© 2022 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 - 4 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Singer Residential** **2/78 Railway Crescent, Jannali, NSW 2226** **Australia**	**Phone: (02) 9528 8738**
co-agent		
vendor	**Yuyan Fu**	
vendor's solicitor	**CYC & ASSOCIATES PTY LTD** **Suite 505, 208 Forest Road, Hurstville NSW 2220** **PO Box 301, Hurstville NSW 1481**	**Phone: 02 8021 8060** **Email: admin@cycassociates.com.au** **Fax:** **Ref: WY:S230531**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**101/50 Flora Street, Kirrawee, New South Wales 2232** **Registered Plan: Lot 7 Plan SP 102765** **Folio Identifier 7/SP102765**	
	☑ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐garage ☐carport ☑ home unit ☑carspace ☑storage space ☐ none ☐other:	
attached copies	☐documents in the List of Documents as marked or as numbered: ☐other documents:	

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

inclusions	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ 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)

Where there is more than one purchaser ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

Vendor agrees to accept a ***deposit-bond*** ☑NO ☐yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4): PEXA

Manual transaction (clause 30) ☑NO ☐yes

(if yes, vendor must provide further details,including any applicable exception, in the space below):

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

Land tax is adjustable ☐NO ☑yes

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

Margin scheme will be used in making the taxable supply ☑NO ☐yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☑ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 60

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

Conti Strata
INFO@CONTISTRATA.COM.AU
PO Box 443, CONCORD NSW 2137

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SECTION 66W CERTIFICATE

I, of , ,
certify as follows:

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

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **101/50 Flora Street, Kirrawee**, from **Yuyan Fu** to in order that there is no cooling off period in relation to that contract;

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

4. I have explained to **:**

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

(b) The nature of this certificate; and

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

Date

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

101/50 FLOREAT, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

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 the Act, section 66W, 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 the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

101/50 FLORA ST, KARAWEE 230

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

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

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

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

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

10/50 FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

101/50 FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

ORDER FIRST KIRRAWEE 232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

101/50 FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

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

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

ADVICE FIRST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

10/50 LEOPOLD ST KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

10150 FLORAST KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 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.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

101/50 FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

101/50 FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

101/50 FIGTREE ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

101 BOURKE ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 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.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 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.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

101/50 FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

NOTES FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a 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 burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 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.

30.8 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.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

10/80 FOREST ST KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

101/50 FLORA ST, KIRRAWEE 2232

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

CONDITIONS OF SALE BY AUCTION

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

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

(1) The following conditions are prescribed as applicable to and in respect of the sale of the land by auction of land:

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

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
(b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
(c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

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

32. Amendments to Standard Clauses

The Vendor and the Purchaser agree that the provisions of the printed form of Contract for Sale of Land (2022 Edition) shall be amended as follows:

Clauses 2.2: deleting the word "normally";
Clauses 6.2 and 6.3 are deleted;
Clause 7.1.1 is deleted and replaced with the words "any amount is claimed";
Clause 7.1.3: substituting "14" with "7".
Clause 7.2.1: substituting "10%" with "1%" in the first line;
Clause 8.1.1: deleting "on reasonable grounds";
Clause 8.1.2: deleting "that specifies … grounds";
Clause 10: inserting "or delay completion" after "terminate";
Clause 11.2: insert "other than on account of the Purchaser's breach" after "terminated";
Clause 14.4 is deleted.
Clause 18.7 is deleted.
Clause 20.6.5: inserting at the end "or if the fax is received by a party after 5.00 pm, whereby the document is deemed to be served on the next business day".
Clause 23.6.1: deleting the words "even if it is payable by instalments" and replacing with "to the extent of which is payable or falls due before the contract date. If any instalments fall due on or after the contract date the instalments are payable by the Purchaser."
Clause 23.9.1: deleting "1%" and substituting "5%" in the fourth line.
Clause 23.13 – the word "vendor" is replaced with "purchaser" and insert "on the vendor" after the word "certificate"; and Clause 23.14 is deleted.
Deletion of clause 24.3.3 entirely.

33. Agent

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

34. Notice to complete

(a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time

thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this period is considered reasonable by both parties. For this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

(b) In the event the vendor issues a Notice to Complete pursuant to this Clause, the Purchaser must allow an adjustment of $450.00 (including GST) in favour of the Vendor on Completion as the vendor's additional costs and service fees.

35. Purchaser acknowledgements

(a) The purchaser acknowledges that they are purchasing the property:

(i) In its present condition and state of repair;

(ii) Subject to all defects latent and patent;

(iii) Subject to any infestations and dilapidation;

(iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

(b) The purchaser is not entitled to make objections, requisitions or claims in respect to the condition of the property.

(c) The purchaser shall not require the vendor to carry out any work or expenditure of any money in respect of the property or improvements after exchange of contracts.

36. Purchaser's acknowledgement

The purchaser acknowledges that he/she does not reply upon any warranty or representations by the vendor or anyone else on behalf of the vendor, except as expressly provided in this contract. The purchaser acknowledges that he/she has relied entirely upon his/her own enquiries and inspections before entering this contract.

37. Death or incapacity

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

38. Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completion for any reason, other than the vendor's default, on or

before completion date then in addition to any other right which the vendor may have under this contract or otherwise, the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated daily on the balance of the purchase price, commencing on the Completion date and continuing until and including the actual day of completion.

39. Rescheduled settlements

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser shall pay to the vendor on completion the sum of $250 plus GST for each cancellation and unreasonable rescheduled settlement. The purchaser accepts that this is a genuine estimation of the vendor's costs.

40. Swimming Pool

If there is a swimming pool, the purchaser cannot make a claim or requisition or rescind or terminate if the swimming pool on the property does not comply with the requirements of the Swimming Pools Act 1992.

41. REQUESTS FOR EXTENSION TO COOLING OFF PERIOD

If the Purchaser requests an extension to the cooling off period and such extension is agreed by the Vendor, the Purchaser shall on the earlier of completion, rescission or termination, pay to the Vendor an amount of $150.00 (plus GST) as re-imbursement of the Vendor's additional conveyancing expenses.

42. GST

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

43. Deposit Bond

(a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

(b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

(c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

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

44. Release of Deposit

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

45. Stamp Duties

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection to this contract and the purchaser indemnifies against any liabilities which result from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties.

46. Errors in Adjustments

It is agreed by the Vendor and the Purchaser that on completion should an error be made in calculating the rating and other required adjustments pursuant to the Contract then such error shall be corrected when requested by a party and in accordance with the correct calculations the party owing the amount shall pay such amount due to the other party. The obligations contained in this clause are essential and shall not merge on completion.

47. FIRB

The purchaser warrants:

(a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

(b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

48. Discharge of Mortgage

The purchaser shall not be entitled to require the vendor prior to settlement to register a Discharge of any Mortgage or withdrawal of any Caveats affecting the subject land but will accept on settlement a properly executed Discharge of any such Mortgage or Withdrawal of any such Caveat together with the appropriate registration fees therefore.

49. Conflicts of Conditions

Should there be any discrepancies or conflict between the standard printed conditions and these special conditions, then these special conditions shall prevail to the extent of the inconsistency.

50. Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

51. Section 184 Certificate

The vendor authorises the purchaser to obtain the certificate under Section 184 Strata Schemes Management Act 2015 or section 26 Community Land Management Act 1989 in relation to the lot.

52. Electronic Settlement (PEXA)

Clause 30.1.2 is deleted. Notwithstanding clause 30, if the purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic transaction, the purchaser will pay to the vendor an amount of $380.00 plus GST at completion as re-imbursement of the vendor's additional conveyancing expenses.

53. Warning: Smoke Alarms

(a) If the subject of this property does not have smoke alarms and is required to under the Environmental Planning and Assessment Act 1979 or its regulations, or has smoke alarms that do not comply with this Act or its regulations, the purchaser cannot make a claim or requisition, rescind or terminate.

(b) The owners of certain types of buildings and strata lot must have smoke 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.

54. Requisitions

(a) The Purchaser agrees that the only form of requisition on title which the Purchaser may make under clause 5 of the Standard Conditions are the requisitions which are attached to this contract.

(b) The Purchaser is satisfied with the attached Replies to Requisitions and is not entitled to make other requisitions or objections.

55. Deposit

If, with the written consent of the Vendor, the Purchaser is permitted to pay the deposit by instalments and not in accordance with the provisions of clause 2.2 then the Purchaser must pay the deposit as follows:-

(a) one half of the deposit, equal to 5% of the price on the making of this contract; and

(b) the other part of Deposit Balance the earlier of the Completion date and the date on which this contract is actually completed.

The times for making the payments of deposit set out to in this special condition are essential. The Vendor may recover the Deposit Balance as a liquidated debt in any court of competent jurisdiction together with the Vendor interest on the Deposit Balance at the rate set out in clause 2.

All interest earned on the investment of any deposit that is less than 10%, is to be paid to the Vendor.

56. Company Purchaser – Personal Guarantee

(a) This clause applies if any purchaser is a company.

(b) The officers or persons who sign this contract on behalf of the purchaser company jointly and severally

(i) Warrants that the Purchaser is incorporated;

(ii) Guarantees to the Vendor the observance by the Purchaser of the terms of this contract;

(iii) Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;

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

(v) This guarantee and indemnity is given by each guarantor as a principal and is not discharged or release by any compromise or variation of the terms of this contract between the vendor and the purchaser.

PERSONAL GUARANTEE

In consideration of the vendor contracting with the corporate purchaser _____ (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP102765

SEARCH DATE	TIME	EDITION NO	DATE
24/5/2023	10:51 PM	2	9/9/2021

LAND

LOT 7 IN STRATA PLAN 102765
AT KIRRAWEE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

YUYAN FU (T AR412869)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102765
2 AR412870 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

Copyright © Office of the Registrar-General 2023

Received: 24/05/2023 22:51:15

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102765

SEARCH DATE	TIME	EDITION NO	DATE
24/5/2023	10:57 PM	3	5/10/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102765 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KIRRAWEE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP102765

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102765
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CONTI STRATA
PO BOX 443
CONCORD
NSW 2137

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 C351289 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 DP1249984 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
4 AR635140 INITIAL PERIOD EXPIRED
5 AS517539 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 102765

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	400	2	364	3	364	4	266
5	342	6	353	7	351	8	351
9	351	10	342	11	342	12	340
13	369	14	369	15	355	16	360
17	346	18	360	19	373	20	360
21	373	22	364	23	366	24	364
25	422	26	280	27	373	28	400

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP102765 PAGE 2

NOTATIONS

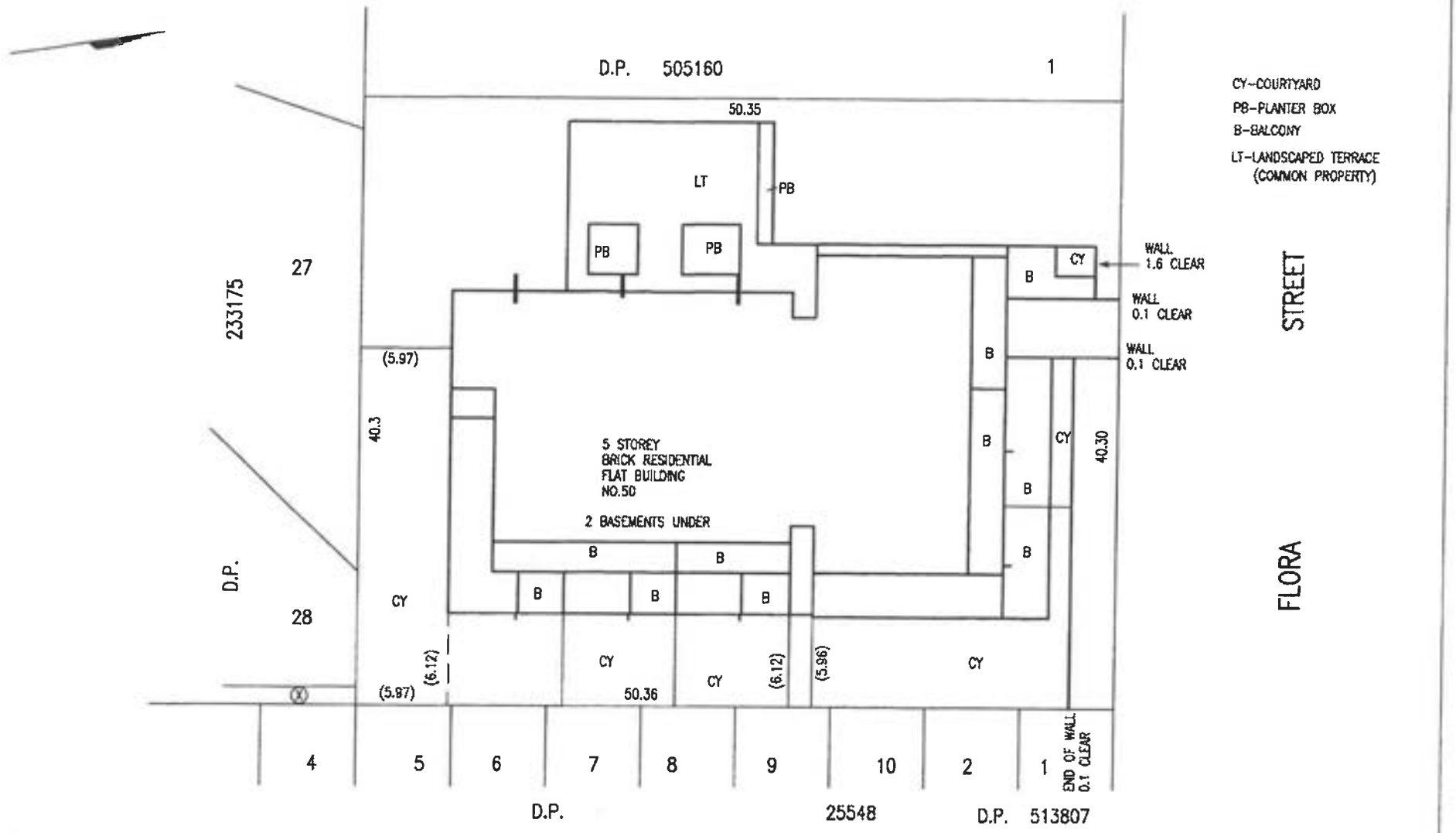
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

Copyright © Office of the Registrar-General 2023 Received: 24/05/2023 22:57:08

PLAN FORM 1 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 8 sheets

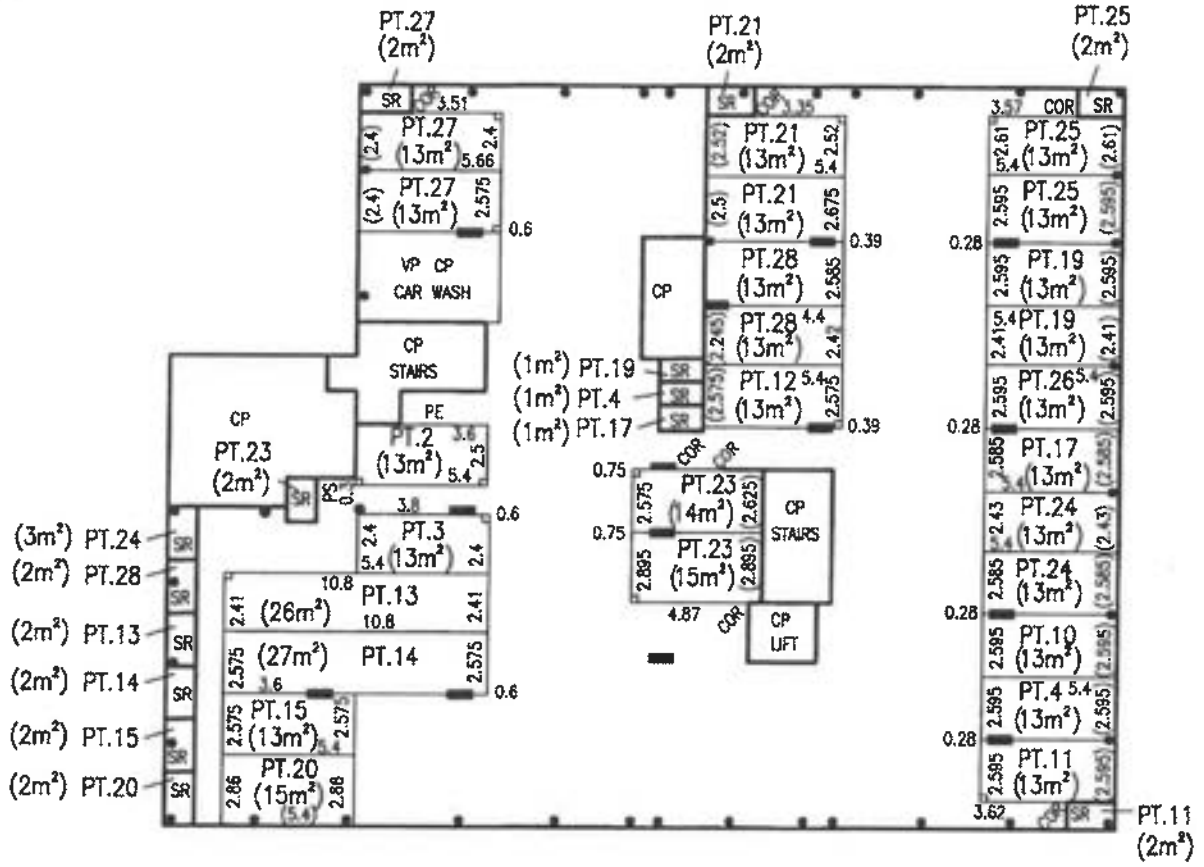


ⓧ- EASEMENT TO DRAIN WATER 1.2 WIDE - DP 124998L

LOCATION PLAN

SURVEYOR Name: VICTOR JOHN MANSELL Date: 3/2/2021 Reference: 205148-1	PLAN HEADING PLAN OF SUBDIVISION OF LOT 100 D.P. 1251685	L.G.A SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio: 1: 250 Lengths are in metres	REGISTERED 06/04/2021	SP102765

2631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:1 of 12
Office of the Registrar-General /Src:INFOTRACK /Ref:14282



AREAS ARE APPROXIMATE.

CP–COMMON PROPERTY

VP–VISITOR PARKING

DENOTES PROLONGATION OF FACE OF COLUMN

DENOTES PROLONGATION OF CENTRE LINE OF COLUMN

DENOTES RIGHT ANGLE

COR–CORNER OF WALL

SR–STOREROOM

PE–PROLONGATION OF LINE OF EAST FACE OF WALL

PS–PROLONGATION OF LINE OF SOUTH FACE OF WALL

ROUND COLUMNS ARE FOR DIAGRAMMATIC PURPOSES ONLY AND DO NO DEFINE CAR SPACES

BASEMENT CAR PARKING SPACES

(LOWER)

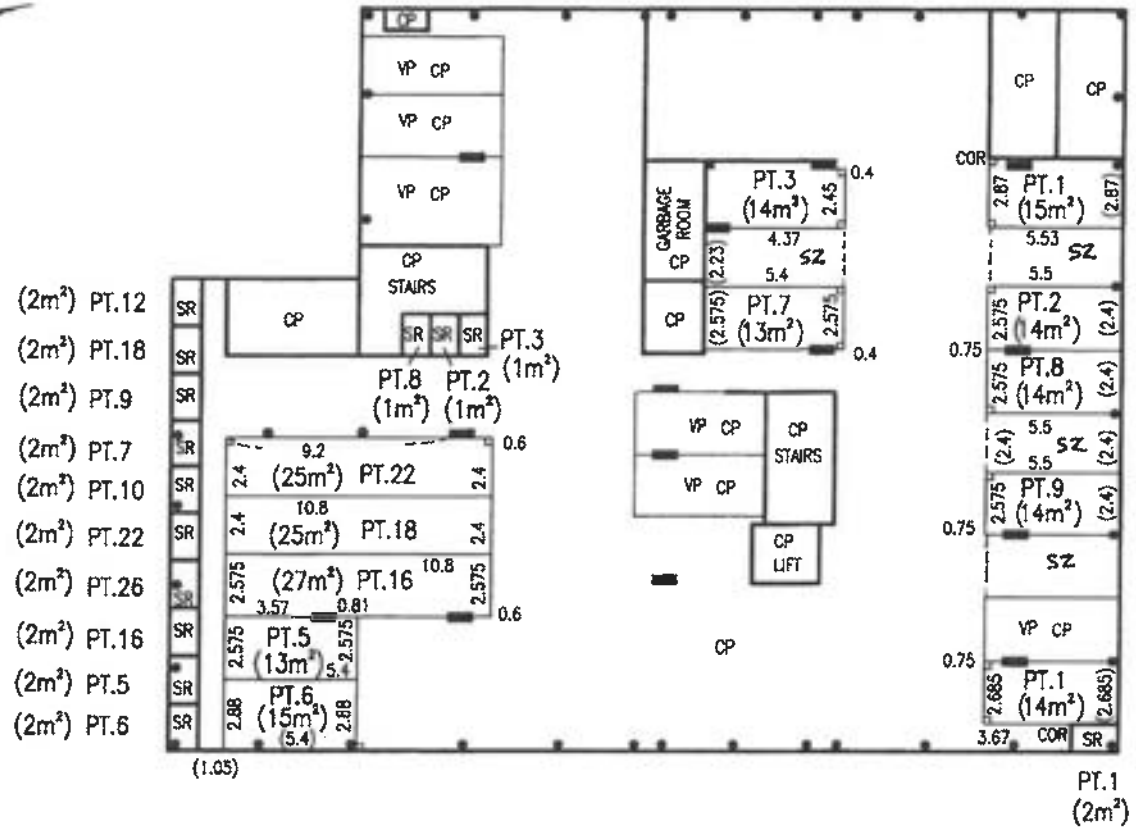
SURVEYOR Name: VICTOR JOHN MANSELL Date: 3/2/2021 Reference: 205148-1	PLAN HEADING PLAN OF SUBDIVISION OF LOT 100 D.P. 1251685	L.G.A SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 08/04/2021	SP102765

SP102765

1631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:2 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

1631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:3 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

SP102765



BASEMENT CAR PARKING SPACES

(UPPER)

AREAS ARE APPROXIMATE.

CP–COMMON PROPERTY

SR–STOREROOM

VP–VISITOR PARKING

SZ– SHARED ZONE (CP)

DENOTES PROLONGATION OF FACE OF COLUMN

DENOTES PROLONGATION OF CENTRE LINE OF COLUMN

DENOTES RIGHT ANGLE

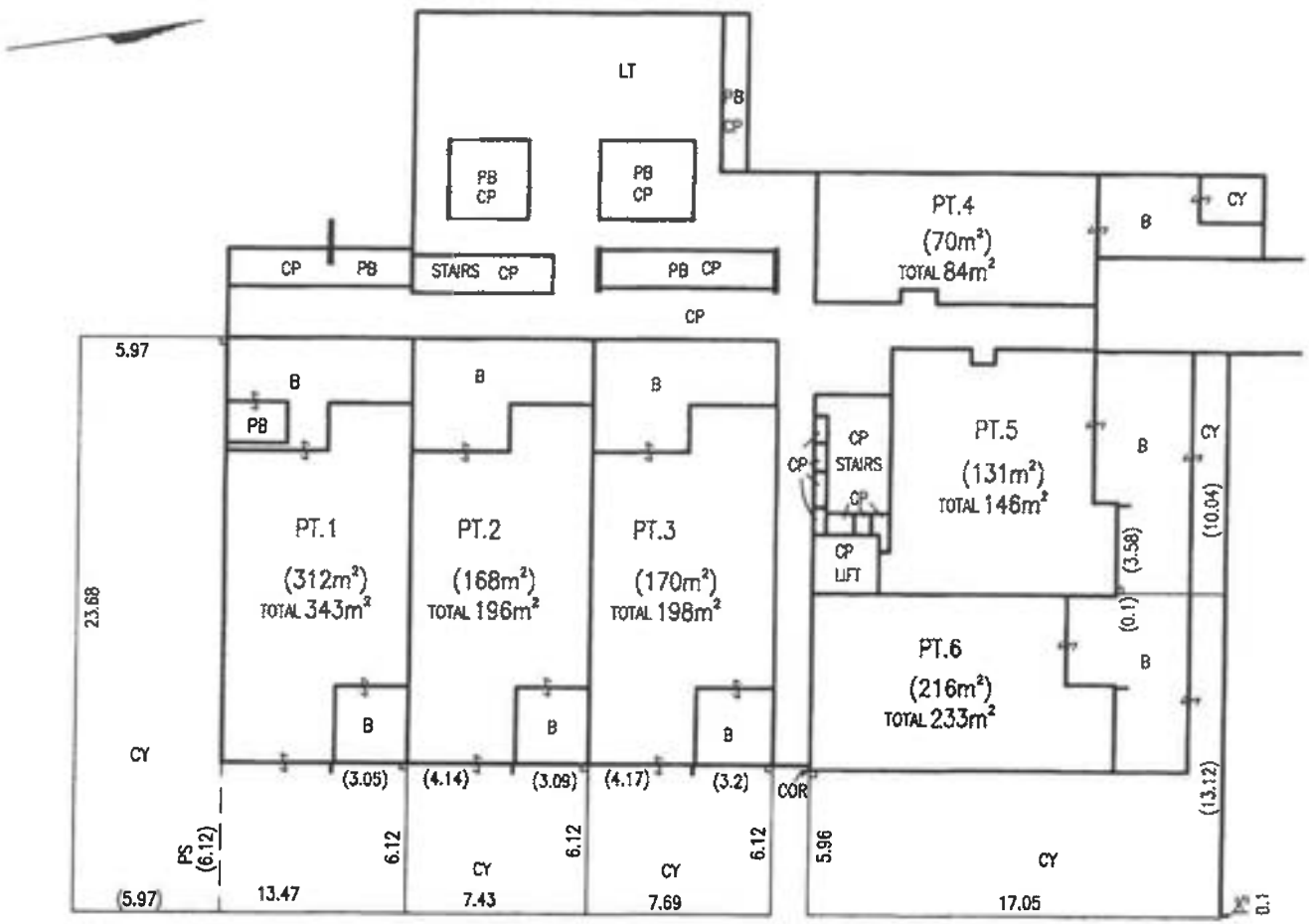
COR–CORNER OF WALL

ROUND COLUMNS ARE FOR DIAGRAMMATIC PURPOSES ONLY AND DO NO DEFINE CAR SPACES

SURVEYOR Name: VICTOR JOHN MANSELL Date: 3/2/2021 Reference: 205148-1	PLAN HEADING PLAN OF SUBDIVISION OF LOT 100 D.P. 1251685	L.G.A SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 08/04/2021	SP102765

1631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:4 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

PLAN FORM 1 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 4 of 8 sheets



CY–COURTYARD
PB–PLANTER BOX
B–BALCONY
LT–LANDSCAPED TERRACE
CP–COMMON PROPERTY
COR–CORNER OF WALL
DENOTES RIGHT ANGLE

AREAS ARE APPROXIMATE AND INCLUDE AREAS OF BALCONIES, PLANTER BOXES AND COURTYARDS.
BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

COURTYARDS ARE LIMITED IN DEPTH TO 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE THERE IS A GARAGE BELOW IN WHICH CASE THEY ARE LIMITED TO THE UPPER SURFACE OF THE ROOF.
COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNIT, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

PS–PROLONGATION OF LINE OF SOUTH FACE OF WALL

AIR CONDITIONING UNITS ON BALCONIES ARE PART OF THE LOT AND NOT COMMON PROPERTY.

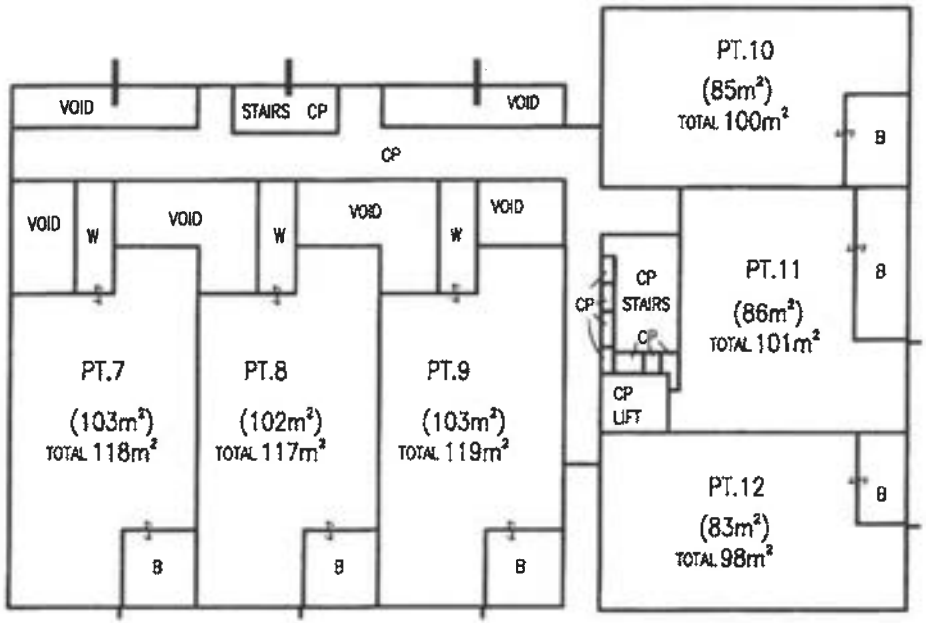
GROUND FLOOR

SURVEYOR Name: VICTOR JOHN MANSELL Date: 3/2/2021 Reference: 205148-1	PLAN HEADING PLAN OF SUBDIVISION OF LOT 100 D.P. 1251685	L.G.A SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 06/04/2021	SP102765

SP102765

1631365 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:5 of 12
tice of the Registrar-General /Src:INFOTRACK /Ref:14282

SP102765



FIRST FLOOR

B–BALCONY
CP–COMMON PROPERTY
W–COVERED WALKWAY

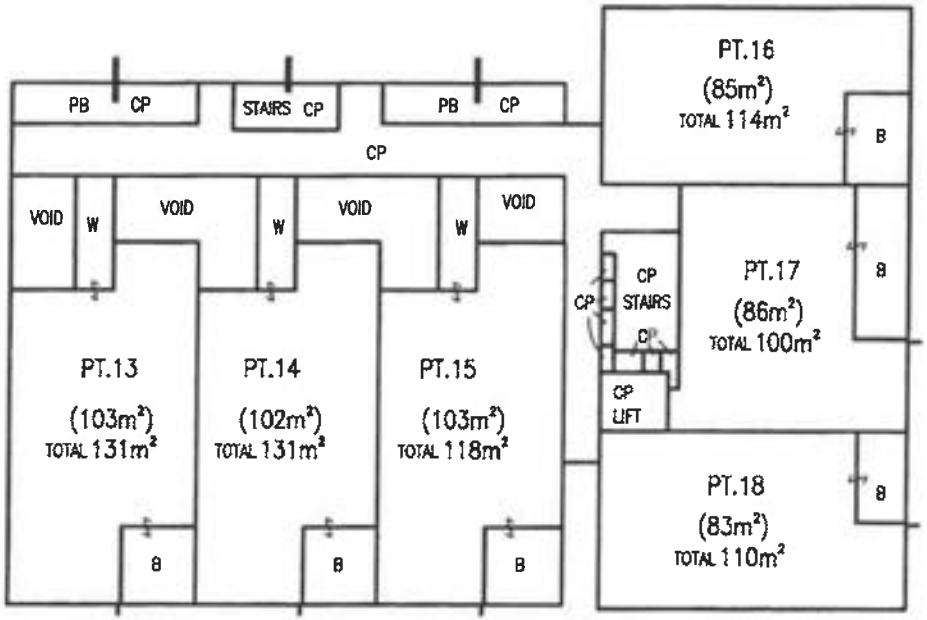
AREAS ARE APPROXIMATE AND INCLUDE AREAS OF BALCONIES AND COVERED WALKWAYS. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AIR CONDITIONING UNITS ON BALCONIES ARE PART OF THE LOT AND NOT COMMON PROPERTY.

SURVEYOR Name: VICTOR JOHN MANSELL Date: 3/2/2021 Reference: 205148-1	PLAN HEADING PLAN OF SUBDIVISION OF LOT 100 D.P. 1251685	L.G.A SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 08/04/2021	SP102765

1631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:6 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

SP102765



PB-PLANTER BOX
B-BALCONY
CP-COMMON PROPERTY
W-COVERED WALKWAY

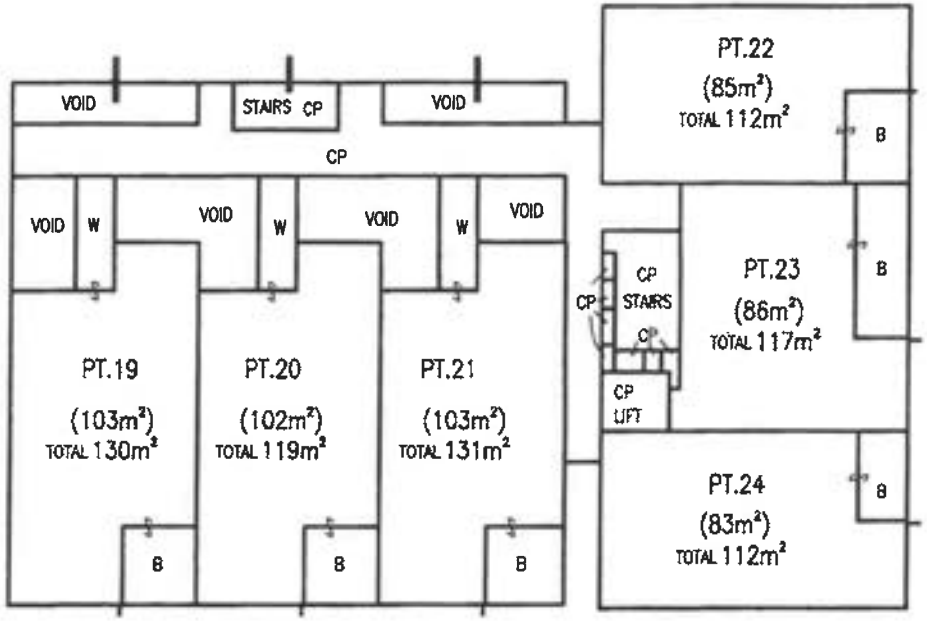
AREAS ARE APPROXIMATE AND INCLUDE AREAS OF BALCONIES AND COVERED WALKWAYS. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER TILED FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AIR CONDITIONING UNITS ON BALCONIES ARE PART OF THE LOT AND NOT COMMON PROPERTY.

SECOND FLOOR

SURVEYOR Name: VICTOR JOHN MANSELL Date: 3/2/2021 Reference: 205148-1	PLAN HEADING PLAN OF SUBDIVISION OF LOT 100 D.P. 1251685	L.G.A SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 08/04/2021	SP102765

SP102765



B-BALCONY

CP-COMMON PROPERTY

W-COVERED WALKWAY

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

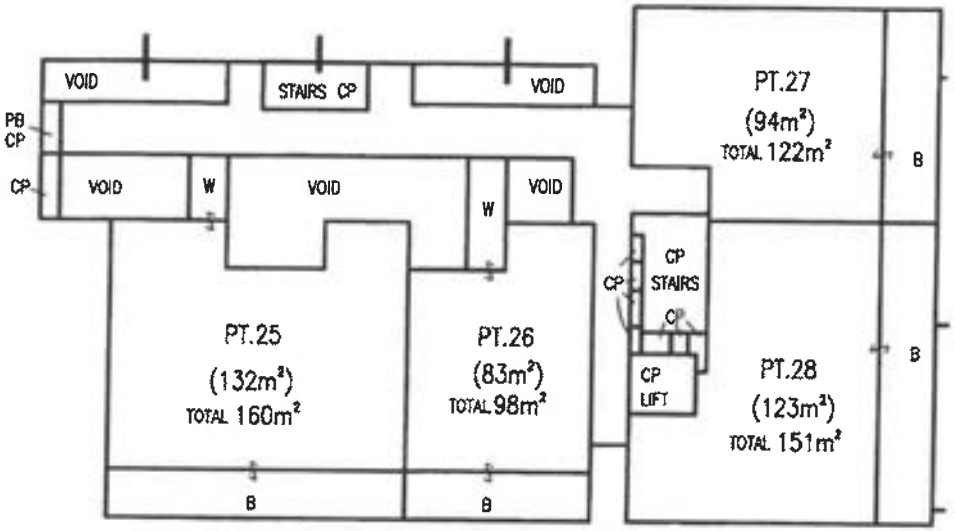
AIR CONDITIONING UNITS ON BALCONIES ARE PART OF THE LOT AND NOT COMMON PROPERTY.

THIRD FLOOR

SURVEYOR Name: VICTOR JOHN MANSELL Date: 3/2/2021 Reference: 205148-1	PLAN HEADING PLAN OF SUBDIVISION OF LOT 100 D.P. 1251685	L.G.A SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 08/04/2021	SP102765

A631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:7 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

PLAN FORM 1 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 8 of 8 sheets



FOURTH FLOOR

PB–PLANTER BOX

B–BALCONY

CP–COMMON PROPERTY

W–COVERED WALKWAY

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

AIR CONDITIONING UNITS ON BALCONIES ARE PART OF THE LOT AND NOT COMMON PROPERTY.

SP102765

SURVEYOR	PLAN HEADING	L.G.A SUTHERLAND SHIRE	REGISTERED	
Name: VICTOR JOHN MANSELL	PLAN OF SUBDIVISION OF	Locality: KIRRAWEE	06/04/2021	SP102765
Date: 3/2/2021	LOT 100 D.P. 1251685	Reduction Ratio: 1: 200		
Reference: 205148-1		Lengths are in metres		

1631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:8 of 12
Ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

:R631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:9 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)

Office use only

Registered: 06/04/2021

Office use only

SP102765

PLAN OF SUBDIVISION OF:

LOT 100 D.P. 1251685

LGA: SUTHERLAND SHIRE
Locality: KIRRAWEE
Parish: ~~ST GEORGE~~ SUTHERLAND
County: CUMBERLAND

This is a *FREEHOLD/*~~LEASEHOLD~~ Strata Scheme

Address for Service of Documents

"KIRRA"
50 FLORA STREET KIRRAWEE NSW 2232

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~Model By-laws for residential strata schemes together with~~
Keeping of Animals: Option *A/~~B~~
Smoke penetration: Option *A/*B
~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~

*The strata by-laws lodged with plan.

Surveyor's Certificate

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

of 76 WILLISON ROAD, CARLTON NSW 2218

being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met.

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

Signature: V Mansell
Date: 3/2/2021
Surveyor ID SU001566
Surveyor's Reference: 205148-1

^Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Registered Certifier)

I, GORDON WREN being a Registered certifier, registration number BPC 0447, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015:

~~*(a) This plan is part of the development scheme.~~
*(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.
*(c) The certificate is given on the condition contained in the relevant planning approval that lot(s)^.....will be created as utility lots and restricted in accordance with ~~section 62 Strata Schemes Development Act 2015~~.

Certificate Reference: SC3734
Relevant Planning Approval No: CDC1558
issued by: GORDON WREN

Signature:
Date: 22ND FEB 2021

#Insert the name of the local council.
^Insert lot numbers of proposed utility lots.

*Strike through if inapplicable.

:R631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:10 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 06/04/2021

Office Use Only

SP102765

VALUER'S CERTIFICATE

I, * Alvin Low of Ray White Valuations

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute
Class of membership: AAPI
Membership number: 70053

certify that the unit entitlements shown in the schedule herewith were apportioned on 27 January 2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: ..... Date 27 January 2021

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	400	16	360
2	364	17	346
3	384	18	360
4	266	19	373
5	342	20	360
6	353	21	373
7	351	22	364
8	351	23	366
9	351	24	364
10	342	25	422
11	342	26	280
12	340	27	373
13	369	28	400
14	369	AGGREGATE	10000
15	355		

Surveyor's Reference: 205148-1

:R631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:11 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Office use only **Registered:** 06/04/2021		Office use only SP102765

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

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

Mortgagee under Mortgage No. AP3C3983
Signed at PENRITH this 1st day of March
2021 for National Australia Bank Limited ABN 12 004 044 937
by DANIELLE TCHESAN its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney
Witness Signature
Witness Name MARIA SEX
Witness Address Lvl 1/295 HIGH STREET
PENRITH NSW 2750

Executed under Section 127
Corporations Act 2001
Samrani Constructions Pty Ltd
ACN 000 826 648

A. Samrani
Anthony Samrani – Director

Chahida Samrani – Director

SURVEYOR'S REFERENCE: 205148-1

:R631385 /Doc:SP 0102765 P /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:12 of 12
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)

Office use only

Registered: 06/04/2021

Office use only

SP102765

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets.
- Statements of intention to create and release affecting interests in accordance with section 888 Conveyancing Act 1919
- Signatures and seals – see section 22 Strata Schemes Development Act 2015.

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	—	50	Flora	Street	Kirrawee
1	G01	"	"	"	"
2	G02	"	"	"	"
3	G03	"	"	"	"
4	G04	"	"	"	"
5	G05	"	"	"	"
6	G06	"	"	"	"
7	101	"	"	"	"
8	102	"	"	"	"
9	103	"	"	"	"
10	104	"	"	"	"
11	105	"	"	"	"
12	106	"	"	"	"
13	201	"	"	"	"
14	202	"	"	"	"
15	203	"	"	"	"
16	204	"	"	"	"
17	205	"	"	"	"
18	206	"	"	"	"
19	301	"	"	"	"
20	302	"	"	"	"
21	303	"	"	"	"
22	304	"	"	"	"
23	305				
24	306	"	"	"	"
25	401	"	"	"	"
26	402	"	"	"	"
27	403	"	"	"	"
28	404	"	"	"	"

SURVEYOR'S REFERENCE: 205148-1

:R631386 /Doc:SP 0102765 D /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:1 of 9
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 9 sheets(s)
Registered: 6/04/2021	Office use Only	Office use Only SP102765

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

BY-LAW 1 - NOISE

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

BY-LAW 2 - VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

BY-LAW 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.

BY-LAW 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.

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 clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, 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, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

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

:R631386 /Doc:SP 0102765 D /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:2 of 9
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

(5) Despite section 106 of the Act, the owner of a lot must:

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

(6) Clause (3) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.

BY-LAW 10 - HANGING OUT OF WASHING

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause; washing includes any clothing, towel, bedding or other article of a similar type.

Approved Form 7	Strata Plan By-Laws	Sheet 3 of 9 sheets(s)
Registered: 6/04/2021	Office use Only	Office use Only SP102765

BY-LAW 11 - PRESERVATION OF FIRE SAFETY

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

BY-LAW 12 - CLEANING WINDOWS AND DOORS

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

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

BY-LAW 13 - STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

BY-LAW 14 - CHANGES TO FLOOR COVERINGS AND SURFACES

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

BY-LAW 15 - FLOOR COVERINGS

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

BY-LAW 16 - GARBAGE DISPOSAL

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

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

Approved Form 7	Strata Plan By-Laws	Sheet 4 of 9 sheets(s)
Registered: 6/04/2021	Office use Only	Office use Only SP102765

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

(2) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(3) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

BY-LAW 17 - KEEPING OF ANIMALS

(1) Subject to section 139 (5) of the Act, an owner or occupier may keep an animal on the lot or common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and
(b) supervise the animal when it is on the common property, and
(c) carry the animal when it is on the common property, and
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in Section 9 of the *Disability Discrimination Act 19912 (C'wth)*.

BY-LAW 18 - APPEARANCE OF LOT

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

BY-LAW 19 - CHANGE IN USE OF LOT TO BE NOTIFIED

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

:R631386 /Doc:SP 0102765 D /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:5 of 9
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity =being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

BY-LAW 20 - PROVISION OF AMENITIES OR SERVICES

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

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

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

Note. Section 117 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.

BY-LAW 21 - COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

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

BY-LAW 22 - SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

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

BY-LAW 23 – SMOKING

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

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

:R631386 /Doc:SP 0102765 D /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:6 of 9
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

Approved Form 7	Strata Plan By-Laws	Sheet 6 of 9 sheets(s)
Registered: 6/04/2021	Office use Only	Office use Only SP102765

BY-LAW 24 - LOTS 1-28 - EXCLUSIVE USE

Rights

(1) The Owner under this by-law is the owner/s of lots 1 to 28.

(2) The rights and obligations conferred pursuant to this by-law are conferred severally.

(3) The Owner has the exclusive use of the following items of common property insofar as those items exclusively service the respective Lot, subject to the following conditions and owners corporation's rights:

(a) flyscreens and screen doors;
(b) exhaust fans;
(c) air-conditioning systems;
(d) pavers within courtyards;
(e) any timber decks, timber pergolas or timber steps within courtyards;
(f) floorboards and parquetry flooring;
(g) lighting, phone, television and electricity wiring;
(h) light fittings and ancillary fixtures and fittings (including but not limited to transformers and down lights); and
(i) light switches, television sockets and electricity sockets.

Conditions

(4) The Owner must (at their cost) maintain, renew, repair and (if necessary) replace the common property items exclusively servicing the respective lot referred to in clause 3 above.

(5) For the avoidance of doubt, the owners corporation will continue to be responsible for maintaining, renewing, repairing and (if necessary) replacing common property items exclusively servicing the respective lot which are not referred to in clause 3 above.

Owners Corporation's rights

(6) The Owner acknowledges that if they fail to comply with any obligation under this by-law, then the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:

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

*** See explanatory notes**

Explanatory Notes

These notes form part of this by-law.

:R631386 /Doc:SP 0102765 D /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:7 of 9
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

Where any of the by-law terms are defined in the *Strata Schemes Management Act, 2015 (NSW)* (the "Act"), they will have the same meanings as those words are attributed under the Act.
In this by-law, except when the context requires otherwise:

- the singular includes the plural and vice versa,
- words implying any gender encompass all genders, and
- references to any statutory rule or Regulation include any variation, re-enactment or replacement of that statutory rule or Regulation.

BY LAW 25 - CCTV

Part 1 – Preamble

1.1. This by-law is made for the purpose of the control, management, administration and use of common property for the strata scheme.

1.2. Its principal purpose is to provide additional security and safety for the residents of the strata scheme by empowering the owners corporation to:

(a) install CCTV Equipment; and

(b) keep the CCTV Equipment installed on the common property and regulate it's use.

Part 2 – Grant of Power

2.1. Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions:

(a) to install CCTV Equipment on the common property;

(b) to keep the CCTV Equipment so installed;

(c) to maintain the CCTV Equipment, keep it in good and serviceable repair, and renew and/or replace the CCTV Equipment if required; and

(d) to impose conditions in relation to and otherwise regulate the operation and use of the CCTV Equipment.

Part 2 (cont.) - Definitions & Interpretation

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

(a) **Act** means the *Strata Schemes Management Act, 2015.*

(b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

(c) **Building** means the building known as "Kirra", situated at 50 Flora Street, Kirrawee.

(d) **Building Manager** (if any appointed) has the meaning given to it in section 66 of the Act.

(e) **CCTV Contractor** means a contractor engaged by or on behalf of the Owners Corporation to install, maintain, repair or otherwise manage or facilitate the CCTV Equipment (including the storage of footage captured by the CCTV Equipment).

(f) **CCTV Equipment** means all parts of the Owners Corporation's installation of closed-circuit television equipment including any and all cameras, monitors, recording devices, hard drives, wires, cables, ducting connectors and power supply.

(g) **Lot** means any lot in strata plan 102765.

(h) **Occupier** means a person in lawful occupation of the Lot.

(i) **Owner** means the owner of the Lot.

:R631386 /Doc:SP 0102765 D /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:8 of 9
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

(j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 102765.

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

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

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

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

Part 3 – Installation of CCTV Equipment

3.1. The Owners Corporation shall install CCTV Equipment upon the common property of the Building.

3.2. The Owners Corporation must ensure that where relevant, the provisions of the Building Code of Australia, Australian Standards and *Home Building Act, 1989* are complied with.

3.3. The Owners Corporation is hereby empowered to engage third party contractors to:

(a) install, maintain and repair the CCTV Equipment; and

(b) archive, monitor and store any footage captured by the CCTV Equipment.

Part 4 - Enduring Obligations

4.1. An Owner or Occupier of a Lot must not damage or deface the CCTV Equipment and must ensure that their invitees do not damage or deface the CCTV Equipment.

4.2. Each Owner and Occupier hereby acknowledges that:

(a) the CCTV Equipment may capture footage of them and their guests/invitees while on and about the common property;

(b) the Owners Corporation is hereby empowered to use footage captured by the CCTV Equipment in enforcing the by-laws in force for the strata scheme (including relying on any such footage as evidence of a breach of a by-law or by-laws in any court or tribunal proceedings);

(c) footage captured by the CCTV Equipment is confidential, remains the property of the Owners Corporation and will be kept by the Owners Corporation (or its CCTV Contractor) at the sole discretion of the Owners Corporation;

(d) the Owners Corporation is not required to release any footage captured by the CCTV Equipment to any person, unless compelled to do so by the NSW Police Force;

(e) Owners and Occupiers are not entitled to access or view footage captured by the CCTV Equipment other than in accordance with this by-law; and

(f) In the event that the strata committee requires to inspect footage captured by the CCTV, that inspection must take place by the chairperson (or his nominated representative) and in the presence of the Building Manager (where appointed).

4.3 In the event that the NSW Police Force requires access to footage captured by the CCTV Equipment, such a request must be made in writing to the strata managing agent or Building Manager (if applicable), and in such event, the Building Manager will provide NSW Police Force with access to the footage so that it may be downloaded.

:R631386 /Doc:SP 0102765 D /Rev:06-Apr-2021 /NSW LRS /Pgs:ALL /Prt:07-Apr-2021 12:23 /Seq:9 of 9
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

4.4 An Owner or Occupier wishing to access footage captured by the CCTV Equipment (for instance, for the purposes of New South Wales Civil and Administrative Tribunal proceedings):

(a) must make a request to do so in writing to the strata managing agent or Building Manager;

(b) acknowledges that access to the footage is at the sole discretion of the Owners Corporation and its strata committee;

(c) acknowledges that access to footage will not be given other than where authorised by resolution of the Owners Corporation or its strata committee; and

(d) indemnifies the Owners Corporation for any costs incurred by the Owners Corporation (including CCTV Contractor fees) arising out of the giving of access to the footage.

4.5 Each Owner hereby indemnifies the Owners Corporation against any costs or losses suffered in respect of any breach of this by-law including but not limited to all actions, proceedings, claims, damages, legal and strata management costs or any sum payable by way of increased insurance premiums.

Part 5 - Owners Corporation's Rights

5. If an Owner or Occupier fails to comply with any obligation under this by-law, THEN the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so the Owners Corporation has the right to -:

(a) enter upon any part of the parcel, and

(b) recover the costs of doing so from the Owner as a debt (and include reference of that debt on levy notices and other levy reports or information) and the Owner acknowledges that any debt for which the owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Part 6 - Owner's Indemnity

6. All Owners acknowledge that they are jointly and severally liable together with the Occupier of the Lot for any contravention of any obligation or condition under this by-law by the Occupier of the Lot.

EXECUTED by Samrani Constructions Pty Ltd ACN 000 826 648 pursuant to s.127 of the *Corporations Act, 2001*

A. Samrani
Director
Anthony Samrani

C. Samrani
Director
Chahida Samrani

Mortgagee under Mortgage No. AP3C3983
Signed at PENRITH this 15rday of MARCH
20 21 for National Australia Bank Limited ABN 12 004 044 937
by DANIELLE TORRISAN its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney
Witness Signature
Witness Name MARK BAX
Witness Address LVL 1 / 205 HIGH STREET
PENRITH NSW 2750

:R170574 /Doc:DL C351289 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:1 of 5
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

Tf L 12.6
T 12.6
Mayor 15.0
3 NS 3.0.0

South Wales
£5.5.0

N 19 6 35 L

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900)

4.7.35

Misc. Plan Subdn. (R. P.) C351289
Regd. No. 31385

THE HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 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 Fifty pounds paid by Annie Elizabeth James wife of Charles Gustavus James of Sutherland Barrymen to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Annie Elizabeth James All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 5th November 1925 Registered Vol 3756 fol 137 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number A 475915 from the Holt Sutherland Estate Company Limited to Annie Elizabeth James Wife of George Slater And doth also transfer to the said Annie Elizabeth James all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. A 475915 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 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 No. 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 No. 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 said 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 henceforth 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 purposes 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 said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

PLAN REFILED IN PLAN ROOM AT R.P. 331385

:R170574 /Doc:DL C351289 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:2 of 5
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

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 Annie Elizabeth James may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. 4 5915 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 No. 50990 subject to all the provisoes 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 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 Company/Limited (1932) was hereunto affixed at Sydney this eighteenth day of April 1935

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1932) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this eighteenth day of April 1935 and such Directors thereupon signed this Transfer in the presence of—

Secretary.

Directors

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 Annie Elizabeth James who is personally known to me—

A. E. James.

Solicitor
Martin Place
Sydney

:R170574 /Doc:DL C351289 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:3 of 5
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

Municipality/Shire of SUTHERLAND.

C351289

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32 FORM 1.

Certificate No. 16/34.
Plan No. 17/34.
Rec. No. 20525. 5/-
29/11/34.

COUNCIL CHAMBERS,
Sutherland.
6th December 1934 19

APPLICANT

(Name) Messrs. Chapman & Paviell,
(Surname First)
Licensed Surveyors,
(Address) Perpetual Trustee Chambers,
33-39 Hunter Street,
SYDNEY.

OWNER

(Name) M/s. Annie E. James,
Hoxham Road.
(Address) SUTHERLAND.

NEW ROAD (Particulars) n.p.r.

SUBDIVISION (Particulars) Lot 23. D.P. 4820. Flora Street, Sutherland.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision *above described,*
(Insert New Road or Sub-Division)
and more particularly set out on the accompanying plan bearing the Council's seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 16/34 *6th December" 1934*

S&M

Town Shire Clerk.

:R170574 /Doc:DL C351289 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:4 of 5
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

PERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

No. 854 25 June 1937

Received from Jy Annie Elizabeth James

the sum of Fifty pounds

being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland, being the whole of the land comprised in Sub-lease No R 47915 dated 9 July 1919

from the HOLT SUTHERLAND CO. LTD. to James George Slater

and part of the land comprised in Memorandum of Lease registered No. 50000.

Accountant.

650 Cashier.

:R170574 /Doc:DL C351289 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:5 of 5
ffice of the Registrar-General /Src:INFOTRACK /Ref:14282

No. C351289 *Memorandum of Transfer of*

Lot 28 in Dep Plan 4820 (Flora St)
Shire of Sutherland
Town & Pk of Sutherland
Sa of Cumberland
(Excepts & Rem of minor [illegible] etc.)

Lodged by The Commercial Bank of Australia Ltd., Sydney

[illegible]

(1933)

THE HOLT SUTHERLAND/COMPANY LIMITED.
Transferror.

Annie Elizabeth James *Transferree.*

Lease No. A495915.
Plan & Council Clerk's certificate

Particulars entered in the Register Book, Vol. 2796
Folio 137 and on Lease No. 50990

the 16th day of August, 1935,
at ~~minutes~~ 2 o'clock
in the afternoon.

[illegible]

Registrar General.

[illegible]

4708 157
4708 158
4708 159

Req:R170572 /Doc:DP 1249984 P /Rev:27-Dec-2018 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:14282

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 24.12.2018

Title System: TORRENS

Office Use Only

DP1249984

PLAN OF EASEMENT AFFECTING LOTS 28 AND 29 IN DP 233175

LGA: SUTHERLAND SHIRE

Locality: KIRRAWEE

Parish: SUTHERLAND

County: CUMBERLAND

Survey Certificate

I, GARY EDWARDS

of SDG LAND DEVELOPMENT SOLUTIONS
P.O. Box 2572, NORTH PARRAMATTA 1750

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

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or~~

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

~~Datum Line: .....~~

~~Type: *Urban/*Rural~~

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

Signature: ..... Dated: 25-10-18

Surveyor Identification No: 988
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.
**Specify the land actually surveyed or specify any land shown in the plan that

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 233175

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

Surveyor's Reference: 7546

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

Req:R170572 /Doc:DP 1249984 P /Rev:27-Dec-2018 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:3 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:14282

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 24.12.2018

Office Use Only

DP1249984

PLAN OF EASEMENT AFFECTING LOTS 28 AND 29 IN DP 233175

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN WATER 1.2 WIDE

.....
Graziallncollingo
Registered Proprietor

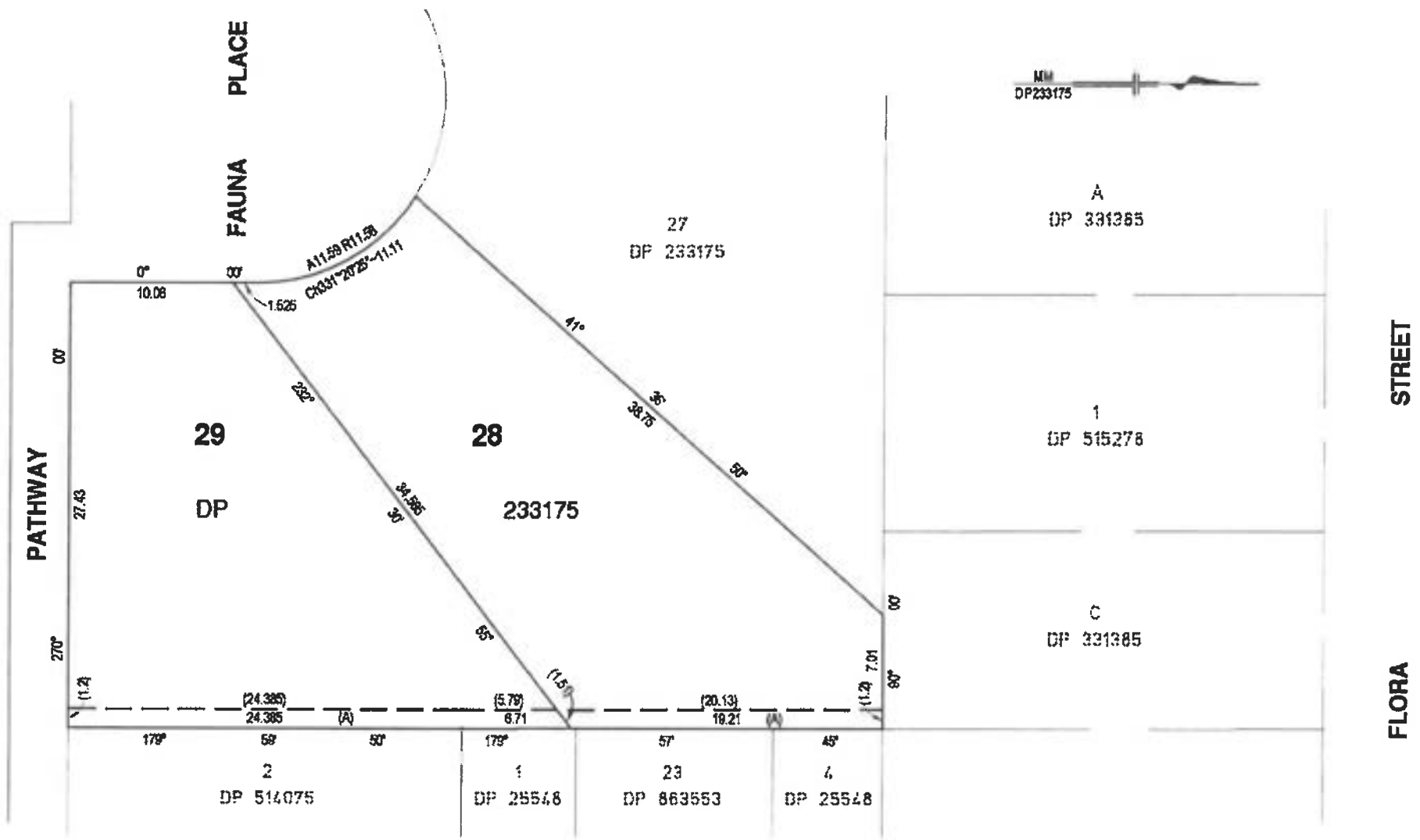
.....
Serafina Angela Pezzullo
Registered Proprietor

.....
Maria Serafina La Palombara
Registered Proprietor

.....
Lois Joy Francis
Registered Proprietor

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7546



(A) EASEMENT TO DRAIN WATER 1.2 WIDE

SURVEYOR Name: GARY EDWARDS Date: 25/10/2018 Reference: 7546	PLAN OF EASEMENT AFFECTING LOTS 28 AND 29 IN DP 233175	L G A: SUTHERLAND SHIRE Locality: KIRRAWEE Reduction Ratio 1:250 Lengths are in metres.	Registered 24.12.2018	DP1249984

© Office of the Registrar-General /Src:INFOTRACK /Ref:14282

Req:R170573 /Doc:DP 1249984 B /Rev:27-Dec-2018 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:14282

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: DP1249984

Plan of easement affecting Lots 28 and 29 in D.P.233175

Full name and address of the owner of the land:

Lois Joy Francis
1 Fauna Place
KIRRAWEE NSW 2232

Grazia Incollingo
Serafina Angela Pezzullo
Maria Serafina La Palombara
3 Fauna Place
KIRRAWEE NSW 2232

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to drain water 1.2 wide	28/233175 29/233175	C/331385 A/331385 1/515278 C/331385 A/331385 1/515278

Lois J Francis
.....
Lois Joy Francis

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

sheet 2 of 4 sheets

Plan: **DP1249984**

Plan of easement affecting Lots 28 and 29 in D.P.233175

PART 2

G. Incollingo
Grazia Incollingo
Registered Proprietor

Signed in the presence of:

R.P. Fraser
Witness

RON FRASER
Name

121 SIANDRA DRIVE
Address HAREELA 2232.

S Pezzullo
Serafina Angela Pezzullo
Registered Proprietor

Signed in the presence of:

A Bucci
Witness

ANTOINETTE BUCCI
Name

33 SYLVANIA RD. SYLVANIA.
Address

Lois J. Francis
Lois Joy Francis

Req:R170573 /Doc:DP 1249984 B /Rev:27-Dec-2018 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:3 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:14282

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: DP1249984

Plan of easement affecting Lots 28 and 29 in D.P.233175

PART 2

Signed in the presence of:

.....

Witness

ANTOINETTE BUCCI

Name

33 SYLVANIA RD, SYLVANIA

Address

.....

Maria Serafina La Palombara
Registered Proprietor

.....

Lois Joy Francis

Req:R170573 /Doc:DP 1249984 B /Rev:27-Dec-2018 /NSW LRS /Pgs:ALL /Prt:11-Jan-2021 11:55 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:14282

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: **DP1249984**

Plan of easement affecting Lots 28 and 29 in D.P.233175

PART 2

Signed in the presence of:

Lois J Francis
.....
Lois Joy Francis
Registered Proprietor

Neil Lyon
.....
Witness

NEIL FRANCIS LYON
.....
Name 16 WALKER STREET,
HELENSBURGH
.....
Address NSW 2508

REGISTERED 24.12.2018

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:1 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	CONTI SP 102765

Land Registry Document Identification

AR635140

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP102765	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102765

Other legal entity

Meeting Date

27/09/2021

Amended by-law No.

Details N/A

Added by-law No.

Details Special By-Laws 1, 2 & 3

Repealed by-law No.

Details N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP102765
Signer Name	ANDREW WILLIAM MCNEILL
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	19/11/2021

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:2 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

ANNEXURE A

BY-LAW 1 - NOISE

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

BY-LAW 2 - VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

BY-LAW 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.

BY-LAW 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.

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 clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, 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, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

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

THE OWNERS - STRATA PLAN No. 102765
The Common Seal of

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:3 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(5) Despite section 106 of the Act, the owner of a lot must:

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

(6) Clause (3) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.

BY-LAW 10 - HANGING OUT OF WASHING

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause; washing includes any clothing, towel, bedding or other article of a similar type.

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:4 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

BY-LAW 11 - PRESERVATION OF FIRE SAFETY

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

BY-LAW 12 - CLEANING WINDOWS AND DOORS

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

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

BY-LAW 13 - STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

BY-LAW 14 - CHANGES TO FLOOR COVERINGS AND SURFACES

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

BY-LAW 15 - FLOOR COVERINGS

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

BY-LAW 16 - GARBAGE DISPOSAL

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

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

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:5 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

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

(2) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(3) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

BY-LAW 17 - KEEPING OF ANIMALS

(1) Subject to section 139 (5) of the Act, an owner or occupier may keep an animal on the lot or common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and
(b) supervise the animal when it is on the common property, and
(c) carry the animal when it is on the common property, and
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in Section 9 of the *Disability Discrimination Act 19912 (C'wth)*.

BY-LAW 18 - APPEARANCE OF LOT

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

BY-LAW 19 - CHANGE IN USE OF LOT TO BE NOTIFIED

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:6 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity »being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

BY-LAW 20 - PROVISION OF AMENITIES OR SERVICES

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

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

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

Note. Section 117 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.

BY-LAW 21 - COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

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

BY-LAW 22 - SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

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

BY-LAW 23 – SMOKING

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

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

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:7 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

BY-LAW 24 - LOTS 1-28 - EXCLUSIVE USE

Rights

(1) The Owner under this by-law is the owner/s of lots 1 to 28.

(2) The rights and obligations conferred pursuant to this by-law are conferred severally.

(3) The Owner has the exclusive use of the following items of common property insofar as those items exclusively service the respective Lot, subject to the following conditions and owners corporation's rights:

(a) flyscreens and screen doors;
(b) exhaust fans;
(c) air-conditioning systems;
(d) pavers within courtyards;
(e) any timber decks, timber pergolas or timber steps within courtyards;
(f) floorboards and parquetry flooring;
(g) lighting, phone, television and electricity wiring;
(h) light fittings and ancillary fixtures and fittings (including but not limited to transformers and down lights); and
(i) light switches, television sockets and electricity sockets.

Conditions

(4) The Owner must (at their cost) maintain, renew, repair and (if necessary) replace the common property items exclusively servicing the respective lot referred to in clause 3 above.

(5) For the avoidance of doubt, the owners corporation will continue to be responsible for maintaining, renewing, repairing and (if necessary) replacing common property items exclusively servicing the respective lot which are not referred to in clause 3 above.

Owners Corporation's rights

(6) The Owner acknowledges that if they fail to comply with any obligation under this by-law, then the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:

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

*** See explanatory notes**

Explanatory Notes

These notes form part of this by-law.

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:8 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Where any of the by-law terms are defined in the *Strata Schemes Management Act, 2015 (NSW)* (the "Act"), they will have the same meanings as those words are attributed under the Act.
In this by-law, except when the context requires otherwise:

- the singular includes the plural and vice versa,
- words implying any gender encompass all genders, and
- references to any statutory rule or Regulation include any variation, re-enactment or replacement of that statutory rule or Regulation.

BY LAW 25 - CCTV

Part 1 – Preamble

1.1. This by-law is made for the purpose of the control, management, administration and use of common property for the strata scheme.

1.2. Its principal purpose is to provide additional security and safety for the residents of the strata scheme by empowering the owners corporation to:

(a) install CCTV Equipment; and

(b) keep the CCTV Equipment installed on the common property and regulate it's use.

Part 2 – Grant of Power

2.1. Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions:

(a) to install CCTV Equipment on the common property;

(b) to keep the CCTV Equipment so installed;

(c) to maintain the CCTV Equipment, keep it in good and serviceable repair, and renew and/or replace the CCTV Equipment if required; and

(d) to impose conditions in relation to and otherwise regulate the operation and use of the CCTV Equipment.

Part 2 (cont.) - Definitions & Interpretation

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

(a) **Act** means the *Strata Schemes Management Act, 2015*.

(b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

(c) **Building** means the building known as "Kirra", situated at 50 Flora Street, Kirrawee.

(d) **Building Manager** (if any appointed) has the meaning given to it in section 66 of the Act.

(e) **CCTV Contractor** means a contractor engaged by or on behalf of the Owners Corporation to install, maintain, repair or otherwise manage or facilitate the CCTV Equipment (including the storage of footage captured by the CCTV Equipment).

(f) **CCTV Equipment** means all parts of the Owners Corporation's installation of closed-circuit television equipment including any and all cameras, monitors, recording devices, hard drives, wires, cables, ducting connectors and power supply.

(g) **Lot** means any lot in strata plan 102765.

(h) **Occupier** means a person in lawful occupation of the Lot.

(i) **Owner** means the owner of the Lot.

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:9 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 102765.

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

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

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

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

Part 3 – Installation of CCTV Equipment

3.1. The Owners Corporation shall install CCTV Equipment upon the common property of the Building.

3.2. The Owners Corporation must ensure that where relevant, the provisions of the Building Code of Australia, Australian Standards and *Home Building Act, 1989* are complied with.

3.3. The Owners Corporation is hereby empowered to engage third party contractors to:

(a) install, maintain and repair the CCTV Equipment; and

(b) archive, monitor and store any footage captured by the CCTV Equipment.

Part 4 - Enduring Obligations

4.1. An Owner or Occupier of a Lot must not damage or deface the CCTV Equipment and must ensure that their invitees do not damage or deface the CCTV Equipment.

4.2. Each Owner and Occupier hereby acknowledges that:

(a) the CCTV Equipment may capture footage of them and their guests/invitees while on and about the common property;

(b) the Owners Corporation is hereby empowered to use footage captured by the CCTV Equipment in enforcing the by-laws in force for the strata scheme (including relying on any such footage as evidence of a breach of a by-law or by-laws in any court or tribunal proceedings);

(c) footage captured by the CCTV Equipment is confidential, remains the property of the Owners Corporation and will be kept by the Owners Corporation (or its CCTV Contractor) at the sole discretion of the Owners Corporation;

(d) the Owners Corporation is not required to release any footage captured by the CCTV Equipment to any person, unless compelled to do so by the NSW Police Force;

(e) Owners and Occupiers are not entitled to access or view footage captured by the CCTV Equipment other than in accordance with this by-law; and

(f) In the event that the strata committee requires to inspect footage captured by the CCTV, that inspection must take place by the chairperson (or his nominated representative) and in the presence of the Building Manager (where appointed).

4.3 In the event that the NSW Police Force requires access to footage captured by the CCTV Equipment, such a request must be made in writing to the strata managing agent or Building Manager (if applicable), and in such event, the Building Manager will provide NSW Police Force with access to the footage so that it may be downloaded.

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:10 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

4.4 An Owner or Occupier wishing to access footage captured by the CCTV Equipment (for instance, for the purposes of New South Wales Civil and Administrative Tribunal proceedings):

(a) must make a request to do so in writing to the strata managing agent or Building Manager;

(b) acknowledges that access to the footage is at the sole discretion of the Owners Corporation and its strata committee;

(c) acknowledges that access to footage will not be given other than where authorised by resolution of the Owners Corporation or its strata committee; and

(d) indemnifies the Owners Corporation for any costs incurred by the Owners Corporation (including CCTV Contractor fees) arising out of the giving of access to the footage.

4.5 Each Owner hereby indemnifies the Owners Corporation against any costs or losses suffered in respect of any breach of this by-law including but not limited to all actions, proceedings, claims, damages, legal and strata management costs or any sum payable by way of increased insurance premiums.

Part 5 - Owners Corporation's Rights

5. If an Owner or Occupier fails to comply with any obligation under this by-law, THEN the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so the Owners Corporation has the right to -:

(a) enter upon any part of the parcel, and

(b) recover the costs of doing so from the Owner as a debt (and include reference of that debt on levy notices and other levy reports or information) and the Owner acknowledges that any debt for which the owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Part 6 - Owner's Indemnity

6. All Owners acknowledge that they are jointly and severally liable together with the Occupier of the Lot for any contravention of any obligation or condition under this by-law by the Occupier of the Lot.

EXECUTED by Samrani Constructions Pty Ltd ACN 000 826 648 pursuant to s.127 of the *Corporations Act, 2001*

A. Samrani
Director
Anthony Samrani

C. Samrani
Director
Chahida Samrani

Mortgagee under Mortgage No. AP363983
Signed at Penrith this 15 day of March
20 21 for National Australia Bank Limited ABN 12 004 044 937
by Danielle Torresan its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney
Witness Signature
Witness Name Hayley Sex
Witness Address Lvl 1/205 High Street
Penrith NSW 2750

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:11 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

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

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:12 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-28.

2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 102765, the terms of this by-law shall prevail to the extent of that inconsistency.

3. The Owner has right to perform Minor Renovation Works and keep the Minor Renovation Works installed on the common property subject to the conditions set out in this by-law.

4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

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

(a) **Act** means the *Strata Schemes Management Act, 2015.*

(b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.

(c) **Building** means the building situated at 50 Flora Street, Kirrawee.

(d) **Council** means Sutherland Shire Council.

(f) **Insurance** means:

(i) contractors all risk insurance (including public liability insurance) in the sum of $10,000,000;

(ii) workers compensation insurance; and

(iii) insurance required under the *Home Building Act, 1989* (if any).

(g) **Lot** means lots 1-28 in strata scheme 102765.

(h) **Minor Renovation Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with:

(i) renovating a kitchen;

(ii) changing or installing recessed light fittings;

(iii) installing or replacing wood or other hard floors;

(iv) installing or replacing wiring or cabling or power or access points;

(v) work involving reconfiguring walls (excluding common property and/or load bearing walls);

(vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

(vii) installing a rainwater tank;

(viii) installing a clothesline;

(ix) installing a reverse cycle split system air conditioner;

(x) installing double or triple glazed windows;

(xi) installing a heat pump;

(xii) installing ceiling insulation;

(xiii) installing a ceiling fan;

(xiv) installing a dog door;

(xv) installing a garage door;

(xvi) installing a garage door motor; and

(xvii) any other worked prescribed by section 110 of the Act or regulation 28 of the Regulations as being minor renovation works

together with:

(A) ancillary works to facilitate the works referred to above; and

(B) restoration of lot and common property (including the Lot) damaged by the works referred to above,

and to be conducted strictly in accordance with the provisions of this by-law and any consents provided pursuant to this by-law.

(i) **Owner** means the owner or owners of the Lot.

(j) **Owners Corporation** means The Owners – Strata Plan No. 102765.

(k) **Plans** means the plans, documents, drawings and images for the Minor Renovation Works (if applicable).

(l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:13 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

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

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

Conditions

7. Before the Works commence, the Owner must:

   (a) provide a copy of the Plans to the Owners Corporation;
   (b) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
   (c) obtain the written approval for the location, type, size and make of the Minor Renovation Works from the Owners Corporation (such approval not to be unreasonably withheld) and the strata committee is hereby delegated the function of giving such approvals on behalf of the Owners;
   (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation; and
   (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).

8. To be compliant under this by-law, the Minor Renovation Works (if approved) must:

   (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
   (b) be manufactured and designed to specifications for domestic use;
   (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
   (d) comply with the *Home Building Act, 1989* (where relevant); and
   (e) comprise materials that are new and suitable for the purpose for which they are used.

9. To be compliant under this by-law, any air-conditioning works (if approved) must have a condenser unit (external) that:

   (a) is installed unobtrusively on the balcony or courtyard part of the Lot (or as otherwise specified by the Owners Corporation);
   (b) is not visible from street level;
   (c) has all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation;
   (d) has all hole and/or penetrations made in order to facilitate the installation adequately sealed and waterproofed; and
   (e) does not exceed 65Db(A) or such other acceptable sound rating as may be specified by an Authority or the Owners Corporation from time to time.

10. While the Minor Renovation Works are in progress the Owner of the Lot must:

    (a) use duly licensed employees, contractors or agents to conduct the Minor Renovation Works;
    (b) ensure that the Minor Renovation Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
    (c) ensure the Minor Renovation Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
    (d) ensure that the Minor Renovation Works are carried out expeditiously and with a minimum of disruption;
    (e) ensure that any electricity or other services required to operate the Minor Renovation Works are installed so that they are connected to the Lot's electricity or appropriate supply;
    (f) only carry out the Minor Renovation Works at times reasonably approved by the Owners Corporation;
    (g) perform the Minor Renovation Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
    (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:14 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(i) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovation Works;

(j) ensure that the Minor Renovation Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;

(k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and

(l) not vary or increase the scope of Minor Renovation Works without first obtaining the consent in writing from the Owners Corporation.

11. After the Minor Renovation Works have been completed, the Owner must:

(a) notify the Owners Corporation that the Minor Renovation Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Minor Renovations Works and not permitted by this by-law has been rectified;

(c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;

(d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Minor Renovation Works.

12. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 11 above have been complied with.

13. The Owner:

(a) must not carry out any alterations or additions or do any works (other than Minor Renovation Works expressly approved under this by-law);

(b) must properly maintain and upkeep the Minor Renovation Works;

(c) must ensure that the Minor Renovation Works and their use do not contravene any statutory requirements of any Authority;

(d) must use reasonable endeavours to cause as little disruption as possible when using the Minor Renovation Works;

(e) must ensure that the Minor Renovation Works do not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;

(f) must ensure that the Minor Renovation Works do not cause water escape or water penetration to lot or common property;

(g) must comply with all directions, orders and requirements of any Authority relating to the Minor Renovation Works and their use;

(h) remains liable for any damage to lot or common property (including the Lot) arising out of the Minor Renovation Works;

(i) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Minor Renovations Works including their use.

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

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work; and

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

15. The Minor Renovation Works will always remain the property of the Owner.

16. In the event that the Owner desires to remove the Minor Renovation Works, the provisions of Clauses 10-13 will apply.

.

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:15 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Part 1
Part 1.1 – Application of by-law

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

Part 1.2 – This by-law to prevail

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

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

Part 2 – Definitions and interpretations

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

(a) **Act** means the *Strata Schemes Management Act, 2015*.
(b) **Contractor** means any contractor, employee or tradesperson engaged by the Owners Corporation to carry out works on behalf of the Owners Corporation from time to time, whether or not on a recurring basis.
(c) **Court or Tribunal** means any Australian court or tribunal
(d) **Fire Certifier** means any certifier engaged to perform a Fire Safety Inspection or Fire Safety Services on behalf of Strata Scheme 102765 from time to time.
(e) **Fire Safety Inspection** means any inspection carried out on lot or common property by a Fire Certifier for the purpose of assessing the fire safety compliance status of Strata Scheme 102765 with respect to applicable fire safety regulations.
(f) **Fire Safety Services** means any services carried out on lot or common property by a Fire Certifier.
(g) **Lot** means any lot in Strata Scheme 102765.
(h) **Notice to Comply** means a notice served on an owner or occupier of a Lot requiring the owner or occupier to comply with a specified by-law, pursuant to section 146 of the Act.
(i) **Order** means an order of any Court or Tribunal.
(j) **Owner"** means the owner of the Lot.
(k) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 102765.
(l) **Proceedings** means any application to or action in any Court or Tribunal.

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

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

2.3 For the avoidance of doubt, Fire Safety Inspections include regular periodic inspections and subsequent inspections required to further investigate or rectify fire safety defects and / or hazards.

Part 3 – Recovery of expenses

3.1 An Owner or occupier of a Lot who:

(a) fails to nominate an appropriate time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
(b) nominates a time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier but fails to make their lot available at the nominated time;
(c) causes, through their actions or omissions (including but not limited to the performance of unauthorised works to lot or common property) the Owners Corporation to be issued with a fire order;

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:16 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(d) triggers a false fire alarm and/or causes, through their actions or omissions the Owners Corporation to incur false fire alarm call out charges from Fire and Rescue NSW (whether directly or through the Owners Corporation's contractor);

(e) liaises with, corresponds with, directs or instructs the Owners Corporation's Contractor or engages in discourse with the Contractor in relation to any matter being attended to on behalf of the Owners Corporation by the Contractor, without the prior written approval of the Owners Corporation;

(f) fails to nominate an appropriate time for their Lot to be inspected by a Contractor or made available for works by a Contractor within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;

(g) nominates a time for their lot to be inspected by a Contractor or made available for works by a Contractor but fails to make their lot available at the nominated time;

(h) instigates, commences or continues with any Proceedings (including but not limited to appeal proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the Owner or occupier;

(i) contravenes any by-law applicable to the strata scheme, and is issued with a Notice to Comply by the Owners Corporation in relation to that breach;

(j) instigates or allows repairs by the Owners Corporation's Contractor to the Owner's Lot property, whether directly or through the property manager for the respective Lot;

(k) causes (through their direct or indirect action or omission) the Owners Corporation to incur additional strata management expenses (for example, by way of instruction to the strata managing agent without the authority or approval of the Owners Corporation);

(l) causes the Owners Corporation to convene a general meeting or strata committee meeting to consider the Owner's proposed renovation Works (whether or not the proposed renovation works are Minor Renovation Works for the purposes of section 110 of the Act);

(m) causes the Owners Corporation to incur by-law drafting and/or registration expenses in relation to the Owner's proposed renovation Works; or

(n) damages or defaces common property (whether or not wilfully), causing the Owners Corporation to incur repair costs in connection with that damage;

Indemnifies the Owners Corporation for the expenses incurred in connection with that conduct.

3.2 For the avoidance of doubt, the reference to expenses in clause 3.1 above includes (but is not limited to):

(a) Fire Certifier expenses;

(b) the sum of any fire order;

(c) strata managing agent fees;

(d) legal costs and disbursements;

(e) expert fees;

(f) expenses incurred by the Owners Corporation in connection with issuing a Notice to Comply;

(g) Contractor callout fees;

(h) Associated expenses incurred by the Owners Corporation in connection with the maintenance, repair, renewal or replacement of Owners' Lot property; and

(i) New South Wales Land Registry Service registration fees.

3.3 The expenses referred to in paragraph 3.1 above are payable by the relevant Owner or occupier to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.

3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

3.5 The Owners acknowledge that the Owners Corporation may recover any expenses pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner of a Lot in circumstances where the expenses were occasioned by, relate to or are the direct or indirect result of the actions or omissions of the occupier of the Lot.

THE OWNERS - STRATA PLAN No. 10265
The Common Seal of

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:17 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Form: 15CH
Edition: 1705

CONSOLIDATION/ CHANGE OF BY-LAWS

Leave this space clear. Affix additional pages to the top left-hand corner.

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

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

(A) TORRENS TITLE — For the common property: CP/SP 102765

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
296X	Conti Strata PO Box 443 CONCORD NSW 2137 Reference (optional):	(02) 9716 8686 LPI No. 135135U CH

(C) The Owners-Strata Plan No 102765 certify that a special resolution was passed on 27 September 2021

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

(E) Repealed by-law No.
Added by-law No. Special By-Laws 1, 2 & 3
Amended by-law No.
as fully set out below:

As set out in Annexure A – Pages 11-16

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

(G) The seal of The Owners-Strata Plan No. 102765 was affixed on 18 November 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature
Name Amy Kardum
Authority Conti Strata, Strata Managing Agents

THE OWNERS - STRATA PLAN No. 102765 The Common Seal of

Signature
Name
Authority

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Req:R618516 /Doc:DL AR635140 /Rev:23-Nov-2021 /NSW LRS /Prt:25-May-2023 10:04 /Seq:18 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Approved Form 10

Certificate re Initial Period

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

* that the initial period has expired.

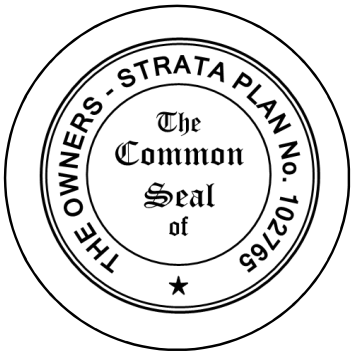
~~* the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No **102765** was affixed on **17th November 2021** in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: .....

Name: **Amy Kardum**

Authority: **Conti Strata, Strata Managing Agents**



Signature: .....

Name: .....

Authority: .....

^ Insert appropriate date

* Strike through if inapplicable.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:1 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	CONTI - SP 1027

Land Registry Document Identification

AS517539

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP102765	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102765

Other legal entity

Meeting Date

26/09/2022

Repealed by-law No.	
Details	N/A
Amended by-law No.	
Details	N/A
Added by-law No.	
Details	Special By-Law 4

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP102765
Signer Name	ANDREW WILLIAM MCNEILL
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/09/2022

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:2 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

ANNEXURE A

BY-LAW 1 - NOISE

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

BY-LAW 2 - VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

BY-LAW 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.

BY-LAW 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.

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 clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, 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, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

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

THE OWNERS - STRATA PLAN No. 10276 The Common Seal of

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:3 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(5) Despite section 106 of the Act, the owner of a lot must:

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

(6) Clause (3) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.

BY-LAW 10 - HANGING OUT OF WASHING

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause; washing includes any clothing, towel, bedding or other article of a similar type.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:4 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

BY-LAW 11 - PRESERVATION OF FIRE SAFETY

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

BY-LAW 12 - CLEANING WINDOWS AND DOORS

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

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

BY-LAW 13 - STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

BY-LAW 14 - CHANGES TO FLOOR COVERINGS AND SURFACES

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

BY-LAW 15 - FLOOR COVERINGS

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

BY-LAW 16 - GARBAGE DISPOSAL

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

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

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:5 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

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

(2) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(3) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

BY-LAW 17 - KEEPING OF ANIMALS

(1) Subject to section 139 (5) of the Act, an owner or occupier may keep an animal on the lot or common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and
(b) supervise the animal when it is on the common property, and
(c) carry the animal when it is on the common property, and
(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in Section 9 of the *Disability Discrimination Act 19912 (C'wth)*.

BY-LAW 18 - APPEARANCE OF LOT

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

BY-LAW 19 - CHANGE IN USE OF LOT TO BE NOTIFIED

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:6 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity =being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

BY-LAW 20 - PROVISION OF AMENITIES OR SERVICES

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

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

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

Note. Section 117 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.

BY-LAW 21 - COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

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

BY-LAW 22 - SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

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

BY-LAW 23 – SMOKING

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

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

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:7 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

BY-LAW 24 - LOTS 1-28 - EXCLUSIVE USE

Rights

(1) The Owner under this by-law is the owner/s of lots 1 to 28.

(2) The rights and obligations conferred pursuant to this by-law are conferred severally.

(3) The Owner has the exclusive use of the following items of common property insofar as those items exclusively service the respective Lot, subject to the following conditions and owners corporation's rights:

(a) flyscreens and screen doors;
(b) exhaust fans;
(c) air-conditioning systems;
(d) pavers within courtyards;
(e) any timber decks, timber pergolas or timber steps within courtyards;
(f) floorboards and parquetry flooring;
(g) lighting, phone, television and electricity wiring;
(h) light fittings and ancillary fixtures and fittings (including but not limited to transformers and down lights); and
(i) light switches, television sockets and electricity sockets.

Conditions

(4) The Owner must (at their cost) maintain, renew, repair and (if necessary) replace the common property items exclusively servicing the respective lot referred to in clause 3 above.

(5) For the avoidance of doubt, the owners corporation will continue to be responsible for maintaining, renewing, repairing and (if necessary) replacing common property items exclusively servicing the respective lot which are not referred to in clause 3 above.

Owners Corporation's rights

(6) The Owner acknowledges that if they fail to comply with any obligation under this by-law, then the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:

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

*** See explanatory notes**

Explanatory Notes

These notes form part of this by-law.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:8 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Where any of the by-law terms are defined in the *Strata Schemes Management Act, 2015 (NSW)* (the "Act"), they will have the same meanings as those words are attributed under the Act.
In this by-law, except when the context requires otherwise:

- the singular includes the plural and vice versa,
- words implying any gender encompass all genders, and
- references to any statutory rule or Regulation include any variation, re-enactment or replacement of that statutory rule or Regulation.

BY LAW 25 - CCTV

Part 1 – Preamble

1.1. This by-law is made for the purpose of the control, management, administration and use of common property for the strata scheme.

1.2. Its principal purpose is to provide additional security and safety for the residents of the strata scheme by empowering the owners corporation to:

(a) install CCTV Equipment; and

(b) keep the CCTV Equipment installed on the common property and regulate it's use.

Part 2 – Grant of Power

2.1. Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions:

(a) to install CCTV Equipment on the common property;

(b) to keep the CCTV Equipment so installed;

(c) to maintain the CCTV Equipment, keep it in good and serviceable repair, and renew and/or replace the CCTV Equipment if required; and

(d) to impose conditions in relation to and otherwise regulate the operation and use of the CCTV Equipment.

Part 2 (cont.) - Definitions & Interpretation

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

(a) **Act** means the *Strata Schemes Management Act, 2015.*

(b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

(c) **Building** means the building known as "Kirra", situated at 50 Flora Street, Kirrawee.

(d) **Building Manager** (if any appointed) has the meaning given to it in section 66 of the Act.

(e) **CCTV Contractor** means a contractor engaged by or on behalf of the Owners Corporation to install, maintain, repair or otherwise manage or facilitate the CCTV Equipment (including the storage of footage captured by the CCTV Equipment).

(f) **CCTV Equipment** means all parts of the Owners Corporation's installation of closed-circuit television equipment including any and all cameras, monitors, recording devices, hard drives, wires, cables, ducting connectors and power supply.

(g) **Lot** means any lot in strata plan 102765.

(h) **Occupier** means a person in lawful occupation of the Lot.

(i) **Owner** means the owner of the Lot.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:9 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 102765.

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

(a) the singular includes the plural and vice versa;

(b) any gender includes the other genders;

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

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

Part 3 – Installation of CCTV Equipment

3.1. The Owners Corporation shall install CCTV Equipment upon the common property of the Building.

3.2. The Owners Corporation must ensure that where relevant, the provisions of the Building Code of Australia, Australian Standards and *Home Building Act, 1989* are complied with.

3.3. The Owners Corporation is hereby empowered to engage third party contractors to:

(a) install, maintain and repair the CCTV Equipment; and

(b) archive, monitor and store any footage captured by the CCTV Equipment.

Part 4 - Enduring Obligations

4.1. An Owner or Occupier of a Lot must not damage or deface the CCTV Equipment and must ensure that their invitees do not damage or deface the CCTV Equipment.

4.2. Each Owner and Occupier hereby acknowledges that:

(a) the CCTV Equipment may capture footage of them and their guests/invitees while on and about the common property;

(b) the Owners Corporation is hereby empowered to use footage captured by the CCTV Equipment in enforcing the by-laws in force for the strata scheme (including relying on any such footage as evidence of a breach of a by-law or by-laws in any court or tribunal proceedings);

(c) footage captured by the CCTV Equipment is confidential, remains the property of the Owners Corporation and will be kept by the Owners Corporation (or its CCTV Contractor) at the sole discretion of the Owners Corporation;

(d) the Owners Corporation is not required to release any footage captured by the CCTV Equipment to any person, unless compelled to do so by the NSW Police Force;

(e) Owners and Occupiers are not entitled to access or view footage captured by the CCTV Equipment other than in accordance with this by-law; and

(f) In the event that the strata committee requires to inspect footage captured by the CCTV, that inspection must take place by the chairperson (or his nominated representative) and in the presence of the Building Manager (where appointed).

4.3 In the event that the NSW Police Force requires access to footage captured by the CCTV Equipment, such a request must be made in writing to the strata managing agent or Building Manager (if applicable), and in such event, the Building Manager will provide NSW Police Force with access to the footage so that it may be downloaded.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:10 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

4.4 An Owner or Occupier wishing to access footage captured by the CCTV Equipment (for instance, for the purposes of New South Wales Civil and Administrative Tribunal proceedings):

(a) must make a request to do so in writing to the strata managing agent or Building Manager;

(b) acknowledges that access to the footage is at the sole discretion of the Owners Corporation and its strata committee;

(c) acknowledges that access to footage will not be given other than where authorised by resolution of the Owners Corporation or its strata committee; and

(d) indemnifies the Owners Corporation for any costs incurred by the Owners Corporation (including CCTV Contractor fees) arising out of the giving of access to the footage.

4.5 Each Owner hereby indemnifies the Owners Corporation against any costs or losses suffered in respect of any breach of this by-law including but not limited to all actions, proceedings, claims, damages, legal and strata management costs or any sum payable by way of increased insurance premiums.

Part 5 - Owners Corporation's Rights

5. If an Owner or Occupier fails to comply with any obligation under this by-law, THEN the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so the Owners Corporation has the right to -:

(a) enter upon any part of the parcel, and

(b) recover the costs of doing so from the Owner as a debt (and include reference of that debt on levy notices and other levy reports or information) and the Owner acknowledges that any debt for which the owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Part 6 - Owner's Indemnity

6. All Owners acknowledge that they are jointly and severally liable together with the Occupier of the Lot for any contravention of any obligation or condition under this by-law by the Occupier of the Lot.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:11 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

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

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:12 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Operation of by-law

1. The Owner under this by-law is the owner or owners of lots 1-28.

2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 102765, the terms of this by-law shall prevail to the extent of that inconsistency.

3. The Owner has right to perform Minor Renovation Works and keep the Minor Renovation Works installed on the common property subject to the conditions set out in this by-law.

4. The rights and obligations conferred under this by-law are conferred jointly and severally.

Definitions

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

(a) **Act** means the *Strata Schemes Management Act, 2015.*

(b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.

(c) **Building** means the building situated at 50 Flora Street, Kirrawee.

(d) **Council** means Sutherland Shire Council.

(f) **Insurance** means:

(i) contractors all risk insurance (including public liability insurance) in the sum of $10,000,000;

(ii) workers compensation insurance; and

(iii) insurance required under the *Home Building Act, 1989* (if any).

(g) **Lot** means lots 1-28 in strata scheme 102765.

(h) **Minor Renovation Works** means the Owner's works to the Lot and the common property to be carried out for and in connection with:

(i) renovating a kitchen;

(ii) changing or installing recessed light fittings;

(iii) installing or replacing wood or other hard floors;

(iv) installing or replacing wiring or cabling or power or access points;

(v) work involving reconfiguring walls (excluding common property and/or load bearing walls);

(vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

(vii) installing a rainwater tank;

(viii) installing a clothesline;

(ix) installing a reverse cycle split system air conditioner;

(x) installing double or triple glazed windows;

(xi) installing a heat pump;

(xii) installing ceiling insulation;

(xiii) installing a ceiling fan;

(xiv) installing a dog door;

(xv) installing a garage door;

(xvi) installing a garage door motor; and

(xvii) any other worked prescribed by section 110 of the Act or regulation 28 of the Regulations as being minor renovation works

together with:

(A) ancillary works to facilitate the works referred to above; and

(B) restoration of lot and common property (including the Lot) damaged by the works referred to above,

and to be conducted strictly in accordance with the provisions of this by-law and any consents provided pursuant to this by-law.

(i) **Owner** means the owner or owners of the Lot.

(j) **Owners Corporation** means The Owners – Strata Plan No. 102765.

(k) **Plans** means the plans, documents, drawings and images for the Minor Renovation Works (if applicable).

(l) **Regulations** means the *Strata Schemes Management Regulation, 2016*.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:13 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

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

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

Conditions

7. Before the Works commence, the Owner must:

   (a) provide a copy of the Plans to the Owners Corporation;
   (b) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
   (c) obtain the written approval for the location, type, size and make of the Minor Renovation Works from the Owners Corporation (such approval not to be unreasonably withheld) and the strata committee is hereby delegated the function of giving such approvals on behalf of the Owners;
   (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation; and
   (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation).

8. To be compliant under this by-law, the Minor Renovation Works (if approved) must:

   (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
   (b) be manufactured and designed to specifications for domestic use;
   (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
   (d) comply with the *Home Building Act, 1989* (where relevant); and
   (e) comprise materials that are new and suitable for the purpose for which they are used.

9. To be compliant under this by-law, any air-conditioning works (if approved) must have a condenser unit (external) that:

   (a) is installed unobtrusively on the balcony or courtyard part of the Lot (or as otherwise specified by the Owners Corporation);
   (b) is not visible from street level;
   (c) has all pipe work covered with steel piping in the same colour from time to time as the exterior walls of the Building or as otherwise reasonably directed by the Owners Corporation;
   (d) has all hole and/or penetrations made in order to facilitate the installation adequately sealed and waterproofed; and
   (e) does not exceed 65Db(A) or such other acceptable sound rating as may be specified by an Authority or the Owners Corporation from time to time.

10. While the Minor Renovation Works are in progress the Owner of the Lot must:

    (a) use duly licensed employees, contractors or agents to conduct the Minor Renovation Works;
    (b) ensure that the Minor Renovation Works are carried out utilising only highest quality materials which are fit for purpose and used in accordance with the manufacturer's directions;
    (c) ensure the Minor Renovation Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
    (d) ensure that the Minor Renovation Works are carried out expeditiously and with a minimum of disruption;
    (e) ensure that any electricity or other services required to operate the Minor Renovation Works are installed so that they are connected to the Lot's electricity or appropriate supply;
    (f) only carry out the Minor Renovation Works at times reasonably approved by the Owners Corporation;
    (g) perform the Minor Renovation Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
    (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:14 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(i) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovation Works;

(j) ensure that the Minor Renovation Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;

(k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation; and

(l) not vary or increase the scope of Minor Renovation Works without first obtaining the consent in writing from the Owners Corporation.

11. After the Minor Renovation Works have been completed, the Owner must:

(a) notify the Owners Corporation that the Minor Renovation Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Minor Renovations Works and not permitted by this by-law has been rectified;

(c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;

(d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Minor Renovation Works.

12. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clause 11 above have been complied with.

13. The Owner:

(a) must not carry out any alterations or additions or do any works (other than Minor Renovation Works expressly approved under this by-law);

(b) must properly maintain and upkeep the Minor Renovation Works;

(c) must ensure that the Minor Renovation Works and their use do not contravene any statutory requirements of any Authority;

(d) must use reasonable endeavours to cause as little disruption as possible when using the Minor Renovation Works;

(e) must ensure that the Minor Renovation Works do not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;

(f) must ensure that the Minor Renovation Works do not cause water escape or water penetration to lot or common property;

(g) must comply with all directions, orders and requirements of any Authority relating to the Minor Renovation Works and their use;

(h) remains liable for any damage to lot or common property (including the Lot) arising out of the Minor Renovation Works;

(i) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Minor Renovations Works including their use.

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

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work; and

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

15. The Minor Renovation Works will always remain the property of the Owner.

16. In the event that the Owner desires to remove the Minor Renovation Works, the provisions of Clauses 10-13 will apply.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:15 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Part 1
Part 1.1 – Application of by-law

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

Part 1.2 – This by-law to prevail

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

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

Part 2 – Definitions and interpretations

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

(a) **Act** means the *Strata Schemes Management Act, 2015*.
(b) **Contractor** means any contractor, employee or tradesperson engaged by the Owners Corporation to carry out works on behalf of the Owners Corporation from time to time, whether or not on a recurring basis.
(c) **Court or Tribunal** means any Australian court or tribunal
(d) **Fire Certifier** means any certifier engaged to perform a Fire Safety Inspection or Fire Safety Services on behalf of Strata Scheme 102765 from time to time.
(e) **Fire Safety Inspection** means any inspection carried out on lot or common property by a Fire Certifier for the purpose of assessing the fire safety compliance status of Strata Scheme 102765 with respect to applicable fire safety regulations.
(f) **Fire Safety Services** means any services carried out on lot or common property by a Fire Certifier.
(g) **Lot** means any lot in Strata Scheme 102765.
(h) **Notice to Comply** means a notice served on an owner or occupier of a Lot requiring the owner or occupier to comply with a specified by-law, pursuant to section 146 of the Act.
(i) **Order** means an order of any Court or Tribunal.
(j) **Owner"** means the owner of the Lot.
(k) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 102765.
(l) **Proceedings** means any application to or action in any Court or Tribunal.

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

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

2.3 For the avoidance of doubt, Fire Safety Inspections include regular periodic inspections and subsequent inspections required to further investigate or rectify fire safety defects and / or hazards.

Part 3 – Recovery of expenses

3.1 An Owner or occupier of a Lot who:

(a) fails to nominate an appropriate time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;
(b) nominates a time for their lot to be inspected in relation to a Fire Safety Inspection or be made available for Fire Safety Services to be conducted by a Fire Certifier but fails to make their lot available at the nominated time;
(c) causes, through their actions or omissions (including but not limited to the performance of unauthorised works to lot or common property) the Owners Corporation to be issued with a fire order;

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:16 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

(d) triggers a false fire alarm and/or causes, through their actions or omissions the Owners Corporation to incur false fire alarm call out charges from Fire and Rescue NSW (whether directly or through the Owners Corporation's contractor);

(e) liaises with, corresponds with, directs or instructs the Owners Corporation's Contractor or engages in discourse with the Contractor in relation to any matter being attended to on behalf of the Owners Corporation by the Contractor, without the prior written approval of the Owners Corporation;

(f) fails to nominate an appropriate time for their Lot to be inspected by a Contractor or made available for works by a Contractor within a period of time nominated by the Owners Corporation despite being requested to do so by the Owners Corporation;

(g) nominates a time for their lot to be inspected by a Contractor or made available for works by a Contractor but fails to make their lot available at the nominated time;

(h) instigates, commences or continues with any Proceedings (including but not limited to appeal proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the Owner or occupier;

(i) contravenes any by-law applicable to the strata scheme, and is issued with a Notice to Comply by the Owners Corporation in relation to that breach;

(j) instigates or allows repairs by the Owners Corporation's Contractor to the Owner's Lot property, whether directly or through the property manager for the respective Lot;

(k) causes (through their direct or indirect action or omission) the Owners Corporation to incur additional strata management expenses (for example, by way of instruction to the strata managing agent without the authority or approval of the Owners Corporation);

(l) causes the Owners Corporation to convene a general meeting or strata committee meeting to consider the Owner's proposed renovation Works (whether or not the proposed renovation works are Minor Renovation Works for the purposes of section 110 of the Act);

(m) causes the Owners Corporation to incur by-law drafting and/or registration expenses in relation to the Owner's proposed renovation Works; or

(n) damages or defaces common property (whether or not wilfully), causing the Owners Corporation to incur repair costs in connection with that damage;

Indemnifies the Owners Corporation for the expenses incurred in connection with that conduct.

3.2 For the avoidance of doubt, the reference to expenses in clause 3.1 above includes (but is not limited to):

(a) Fire Certifier expenses;

(b) the sum of any fire order;

(c) strata managing agent fees;

(d) legal costs and disbursements;

(e) expert fees;

(f) expenses incurred by the Owners Corporation in connection with issuing a Notice to Comply;

(g) Contractor callout fees;

(h) Associated expenses incurred by the Owners Corporation in connection with the maintenance, repair, renewal or replacement of Owners' Lot property; and

(i) New South Wales Land Registry Service registration fees.

3.3 The expenses referred to in paragraph 3.1 above are payable by the relevant Owner or occupier to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.

3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

3.5 The Owners acknowledge that the Owners Corporation may recover any expenses pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner of a Lot in circumstances where the expenses were occasioned by, relate to or are the direct or indirect result of the actions or omissions of the occupier of the Lot.

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:17 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

PART 1.1: Application of By-Law

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the provisions of Part 3 of this by-law.

PART 1.2: This By-Law to Prevail

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

If there is any direct inconsistency between this by-law and an Order of a Court or Tribunal, then the Order shall prevail to the extent of that inconsistency.

PART 2: Definitions and Interpretations

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

(a) **Act** means the Strata Schemes Management Act, 2015 (NSW).
(b) **Building** means the building in which the strata scheme is situated at 50 Flora Street, Kirrawee.
(c) **Court or Tribunal** means any Australian court or tribunal.
(c) **Excess"** means any excess applicable under the Insurance Policy.
(d) **Insurance Claim** means a claim on the owners corporations Insurance Policy by the owners corporation.
(e) **Insurance Policy** means the owners corporations building damage insurance policy with an approved insurer pursuant to section 83 of the Act.
(f) **Lot** means any lot in Strata Scheme 102765.
(g) **Owner** means the owner of the Lot.
(h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 102765.

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

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

Part 3: Recovery

3.1 In addition to the powers, duties and functions imposed on the Owners Corporation pursuant to the Act, the Owners Corporation has the additional power to recover the Excess pursuant to the terms of this by-law.

3.2 In the event that:

(a) the Owners Corporation or Owner makes an Insurance Claim on the Insurance Policy; and
(b) the Insurance Claim relates only to a part or part of the Strata Scheme that is comprised in a Lot and is not common property;

the Owner of the respective lot must reimburse the Owners Corporation the full amount of the Excess and indemnifies the Owners Corporation to the extent of the Excess in connection with the Insurance Claim.

3.3 The reimbursement referred to in paragraph 3.1 above is payable by the relevant Owner to the Owners Corporation within 14 days of being served with written notice by the Owners Corporation.

3.4 If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may recover the Excess, together with the costs of enforcement of this by-law from the Owner or occupier as a debt due (and include reference of that debt on levy notices and any other levy reports or information) and the Owner or occupier acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

THE OWNERS - STRATA PLAN No. 102765 The Common Seal of

Req:R618515 /Doc:DL AS517539 /Rev:05-Oct-2022 /NSW LRS /Prt:25-May-2023 10:04 /Seq:18 of 18
© Office of the Registrar-General /Src:InfoTrack /Ref:S230531

Form: 15CH
Edition: 1705

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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 102765

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
390G	Conti Strata PO Box 443 CONCORD NSW 2137 Reference (optional):	(02) 9716 8686 LPI No. 135135U	CH

(C) The Owners-Strata Plan No 102765 certify that a special resolution was passed on 26 September 2022

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

(E) Repealed by-law No.
Added by-law No. Special By-Law 4
Amended by-law No.
as fully set out below:

As set out in Annexure A – Page 17

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

(G) The seal of The Owners-Strata Plan No. 102765 was affixed on 26 September 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature
Name Amy Kardum — electronic signature affixed by me on 26/09/2022
Authority Conti Strata, Strata Managing Agents

THE OWNERS - STRATA PLAN No. 102765 The Common Seal of

Signature
Name
Authority

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF ..... SUBURB OF SUTHERLAND SSD E181098

Lot No. 100 House No. 48-52 STREET ..... FLORA ST SCALE: 1:300

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

MH	Manhole	G	Gully
Chr	Chamber	RV	Reflux Valve
LH	Lamphole	IO	Inspection opening
BT	Boundary Trap	Vent	Vertical Pipe
IS	Inspection Shaft	IP	Indust Pipe
Pit	Pit	MF	Mica Flap
GI	Grease Interceptor	RP	Rodding Point
STS	Greywater Treatment System		Sloped Junction
TMS	Terminal Maint. Shaft		Vertical Junction
MS	Maintenance Shaft		On Sock Junction

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bid	Bidet
V	Vent Pipe	Shr	Shower
Tr.(L)	Trough laundry	DWM	Dishwashing machine
S	Sink (kitchen)	FW	Floor waste gully
WC	Water Closet	CWM	Clothes-washing machine
Bth.	Bath Waste	BS	Sink Bar
H	Basin	LS	Sink Laboratory
AAV	Air Admittance Valve		LP Reducer

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

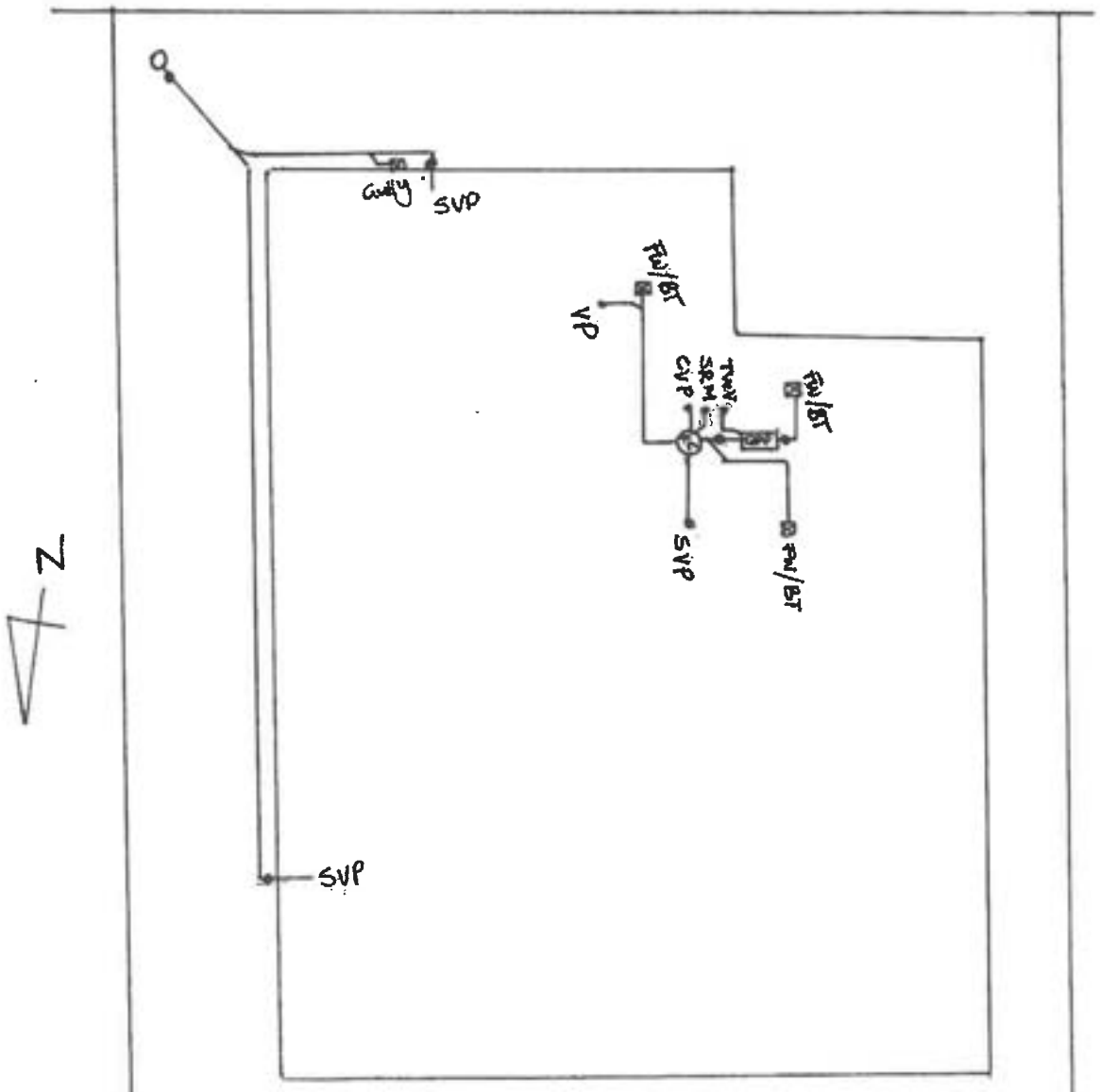
SVP	Soil Vent Pipe	WS	Waste Stack

E	ELEC.
	Pump Unit
	Boundary Valve
PRV	Boundary Valve with PRV
	Alarm Control Panel
	LP Stop Valve
	LP Air Valve
	HSV Flow Monitor
	Vacuum Chamber
	Flushing Point

Licence No. 1659330 Licence No. .....

Permit/COC No. E181098 Permit/COC No. .....

Signature ~~ Date 12/11/2020 Signature ..... Date .....



48-52

FLORA ST

Application No. 10621804 **Created on** Jan 12, 2021 9:44:43 AM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Applicant:

Cyc & Associates Pty Ltd
505/208 Forest Rd
HURSTVILLE NSW 2220

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:23/3122	Delivery option:	
Certificate date:	24/05/2023	Your reference:	230531

Property:

Lot 7 S/P 102765
101/50 Flora Street KIRRAWEE NSW 2232

Zone:

* Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

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 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

* Sutherland Shire Local Environmental Plan 2015
* SEPP (Building Sustainability Index: BASIX) 2004
* SEPP (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* SEPP No.65 - Design Quality of Residential Apartment Development
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021

Development Control Plans

Sutherland Shire Development Control Plan 2015

2. The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:

a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) The identity of the zone, whether by reference to-
(i) a name, such as “Residential Zone” or “Heritage Area” or

(ii) a number, such as “Zone No 2 (a)”,

(b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Attached dwellings; Backpackers’ accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing;

(iii) Prohibited:

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (i) or (ii)

(c) whether additional permitted uses apply to the land,

No Additional Permitted Uses apply to this land.

(d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

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

(e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

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

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).
* The 2016 Section 7.11 Development Contributions Plan applies to this property (Effective 01/01/17).

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(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. a restriction applies to the land, but it may not apply to all of the land, and

b. 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.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(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.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

Complying development may be carried out on the land under the Industrial and Business Alterations Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying*

Development Codes) 2008.

Industrial and Business Buildings Code

Complying development may be carried out on the land under the Industrial and Business Buildings Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(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.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

Green Field Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

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

The code is not varied under Clause 1.12 of *State*

Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code may be carried out on the land.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

5. Exempt Development

(1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. 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

9. Flood related development controls information

(1) Is the land or part of the land is within the flood planning area and subject to flood related development controls?

No

(2) Is the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

(1) Is any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

No

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

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

17. Biodiversity Certified Land

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

No

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

18. Orders Under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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 1 January 2011.

20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or

No

(b) shown on the Lighting Intensity and Wind Shear Map?, or

No

(c) shown on the Obstacle Limitation Surface Map?, or

No

(d) in the "public safety area" on the Public Safety Area Map?, or

No

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

None found.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

None found.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

None found.

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Any Other Prescribed Matter

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

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Strategic Planning

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

© 2018 Copyright of HWL Ebsworth Lawyers which has approved this page and the following 3 pages. Unauthorised reproduction in whole or in part is an infringement of copyright

(d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  (iv) any realignment or proposed realignment of any road adjoining them?

(v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

22.

(a) If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

25. Are there any:
(a) orders of the Tribunal;
(b) notices of or investigations by the Owners Corporation;
(c) notices or orders issued by any Court; or
(d) notices or orders issued by the Council or any public authority or water authority,
affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?

28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
(a) a collective sale of the strata scheme; or
(b) a redevelopment of the strata scheme (including a strata renewal proposal)?
If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?

30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

31. If the Property includes a utility lot, please specify the restrictions.

32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
(a) who has been appointed to each role;
(b) when does the term or each appointment expire; and
(c) what functions have been delegated to the strata managing agent and/or the building manager.

34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.

37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.

39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?

41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.

42. Has the Owners Corporation met all of its obligations under the Act relating to:
(a) insurances;
(b) fire safety;
(c) occupational health and safety;
(d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

(e) the preparation and review of the 10 year plan for the capital works fund; and

(f) repair and maintenance.

43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?

44. Has an internal dispute resolution process been established? If so, what are its terms?

45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.

49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

52. The purchaser reserves the right to make further requisitions prior to completion.

53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Replies to Strata Title (Residential) Property Requisitions on Title

Subject to the Contract and so far as the vendor is aware, it makes the following replies:

Possession and tenancies

1. Noted, subject to the contract.
2. As far as the vendor is aware, no, but the purchaser must rely on its own inquiries.
3. (a)-(f) Not applicable.
4. As far as the vendor is aware, no, but the purchaser must rely on its own inquiries.
5. (a)-(b) Not applicable.

Title

6. Noted, subject to the contract.
7. Noted, subject to the contract.
8. As far as the vendor is aware, no, but the purchaser must rely on its own inquiries.
9. From 11 October 2021, paper certificates of title are no longer a legal document. However, title may be confirmed by making inquiries to the NSW Land Registry Services.
10. As far as the vendor is aware, no, but the purchaser must rely on its own inquiries.

Adjustments

11. Noted, subject to the contract.
12. (a)-(b) The vendor relies on the land tax certificate annexed to the contract or otherwise provided to the purchaser prior to settlement, whichever is the latter.
13. The vendor relies on the contract.

Survey and building

14. Noted, subject to the contract.
15. No.
16. (a) Presumably yes, but the purchaser must rely on its own inquiries.
(b) Not to the vendor's knowledge, but the purchaser must rely on its own inquiries.
(c) No.
(d) This has been provided previously.
(e) In respect of any residential building work carried out in the last 7 years:
(i) the vendor relies on the contract;
(ii) presumably around the time prior to registration of the strata plan;
(iii) the vendor is not aware, the purchaser must rely on its own inquiries;
and
(iv) the vendor relies on the contract.
(f) Not to the vendor's knowledge, but the purchaser must rely on its own inquiries.
(g) (i)-(ii) Not to the vendor's knowledge, but the purchaser must rely on its own inquiries.
17. (a)-(g) The vendor is not aware, but the purchaser must rely on its own inquiries.

18. (a) As for the vendor, no, but the vendor cannot speak for any predecessors on title or the owners corporation.
(b) The vendor relies on the contract. The purchaser must rely on its own inquiries.
19. (a)-(f) The vendor relies on the contract. The purchaser must rely on its own inquiries.
20. (a)-(b) The vendor is not aware, but the purchaser must rely on its own inquiries.

Affectations, notices and claims

21. (a) The vendor is not aware, but the purchaser must rely on its own inquiries.
(b) Not to the vendor's knowledge, but the purchaser must rely on its own inquiries.
(c)(i)-(iii) The vendor is not aware, but the purchaser must rely on its own inquiries.
(d)(i)-(v) Not to the vendor's knowledge, but the purchaser must rely on its own inquiries.
22. (a)(i)-(iii) Not applicable.
(b)(i)-(ii) Not applicable.

Applications, Orders etc

23. As for the vendor, no, but the vendor cannot speak for the owners corporation, the purchaser must rely on its own inquiries.
24. As for the vendor, no, but the vendor cannot speak for the owners corporation, the purchaser must rely on its own inquiries.
25. (a)-(d) As for the property, no, but the vendor cannot speak for any common properties, the purchaser must rely on its own inquiries.
26. Not to the vendor's knowledge, but the purchaser must rely on its own inquiries.
27. Not to the vendor's knowledge, but the purchaser must rely on its own inquiries.
28. (a)-(b) Not to the vendor's knowledge, but the vendor cannot speak for the owners corporation, the purchaser must rely on its own inquiries.

Owners Corporation management

29. Presumably yes, but the purchaser must rely on its own inquiries.
30. The vendor is not aware and cannot speak for the owners corporation, the purchaser must rely on its own inquiries.
31. The vendor relies on the contract, the purchaser must rely on its own inquiries.
32. The purchaser must rely on its own inquiries.
33. (a)-(c) The purchaser must rely on its own inquiries.
34. The vendor is not aware and cannot speak for the owners corporation, the purchaser must rely on its own inquiries.
35. The vendor is not aware, the purchaser must rely on its own inquiries.
36. The vendor relies on the contract, the purchaser must rely on its own inquiries.
37. The vendor relies on the contract, the purchaser must rely on its own inquiries.
38. The vendor relies on the contract, the purchaser must rely on its own inquiries.
39. The vendor is not aware, the purchaser must rely on its own inquiries.
40. The vendor relies on the contract, the purchaser must rely on its own inquiries.
41. The vendor relies on the contract, in particular, special condition 34.19. The purchaser must serve an information certificate to the vendor at least 7 days before the date for completion.
42. (a)-(f) Presumably yes, but the purchaser must rely on its own inquiries.
43. As for the property, no, but the vendor cannot speak for the common property, the

purchaser must rely on its own inquiries.
44. The vendor relies on the contract, the purchaser must rely on its own inquiries.
45. Presumably yes, but the purchaser must rely on its own inquiries.

Capacity

46. Noted, subject to the contract.

Requisitions and transfer

47. Noted, subject to the contract.
48. Noted, subject to the contract.
49. Noted, subject to the contract.
50. We understand that Certificate Authentication Code is no longer required from 11 October 2021.
51. Noted, subject to the contract.
52. This alleged right is not admitted.
53. Not agreed.