

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent

**Pulse Property Agents**  
Level 3/12 Central Road, Miranda, NSW 2228

Phone: 9525 4666  
Fax: 9525 4699  
Ref: Ben Pike

Co-agent

Vendor

**Gregory James Bradshaw and Diane Patricia Bradshaw**  
801/581-587 Kingsway, Miranda, NSW 2228

Vendor's Solicitor

**David Petty Conveyancing Services Pty Ltd**  
Suite 1B, 589 Kingsway, Miranda NSW 2228  
PO Box 363, Miranda NSW 1490

Phone: 02 9531 1055  
Fax: 02 9531 1622  
Ref: DP:AT:2016205

Completion date

42nd day after the date of this contract (clause 15)

Land

301/581-587 Kingsway, Miranda, New South Wales 2228

(Address, plan details and title reference)

Registered Plan: Lot 13 Plan SP 76516  
Folio Identifier 13/SP76516

☒ VACANT POSSESSION ☐ subject to existing tenancies

Improvements

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ 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 ☐ curtains ☐ insect screens ☒ stove  
☐ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ pool equipment  
☐ clothes line ☒ fixed floor coverings ☐ range hood ☐ TV antenna  
☐ 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)

Vendor

Witness

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

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

**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)

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

Body Corporate Services, Miranda  
Locked Bag 22, HAYMARKET NSW 1238

Phone: 8216 0500

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding vendor duty	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

### WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

### 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 or mediation (for example mediation under the Law Society Mediation Guidelines).

### AUCTIONS

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

### **WARNING SWIMMING POOLS**

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

### **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.

### **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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

### **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.



### 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.

### 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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract - in particular, if you are buying off the plan).

### 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.

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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> );
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> <li>● a <i>bank</i>; or</li> <li>● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul> if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.



## 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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
  - 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
  - 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
  - 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
  - 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
  - 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
    - the amount of *vendor duty* is repayable upon demand;
    - the vendor must lodge an application for refund of *vendor duty*; and
    - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
  - 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
  - 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

## 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
  - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
  - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
  - 4.5.3 if the vendor complies with clause 4.5.1 -
    - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
    - on completion the vendor must pay to the purchaser \$33.

## 5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
  - 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  - 5.3 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; 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.

## 8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

## 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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
  - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.



**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 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 adjust 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 Completion date**

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 mentioned in Schedule J of the Supreme Court Rules 1970.

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

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

## 19 Rescission of contract

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

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless 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, and 17 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* includes 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 page 1) 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 clause 2 (deposit).
- 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**
- 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 -  
 'change', in relation to a scheme, means -  
 • a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;  
 'common property' includes association property for the scheme or any higher scheme;  
 'contribution' includes an amount payable under a by-law;  
 '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;  
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;  
 'the property' includes any interest in common property for the scheme associated with the lot;  
 '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;  
 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and  
 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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; or  
 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.



- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
  - 23.18.2 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 -
    - any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
    - a disclosure statement required by the Act 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 Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
    - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
    - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
    - 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; and
  - 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.



**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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*;  
 or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;  
 29.7.3 the completion date becomes the later of the completion date 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;  
 • 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 completion date becomes the later of the completion date 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.

## **WARNING NOTICE**

### **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.

## **AMENDMENTS TO THE PRINTED CLAUSES OF THE CONTRACT**

### **Clause 2**

Clause 2.4 is amended by inserting the words "or Electronic Funds Transfer" after the word "cheque"

### **Clause 7**

Clause 7.1.1 "5%" is reduced to "\$1"

Clause 7.2.1 "10%" is reduced to "\$1"

### **Clause 8**

Clause 8.1 Delete the words "on reasonable grounds"

### **Clause 10**

Clauses 10.1.8 and 10.1.9 Replace the word "substance" with the word "existence"

### **Clause 14**

Clause 14.4.2 is Deleted

### **Clause 16**

Clause 16.5 Delete the words "plus another 20% of that fee"

Clause 16.6 is amended by inserting the words "at least fourteen (14) days prior to the completion date" after the words "the land" on the first line

Clause 16.7 Delete the words "cash (up to \$2,000) or". Amend the word "settlement" to read "Bank"



Clause 16.8 is amended by replacing the word "settlement" with the word "Bank" and replacing "\$10" with "\$5"

**Clause 23**

Clause 23.14 is Deleted

**Clause 24**

Clauses 24.1, 24.1.1, 24.1.2, 24.4, 24.4.1 are Deleted

**Clause 25**

Clause 25 is Deleted

**SPECIAL CONDITIONS**

1. The Purchaser(s) acknowledge that they do not rely upon any warranty or representation made by the Vendor(s) Agent except as such as are expressly provided for in the Contract. The Purchaser(s) acknowledge that they have relied entirely upon their own enquiries and inspections made before entering this Contract.
2. The property and its improvements are sold in their present condition and state of repair with all defects, if any, whether latent or patent. The Purchaser(s) shall not be entitled to make any requisitions, objections, or claims for compensation in respect of the condition of the property nor with regard to the suitability of the property for a particular purpose, nor shall the Purchaser(s) require the Vendor(s) to carry out any work on the property after the date of the Contract.
3. The Purchaser shall take title subject to the existing water sewerage and drainage, gas, electricity or other installations and services, if any, to the property and shall make no objection, requisition or claim for compensation if any such services are joint services with any other lot, property or properties or if the sewer of the Sydney Water Corporation passes through or penetrates the property or the parcel (as defined by the Act), or if the building of which the property forms part is erected over the sewer of the Sydney Water Corporation.
4. The Purchaser warrants that it was not introduced to the Vendor of the property by any Real Estate Agent except the Agent (if any) named in the Contract and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall not merge on completion.
5. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Clause not been included herein it is agreed that should a party, or if more than one anyone of them, prior to completion:

Die or become mentally ill (as defined in the Mental Health Act) or be declared bankrupt then the Vendor may rescind this Contract by notice in writing to the

Purchaser's Conveyancer/Solicitor whereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or

If that party is a company, resolve to go into liquidation or enter into any scheme or arrangement with its Creditors under Legislation or should any Liquidator, receiver or official manager be appointed then that party will be deemed to be permanently in default of an essential condition of this Contract.

6. Should either party fail to complete this Contract within the time specified in Clause 15 hereof, then either party shall be entitled to serve upon the other a Notice to Complete this Agreement requiring that party to complete the same within fourteen days of the date of such Notice and making such time for completion of the essence of the Agreement and the parties hereto acknowledge that any notice so given shall be valid for all purposes both at Law and in Equity and that the time for completion of the Agreement therein specified shall be reasonable and of the essence of the Agreement and they shall not be entitled to make any objection thereto and if either party shall fail to comply with the same the other shall forthwith be entitled to terminate the said Agreement BUT PROVIDED ALWAYS that the party serving the notice shall be at liberty at anytime to withdraw the said Notice without prejudice to his continuing right to give any further such notice. The Purchaser acknowledges that if they are served with a Notice to Complete that they will pay the sum of \$500.00 to cover legal costs and other expenses incurred as a consequence of the delay.
7. Notwithstanding anything herein contained, if the purchaser fails to complete this agreement on or before the due date for completion, otherwise than through any default of the Vendor, then the Purchaser agrees to pay, at completion, in addition to the purchase price, interest on the balance purchase price at the rate of 12% per annum calculated from the due date for completion to the date of completion. Payment of interest in accordance with this clause is an essential term of this Contract.
8. The Transfer is to be served on the Vendor's Conveyancer in accordance with clause 4.1 of the Contract. If the Transfer is not received within the time stipulated in clause 4.1, an allowance will be made on settlement in the sum of \$100.00 in favour of the Vendor or Vendors Conveyancer being additional handling costs.
9. The deposit holder is authorised to release to the Vendor the deposit provided that such moneys so released shall only be used by the Vendor to assist in the purchase of real property or payment of stamp duty and shall only be paid into the trust account of a licensed real estate agent, Conveyancer; solicitor or to the Office of State Revenue and shall not be further released without the consent of the purchaser until completion.
10. Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition under Clause 8 hereof.
11. The Vendor does not warrant that any swimming pool on the property complies with the requirements imposed by the Swimming Pool Act 1992 and the regulations prescribed under the Act.

The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and the erection of a warning notice.



The Purchaser shall make no objection requisition or claim for compensation in relation to the above and shall not be entitled to rescind this contract.

12. If settlement of this matter does not take place at the time appointed due to the fault of the Purchaser (or his Mortgagee) then the Purchaser shall pay all fees including agency fees and re-certification fees incurred by the Vendor or his Mortgagee in relation to any re-arrangements of settlement. Payment of the fees incurred is an essential term of this Contract.

~~13. Annexed hereto is a copy of a Survey Certificate by \_\_\_\_\_ dated \_\_\_\_\_.  
The Purchaser shall make no objection requisition or claim for compensation in relation to the above and shall not be entitled to rescind this contract.~~

14. The purchaser acknowledges that the only form of requisitions on title that the purchaser shall be entitled to raise pursuant to clause 5 are those enclosed in the Contract and are deemed to be served at the date of this Contract.

15. Deposit By Instalments

**(to be used where reduced deposit payable)**

- (a) Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

- (i) the sum of \$\_\_\_\_\_ shall be paid to the Depositholder on the date of this Contract; and
- (ii) the balance of \$\_\_\_\_\_ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate this Contract.

In the event of this Contract being terminated in circumstances where the Deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the Purchaser any outstanding Deposit payable pursuant to sub-clause (ii).

**(to be used where contracts are exchanged subject to a cooling off)**

- (b) Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

- (i) the sum of \$\_\_\_\_\_ (being 0.25% of the price) shall be paid to the Depositholder on the date of this Contract; and
- (ii) the balance of the 10% deposit being \$\_\_\_\_\_ shall be paid to the Depositholder on or before the expiration of the Cooling Off period and in this respect time shall be of the essence.

In the event of this Contract being terminated in circumstances where the Deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the Purchaser any outstanding Deposit payable pursuant to sub-clause (ii).

**(where contracts are exchanged subject to cooling off and reduced deposit payable)**

- (c) Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

- (i) the sum of \$\_\_\_\_\_ (being 0.25% of the price) shall be paid to the Depositholder on the date of this Contract;
- (ii) the sum of \$\_\_\_\_\_ shall be paid to the Depositholder on or before the expiration of the Cooling Off period and in this respect time shall be of the essence; and
- (iii) the balance of \$\_\_\_\_\_ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate the Contract.

In the event of this Contract being terminated in circumstances where the Deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from the Purchaser any outstanding Deposit payable pursuant to sub-clauses (ii) and (iii).

16. If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser:

.....of ....., and  
 .....of.....

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the Guarantor and the Vendor.

.....  
 Name of Witness  
 .....  
 Signature of Witness

.....  
 Signature of Guarantor  
 .....  
 Signature of Guarantor



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 13/SP76516

SEARCH DATE	TIME	EDITION NO	DATE
4/5/2016	12:55 PM	4	30/3/2015

LAND

LOT 13 IN STRATA PLAN 76516  
AT MIRANDA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

GREGORY JAMES BRADSHAW  
DIANE PATRICIA BRADSHAW  
AS JOINT TENANTS

(T AJ370950)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76516

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP76516

SEARCH DATE	TIME	EDITION NO	DATE
4/5/2016	12:55 PM	8	26/2/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76516  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP76516

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76516  
ADDRESS FOR SERVICE OF NOTICES:  
C/- BCS STRATA MANAGEMENT PTY LTD  
LOCKED BAG 22  
HAYMARKET  
SYDNEY 1238

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 690432 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 4 A237560 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 5 AD61517 CHANGE OF BY-LAWS
- 6 AF394781 CHANGE OF BY-LAWS
- 7 AG213871 CHANGE OF BY-LAWS
- 8 AH491626 CHANGE OF BY-LAWS
- 9 AJ313958 CHANGE OF BY-LAWS
- 10 AK250508 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 76516

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 250	2	- 358	3	- 251	4	- 141
5	- 126	6	- 88	7	- 189	8	- 174
9	- 165	10	- 178	11	- 166	12	- 174

END OF PAGE 1 - CONTINUED OVER

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP76516

PAGE 2

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

STRATA PLAN 76516

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 144	14	- 161	15	- 163	16	- 182
17	- 172	18	- 180	19	- 144	20	- 166
21	- 183	22	- 178	23	- 187	24	- 180
25	- 183	26	- 166	27	- 174	28	- 189
29	- 185	30	- 203	31	- 185	32	- 189
33	- 174	34	- 182	35	- 198	36	- 192
37	- 211	38	- 192	39	- 198	40	- 182
41	- 189	42	- 205	43	- 199	44	- 217
45	- 199	46	- 205	47	- 189	48	- 302
49	- 302	50	- 302	51	- 302	52	- 49
53	- 8	54	- 8	55	- 1	56	- 1
57	- 1	58	- 1	59	- 1	60	- 1
61	- 1	62	- 1	63	- 1	64	- 1
65	- 1	66	- 1	67	- 1	68	- 1
69	- 1	70	- 1	71	- 1	72	- 1
73	- 1	74	- 1	75	- 1		

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

2016205

PRINTED ON 4/5/2016

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



**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

OFFICE USE ONLY

### SURVEYOR'S CERTIFICATE

1 DAMIAN JOSEPH MACGURE  
4 LOOKLEY LAND TILE SOLUTIONS  
P.O. BOX 400 CLADESVILLE, 1875  
a service registered under the Singapore Ad 2002, hereby certify that

PLAN OF SUBDIVISION OF LOT 100 IN D.P.10930622  
L.C.A. SUTHERLAND Suburb/Locality: MIRANDA

SP76516

Registered:  7th. 24.2.2006

Parish: SUTHERLAND County: CUMBERLAND

## Purpose: STRATA PLAN

Reduction Ratio 1: Lengths are in metres

Lost Plan: DP1093062

• Name of, and "address to service of notices on, the owners corporation  
• Address required on original strata plan only

THE OWNERS - STRATA PLAN No 76516  
No581-587 KINGSWAY, MIRANDA N.S.W 2228

original strata plan only

This is sheet 1 of my plan in 6 sheets.

### SCHEDULE OF UNIT ENTITLEMENT

LOT NO	ENTITLEMENT	LOT NO	ENTITLEMENT	LOT NO	ENTITLEMENT	LOT NO	ENTITLEMENT
1	250	20	166	39	198	58	1
2	358	21	183	40	182	59	1
3	251	22	178	41	189	60	1
4	141	23	187	42	205	61	1
5	126	24	180	43	199	62	1
6	88	25	163	44	217	63	1
7	189	26	166	45	199	64	1
8	174	27	174	46	205	65	1
9	165	28	189	47	189	66	1
10	178	29	185	48	202	67	1
11	186	30	203	49	202	68	1
12	174	31	185	50	202	69	1
13	144	32	189	51	202	70	1
14	161	33	174	52	49	71	1
15	163	34	182	53	8	72	1
16	182	35	198	54	8	73	1
17	172	36	182	55	1	74	1
18	180	37	211	56	1	75	1
19	144	38	192	57	1	TOTAL	10,000

FOR LOCATION PLAN SEE SHEET 2

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

Westpac Banking Corporation  
ABN 33 007 457 141  
being the Mortgages under Mortgage numbers  
A3457215  
to this LeasePlan hereby consent

Street

Certified correct for the purposes of the  
Real Property Act 1900 by the Minister  
SIGNED by James H. Hargrave as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332

**Tier Three Attorney**  
**(Signature)**

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

I certify that the attorney for the MORTGAGEE, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this Mortgage in my presence.

**Signature of Witness**

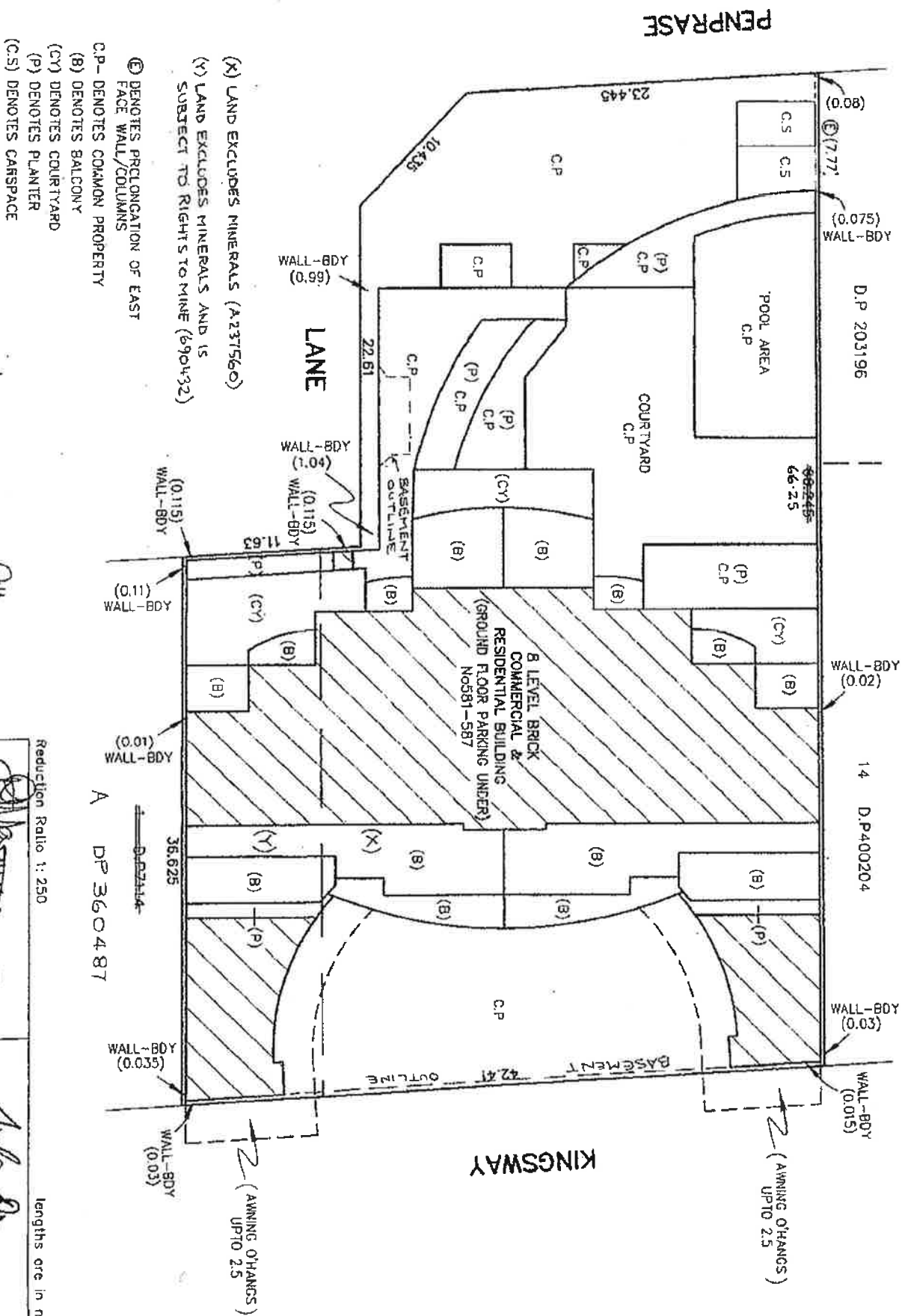
Address of witness: I King Street  
Address of witness: 1 King Street  
Address of witness: 1 King Street

Concord West NSW

Pttn Drawing only to appear in this space

LOCATION PLAN

SP76516



Reduction Ratio 1:250

lengths are in metres

CHARGES MADE BY ME ~~7-2-06~~ 7-2-06

Registered Surveyor

~~Authorized Person/General Manager/Accredited Certifier~~

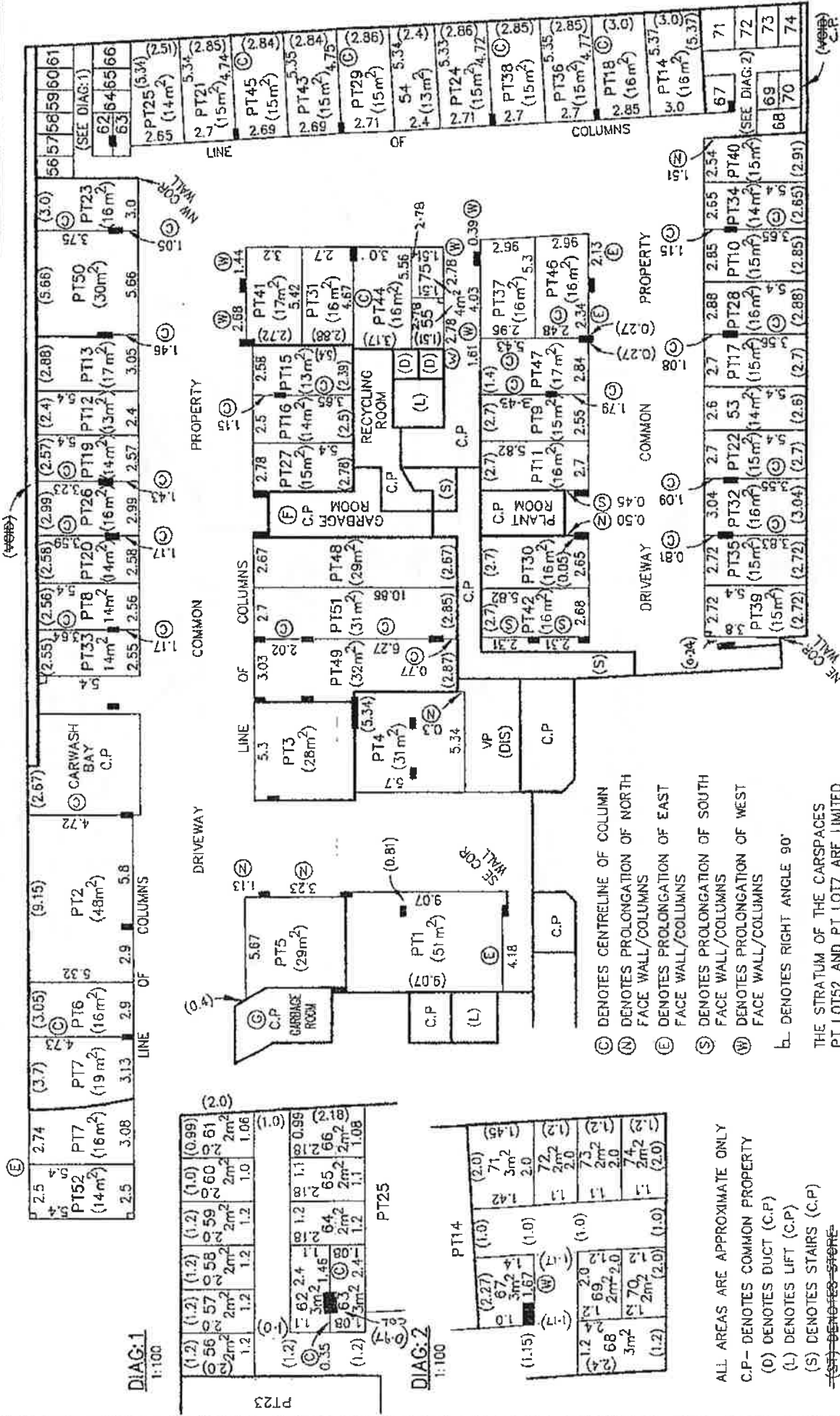


M.G.A.

## GROUND LEVEL (CARPARKING &amp; STORAGE)

SP76516

- ⊙ EXCLUSIVE USE AREA FOR LOTS 1-7 & 52 INCLUSIVE  
 ⊙ EXCLUSIVE USE AREA FOR LOTS 8-51 INCLUSIVE C.P.  
 (AREA)



- ⊙ DENOTES CENTRELINE OF COLUMN  
 ⊙ DENOTES PROLONGATION OF NORTH FACE WALL/COLUMNS  
 ⊙ DENOTES PROLONGATION OF EAST FACE WALL/COLUMNS  
 ⊙ DENOTES PROLONGATION OF SOUTH FACE WALL/COLUMNS  
 ⊙ DENOTES PROLONGATION OF WEST FACE WALL/COLUMNS  
 ⊙ DENOTES RIGHT ANGLE 90°  
 THE STRUTUM OF THE CARSPACES  
 PT LOTS 52 AND PT LOT 7 ARE LIMITED IN HEIGHT TO 2.5 ABOVE ITS RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED

- ALL AREAS ARE APPROXIMATE ONLY  
 C.P. - DENOTES COMMON PROPERTY  
 (D) DENOTES DUCT (C.P.)  
 (L) DENOTES LIFT (C.P.)  
 (S) DENOTES STAIRS (C.P.)  
 (V.P) DENOTES VISITOR PARKING (C.P.)  
 (DIS) DENOTES DISABLED PARKING (C.P.)

Reduction Ratio 1:200

lengths are in metres

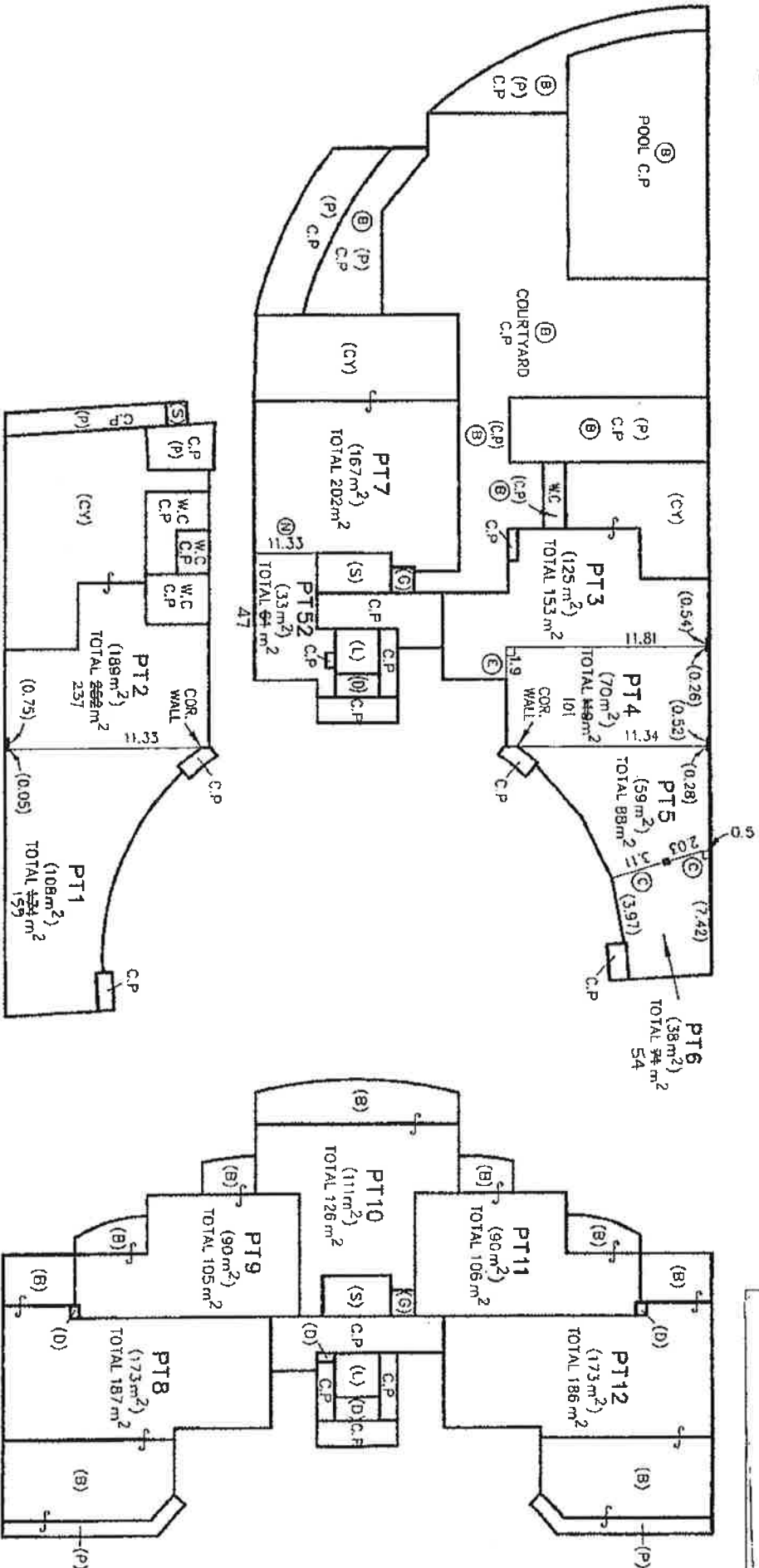
Registered Surveyor  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 28874 SP

CHANGES MADE BY ME 7-2-06



SP76516



LEVEL 1

LEVEL 2

ALL AREAS ARE APPROXIMATE ONLY  
 C.P. - DENOTES COMMON PROPERTY  
 (B) DENOTES BALCONY  
 (CY) DENOTES COURTYARD  
 (D) DENOTES DUCT (C.P.)  
 (G) DENOTES GARBAGE SHUTE (C.P.)  
 (L) DENOTES LIFT (C.P.)  
 (P) DENOTES PLANTER  
 (S) DENOTES STAIRS (C.P.)  
 W.C. DENOTES TOILET

(C) DENOTES CENTRELIN OF COLUMN  
 (N) DENOTES PROLONGATION OF NORTH  
 FACE WALL/COLUMNS  
 (E) DENOTES PROLONGATION OF EAST  
 FACE WALL/COLUMNS

(B) EXCLUSIVE USE AREA FOR LOTS 8 TO 51 INCLUSIVE

THE STRATUM OF THE BALCONIES, COURTYARDS & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

lengths are in metres

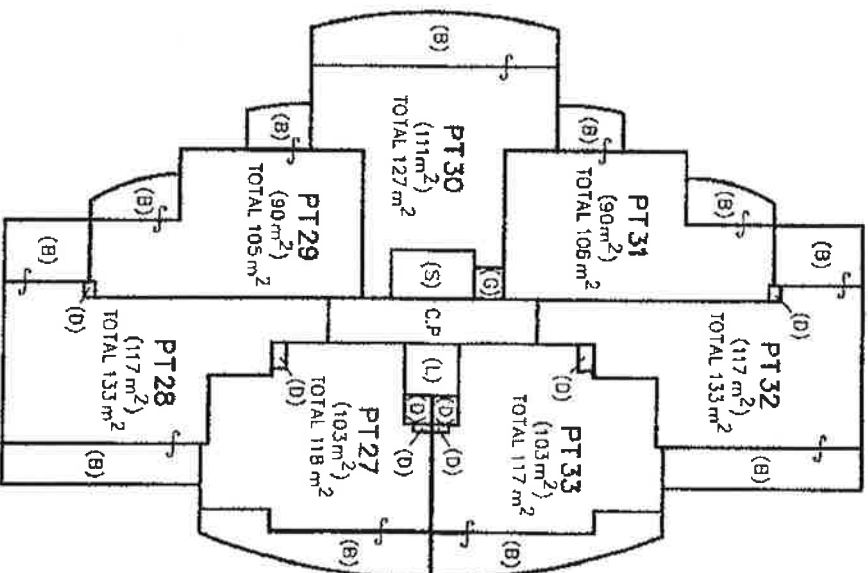
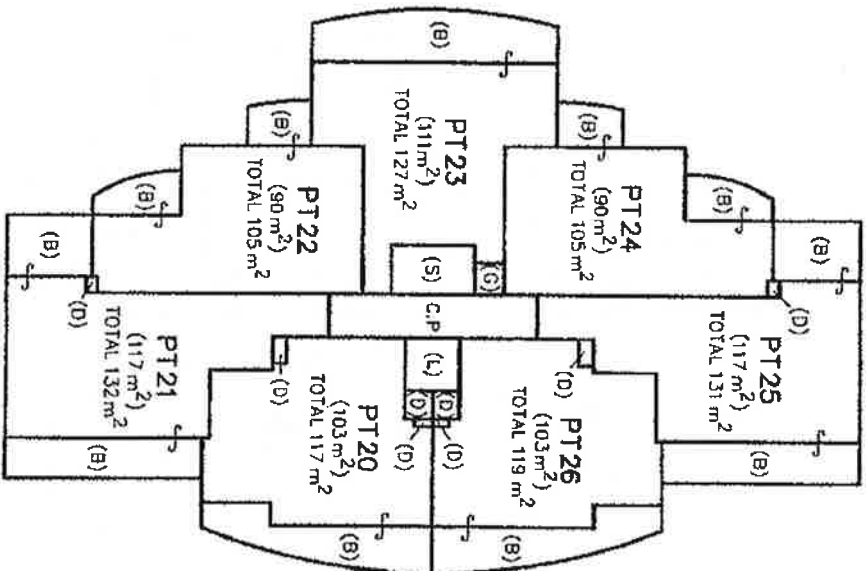
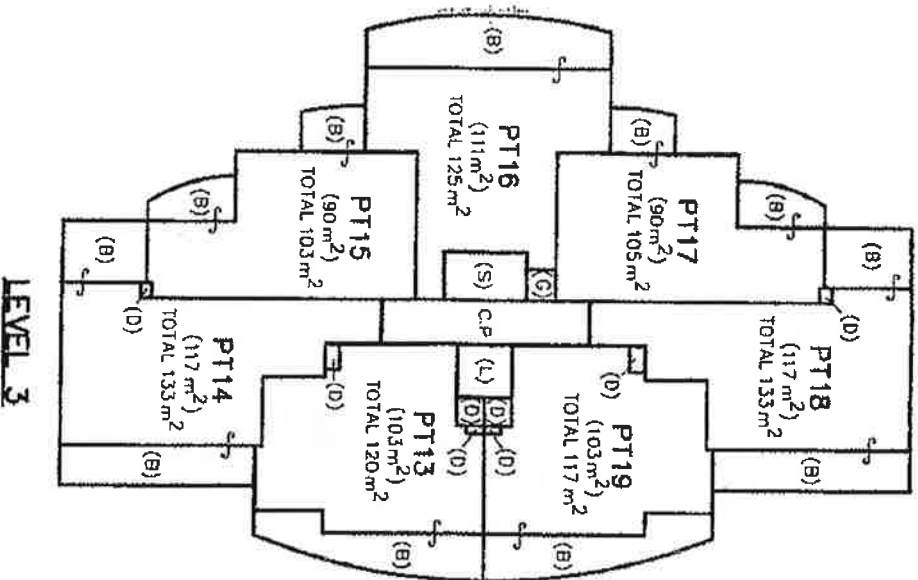
Registered Surveyor  
 SURVEYOR'S REFERENCE: 26874 SP  
 Authorised Person/General Manager/Accredited Certifier

CHANGES MADE BY ME 7-2-06





SP76516



ALL AREAS ARE APPROXIMATE ONLY  
 C.P. - DENOTES COMMON PROPERTY  
 (B) DENOTES BALCONY  
 (D) DENOTES DUCT (C.P.)  
 (G) DENOTES GARBAGE SHUTE (C.P.)  
 (L) DENOTES LIFT (C.P.)  
 (S) DENOTES STAIRS (C.P.)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
 THEIR RESPECTIVE HANDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

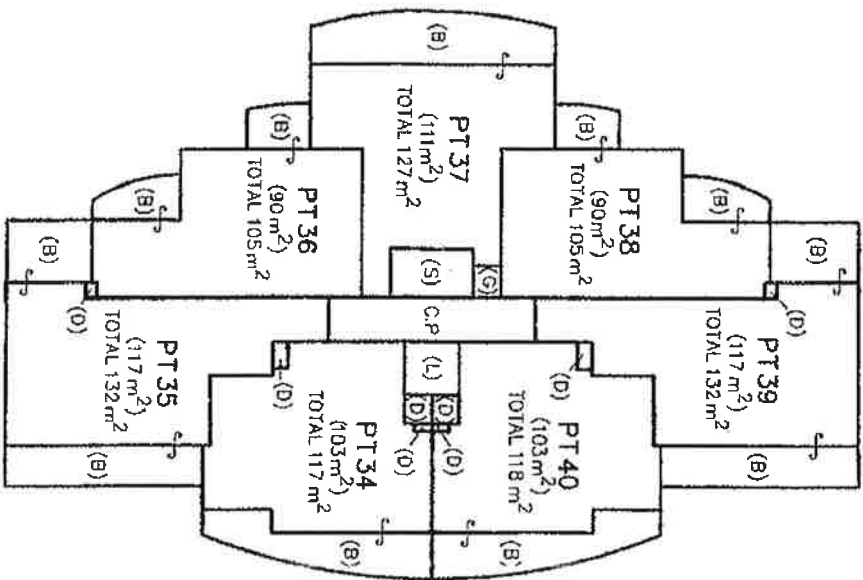
lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: 28874 SP

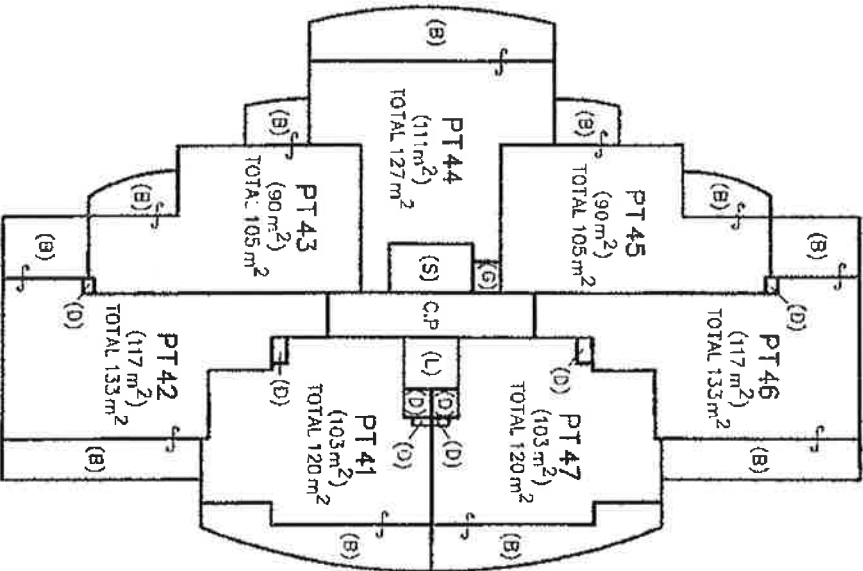
Authorised Professional Manager / Accredited Certifier



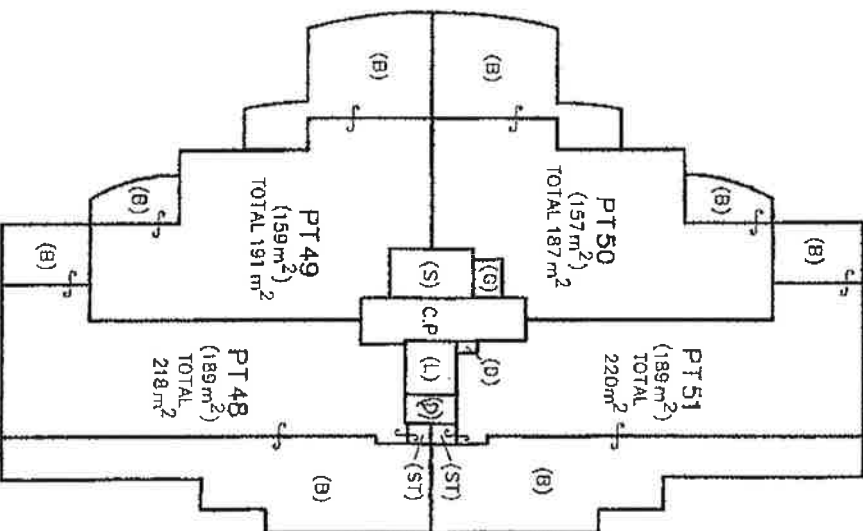
SP76516



LEVEL 6



LEVEL 7



LEVEL 8

- ALL AREAS ARE APPROXIMATE ONLY  
 C.P. - DENOTES COMMON PROPERTY  
 (B) DENOTES BALCONY  
 (D) DENOTES DUCT (C.P.)  
 (G) DENOTES GARBAGE SHUTE (C.P.)  
 (L) DENOTES LIFT (C.P.)  
 (S) DENOTES STAIRS (C.P.)  
 (ST) DENOTES STORE

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
 THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

lengths are in metres

Registered Surveyor  
 SURVEYORS REFERENCE: 28874 SP

Authorised Person/General Manager/Accredited Certifier

CHANGES MADE BY ME 7-2-06

INSTRUMENT SETTING OUT THE TERMS OF  
BY-LAWS TO BE CREATED UPON REGISTRATION  
OF THE STRATA PLAN

SP76516

1/24

APPROVED FORM 27

**Definitions:** In these by-laws "residential lot" means each of Lots 8 to 51 inclusive and "commercial lot" (apart from by-law 34) means each of Lots 1 to 7 inclusive and ~~Lots 52 and 53.~~

1) Noise

An occupier of a residential 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

**Definitions:**

In this by-law

- i. "Visitor" means a caller or guest but does not include an occupier.
  - ii. "Occupier" means a person whose principal place of residence is within a lot.
1. An owner or occupier of a lot must only park on the car space forming part of his lot.
  2. An owner or occupier of a lot must not park or stand any motor vehicle on common property unless written approval to do so is given by the Owners Corporation.
  3. An owner or occupier of a lot must not park any motor vehicle on that part of the common property designated as "Visitors Parking".
  4. An owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle on the common property, other than the Visitors Parking area.
  5. Unless approval is otherwise given by the Owners Corporation an owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle on the Visitors Parking area for longer than 24 hours Monday to Friday inclusive in any one period.

3) Obstruction of Common Property

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

4) Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation:



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

**5) Damage to Common Property**

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

**6) Behaviour of Owners and Occupiers**

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

**7) Children Playing on Common Property in Building**

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

**8) Behaviour of Invitees**

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

**9) Depositing Rubbish and Other Material on Common Property**

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

**10) Drying of Laundry Items**

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

**11) Cleaning Windows and Doors**

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

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

**12) Storage of Inflammable Liquids and Other Substances and Materials**

- 1) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

**13) Moving Furniture and Other Objects on or through Common Property**

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

**14) Floor Coverings**

- 1) An owner and occupier 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) Subject to the terms of by-law 28.7, no hard floor covering may be installed without the prior written approval of the Owners Corporation. Any application for approval must be in writing and must specify the acoustic performance of the proposed floor covering. If required by the Owners Corporation, the owner of the lot shall agree to a by-law, under Section 52 of the Strata Schemes Management Act 1996, being made and registered in relation to the floor covering.
- 3) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or to floor space within a commercial lot.

**15) Garbage Disposal**

- 1) An owner or occupier of a lot in a strata scheme:
  - (a) must ensure that all garbage placed in a garbage chute is first contained securely in a plastic bag,
  - (b) must ensure that before refuse, recyclable material or waste is placed in the shared receptacles for garbage, recyclable material or waste it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely



SP76516

5/24

drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

#### **16) Keeping of Animals**

- 1) Subject to section 49 (4), an owner or occupier of a lot must not keep any animal (except a cat, small dog, 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, and
  - (b) keep the animal within the lot,
  - (c) ensure that the animal does 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; and
  - (d) carry the animal when it is on the common property.

#### **17) Appearance of Lot & Balconies**

- (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) All blinds, drapes and other window and/or external door coverings in a residential lot must be cream in colour.
- (3) An owner or occupier of a lot must ensure that trays to catch water are placed underneath any pot plant kept on a balcony.
- (4) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

#### **18) Change in Use of Lot to Be Notified**

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being

SP76516

6 / 24

carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

**19) Provision of Amenities or Services**

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

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

**20) Reporting Defects in the Common Property**

A proprietor or occupier of a lot shall as soon as practicable after becoming aware of any defect in the Common Property or any personal property vested in the Owners Corporation or of any accident associated therewith, give notice of such defect to the Building Supervisor or managing agent of the Owners Corporation, or in the absence of both of them to the Owners Corporation.

**21) Control of Vermin & Pests**

A proprietor of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects and other pests.

**22) Fire Alarms**

Should a fire alarm be activated without reasonable cause or as the result of carelessness and the fire department come to the building on such alarm the occupier of the lot that caused the alarm shall be responsible for the call out fee applicable to the alarm caused.

**23) Security**

***Definition***

In this by-law:

- i) "keys" means a key or security key card which enables access to or from the strata scheme, the lift to the floor level on which a particular lot is located and access an egress for vehicles.
- ii) "charges" means security deposits, non-refundable portions of security deposits, replacement fees and the purchase price for keys, as determined from time to time by the Owners Corporation.

The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

- 1) The authority to install and maintain locks alarms, communication systems and other security devices.
- 2) The authority to determine from time to time the charges payable and other contributions for the issue and use of keys by owners and occupiers of lots.
- 3) The authority to restrict the issue of keys to common property areas and facilities to owners and occupiers of lots to those who have complied with conditions determined from time to time by the Owners Corporation.
- 4) The authority to keep a register of persons to whom keys are issued, and to require (with which requirement an owner or occupier of a lot must comply) the periodic return to the Owners Corporation of keys for the purpose of cataloguing and re-issue.
- 5) The authority to alter the coding of keys from time to time in order to maintain or improve security.
- 6) The power and the authority to engage consultants and contractors for these purposes.
- 7) The power and the authority to apply the funds of the Owners Corporation to these purposes where necessary.
- 8) The Owners Corporation may take all reasonable steps to ensure the securing of the building and any Common Property and personnel and the observance of these by-laws and without limiting the generality of the foregoing may permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of proprietors and occupiers generally) as a means of monitoring the security and general safety of the parcel.
- 9) An owner of a lot to whom any key is given shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include the appropriate covenant in any lease or licence of a lot to any such occupier) to ensure return thereof to the proprietor or the Owners Corporation upon the occupier ceasing to be an occupier.



- 10) An owner or occupier of a lot shall not without the prior approval in writing of the Owners Corporation duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than the owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.
- 11) An owner or occupier of a lot issued with a key shall immediately notify the Owners Corporation or Building Supervisor if that key is lost or misplaced.
- 12) No occupier of a lot shall be entitled to have more than four keys issued for that lot.

#### **24) Air-Conditioners**

##### ***Definitions:***

In this by-law:

- (i) "Council" means the state or local government body or planning authority with authority to determine applications under the Environmental Planning & Assessment Act 1979;
- (ii) "Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute; and
- (iii) "air conditioning unit" means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches etc. that exclusively service an individual lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the common property.

##### ***Interpretation:***

In this by-law:

- (i) words importing the singular include the plural and vice versa;

SP76516

9/24

- (ii) words importing a gender include any gender; and
- (iii) words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

Terms:

Exclusive Use & Maintenance

The owner of each lot is owner of the air conditioning unit that exclusively services his individual Lot and has the exclusive right to use the area of the common property, if any, where the air conditioning unit is located.

A. Installation

1. An owner or occupier of a lot must not install an air conditioning unit to serve his lot, or allow one to be installed or kept, except in compliance with the following terms and conditions:

Before installing an air conditioning unit, an owner or occupier must:

- (a) provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications;
  - (b) if an occupier of a lot is installing an air conditioning unit then the occupier must provide the Owners Corporation with the written consent of the owner of the lot to the installation of the air conditioning unit; and
  - (c) obtain from the Owners Corporation its written approval to the installation including the size, colour and type of the proposed air conditioning unit, its location and manner of installation. For this purpose, the owner or occupier must, if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation.
2. The terms and conditions contained in this by-law are to apply as a term of any consent given by the Owners Corporation to the installation or keeping of an air conditioning unit.
  3. In installing an air conditioning unit, an owner or occupier must:
    - (a) if applicable, comply with all conditions of approval of Council;
    - (b) comply with all conditions of approval of the Owners Corporation;
    - (c) comply with the manufacturer's specifications; and
    - (d) carry out the installation in a proper and skilful manner.

SP76516

10/24

4. The owner or occupier must ensure that condensation and run-off are drained through lines to existing drains or pipes.
5. The owner or occupier must conceal electrical and coolant lines from view, as far as possible.

**B. Use**

1. An owner or occupier must not use an air conditioning unit in breach of the Protection of the Environment Operations Act 1997 or any other relevant Statute.
2. An owner or occupier must not use an air conditioning unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of another lot or of the common property by any person entitled to use it.

**C. Maintenance, Removal, Repair of Damage & Indemnity**

1. An owner or occupier must maintain the air conditioning unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary. A unit remains the personal property of the owner of the lot from time to time.
2. An owner or occupier may remove an air conditioning unit but must do so at his expense and in a competent manner. An owner or occupier must ensure that after an air conditioning unit is removed the common property is restored.
3. An owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring because of the use, installation, maintenance, replacement, repair, renewal or removal of an air conditioning unit serving his lot.
4. An owner or occupier must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if an air conditioning unit had not been installed to serve his lot.

**D. General**

1. The terms of this by-law apply to any replacement air conditioning unit.
2. This by-law may only be amended with the consent of the owner of each lot.
3. The terms of this by-law are in addition to by-laws 1 (noise), 5 (damage to common property) and 17 (appearance of lot).

**25) Smoking**

- 1) An owner or occupier of a lot must not:



- (i) Smoke any substance on any area of the common property, or
  - (ii) Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- 2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees, guests, and/or visitors of the owner or occupier, adhere to the above rules.

**26) Conduct of Lessees and Others**

***A. Definitions:***

***In this by-law:***

- (i) "Lease" and "leased" include a sub-lease or assignment of a lease.
- (ii) "Lessee" includes sublessee, licensee, assignee or occupier.
- (iii) "Lessor" includes sublessor or assignor.

***B. Interpretation:***

***In this by-law:***

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing a gender include any gender;
- (iii) words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

***C. Terms:***

1. If a lot is leased the owner of the lot must give written notice of the lease to the secretary of the Owners Corporation within 14 days after the commencement of the lease. The notice must specify the name of the lessee, the date of commencement of the lease and the name of any agent acting for the owner.
2. A lessor of a lot must provide the occupant of the lot with a copy of the registered by-laws, and a copy of any "House Rules", and must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of the lot.
3. An owner of a lot must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of the lot.
4. A lessor of a lot must take any necessary and reasonable action to enforce the terms of any lease, tenancy agreement or licence if there is any breach of the by-laws, any other breach of such lease, tenancy agreement or licence or the

SP76516

12/24

provisions of any legislation affecting the relationship of landlord and tenant, by the occupier of the lot.

5. The duty imposed under this by-law is in addition to the duty imposed on the lessor of a lot under section 119 of the Strata Schemes Management Act 1996.

**27) Removal of Abandoned Goods and Rubbish left on Common Property**

1. The owner of a lot shall be responsible to pay the Owners Corporation Compensation for costs incurred by the Owners Corporation for the removal and/or disposal of rubbish and/ or abandoned goods left by an occupant of the lot on common property.
2. The owner of a lot shall indemnify the Owners Corporation Compensation in respect of any claim made by a former occupant arising from the removal and/or disposal of rubbish and/ or abandoned goods left by an occupant of the lot on common property.
3. The Owners Corporation may require payment from an owner in accordance with paragraphs 1.
4. The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice on the owner.
5. A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of 10%.

**28) Building Works**

1. If the owner or occupier (with the owner's consent) of a lot intends to carry out minor works, such as painting, wall-papering, installing new cabinets in the kitchen or otherwise dealing with a lot then no notice need be given to the Owners Corporation and no consent is required.
2. If the owner or occupier (with the owner's consent) of a lot intends to carry out works that alter the structure of the lot (including any structural element such as a wall) then Section 116(2) of the Strata Schemes Management Act 1996 provides that an owner of a lot must not alter the structure of the lot without giving to the Owners Corporation not later than 14 days before commencement of the alteration a written notice describing the proposed alteration. If an occupier of a lot contemplates such work the owner is under an obligation to advise the Owners Corporation.
3. Further, in terms of s 116(1) of the Act nothing may be done in a lot that interferes with support or shelter provided for another lot or common property or the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts.

4. The Owners Corporation will give consent to a minor fit out of a commercial lot. Major fit-outs may require a specific by-law being made.
5. If the owner or occupier (with the owner's consent) of a lot intends to carry out works that include material alteration of the common property or interference with services, support or shelter, such works may not be undertaken without a by-law being made and registered. Development Consent from Council may also be required.
6. For a by-law in terms of clause 5 to be made, the Owners Corporation must be supplied with adequate details to enable the by law to be drafted. If an architect or other design consultant is involved then the nature and scope of the works is readily ascertainable from the drawings prepared by that person. In addition, a copy of drawings are annexed to and included with the by-law when it is registered. The purpose of a by-law of this type is that once registered on the common property Certificate of Title, the owner and successors in title and other owners and the Owners Corporation are clearly on notice of the nature and extent of the privilege granted and the responsibilities imposed under the by-law.
7. No work is permitted within the strata scheme that would result in a kitchen, bathroom, laundry or other hard surfaced area within a lot, being relocated to a position above a bedroom of a Lot below.
8. Prior to carrying out any work an owner or occupier must obtain, complete and return to the Secretary of the Owners Corporation the form "Conditions of Work on Common Areas and Owners Property" and comply with the requirements set out in such form.

The terms of this by-law are additional to the requirements of Section 116 of the Strata Schemes Management Act 1996.

#### 29) 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.

#### 30) Prevention of Hazards

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.



### **31) Notice Board**

The Owners Corporation is not required to have a Notice Board.

### **32) Grease Trap & Mechanical Ventilation System**

#### ***Definitions;***

In this by-law:

- (i) "grease trap" means any grease trap serving the strata parcel.
- (ii) "connection to a grease trap" means any connection from a lot to a grease trap.
- (iii) "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
- (iv) "Mechanical Ventilation System" means a system that mechanically shifts air and airborne material.
- (v) "Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.

#### ***Interpretation:***

In this by-law:

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing a gender include any gender;
- (iii) words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

#### ***Operative Parts:***

#### **Mechanical Ventilation System**

The owner or occupier of a lot served by a Mechanical Ventilation System shall be solely responsible for the repair and maintenance of that system and for all running costs.

## Grease Trap

An owner or occupier of a lot shall not connect to or use a grease trap except in compliance with the terms and conditions contained in this by-law.

### *Terms & Conditions:-*

#### *Before Connecting to a Grease Trap:*

1. Before connecting to a grease trap an owner or occupier must:-
  - i. provide the Owners Corporation with a copy of any requisite approval of Council and/or Sydney Water, including all conditions of approval, drawings and specifications; and
  - ii. obtain the written approval of the Owners Corporation, which approval may be made subject to conditions to:
    - a) The method of connection to the grease trap;
    - b) The way in which and by whom, the connection to the grease trap and the grease trap are to be cleaned and maintained, including the frequency of cleaning and maintenance.
  - iii. Enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of Sydney Water.

#### *Connection:*

2. If an occupier of a lot wishes to establish a connection to a grease trap or use a grease trap then the occupier must provide the Owners Corporation with the written consent of the owner of the lot to such connection or use.
3. In connecting to a grease trap an owner or occupier must:-
  - i. comply with all conditions of approval of Council and Sydney Water,
  - ii. use a licensed plumber; and
  - iii. carry out the connection in a proper and skilful manner.
4. An owner or occupier must at his own cost repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair or renewal of a connection to a grease trap.

5. After connection the owner or occupier must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.

#### *Use*

6. In using a grease trap an owner or occupier must:-
  - i. fulfil the terms of contracts and arrangements entered into with a pump out contractor and any other necessary contractor,
  - ii. comply with all terms and conditions of use and requirements specified by any Statute, Council, Sydney Water and any other Government or Regulatory Authority including, without limitation, frequency of pump out and cleaning, and
  - iii. only use the grease trap for its intended purpose as a grease trap and for no other plumbing purpose.

#### *Maintenance Repair and Cleaning:*

7. An owner or occupier of a lot served by or using a particular grease trap shall be responsible to keep the grease trap and any connection to it:
  - i. properly and adequately maintained in a state of good and serviceable repair,
  - ii. adequately clean and free of vermin, and
  - iii. regularly pumped out and cleaned in accordance with the requirements of Sydney Water;and for all costs associated therewith.

#### *Joint and Several Responsibility and Liability*

8. Where a grease trap serves or is used by more than one lot then each of the owners and occupiers of lots so served shall be jointly and severally responsible and liable to meet the obligations and liabilities imposed by this by-law.

#### *Indemnity*

9. An owner or occupier of a lot served by or using a grease trap must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the grease trap had not been used.

17/24

SP76516

### *Cessation of Use or Disconnection*

10. An owner or occupier may cease use of a grease trap or disconnect from it but must do so at his expense and in a workmanlike manner. An owner or occupier must ensure that after cessation of use or disconnection the common property is restored.

### *Repair*

11. An owner or occupier at his own cost must repair any damage to the common property, or the property of the owner or occupier of another lot, occurring as a result of the use of any grease trap serving his lot.

### *Access*

12. The Owners Corporation by its servants and agents shall be entitled to have access to the grease traps and connections to grease traps the subject of this by-law upon reasonable notice to an occupier to inspect such areas or for any other purpose permitted under the Act.

This by-law has effect notwithstanding By-Law 5.

## 33) Exclusive Use Areas

### *A. Definitions:*

#### *In this by-law:*

- (i) "EU-1" means:
  - a. those parts of the common property shown on Sheets 3 & 4 of the Strata Plan and depicted respectively with the letters F and B circled, and the words "EXCLUSIVE USE AREA FOR LOTS 8 TO 51 INCLUSIVE";
  - b. the residential lift and
  - c. the hot water system serving Lots 8 to 51.
- (ii) "EU-2" means:
  - a. those parts of the common property shown on Sheet 3 of the Strata Plan and depicted with the letter G circled, and the words quote "EXCLUSIVE USE AREA FOR LOTS 1 TO 7 & 52" and
  - b. the hot water system serving Lots 1 to 7 and 52.
- (iii) "Residential lifts" means the lifts serving the residential lots.

### *B. Interpretation*

The intention of this by-law is that the owners of Lots 8 to 51 inclusive shall have exclusive use of all of the common property in EU-1, the residential lifts and the hot



water service to those lots and the owners of Lots 1-7 inclusive and 52 shall have exclusive use of all of the common property in EU-2 and the hot water service to those lots.

*C. Terms*

- 1) This is an exclusive use by-law according to Division 4 Chapter 2 in Part 5 of the Strata Schemes Management Act 1996. The Owners Corporation may only amend or repeal this by-law by special resolution and with the written consent of the owners of the lots benefited.
- 2) The owners of lots 8 to 51 inclusive have exclusive use and enjoyment of all of the common property contained in EU-1.
- 3) The owners of Lots 1-7 inclusive and Lot 52 have exclusive use and enjoyment of all of the common property contained in EU-2.
- 4) The Owners Corporation is to continue to be responsible for the proper maintenance of the common property and for keeping it in a state of good and serviceable repair.
- 5) The Owners Corporation shall recover its costs for the maintenance, repair and replacement of the common property comprised in EU-1 and the running costs, including electricity of the residential lifts and hot water service, from the owners of lots 8 to 51 according to the respective unit entitlements of each owner's lot.
- 6) The Owners Corporation shall recover its costs for the maintenance, repair and replacement of the common property comprised in EU-2 and the running costs, including electricity of the hot water service from the owners of Lots 1-7 inclusive and Lot 52 according to the respective unit entitlements of each owner's lot.
- 7) The Owners Corporation shall give regular accounts for the costs under this by-law and shall include such accounts in financial notices and records. The accounts will be included in the consideration of budget estimates under Section 75 of the Strata Schemes Management Act 1996 and the raising of levies.
- 8) The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice on the owner.
- 9) A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of 10%.
- 10) The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

19/24

SP76516

### **34) Special Privilege Areas**

#### ***A. Definitions:***

##### ***In this by-law:***

- (i) "commercial lot" means Lots 1, 2, 5 and 6.
- (ii) "tables and chairs" means tables and chairs placed for use by customers of a commercial lot, umbrellas, wind breaks, outdoor heating units or other retail display placed on common property to enhance the use of a commercial lot.

#### ***Interpretation***

The intention of this by-law is that the owners of Lots 1, 2, 5 & 6 may obtain approval from the Owners Corporation, on conditions, to maintain tables and chairs or other retail display on the common property.

#### ***D. Terms***

- 1) This is a special privilege by-law according to Division 4 Chapter 2 in Part 5 of the Strata Schemes Management Act 1996. The Owners Corporation may only amend or repeal this by-law by special resolution and with the written consent of the owners of the lots benefited.
- 2) The owners of the commercial lots have a special privilege, on the conditions contained in this by-law to maintain tables and chairs on the common property.

#### ***E. Conditions***

- 1) If an owner of one of the commercial lots wishes to place tables and chairs on the common property then the owner must provide the following particulars in writing to the Owners Corporation:
  - (a) A drawing showing the area in relation to which the owner wishes to keep tables and chairs.
  - (b) A copy of any requisite consent from Council under the Environmental Planning & Assessment Act 1979 or any other applicable planning instrument.
- 2) An owner enjoying a special privilege under this by-law shall indemnify and keep indemnified the Owners Corporation against
  - (a) Any sums payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant area of common property; and/or

20/24

(b) All actions proceedings claims and demands costs damages and expenses which may be incurred or brought or made against the Owners Corporation and arising directly or indirectly out of the relevant use of the common property

3) The terms of this by-law apply as terms of any consent given under it.

**35) Use of Pool and Barbeque Areas**

**A. *Definitions:***

In this by-law:

- (i) "recreation area" means the swimming pool, barbeque area and other areas of common property immediately associated therewith.
- (ii) "pool area" means the swimming pool.

**B. *Interpretation:***

In this by-law:

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing a gender include any gender;
- (iii) words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

**C. *Terms: General Use of Recreation Area***

1. An occupier of a lot shall not use the recreation area except in compliance with the following conditions:
  - i. Persons using the recreation area shall exercise caution at all times and shall not make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment by other persons of the recreation area, any other part of the common property or any adjacent lot.
  - ii. An occupier shall ensure in the use of the recreation area that the security of the building is maintained and that nothing is done to breach fire safety regulations and requirements.
  - iii. Smoking is prohibited in the recreation area.
  - iv. Unless otherwise authorised in writing by the Owners Corporation, an occupier may not have more than 4 guests using the facilities in the recreation area any one time.

SP76516

21 / 24

- v. An occupier may by prior approval of the Executive Committee reserve the use of the barbeque area for a special event.
- vi. The barbeque is to be cleaned after use and wiped down to remove grease and food residue.

**D. Additional Terms: Pool area**

The following terms are additional and complementary to all of the terms and requirements expressed in paragraph C: General Use of Recreation Area.

1. Occupiers and their guests may only use the pool between 8.00 AM and 10 PM.
2. An occupier of a lot shall ensure that guests do not use the facilities in the pool area unless accompanied by the occupier.
3. An occupier of a lot shall ensure:
  - i. That he removes all sun creams and oils by showering before using the facilities in the pool area.
  - ii. That all reasonable steps are taken to ensure that his guests remove all sun creams and oils by showering before using the facilities in the pool area.
  - iii. That children under the age of 12 are not in or around the facilities in the pool area unless accompanied by an adult occupier exercising effective control over such children.
  - vii. That glass/ceramic containers or glass/ceramic receptacles of any type are not allowed in or around the pool area. With the exception of plastic bottled water no food or drink is to be consumed in the pool area.
  - iv. That persons using the pool area shall exercise caution at all times and shall not run about the pool area, make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment by other persons of the pool area or any adjacent lot.
  - v. That he is sufficiently dry before entering the elevator to avoid dripping water onto the floor.
  - vi. That he takes all reasonable steps to ensure that his guests are sufficiently dry before entering the elevator to avoid dripping water onto the floor.
4. No soap or detergent may be used in the pool.
5. Ball games are not to be played in the pool.



### 36) Signage

#### Definitions:

1. In this by-law "signage" means anything in written and/or in picture or symbol form.
2. "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
3. Where any term used in this by-law is defined in the Strata Schemes Management Act 1996, such terms have the same meaning as those words are given under that Act.

An owner or occupier of a commercial lot must not install, affix or keep any signage on any part of the common property, or any part of a lot visible from another lot or the common property, or allow such signage to be installed, affixed or kept except in compliance with the following terms and conditions: -

#### Terms & Conditions: -

1. Before installing or affixing signage the owner or occupier must:-
  - (a) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications; and
  - (b) Obtain the written approval of the Owners Corporation to the location, type and style of the proposed signage.
2. In installing or affixing signage the owner or occupier must: -
  - (a) Comply with all conditions of approval of the Council.
  - (b) Comply with all conditions of approval of the Owners Corporation.
  - (c) Carry out the installation or affixing in a proper and skilful manner.
3. The owner or occupier must maintain the signage and all associated fittings and fixtures in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.
4. The owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, affixing, maintenance, replacement, repair, renewal or removal of signage.

SP76516

23/24

5. The owner or occupier must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the signage had not been installed or affixed.
6. The owner or occupier may remove the signage but must repair any damage caused to the common property or the property of the owner or occupier of another lot, occurring in the removal.

EXECUTION

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee  
SIGNED by.....as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney  
By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.

I certify that the attorney for the Mortgagee  
with whom I am personally acquainted or as  
whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness: Level 7, 60 Carrington St.  
Sydney NSW

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee  
SIGNED by.....as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney  
By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.

I certify that the attorney for the Mortgagee  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness: Level 7, 60 Carrington St.  
Sydney NSW



PETER TRIPODINA

SP76516

24/24

APPROVED FORM 27

INSTRUMENT SETTING OUT BY-LAWS TO BE CREATED UPON  
REGISTRATION OF STRATA PLAN 76516  
581-587 KINGSWAY MIRANDA NSW 2228

INDEX TO BY-LAWS		
Number	Description	Page
	Definitions	
1	Noise	1
2	Vehicles	1
3	Obstruction of Common Property	1
4	Damage to Lawns and Plants on Common Property	1
5	Damage to Common Property	2
6	Behaviour of Owners/Occupiers	2
7	Children Playing on Common Property in the Building	3
8	Behaviour of Invitees	3
9	Depositing Rubbish & Other Material on Common Property	3
10	Drying of Laundry Items	3
11	Cleaning of Windows and Doors	3
12	Storage of Inflammable Liquids & Other Substances & Materials	3
13	Moving Furniture & Other Objects on & through Common Property	4
14	Floor Coverings	4
15	Garbage Disposal	4
16	Keeping of Animals	5
17	Appearance of Lot & Plants on Balconies	5
18	Change in Use of Lot to Be Notified	5
19	Provision of Amenities/Services	6
20	Reporting of Defects in the Common Property	6
21	Control of Vermin and Pests	6
22	Fire alarms	6
23	Security	6
24	Air-conditioners	7
25	Smoking	10
26	Conduct of Lessees & Others	11
27	Removal of Abandoned Goods and Rubbish Left on Common Property	12
28	Building Works	13
29	Preservation of Fire Safety	13
30	Prevention of Hazards	13
31	Notice Board	14
32	Grease Trap	14
33	Exclusive Use Areas	17
34	Special Privilege Areas	19
35	Use of Pool and Barbeque Areas	20
	Signage	22



Bochranes Lawyers

21 Dec 05

*[Signature]* DIRECTOR & SECRETARY

REGISTERED  
24.2.2006

25 NOV. 1912 4 P.M.

690432



other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred TOGETHER with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed TOGETHER with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly heretofore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Margaret Elizabeth Kennedy may become the registered Proprietor in fee simple of the lands comprised in the said sub-lease number 479038 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease number 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act and the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers in the said Lease contained in all respects as if this transfer has not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *Sixteenth*



day of *October* in the year one thousand nine hundred and  
twelve.

THE COMMON SEAL of the HOLT SUTHERLAND  
ESTATE COMPANY LIMITED was affixed hereto  
by the Directors present at a meeting of  
the Board of Directors of that Company  
held this *18th* day of *October* 1912  
and such Directors thereupon signed this  
transfer in the presence of,

*J. S. Jackson*  
*E. P. J. J.*

Directors

*M. H. H. H.*  
*C. R. J.*  
Secretary.

Accepted and I hereby certify this  
transfer to be correct for the pur-  
pose of the Real Property Act.

*Margaret Elizabeth Kennedy*  
Transferee

SIGNED in my presence by the said  
MARGARET ELIZABETH KENNEDY who is  
personally known to me.

*N. H. Carter*  
*Harper Street*  
*Sydney*

MEMORANDUM OF ENCUMBRANCES AS REFERRED TO.



RECD 3-APR 1916 12.51 PM

*Transfer 30/*  
*Transfer of 10/*

*Mol 28.0*  
*3-4-16*

NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900



A237560

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the Proprietors for a term of fifty six years from the first day of July one thousand eight hundred and ninety nine under the Memorandum of Lease Registered number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in consideration of the sum of One hundred and sixty seven pounds ten shillings paid by Edward Piper of Dungog Storekeeper to the Perpetual Trustee Company Limited the Australian Trustees of the Will of Thomas Holt late of Sydney pursuant to section seven of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is acknowledged by the said Perpetual Trustee Company Limited testified by the receipt signed by the Manager annexed hereto) DOETH HEREBY in exercise and in pursuance of the power and direction in section seven of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Edward Piper ALL the estate and interest of the Registered Proprietor in fee simple in ALL THAT piece of land containing *about 5 A.P. 3-1-16* situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated *14th November 1912* registered volume number *2314* folio *22* and in the said Lease number 50990 and being the whole of the land comprised in sub-lease number 438766 (dated 25th day of July 1906) from the Holt Sutherland Estate Company Limited to Arthur Edward Prasier AND doth also transfer to the said Edward Piper all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered Proprietor together with all its rights and powers in respect thereof as comprised in the said Lease number 50990 in and so far only as regards the land comprised in the said sub-lease number 438766 except and reserving unto the Company and its assigns during the residue now unexpired of the term of the said lease number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease Number 50990

(all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever TO the intent that the said Edward Piper may become the registered proprietor in fee simple of the lands comprised in the said sub-lease Number 436766 to the extent only directed and intended by the said "Holt Sutherland Estate Act 1900" Provided always that the Company and its assigns shall hold the residue of the lands comprised in the said Lease number 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act and the reversioner and re-

reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *fifteenth* day of *March* A.D. One thousand nine hundred and sixteen.

THE COMMON SEAL of the HOLT SUTHERLAND ESTATE COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of the Board of Directors of that Company held this *fifteenth* day of *March* 1916 and such Directors thereupon signed this Transfer in the presence of

*Mr. J. J. Macdonald*  
Secretary

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act —

SIGNED in my presence by the said -  
EDWARD PIPER who is personally known  
to me

*Hugh H. Pitt*  
*Solicitor*  
*Sydney*

*Edward Piper*

Transferee



*M. L. Simpson*  
**A237560**  
Memorandum of Transfer of  
*James H. Simpson*  
*Vol. 42 Pl. 2786*  
*Shore of Scotland*  
*Subject of the Simpson & Co. Transfer*  
*Note to the 8th & 10th*  
*Edward Lipin* Transferee

Lodged by *James H. Simpson & Co*  
SYDNEY

Particulars entered in the Register

Book Vol *2314* Folio *22* on the  
26<sup>th</sup> day of *April* 1916

at

*10* O'clock in the *fore-noon*.

*W. H. Simpson*  
Deputy Registrar General  
*W. H. Simpson*

	DATE	INITIALS
SENT TO SURVEY BRANCH	<i>17/7/16</i>	<i>W. H. Simpson</i>
RECEIVED FROM RECORDS	<i>7-4-16</i>	<i>W. H. Simpson</i>
DRAFT WRITTEN	<i>7-4-16</i>	<i>W. H. Simpson</i>
DRAFT EXAMINED	<i>7-4-16</i>	<i>W. H. Simpson</i>
DIAGRAM COMPLETE	<i>20-4-16</i>	<i>W. H. Simpson</i>
DIAGRAM EXAMINED	<i>20-4-16</i>	<i>W. H. Simpson</i>
DRAFT FORWARDED		
REQUISIT		
RECEIVED FROM RECORDS		
CERTIFICATE EXCHANGED	<i>APR 28 1916</i>	<i>W. H. Simpson</i>
SUPPLY OF ENGRS. SERS.	<i>1 MAY 1916</i>	<i>W. H. Simpson</i>
DEPT. REGISTRAR GENERAL		

*2661* *210*

RECD FOR DELIVERY

APP. 27 P. 1

RECD 3-APR 1916 12.31.07

Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

## CHANGE OF BY-LA

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



AD61517P

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

CP/SP 76516

(B) LODGED BY

Delivery  
Box

573X

Name, Address or DX and Telephone

NETWORK STRATA SERVICES PTY LIMITED,  
P.O. BOX 265,  
HURSTVILLE BC NSW 1481

Reference (optional): 123421L

CODE

CB

- (C) The Owners-Strata Plan No 76516 certify that pursuant to a resolution passed on 14 February 2007 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE  
Added by-law No Special 37  
Amended by-law No NOT APPLICABLE  
as fully set out below.  
As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 76516 was affixed on 14 February 2007 in the presence of—

Signature(s):

Name(s): STEPHEN BRALL

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

has approved the change of by-laws set out

herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 2

LAND AND PROPERTY INFORMATION NSW

Annexure A to CHANGE OF BY-LAWS

Parties:

SP 76516

Dated: 14 February 2007

By Law 37. Installation of Garage enclosures

Each owner for the time being of each lot is permitted to erect partitions and garage doors (herein after referred to as the "enclosures") to enclose each car parking space that form part of their lot subject to the following terms and conditions;

- (a) The owners of any lot proposing to undertake the installation of any enclosures 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 enclosures are to be installed;
- (b) the enclosures shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the style and design of the first of any one type of the enclosure to be notified to the secretary or the strata managing agent will, if it complies with subclause (1)(a) to (1)hereof, shall set the precedent for any other similar installations of enclosures that may be proposed elsewhere in the strata scheme;
- (d) the owners of any lot undertaking the installation of any enclosures must obtain all necessary permits, licenses or consents required by local authority or statutory or lawful authority for such installation;
- (e) the owners of any lot installing any enclosures must ensure that they comply with all current fire safety regulations and are at all times maintained so as to comply with such regulations and any future fire safety or other regulations that may be imposed upon such installations;
- (f) in compliance with subclause (e) all enclosures must be of a suitably pervious material that does not interfere with the free flow of air throughout the garage area of the strata scheme;
- (g) the installation of any enclosures must be effected in a workmanlike manner by licensed and insured tradespersons;
- (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any enclosures 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 enclosures 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 owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before any enclosures are to be replaced or renewed;
- (k) all paint, stain and trim finished applied to the enclosures shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the owners corporation;
- (l) the walls and door/s and all attendant mechanisms for the mounting of the walls and door/s of any enclosure must be located wholly within the boundary of the lot car parking space except where there is an adjoining lot carparking space and the owner of the adjoining space gives written consent to the owners corporation to the mounting of the walls on the centre-line of the boundary between the adjoining lot car parking spaces.



*[Handwritten signature]*

Form: 15CB  
Release: 3.0  
www.lpma.nsw.gov.au

## CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 1  
Real Property Act 1900



AF394781M

**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 76516

(B) **LODGED BY**

Document Collection Box  <b>W</b>	Name, Address or DX, Telephone, and Customer Account Number if any  STRATA OWNERS SERVICES PTY LTD P O BOX 181 BEXLEY NSW 2207 PHONE: 9540-0600  Reference: SP 76516	CODE  <b>CB</b>
---	---	-----------------------

- (C) The Owners-Strata Plan No. 76516 certify that pursuant to a resolution passed on 16 December 2009 and  
(D) in accordance with the provisions of SECTION 47 OF THE STRATA SCHEMES MANAGEMENT ACT 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. NOT APPLICABLE  
Amended by-law No. BYLAW 36  
as fully set out below:

SEE ANNEXURE HERETO

- (F) The common seal of the Owners-Strata Plan No. 76516 was affixed on 24 March 2010

in the presence of—

Signature(s):

Name(s): CARMEN HALLORAN

STRATA MANAGER



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**STRATA SCHEME NO. 76516**  
**ANNEXURE TO CHANGE OF BY-LAWS**

**BYLAW 36 – SIGNAGE**


Definitions:

1. In this by-law "signage" means anything in written and / or picture or symbol form.
2. "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environment Planning & Assessment Act 1979
3. Where any term used in this by-law is defined in the Strata Schemes Management Act 1996, such terms have the same meaning as those words are given under the Act.

"An owner or occupier of a commercial or residential lot must not install, affix or keep any signage on any part of the lot or common property, or any part of a lot visible from another lot or the common property, or allow such signage to be installed, affixed or kept except in compliance with the following terms and conditions:-"

Terms & Conditions

1. Before installing or affixing signage the owner or occupier must:-
  - a) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications; and
  - b) Obtain the written approval of the Owners Corporation to the location, type and style of the proposed signage
2. In installing or affixing signage the owner or occupier must:-
  - a) Comply with all conditions of approval of the Council
  - b) Comply with all conditions of approval of Owners Corporation
  - c) Carry out the installation or affixing in a proper and skilful manner
3. The owner or occupier must maintain the signage and all associated fittings and fixture in a state of good and serviceable repair and appearance, and must renew or replace it when necessary.
4. The owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, affixing, maintenance, replacement, repair, renewal or removal of signage.
5. The owner or occupier must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the signage had not been installed or affixed.





6. The owner or occupier may remove the signage but must repair any damage caused to the common property or the property of the owner or occupier of another lot, occurring in the removal.

The Common Seal of the Owners-Strata Plan No. 76516 )  
was affixed on 24 March 2010 in the presence of )

Signature:



Name: Carmen Halloran  
being the person authorised by section 238 of the Strata Schemes Management Act 1996 to  
attest the affixing of the seal.

Form: 15CB  
Release: 3.0  
www.lpma.nsw.gov.au

**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 1,  
Real Property Act 1900



**AG213871B**

**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/SP76516	
(B) LODGED BY	Document Collection Box <i>1.2</i>	Name, Address or DX, Telephone, and Customer Account Number if any STRATA OWNERS SERVICES PTY LTD P O BOX 181 BEXLEY NSW 2207 PHONE 9540-0600 Reference: SP76516
		CODE <b>CB</b>

(C) The Owners-Strata Plan No. 76516 certify that pursuant to a resolution passed on 07 December 2010 and

(D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—

(E) Repealed by-law No. BYLAW 33

Added by-law No. NOT APPLICABLE

Amended by-law No. NOT APPLICABLE

as fully set out below:

(F) The common seal of the Owners-Strata Plan No. 76516 was affixed on 05 May 2011 in the presence of—

Signature(s): *Carmen Halloran*

Name(s): CARMEN HALLORAN STRATA MANAGING AGENT



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Form: 15CB  
Release: 3.0  
www.jpma.nsw.gov.au

## CHANGE OF BY-LAWS

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



AH491626J

**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 98B 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 76516

(B) **LODGED BY**

Document  
Collection  
Box

495R

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

LLPN: 123354Y

BY-LAW EXPRESS

GPO BOX 751, SYDNEY NSW 2001

PHONE: 9252 0107

Reference:

CODE

CB

(C) The Owners-Strata Plan No. 76516 certify that pursuant to a resolution passed on 05 December 2012 and

(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No. 5, 16 and 36

Added by-law No. 5, 16 and 36

Amended by-law No. NOT APPLICABLE

as fully set out below:

(See Annexure hereto)



(F) The common seal of the Owners-Strata Plan No. 76516 was affixed on 07 January 2013 in the presence of—

Signature(s):

Name(s): DELISHIA LEANAGE

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

*W*

**STRATA SCHEME NO 76516**  
**ANNEXURE TO NOTIFICATION OF BY-LAWS**

By-law 5 is repealed and replaced with the following:

**BY-LAW 5 - Damage to Common Property**

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

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 76516 was affixed on the 07<sup>th</sup> day of January 2013 in the  
presence of

Names: DELISHIA LEANAGE

Signatures: \_\_\_\_\_

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



part of the common property and that services the lot, and

- (c) as the Owners Corporation has determined by the special resolution adopting this by-law that it is inappropriate to maintain, renew, replace or repair the property now referred to below in subclauses (i) and (ii) of this subclause (c) and that its decision will not affect the safety of any building, structure or common property in this strata scheme or detract from the appearance of any property in this strata scheme, the owner of a lot must:
- (i) ensure that any common property tiles on any part of lot that is exclusively used by persons residing in that lot are kept clean to the extent that, should any failure to do so require repairs, renewal or re-tiling to be carried out, then the same must be done at the sole cost and expense of the owner of that lot, and
  - (ii) ensure that the tracts of all common property balcony doors and the locking devices of the same and any other exterior door on the lot are maintained in a good state of repair and are lubricated or otherwise treated so that all work in a proper manner to the extent that, should any failure to do so require repairs, renewal or replacement to be carried out, then the same must be done at the sole cost and expense of the owner of that lot.

By-law 16 is repealed and replaced with the following:

**BY-LAW 16 - Keeping of Animals**

1. Subject to section 49(4), an owner or occupier of a lot must not keep any animal (except a cat, small dog, 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 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. Ensure the animal does not create any noise on the 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;

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 76516 was affixed on the 07<sup>th</sup> day of January 2013 in the  
presence of

Names: DELISHIA LEANAGE

Signatures: \_\_\_\_\_

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.





and  
d. Carry the animal when it is on the common property.

3. The prior clauses 1 & 2 shall only apply to the cat or small dog an owner or occupier was keeping on the lot on 8 December 2011 as thereafter an owner or occupier shall not keep any cat or dog, small or otherwise on the lot.

PROVIDED THAT this sub-clause 3 shall not apply to the following:

- a) S Fedulov and N Dimintrieva or the survivor of them whilst remaining the owner and occupier of Unit 503, Lot 29; or  
b) I and S Johanson or the survivor of them whilst remaining the owner and occupier of Unit 704, Lot 44.

By-law 36 (Dealing No AF394781M) is repealed and replaced with the following:

**BY-LAW 36 - Signage**

1. In this by-law "signage" means anything in written and/or picture or symbol form.  
2. "Council" means the State or local Government Body or Planning Authority with authority to determine applications under the Environment Planning & Assessment Act 1979.  
3. Where any term used in this by-law is defined in the Strata Schemes Management Act 1996, such terms have the same meaning as those words are given under the Act.

An owner or occupier of a commercial or residential lot must not install, affix or keep any signage on any part of the lot or common property, or any part of a lot visible from another lot or the common property, or allow such signage to be installed, affixed or kept except in compliance with the following terms and conditions:

**Terms & Conditions**

1. Before installing or affixing signage the owner or occupier must:  
a) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications;  
and

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 76516 was affixed on the 07<sup>th</sup> day of January 2013 in the  
presence of

Names: DELISHIA LEANAGE

Signatures: \_\_\_\_\_

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



- b) Obtain the written approval of the Owners Corporation to the location, type and style of the proposed signage.
2. In installing or affixing signage the owner or occupier must:
  - a) Comply with all conditions of approval of the Council.
  - b) Comply with all conditions of approval of the Owners Corporation.
  - c) Carry out the installation or affixing in a proper and skilful manner.
3. The owner or occupier must maintain the signage and all associated fittings and fixture in a state of good and serviceable repair and appearance, and must renew or replace it when necessary.
4. The owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, affixing, maintenance, replacement, repair, renewal or removal of signage.
5. The owner or occupier must indemnify the Owners Corporation and the owners and occupiers of the other lots against any liability or expense that would not have been incurred if the signage had not been installed or affixed.
6. The owner or occupier may remove the signage but must repair any damage caused to the common property or the property of the owner or occupier of another lot, occurring in the removal.

#### Prohibitions

1. An owner or occupier of any lot must not install, affix or keep on any lot or the common property any signage or allow or authorise such signage to be installed, affixed or kept, offering advertising, or in any manner indicating, that any part thereof, or any commercial or business activity carried on, within or on any lot, is for sale, lease or rental.

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 76516 was affixed on the 07<sup>th</sup> day of January 2013 in the  
presence of

Names: DELISHIA LEANAGE

Signatures: \_\_\_\_\_



being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.

Form: 15CB  
Release: 3.0  
www.lpma.nsw.gov.au

**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



**AJ313958F**

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 88B 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 76516

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107	CODE  <b>CB</b>
	Reference:	

- (C) The Owners-Strata Plan No. 76516 certify that pursuant to a resolution passed on 10 December 2014 and  
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-laws 1, 2 & 3  
Amended by-law No. 2  
as fully set out below:

(See Annexure hereto)

- (F) The common seal of the Owners-Strata Plan No. 76516 was affixed on 23 February 2015 in the presence of—

Signature(s):

Name(s): LILIA OLSON

DULY AUTHORISED OFFICER



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**STRATA SCHEME NO 76516**  
**ANNEXURE TO NOTIFICATION OF BY-LAWS**

**By-law 2 is amended as follows:**

The following are the changes to be made to the current By-law 2:-

Add under "Definitions" the following as an additional item:-

- (iii) "Visitors Parking" shall include any car space in respect of which the Owners Corporation has permission to use for the parking of vehicles for a Visitor.

Clause 1: After the word "park" in the first line add "a vehicle"

Clause 3: In the first line after the 4<sup>th</sup> last word "on" delete the rest and replace it with "any car space the Executive Committee has resolved from time to time to be designated as Visitors Parking."

Clause 5: At the end of line, 3 delete all words after the word "hours" and add in their place - "on any one occasion nor within 24 hours of the completion of the time of the parking on that occasion."

The By-law as amended would then read as follows:-

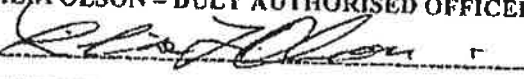
**Definitions:**

In this by-law

- i. "Visitor" means a caller or guest but does not include an occupier
  - ii. "Occupier" means a person whose principal place of residence is within a lot
  - iii. "Visitors Parking" shall include any car space in respect of which the Owners Corporation has permission to use for the parking of vehicles for a Visitor.
- I. An owner or occupier of a lot must park on the car space forming part of his lot but may permit another person to park on his lot subject to the owner of the lot accepting all responsibility for any damage to person or property or otherwise arising therefrom.

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILJA OLSON - DULY AUTHORISED OFFICER--

Signatures: 

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



2. An owner or occupier of a lot must not park or stand any motor vehicle on common property unless written approval to do so is given by the Owners Corporation.
3. An owner or occupier of a lot must not park any motor vehicle on any car space the Executive Committee has resolved from time to time to be designated as Visitors Parking.
4. An owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle on the common property, other than the Visitors Parking area.
5. Unless approval is otherwise given by the Owners Corporation an owner or occupier of a lot shall not permit a visitor of the owner or occupier to park or stand a motor vehicle on the Visitors Parking area for longer than 24 hours on any one occasion nor within 24 hours of the completion of the time of the parking on that occasion.

#### SPECIAL BY-LAW 1 - Storage on Car Spaces


##### *Definitions:*

In this By-law

- (i) "car space" shall mean a car space for a residential lot as shown on "GROUND LEVEL (CAR PARKING AND STORAGE)" on Strata Plan No. SP 76516 and on which a vehicle is allowed to be parked;
  - (ii) "occupier" shall mean a person residing in a residential lot or the guest of such occupier.
1. No occupier shall store or place any goods, equipment, or material of any nature whatsoever other than a motor vehicle on a car space without the written approval of the Executive Committee ("the EC") previously obtained.
  2. In furtherance of the preceding clause, upon any such application for approval being made, the EC may refuse to grant any such approval in its absolute discretion and without assigning any reason for such refusal.

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILIA OLSON - DULY AUTHORISED OFFICER--

Signatures: 

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



3. In the event that any occupier is, as at the date of the passing of the Special Resolution adopting this Special By-law, in contravention of Clause 1 of this By-law, such occupier shall either remove such offending items within 28 days of the date of the said Special Resolution or make a written application to the EC in accordance with Clause 2 of this By-law. If such application is refused, the occupier shall remove all such offending items within 28 days of the date of the receipt by the occupier of written advice of such refusal.
4. The provisions of this By-law shall not apply to any car space that has been fully enclosed pursuant to Special By-law 37.

### **SPECIAL BY-LAW 2 - Residents Moving In or Out**

#### ***Definitions:***

In this by-law:-

- i. "EC" means the Executive Committee for the time being of SP 76516;
- ii. "lot" shall mean a lot in SP 76516 used for residential purposes;
- iii. "OC" means The Owners- Strata Scheme SP 76516;
- iv. "person" shall include a company, firm or similar entity;
- v. "rent" or any derivative of that word shall include a person to occupy a lot without necessarily paying for such occupation;
- vi. "SM" means the Strata Manager for the time being of SP76516; and
- vii. "tenant" shall include any person the owner of a lot has permitted to reside in the lot;

Where any term used in this by-law is defined in the Strata Schemes Management Act 1996 ("the Act"), such terms shall have the same meaning as those words are given under the Act.

#### **1 Owner moving out:**

- a) An owner resident shall give not less than seven (7) days written notice to the EC of the date on which the owner intends to vacate the owner's lot by leaving such written notice in the mail box of any one of the Chairperson, Secretary or Treasurer of the EC residing in a lot or, if none is so residing or have been so elected to the EC, then by serving the same on the SM;

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 76516 was affixed on the 23 day of February 2015 in the presence of

Names:---LILIA OLSON - DULY AUTHORISED OFFICER--

Signatures:\_\_\_\_\_

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.





- b) In the event that the EC has resolved a procedure to be followed for a moving out, the owner shall carry out such procedure during the moving out and will be responsible, whether or not details of that procedure have been supplied to the owner, for the cost of the making good of any damage to any common property during the moving out;
- c) In the event of the owner authorising a person to attend to the moving out, the owner, when serving the written notice referred to in a) above, shall provide, in such written notice, details of the name, address, contact phone numbers and any email or similar communication for such person and the provisions of b) above will apply as if it was the owner attending to such moving out.

**2. Tenant moving out:**

- a) In the event that the owner has rented the owner's lot and has a person managing the rental of it ("the agent"), the owner or the agent, once aware that the tenant is about to move out, shall give the written notice referred to in sub-clause 1 a);
- b) The provision of sub-clauses 1 b) and c) shall then apply as if they form part of this sub-clause as it will be the responsibility of the owner to either comply with the same or ensure that the agent so complies;
- c) In addition to the provisions of the preceding sub-clauses a) and b), the owner or the agent shall give written notification to the EC or the SM of two (2) alternative times and dates on business days and at times during business hours of the availability of access for the purposes of allowing an inspection by the EC or the SM of the subject lot to determine the state of repair and condition of any area that is common property or whether a breach or non-compliance with any of the By-laws has been committed, in which event the owner shall be required at the owner's expense to remedy or make good the same or reimburse the OC should it be required to so do.

**3. Owner moving in:**

In the event that the EC has resolved a procedure to be followed for a moving in and the EC or the SM has become aware that a person is purchasing a lot(" the new Owner")for the purpose of residing in it and also of some method of contacting that person, the owner shall carry out such procedure during the

THE COMMON SEAL of THE OWNERS - STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILIA OLSON - DULY AUTHORISED OFFICER--

Signatures:  \_\_\_\_\_

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



moving in and will be responsible, whether or not details of that procedure have been supplied to the owner, for the cost of the making good of any damage to any common property during the moving in;

**4. Tenant moving in:**

In the event that the owner has rented the lot and has a person managing the rental of it ("the agent"), and if the EC has resolved a procedure to be followed for a moving in, once the owner or the owner's agent is aware that the tenant is about to move in, the owner or the agent shall give the written notice of the moving in the same manner as referred to in sub-clause 1 a).

**5. Payment of moving in or out fee to the OC:**

A fee of One hundred dollars (\$100.00), or such other amount as the EC shall from time to time decide on, shall be payable to the OC to defray expenses in the use of and wear and tear of the lift, the provision and fitting of protective covers to the lift interior, the loading dock and garage doors, other parts of the common property as well as compensation for the managing of additional rubbish and any control of the moving in or out.

This amount shall be payable by being debited to the Levy account of:-

- a) The Owner, if the owner is moving out;
- b) The Owner, if a tenant of that Owner is either moving in or out; or
- c) The new Owner of a lot, when the new Owner is moving in.

**6. Severance if found to be void etc.**

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

THE COMMON SEAL of THE OWNERS – STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILJA OLSON – DULY AUTHORISED OFFICER--

Signatures:\_\_\_\_\_

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



### **SPECIAL BY-LAW 3 - Approval Requirements & Conditions for Renovations**

#### ***Definitions:***

In this by-law:-

- i. "EC" mean the Executive Committee for the time being of SP 76516 which shall have absolute power to exercise the powers of the OC as referred to herein ;
- ii. "OC" shall mean The Owners- Strata Scheme SP 76516
- iii. "renovations" or "works" shall mean and include:
- iv. any alterations of any type to the internal partitioning of a lot;
- v. the replacement of any part of such partitioning;
- vi. the repair or replacement of any surfaces of the floor of a lot, other than the carpet or floating floor boards, but shall be inclusive of tiled floors & on other surface areas whether or not attached to common property as well as covered by materials similar to but not the same as ceramic tiles other than painting or wall papering or similar covering of internal walls;
- vii. "lot" shall mean a lot in SP 76516;
- viii. "owner" shall mean the owner of a lot as defined in the preceding definition; and
- ix. "SM" means the Strata Manager for the time being of SP 76516.

Where any term used in this By-law is defined in the Strata Schemes Management Act 1996 ("the Act"), such terms shall have the same meaning as those words are given under the Act.

Where a term of this By-law is inconsistent with any By-law applied to SP76516, then the provisions of this By-law shall prevail.

1. Application for Approval to be made:  
An owner of a lot desiring to make renovations within that lot shall give not less than one (1) calendar month's written notice of such proposed renovations and full details of the same by serving such notice on the SM or, if there is no SM, then on the OC;
2. Commencement of renovations:  
No such renovations shall be commenced until the Application for Approval has been determined;

THE COMMON SEAL of THE OWNERS – STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILIA OLSON – DULY AUTHORISED OFFICER---

Signatures: 

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



3. Further details of renovations may be required:  
Prior to considering the Application for Approval, the OC may require the owner to provide such further details as it may reasonably require for that consideration;
4. Approval may be subject to conditions:  
If the OC approves the Application, it shall be entitled, in its discretion, to impose such terms and conditions as it thinks are reasonably required for the proper manner for the carrying out of the renovations and the convenience, safety and comfort of other residents of SP 76516 or any adjoining premises;
5. Reasons for refusal:  
In the event that the Application for Approval is refused, the OC shall give the owner its reasons for such refusal unless such renovations affect common property, in which event no such reasons need be given;
6. Conditions the OC may impose:  
Without limiting the powers of the OC in imposing conditions, it may impose conditions such as:-
  - a) The hours and days of the weeks during and on which such renovations may be carried out;
  - b) The manner in which materials to be used in the renovations are to be moved through common property and the hours and days of the week such moving shall be permitted;
  - c) The arrangements the owner is required to make for any storage of such materials or the placement of any waste bins if consent to this is given;
  - d) That no cutting, mixing, preparation or any other work is to be conducted on the common property;
  - e) That 2 business days notice is to be given to the EC of any noisy works such as jack hammering or the use of pneumatic tools;
  - f) That an EC member will be permitted to inspect the work during the times it is being done or at any other reasonable time;

THE COMMON SEAL of THE OWNERS -- STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILIA OLSON -- DULY AUTHORISED OFFICER--

Signatures:\_\_\_\_\_

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



- g) The production to it of any evidence of the obtaining of any necessary approval of any statutory or private or other authority having jurisdiction over all or any part of the work to be done or having been done;
  - h) That the owner, by proceeding with the renovations, without the necessity of any formal deed of indemnity being entered, into accepts the condition that the owner indemnifies the OC against any claims made against the OC howsoever arising from the carrying out of such renovations and that this indemnity can be pleaded in the defence of any such claims;
  - i) That the owner reimburses the OC for any expenses it incurs in seeking reasonable professional or tradesperson's advice the OC may require in the granting of approval, the type of conditions to be imposed, the materials to be used, the manner in which the work is to be done or as are otherwise considered reasonably necessary and applicable for renovations of that nature in premises such as SP 76516;
  - j) The payment of any other expenses the OC may otherwise reasonably incur in respect of the approval for and imposition of conditions in respect of the renovations; and
  - k) The payment of any amount the OC may reasonably consider necessary as a bond to ensure compliance with and fulfillment of these terms and conditions.
7. Use of qualified workers and compliance with certain standards.  
The owner must, in respect of the work being done:-
- a) use duly licensed employees, contractors or agents;
  - b) Ensure the work is conducted in a proper and workmanlike manner and comply with the then current Australian Building Codes and Standards; and
  - c) Ensure the work is carried out expeditiously and with a minimum of disruption.

THE COMMON SEAL of THE OWNERS – STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILIA OLSON – DULY AUTHORISED OFFICER--

Signatures: 

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.



8. Condition as to common property being affected:

Where the renovations are for the alteration, replacement or refurbishing of or affecting common property such as, but not to the exclusion of others, tiles or similar materials attached to the surface of floors or walls or cupboards of any type, the OC may impose a condition requiring the owner to provide appropriate and necessary written consent to and pay all costs associated with the creation and registration of a By-law conferring on the owner the rights and privileges under Section 51 of the Act for the use and enjoyment of the common property or any part of it as decided by the OC, whether all or any part of it is affected by such renovations, and the requirement for the passing of any Special Resolution, whether or not subsequently passed, and, if passed, inclusive of the acceptance by the owner of the imposition of, under Section 53 of the Act, the responsibility for the future proper maintenance of, and keeping in a state of good and serviceable repair, such common property.

9. Severance if found to be void etc.

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

THE COMMON SEAL of THE OWNERS – STRATA PLAN  
NO 76516 was affixed on the 23 day of February 2015 in the  
presence of

Names:---LILIA OLSON – DULY AUTHORISED OFFICER--

Signatures:-----

being the persons authorised by Section 238 of the Strata Schemes  
Management Act 1996 to attest the affixing of the seal.





Form: 15CB  
Release: 3/2**CHANGE OF BY-LAWS**New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900**AK250508M**

**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/SP76516		
(B) LODGED BY	Document Collection Box  <b>779B</b>	Name, Address or DX, Telephone, and Customer Account Number if any  ALEX ILKIN & CO PO BOX 141 MORTDALE NSW 2223  Reference: KERLIN F:7802	CODE   <b>CB</b>

- (C) The Owners-Strata Plan No. 76516 certify that pursuant to a resolution passed on 09 December 2015 and
- (D) in accordance with the provisions of ss 51 & 52A of the Strata Schemes Management Act 1996 (NSW) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BYLAW NO 4  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

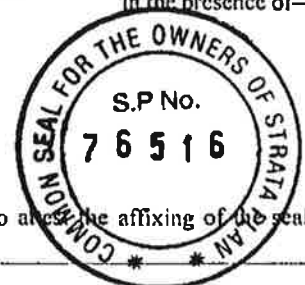
PLEASE SEE ANNEXURE "A"

- (F) The common seal of the Owners-Strata Plan No. 76516 was affixed on 22 FEB 2016 in the presence of—

Signature(s):

Name(s): LILIA OLSON

STRATA MANAGER



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to affix the affixing of the seal.

**ANNEXURE "A": KERLIN & SP 76516**

**LOT 46 PREVIOUS IMPROVEMENTS** <sup>(F7602)</sup>

- (1) **THAT** by special resolution pursuant to ss 51 & 52A of the Strata Schemes Management Act 1996 (NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged by the owners corporation at the Registrar General's office for registration in accordance with s 48:

**SPECIAL BYLAW NO. 4: WORKS COMPLETED BYLAW**

(a) **DEFINITIONS**

- (i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- (A) "Act" means the Strata Schemes Management Act 1996 (NSW);
- (B) "Authority" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot;
- (C) "Insurance" means before and during the removal, repair or replacement of the Works, the licensed contractor has in place:
- (aa) a Construction Liability Insurance policy providing cover for:
- \* physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris;
  - \* the contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$10 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance");
- (bb) Workers' compensation insurance for employees of the contractor;
- (cc) Home building insurance for the works pursuant to the Home Building Act 1989 (NSW);
- (D) "Lot" means Lot 46 in SP No 76516;
- (E) "Owner" means the owner for the time being of the Lot including successors in title;
- (F) "Works" means, in relation to the Lot, the works to the shower of the Lot:
- \* as stated in the tax invoice of Rhinoseal (George Moschos) date due 29 May 2015, a copy which is annexed and marked "A1";
  - \* installation of a new shower screen, the location of which



2

shower is shown in the plan annexed and marked "A2";

\* recarpet the Lot due to a water leak;

- (ii) Where any terms are used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

(b) RIGHTS

The Owner of the Lot is conferred with the special privilege in respect of the common property to retain the Works SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(i) INDEMNITY

At all times, the Owner shall indemnify the owners corporation against the following:

- (A) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;
- (B) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works;

(ii) DAMAGE AND INSURANCE CLAIMS

- (A) At the request of the owners corporation, the Owner must promptly make good any damage to the common property in the strata scheme to the extent that such damage was caused directly by the Works or by the altered condition of the common property or lots deriving from the Works;
- (B) The Owner must promptly make good any damage to any lot in the strata scheme and its contents to the extent that such damage was caused directly or indirectly by the Works;
- (C) In respect of the home building insurance policy the Owner must apply the proceeds of a claim to the repair or completion on the Works, or to reimbursement for their prior repair or completion by the owners corporation; and
- (D) In respect of the home building insurance and construction risk insurance (if any was effected), the owners corporation, at its option may make and conduct any claim against an insurer in respect thereof;

(iii) COMMON PROPERTY MAINTENANCE

At all times, the Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works;



Alex Ilkin & Co, Lawyer & Conveyancer, 3/13 Morts Road Mortdale Ph: 9580-9199

(iv) APPEARANCE

The Owner must not keep or allow to be kept upon the Works anything which when viewed from outside the Lot is not in keeping with the rest of the building;

(v) OWNER'S FIXTURES

At all times:

- (A) the Works shall be and remain Owner's fixtures;
- (B) the Owner must maintain the Works in a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require, as they become worn out, damaged, defaced or inoperable;

(vi) DAMAGE CAUSED BY MAINTENANCE, REPAIR OR RENEWAL OF THE WORKS

- (A) The Owner is liable and remains liable for any damage to the extent it is caused to any part of the common property or to any other lot in the strata scheme as a result of the maintenance and keeping in a state of good and serviceable repair of the common property as required;
- (B) The Owner is liable and remains liable for any damage to the extent it is caused to any part of the common property or to any other lot in the strata scheme as a result of the removal of part or all of the Works;
- (C) The Owner must take all steps as are necessary to make good damage within a reasonable time after it has occurred;

(vii) BEFORE REPAIR OR REPLACEMENT OF THE WORKS

Before repair or replacement of part or all of the Works may occur, the Owner must:

- (A) obtain all necessary approvals from any Authorities and provide a copy to the owners corporation;
- (B) ensure that they and/or their contractors (as applicable) effect and maintain Insurance and provide a copy to the owners corporation;
- (C) obtain the owners corporation's approval (not to be unreasonably withheld or delayed) for the proposed employees, contractors and agents to be used to perform the Works and to facilitate that approval, the Owner must provide the owners corporation with:
  - (aa) details of the main contractors that the Owner proposes to use to perform the repair or replacement works, including name, contact details and licence number together with a copy of their licence;
  - (bb) evidence that each contractor has in place the Insurances;

(viii) DURING REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS

Whilst part or all of the Works are being removed, repaired or replaced, the



Owner must:

- (A) use only duly licensed contractors approved by the owners corporation to conduct the removal, repair or replacement of the Works and supply their contact details (including name, contact details, licence number and telephone number) before each of them commences their work;
- (B) ensure any removal, repair or replacement of the Works is conducted in a proper and workmanlike manner and complies with the current Building Code of Australia and the Australian Standards and the law;
- (C) use reasonable endeavours to cause as little disruption as possible;
- (D) only perform any removal, repair or replacement of the Works during the times of 8am to 5pm Monday to Friday or such other times as reasonably approved by the owners corporation;
- (E) transport all construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (F) protect all affected areas of the building outside the Lot from damage relating to the repair or replacement of the Works or the transportation of construction materials, equipment and debris;
- (G) keep all affected areas of the building outside the Lot clean and tidy and remove all debris from the building;
- (H) allow a representative of the owners corporation (including contractors and advisers appointed by the owners corporation) to inspect the Lot during the course of such removal, repairs or replacement in accordance with an inspection schedule agreed upon with the owners corporation;
- (I) ensure that the removal, repair or replacement of the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this bylaw and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (J) not vary the repair or replacement of the Works without first obtaining the consent in writing from the owners corporation;

(ix) AFTER REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS

After the Works have been removed, repaired or replaced, the Owner must without unreasonable delay:

- (A) notify the owners corporation that the removal, repair or replacement of the Works has been completed;
- (B) notify the owners corporation that all damage, if any, to any lot and common property caused by the removal, repair or replacement of the Works and not permitted by this bylaw has been rectified;



- (C) provide the owners corporation with a copy of any certificate or certification required by an Authority to certify the removal, repair or replacement Works; and
- (D) provide the owners corporation with proof that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this bylaw;

(x) INDEMNITY

The Owner must keep the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property or other property or person insofar as such injury, loss or damage arises out of:

- (A) the failure to maintain and keep in a state of good and serviceable repair the common property; and
- (B) the removal, repair or replacement of part or all of the Works;

(xi) COMPLETION CERTIFICATES

Within 28 days of registration of this bylaw of the Works (defined as being when the Owner's licensed contractor issues a certificate of practical completion or the like to the Owner, a copy of which certificate the Owner must immediately give to the owners corporation), a certificate of the contractor to the owners corporation to the effect that the Works have been performed in a proper and workmanlike manner and comply with the Building Code of Australia and Australian Standards;

(x) LEGAL COSTS PAYABLE BY OWNER

The Owner must promptly pay the owners corporation's reasonable costs incurred in registration of this bylaw.

(xi) BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act carry out such condition, may enter upon any part of the parcel and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

\*\*\*\*\*  
(See annexures "A1" & "A2")

List of Annexures:

- "A1": Tax Invoice of Rhinoseal (George Moschos) dated 29 May 2015; and
- "A2": Plan.







**Rhino Seal (George Moschos)**  
 PO BOX 3380 , BANGOR NSW  
 2234  
 PHONE: 0478 956 892  
 EMAIL: george@rhinoseal.com.au

**TAX INVOICE**

ABN: 82 973 840 131

**INVOICE NUMBER 1703**

<b>BILL TO</b>	<b>INVOICE DATE</b> 12th June 2015
Janet Grech McGrath Property Management 2 Wilbar Avenue, Cronulla NSW 2230	<b>DUE DATE</b> 29th May 2015 <i>AI</i>
Job Contact: Janet Grech	<b>YOUR P.O NUMBER</b> Job No.32549
Phone:85363444	<b>AMOUNT DUE</b>

WORK CARRIED OUT AT: 581-587 Kingsway, Miranda NSW 2228, Unit 706

**DETAILED DESCRIPTION OF WORK**

Shower leaking very badly needs to be acted on fairly quickly before more damage occurs.  
 Shower membrane has failed, cement screed under tiles acting like a sponge and releasing water in front of door threshold if not repaired soon you may lose carpet and damaging internal wall. Shower screen will also need to be replaced by others once job is finished. Shower screen is a frame less shower screen with no seals and leaking very badly.  
 Shower tray replacement

1. Remove existing shower screen and dispose off.
2. Remove existing tiled floor if required.
3. Make brick hob around perimeter of shower
4. Waterproof floor of existing shower and hob.
5. Apply bonding agent and waterproofing to shower floor and hob.
6. Glue new tiles with a flexible water resistant glue white tiles will be used.
7. Apply a polymer modified flexible waterproofing grout to floor, hob and wall of whole shower.
8. Apply 2 coats of heavy duty Hydro stop coating as to manufactures instructions to wall, floor, and hob of whole Shower.
9. Apply a water stop flexible bead around perimeter of shower floor wall junction to cater for building movement.
11. Fully detail, clean and disinfect bathroom.
12. Note all waterproofing and tiling to be done in accordance with Australian Standards

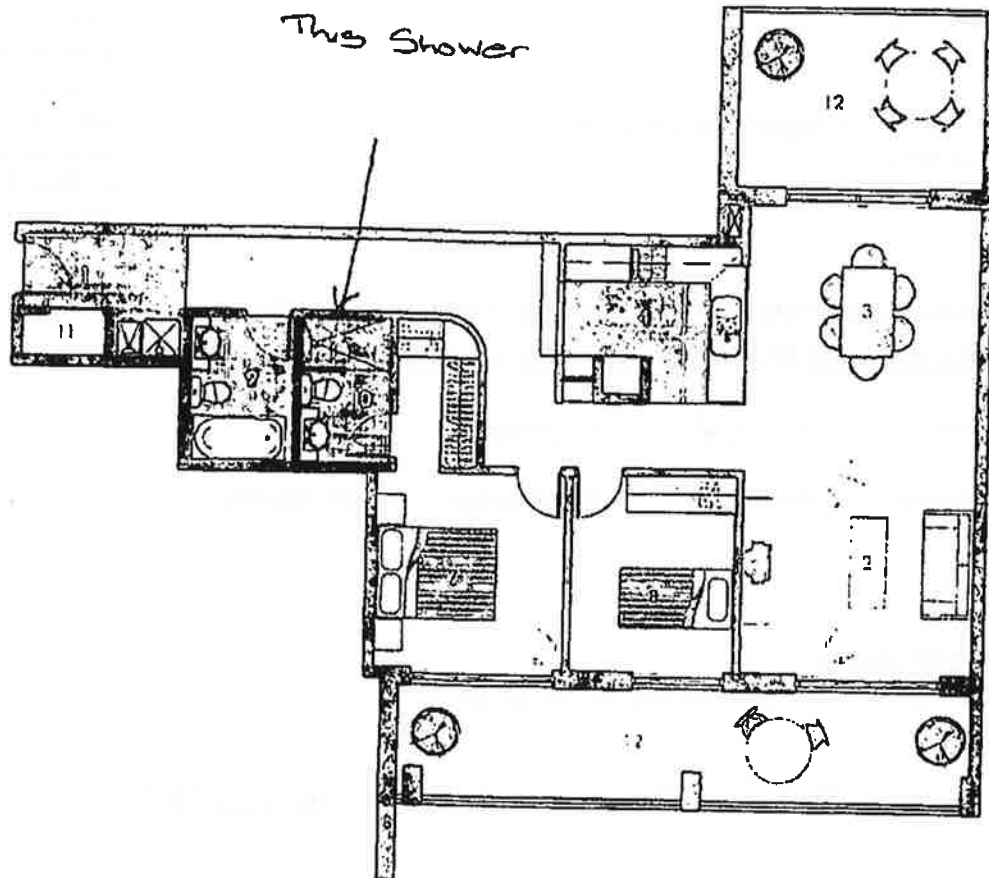
Note this system is a 4 tier system 1) flexible waterproof membrane applied to floor  
 2) Flexible rubberized grout which we Grout the whole wall and floor of shower  
 3) A clear waterproofed sealer on wall and floor of shower that is stain resistant and mould resistant. 4) Flexible mould resistant perimeter seal, we have had a 100% percent success rate



*LD*

KEY		
1	Entry	7 Main Bedroom
2	Living	8 Bedroom
3	Dining	9 Bathroom
4	Kitchen	10 Ensuite
5	Pantry	11 Storage
6	Laundry	12 Balcony

Internal area: 89.7m<sup>2</sup> Balcony area: 29.3m<sup>2</sup>  
Total area: 119.0m<sup>2</sup>



"A2"





**Applicant:**

David Petty Conveyancing Services  
PO Box 363  
MIRANDA NSW 1490

**Planning Certificate – Section 149(2) Certificate  
Environmental Planning and Assessment Act, 1979**

---

Certificate no:	e149:16/1993	Delivery option:	
Certificate date:	04/05/2016	Your reference:	DP:KF: 2016205

**Property:**

Lot 13 S/P 76516  
301/581-587 Kingsway MIRANDA NSW 2228

**Zone:**

**Sutherland Shire Local Environmental Plan 2015**

**Zone B3 Commercial Core**

**Notes:**

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

**Disclaimer:**

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

---

**INFORMATION PURSUANT TO SECTION 149(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

---

**1. Names of relevant instruments and DCPs**

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

**Sutherland Shire Local Environmental Plan 2015**

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

\* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

\* SEPP (Building Sustainability Index: Basix) 2004.

\* SEPP (Exempt and Complying Development Codes) 2008

\* SEPP (Affordable Rental Housing) 2009

\* SEPP No. 19 – Bushland in Urban Areas.

\* SEPP No. 21 – Caravan Parks.

\* SEPP No. 32 – Urban Consolidation (Redevelopment of Urban Land).

\* SEPP No. 33 – Hazardous and Offensive Development.

\* SEPP No. 39 – Spit Island Bird Habitat.

\* SEPP No. 50 – Canal Estates.

\* SEPP No. 55 – Remediation of Land.

\* SEPP No. 62 – Sustainable Aquaculture.

\* SEPP No. 64 – Advertising and Signage.

\* SEPP No. 65 – Design Quality of Residential Flat Development.

\* SEPP (Housing for Seniors or People with a Disability) 2004: (Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies).

\* SEPP (State Significant Precincts) 2005.

\* SEPP (Mining, Petroleum Production and Extractive Industries) 2007.

\* SEPP (Infrastructure) 2007.

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

**Draft State Environmental Planning Policy (Competition) 2010**

applies and aims to promote economic growth and competition and remove anti competitive barriers in planning and assessment.

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

\* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

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

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015  
Zone B3 Commercial Core**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Child care centres; Commercial premises; Community facilities;  
Educational establishments; Entertainment facilities; Function centres;  
Hotel or motel accommodation; Information and education facilities;  
Medical centres; Passenger transport facilities; Recreation facilities  
(indoor); Registered clubs; Respite day care centres; Restricted premises,  
Roads;

Any other development not specified in item (b) or (d).

- (d) Prohibited:

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal  
boarding or training establishments; Attached dwellings; Biosolids  
treatment facilities; Boat building and repair facilities; Boat launching

ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Marinas; Multi dwelling housing; Open cut mining; Recreation facilities (major); Resource recovery facilities; Rural industries; Rural worker's dwellings; Semi-detached dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recycling facilities; Water supply systems; Wholesale supplies.

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

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

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



(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

### **3. Complying Development**

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

#### **General Housing Code**

Complying development may be carried out on the land under the General Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

#### **Housing Alterations Code**

Complying development may be carried out on the land under the Housing Internal Alterations Code.

**Commercial and Industrial Alterations Code**

Complying development may be carried out on the land under the General Commercial and Industrial Code.

**Commercial and Industrial (New Buildings and Additions) Code**

Complying development may be carried out on the land under the General Commercial and Industrial Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

**Subdivisions Code**

Complying development may be carried out on the land under the Subdivisions Code.

**Rural Housing Code**

Complying development may be carried out on the land under the Rural Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**General Development Code**

Complying development may be carried out on the land under the General Development Code.

**Demolition Code**

Complying development may be carried out on the land under the Demolition Code.

**Fire Safety Code**

Complying development may be carried out on the land under the Fire Safety Code.

#### **4. Coastal Protection**

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

#### **4A. Information relating to beaches and coasts**

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
  - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
  - (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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

## **5. Mine Subsidence**

Is the land proclaimed to be mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act, 1961*?

No

## **6. Road Widening and Road Realignment**

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

(a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

## **7A. Flood related development controls information**

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

No

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

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

## **8. Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

## **9. Contribution Plans**

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).

- \* The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- \* The Miranda Core Commercial Land Contributions Plan applies to this property (Effective 13/03/07).
- \* The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

## **9A. Biodiversity certified land**

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995), a statement to that effect.

No

## **10. Biobanking agreements**

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

No

## **11. Bush fire prone land**

Is the land bush fire prone?

No

## **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No



### **13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

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

No.

### **14. Directions under Part 3A**

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

No

### **15. Site compatibility certificates and conditions for seniors housing**

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

### **16. Site compatibility certificates for infrastructure**

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

## **17. Site compatibility certificates and conditions for affordable rental housing**

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

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

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

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

- (a) Is the land significantly contaminated land within the meaning of that Act?

No

(b) Is the land subject to a management order within the meaning of that Act?  
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?  
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?  
No

(e) Is the land subject of a site audit statement within the meaning of that Act?  
No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.  
No

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal stroke extending to the right.

Mark Carlon  
Manager Environmental Planning

## SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **SUTHERLAND**SUBURB OF **MIRANDA**Copy of  
Diagram no. **539220**

## SYMBOLS AND ABBREVIATIONS

## INDICATES - DRAINAGE FITTINGS

	Manhole		P trap
	Chamber		Retro valve
	Lamp hole		Cleaning eye
	Boundary trap		Vent pipe
	Inspection shaft		Insert pipe
	P trap		Nose trap
	Grease interceptor		Junction
	Gully		Rising main

## INDICATES - PLUMBING FIXTURES &amp; OFF FITTINGS

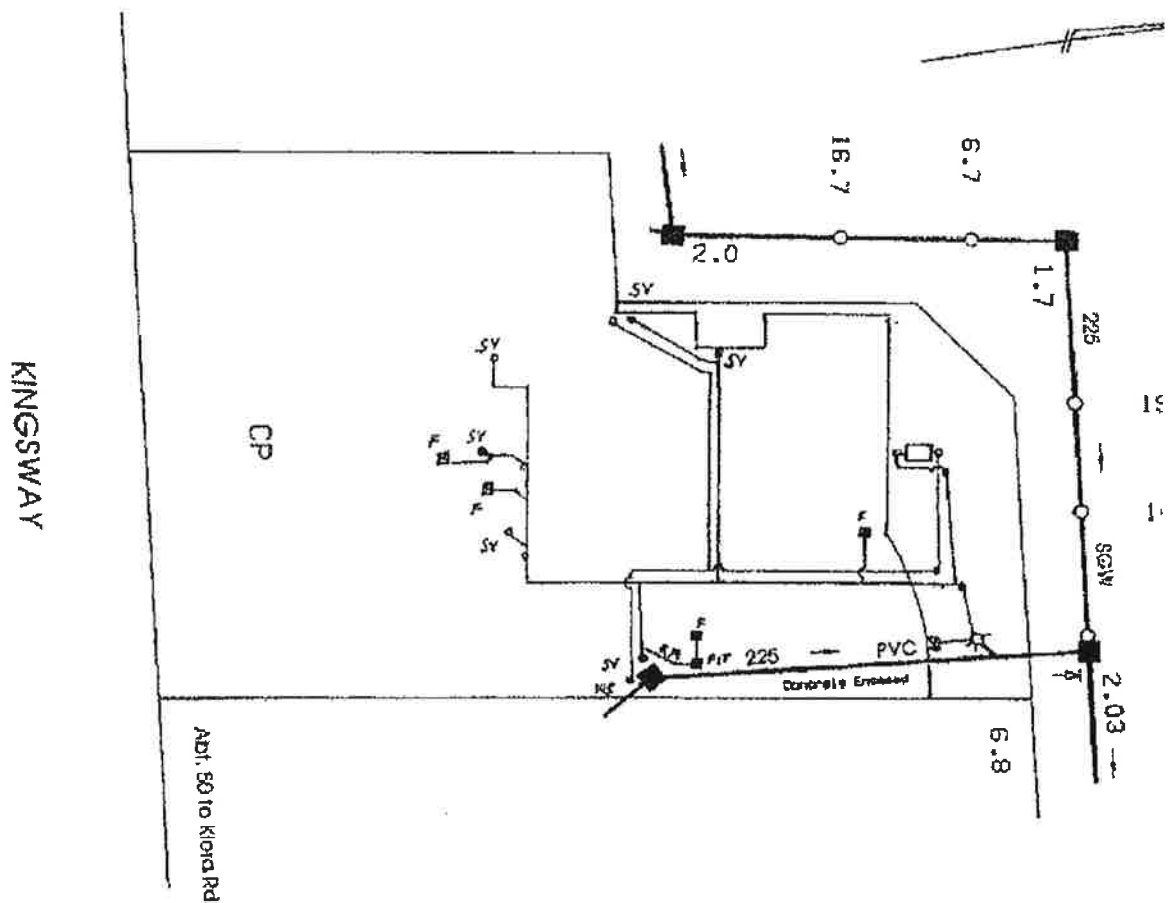
	Clean out		Bath
	Vent pipe		Shower
	Tube		Dishwasher
	Kitchen sink		Floor waste
	Water closet		Washing machine
	Bath waste		Bore sink
	Handbasin		Laid sink
	Soil vent pipe		Wave stack



## SEWER AVAILABLE

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

NOTE: The diagram only indicates availability of a sewer and only sewerage service as existing in the Board's records (By-Law 6, Clause 5)



Scale: Approx 1:500 Diagram/Notes in metres Pipe diameters in millimetres

Date JUL Sheet No.	DRAINAGE installed by	Date of issue	P. VALVE installed
	Inspector	Inspector	
	Cert. Of Compliance No.	Cert. Of Compliance No.	
	Field Diagram Examined by	Drainage	
	Tracing Checked by	Plumber	
		Boundary Trap	NOT REQUIRED For Regional Manager

NOTE: This diagram only indicates availability of a sewer and only sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewer, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Sydney Water's Building Offices.

24<sup>th</sup> September 2015

SAI Global Property Division Pty Ltd

Your Reference: 53060869

**Building Over/ Adjacent a Sydney Water Asset Letter**

Property: 581-587 Kingsway Miranda 2228  
Application no: 9241826

Dear Sir/Madam,

Sydney Water's records show that units on the above property were built over/adjacent to the sewermain with our approval and apparently in accordance with the conditions of that approval.

Sydney Water advises that under the State Records Act it is required to maintain records relating to building over/adjacent to Sydney Water assets for a maximum of twenty five (25) years.

Yours sincerely

Customer Connections  
Business Customer Services



From ..... *Purchasers Solicitor*To ..... *Vendors Solicitor*

Date:.....

**REQUISITIONS ON TITLE****2008 EDITION**

RE:..... Purchase From.....

Property .....

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.	
8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

REQUISITIONS	RESPONSE
<p>9. If the sale of the property is subject to an existing tenancy:-</p> <ul style="list-style-type: none"> <li>(a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.</li> <li>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</li> <li>(c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.</li> <li>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</li> <li>(e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</li> <li>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</li> </ul>	
<p>10. If the lot is sold "off-the-plan":-</p> <ul style="list-style-type: none"> <li>(a) The Vendor must provide the Purchaser before completion with:- <ul style="list-style-type: none"> <li>(i) an Occupation Certificate (or a copy) issued as required by Section 109M( 1 ) of the Environmental Planning and Assessment Act 1979.</li> <li>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</li> <li>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</li> <li>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</li> </ul> </li> <li>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</li> <li>(c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?</li> <li>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</li> <li>(e) The Vendor must comply with Clause 28 before completion.</li> </ul>	
<p>11. If the Vendor is an executor and/or trustee:-</p> <ul style="list-style-type: none"> <li>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</li> <li>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</li> <li>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</li> <li>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</li> </ul>	
<p>12. If the Transfer will be signed under Power of Attorney:-</p> <ul style="list-style-type: none"> <li>(a) Please produce before completion a copy of the registered Power of Attorney, and</li> <li>(b) Please provide written evidence of its non-revocation.</li> </ul>	
<p>13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6</p>	
<p>15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.</p>	

REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

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

#### DISCLAIMER

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsman for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

.....  
*Solicitor for Vendor*

