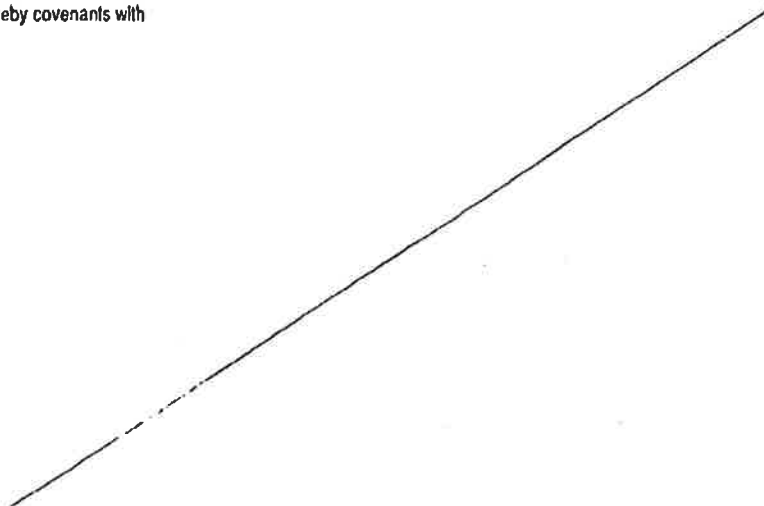
Notes (k) and (l)



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
transferor's panel on
front of form



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor does hereby for the benefit of Lot 74 in Deposited Plan 774580 being part of the land contained in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Authority") and with the Council of the Municipality of Strathfield and so as to bind and burden Lot 25 in Deposited Plan 774580 being part of the land in Certificate of Title Volume 3139 Folio 126 (hereinafter called "the servient tenement") that the Transferor will not without the written consent of the Authority (which consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

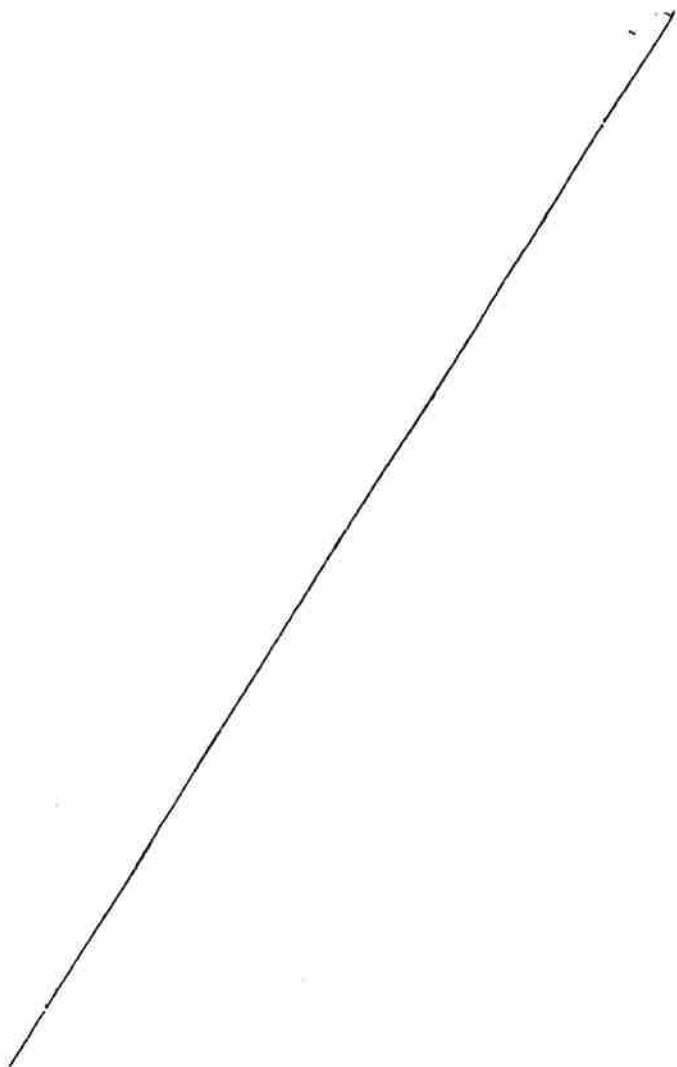
Mass.
Bar

Mary Ann

RP 13A
1997

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with



RP 13A
1987

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Stamp Duties Division, Department of Finance before lodgment at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure: the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

(i) TO-RENS TITLE REFERENCE.—Insert the current reference to the Folio of the Register for the land being transferred, e.g., 135/SP12345 or Vol. 12634 Fol. 126.

(ii) PART-WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.

(iii) LOCATION.—Insert the locality shown on the Certificate of Title, e.g., at Chifora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rouss.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 12634 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY

(i) Should there be insufficient space for execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm), to be typewritten or printed adjacent to his/her signature.

ATTORNEY

(iii) Any person acting as or purporting to act as an attorney is liable to the penalties provided by section 117 of the Real Property Act, 1900.

(iv) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AS BY HIS/HER ATTORNEY (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. ...".

AUTHORITY

(v) If the transfer is executed pursuant to an authority (other than specified in (iv)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(vi) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, prob. for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

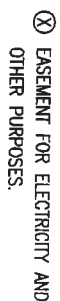
OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME
	PROP	ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES as to part being lot 74 in DP 774580 and PETER DOUGLAS ROSS & ANNETTE MARY ROSS as joint tenants as to the residue being lot 25 in DP 774580

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
	EN	CV		affecting lot 25 in DP 774580.
	EN	ZZ		new folios have been issued for lots 25 & 74 in DP 774580
	CT		NOCT	



PLAN OF EASEMENT WITHIN LOT 100 IN D.P. 1150192

LGA: STRATHFIELD

Locality : HOMEBUSH WEST

Subdivision No: _____

Lengths are in metres. Reduction Ratio 1: 250

Registered

17.8.2010

DP1154798 P



WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES.

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

SIGNED SEALED AND DELIVERED
 for and on behalf of EnergyAustralia
 by KATHERINE MARGARET GUNTON
 its duly constituted Attorney pursuant
 to Power of Attorney registered
 Book 4528 No. 401

K. Gunton
 Attorney
[Signature]
 Witness

Use PLAN FORM 6A
 for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
 (Authorised Officer)
 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 certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation:

the proposed set out herein
 * (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority
 Date of Endorsement
 Accreditation no:
 Subdivision Certificate no:
 File no:

* Delete whichever is inapplicable.



DP1154798 S

Registered: 17.8.2010
 Title System: TORRENS
 Purpose: EASEMENT

PLAN OF EASEMENT WITHIN LOT 100
 IN D.P.1150192

LGA: STRATHFIELD
 Locality: HOMEBUSH WEST
 Parish: LIBERTY PLAINS
 County: CUMBERLAND

Surveying Regulation 2006

I, VICTOR JOHN MANSELL OF W. BUXTON P/L
 of 76 WILLISON ROAD, CARLTON 2218

a surveyor registered under the Surveying Act, 2002, certify
 that the survey represented in this plan is accurate, has been
 made in accordance with the Surveying Regulation, 2006 and
 was completed on 30-4-2010

The survey relates to EASEMENT ONLY

(specify the land actually surveyed, or specify any land shown
 in the plan that is not the subject of the survey)

Signature: *V. Mansell* Dated: 3/5/2010
 Surveyor registered under the Surveying Act, 2002

Datum Line :
 Type: Urban/Rural

Plans used in preparation of survey/compilation

D.P. 1150192

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 202052-1

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF EASEMENT WITHIN LOT 100
IN D.P.1150192

DP1154798

Registered:



17.8.2010

Subdivision Certificate No: _____

Date of Endorsement: _____

EASTBOURNE DEVELOPMENTS P/L
SOLE DIRECTOR / SECRETARY

[Signature] ACN 099 296 401

ARIF GROUPS P/L ACN 127 499 099

SOLE DIRECTOR / SECRETARY

[Signature]

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A.C.N. 050 484 454 by its Attorneys:

and

its duly constituted Attorneys
under Power of Attorney
No. 4305 959 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

[Signature]
An Officer of the Bank

) BANK OF WESTERN AUSTRALIA LTD
) by its Attorneys:

) *[Signature]*
) Signature

) SCOTT SHYING

) DIRECTOR

) Name and Title (please print)

SURVEYOR'S REFERENCE: 202052-1

OFFICE USE ONLY

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AP156713L

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 84224

(B) **LODGED BY**

Document
Collection
Box

573X

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

Network Strata Services Pty Limited 123421L
P O Box 265
HURSTVILLE BC NSW 1481

Reference: 84224

CODE

CH

- (C) The Owners-Strata Plan No. 84224 certify that a special resolution was passed on 29/11/2018
(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 17,18

Amended by-law No. NOT APPLICABLE

as fully set out below:

As set out in Annexure A

- (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 B.

- (G) The seal of The Owners-Strata Plan No. 84224 was affixed on 21/3/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: Anita Dalag

Name: Anita Dalag

Authority: Netstrata-Managing Agent

Signature: _____

Name: _____

Authority: _____



Annexure A Change of By-Laws

Parties : 84224

Dated 29 November 2018

Special By-Law- 17 Pre-Meeting & Electronic Voting

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 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.

Special By-Law - 18 Minor Renovations

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,
 - 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.



Annexure A Change of By-Laws

Parties: 84224

Dated: 29 November 2018

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 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.





Ag

By-Laws

Strata Plan 84224

37-43 EASTBOURNE ROAD HOMEBUSH WEST

Annexure B

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 02/09/2010

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

Report Date: 11th March 2019



By-Laws

Strata Plan 84224

37-43 EASTBOURNE ROAD HOMEBUSH WEST

safety device,
screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Hanging Out of Washing

Standard By-Laws 10 was repealed by the Owners Corporation on 22/11/2010

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

Standard By-Laws 12 was repealed by the Owners Corporation on 22/11/2011

Report Date: 11th March 2019



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Strata Plan 84224

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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

Standard By-Laws 17 was repealed by the Owners Corporation on 17/11/2010

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,

(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.

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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: 14/12/2010

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 Installation of Foxtel - Units

Registration Date: 14/12/2010

- Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:
- (a) To purchase and install Foxtel satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
 - (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

3 Access for Inspection of Fire Services

Registration Date: 14/12/2010

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

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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.

4 Alterations and Additions to Fire Doors

Registration Date: 14/12/2010

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.

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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.

5 Installation of Security Screens

Registration Date: 14/12/2010

1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

6 Service of Documents by Owners Corporation

Registration Date: 14/12/2010

PART 1 - Preamble

- (i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
- (ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

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

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and

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minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence
(f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) Owner means the owner of the Lot

(h) Owners Corporation means the owners corporation created by the registration of strata plan 84224

(i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

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7 Preservation of Fire Safety

Registration Date: 12/01/2012

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything 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.

8 Changes to Floor Coverings and Surfaces

Registration Date: 12/01/2012

(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.

9 Delivery of Executive Committee Notices and Minutes

Registration Date: 12/01/2012

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;

(1)(a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;

(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.

(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

10 Easterly Balcony Lot 48

Registration Date: 12/01/2012

The owner/s for the time being of lot 48 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property indicated on the plan attached (hereinafter referred to as "the exclusive use area") as a private balcony subject to the following terms and conditions:

1.0 the exclusive use area shall only be used as private open space;

1.1 the exclusive use area must be maintained in a clean and tidy state by the owner/s of lot 48 at no cost to the Owners Corporation;

1.2 the owner/s of lot 48 must pay all costs of maintenance, care and replacement of landscape, paving or other materials used within the exclusive use area without claim on the Owners Corporation;

any damage to common property that occurs during, or results from, the enclosure or subsequent removal or replacement of, or use of, the enclosure must be forthwith made good by the owners of Lot 48 at no cost to the Owners Corporation

1.3 the owners of Lot 48 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for the enclosure;

1.4 no permanent or semi-permanent structure of any sort shall be erected in the exclusive use area without the written consent of the Owners Corporation;

1.5 the balcony railings must be undertaken by Balustrade Specialists Ph: 9632 1700 and the tiling to the balcony must be undertaken by the same contractors used for the construction of the strata scheme.

1.6 the railings must be certified by an Engineer and the report submitted to the strata manager for compliance.

1.7 It is acknowledged that any benefit or burden conveyed by this By-law shall pass to any future owners of lot 48;

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- 1.8 In the event that an owner or occupier of lot 48, after notice, fails to comply with any matters set out in conditions (1.0) to (1.9) hereof then the Owners Corporation may terminate the rights granted by this By-Law.
- 1.9 The owners of lot 48 are responsible for all costs involved with the preparation and lodgement of this By-Law.

11 Absolution of Maintenance - Lot Fixtures and Fittings

Registration Date: 26/07/2013

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 62(3) 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 1996 (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 84224
- (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;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 62(3) 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

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- (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 insinkers
- (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

- (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

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- (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 Receipt of Electronic Pages

Registration Date: 12/12/2013

PART 1.1 - PREAMBLE

1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.

1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

PART 1.2 - GRANT OF RIGHT

1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

PART 1.3 - THIS BY-LAW TO PREVAIL

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

PART 2 - DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) Lot means any lot in strata plan no. 84224
- (e) Owner means the owner from time to time of the Lot.
- (f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 84224
- (g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) Strata Scheme means the strata scheme relating to Strata Plan no. 84224

2.2 Interpretation

2.2.1 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.

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

PART 3 - CONDITIONS

3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and

(c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.

3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:

- (a) the communication is received in accordance with the notice period under the Act;
- (b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
- (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

13 Installation of Child Window Safety Devices

Registration Date: 10/02/2015

PART 1 - Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

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'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

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

PART 3 - Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

14 Installation of Air Conditioners

Registration Date: 12/01/2016

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;

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- (b) the air-conditioner 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 for the time being of the lot which it services;
- (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
- (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
- (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) the air-conditioner and all filters must be regularly cleaned by the owner;
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

15 Levying of Debt Collection Expenses

Registration Date: 13/01/2017

PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

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'Reasonable expenses of the executive committee' means expenses that may approved by the executive committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

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

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

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

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (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;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

16 Smoke Penetration

Registration Date: 27/03/2018

1 An Owner or Occupier of a lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property, except:

- (a) in an area designated as a smoking area by the Owners Corporation, or
- (b) with the written approval of the Owners Corporation.

2 A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

3 An Owner or Occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the common property or any other lot.

17 Pre-Meeting & Electronic Voting

Registration Date: 11/03/2019

A) Intention

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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 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.

18 Minor Renovations By-Law

Registration Date: 11/03/2019

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,

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- 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,
- 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.

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- 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 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.

BL10 Hanging Out Washing amended as follows:

Registration Date: 27/03/2018

- 1) An owner or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.
- 2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.
- 3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

BL12 Cleaning Windows and Doors amended as follows:

Registration Date: 27/03/2018

- (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.

BL-10 Hanging Out of Washing as amended

Registration Date: 12/01/2012

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Special By-Laws BL-10 was repealed by the Owners Corporation on 29/11/2017

BL-12 Cleaning Windows and Doors as amended

Registration Date: 12/01/2012

Special By-Laws BL-12 was repealed by the Owners Corporation on 29/11/2017

BL-17 Keeping of Animals as amended

Registration Date: 14/12/2010

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

(2) 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,
 - (b) keep the animal within the lot,
 - (c) carry the animal when it is on the common property,
 - (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,
 - (e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
- (4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.



A handwritten signature in black ink, appearing to be 'A. J.' or similar.

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

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 free from all encumbrances.
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.
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 is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the 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) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, 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.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

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.