

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

- 44.4 Each Grantee exercising the rights granted under the terms of this Easement shall contribute towards the costs of complying with their obligations under the terms of this easement in shares based on the relative proportion of the size in square metres of the Lot Benefited.
- 45 **TERMS OF EASEMENT FOR USE OF GARBAGE ROOM NO. 3 5.21M WIDE LIMITED IN STRATUM (W) FORTYFIRSTLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
AND VARIABLE WIDTH
- 45.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use those parts of the Lot Burdened marked "W" on the Plan ("Easement Site") to access and use the garbage room.
- 45.2 The Grantee, at its cost:
- (a) may install, fit and maintain garbage and recycling bins in Garbage Room No. 3.
 - (b) may secure Garbage Room No. 3, provided that the Grantee provides the Grantor with access to the garbage room on reasonable notice to allow the Grantor to comply with its obligations under the Strata Management Statement and the law;
 - (c) keeping Garbage Room No. 3 clean and properly sanitized at all times (including garbage and recycling bins); and
 - (d) must regularly arrange for garbage and recyclable materials to be removed from Garbage Room No. 3 and disposed of.
- 45.3 In exercise of the rights and obligations under the terms of this Easement the Grantee shall not unreasonably interfere with the rights of other Grantee exercising their rights.
- 46 **TERMS OF PUBLIC POSITIVE COVENANT FORTYSECONDLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 46.1 The Grantor covenants with the Council under section 88E of the Act in respect of clauses 46.2 to 46.6 below.
- 46.2 For the purpose of this covenant the Artefacts Store Room is the Archaeological Store in Level 2 of Lot 2 of this Plan containing artefacts. Artefacts include items of cultural and historical significance discovered during archaeological digs within Lot 22.
- 46.3 The Grantor shall subject to clauses 46.4 and 46.5 permit free general public access to the Artefacts Store Room.
- 46.4 The Grantor shall:
- (a) maintain the artifacts and Artifacts Store Room in good order; and
 - (b) take necessary security measures to ensure the artifacts are protected from theft or damage.



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- 46.5 The Grantor shall not unreasonably deny access to view the artefacts by members of the public. All requests to access to the Artefacts Store Room must be made in writing to the Grantor and any written application being made to the Grantor must demonstrate the bonafides of the Applicant for access.
- 46.6 The Grantor in granting access to view the artefacts may impose reasonable conditions of entry in order to ensure the security of the artefacts.
- 47 RESTRICTION ON USE OF LAND FORTYTHIRDLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 47.1 This instrument limits the use of commercial car parking spaces, within the Lot Burdened to only an occupant or tenant of Lots 4 to 8 inclusive of this Plan.
- 47.2 The Council of the City of Sydney is the Authority with the power to release, vary or modify the restriction on use of land.
- 48 TERMS OF PUBLIC POSITIVE COVENANT FORTYFOURTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 48.1 The Grantor covenants that it shall maintain the service structures referred to in clause 66 of this instrument at all times by, amongst other things, ensuring that the service structure is regularly inspected, maintained, repaired and kept in a sound structural condition.
- 48.2 If the Grantor does not maintain the service structures provided in the Lot Burdened to the Lot Benefited as required under clause 48.1, the Grantee, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
- (a) carry out work on the Lot Burdened to ensure that service structure is maintained to the Lot Benefited; and
 - (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 48.3 In exercising its rights under this public positive covenant the Grantee must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
 - (d) if damage (being damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of this clause 48.3) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.



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48.4 Except when urgent work is required, the Grantee must:

- (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
- (b) enter the Lot Burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
- (c) comply with the reasonable directions of the Grantor (which term, for the purposes of this clause 48.4(c) does not include any lessee under a lot lease in a leasehold strata scheme registered (in respect of the Lot Burdened) under the Act) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.

48.5 The Grantor jointly and severally releases and indemnifies the Grantee (if the Grantee is an Authority), the Council or relevant Authority, as the case may be, against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working or by reason of the Grantee, carrying out the repairs or maintenance works contemplated under clause 48.2, including:

- (a) all costs incurred by the Grantee under clause 48.2;
- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

48.6 The Grantor's release and indemnity under clause 48.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.

49 TERMS OF EASEMENT FOR THE PLACEMENT OF TABLES AND CHAIRS VARIABLE WIDTH LIMITED IN STRATUM (AC) FORTYFIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

49.1 The Grantor grants the right for the Grantee and all persons authorised by it from time to time to use those parts of the Lot Burdened marked "AC" on the Plan ("Easement Site") to place tables and chairs within the Easement Site and to use them in conjunction with commercial activities conducted within the Lot Benefited.

49.2 The rights granted under this easement are subject to the Grantee ensuring that:

- (a) the Easement Site remains clean and tidy at all times;
- (b) any damage caused in the exercise of the rights granted under this Easement is made good at the cost of the Grantee; and
- (c) all tables and chairs are removed from the Easement Site each day at the cessation of



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commercial activities within the Lot Benefited.

49.3 The Grantee indemnifies the Grantor against all liability or loss arising from injury to or death of any person or any damage to any property caused by negligent or reckless exercise of the rights or performance of the obligations contained by this easement.

49.4 The exercise of the rights under this Easement is subject to the Grantee obtaining all necessary approvals as may be required under the Environmental Planning and Assessment Act, 1979 with a copy of any approval issued being given to the Grantor prior to the exercise of the rights granted under this easement.

50 TERMS OF EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS TO COMMERCIAL AND RESIDENTIAL AIR-CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (O) FORTYSIXTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN

50.1 The Grantor grants the right for the Grantee and all persons authorised by it from time to time to use those parts of the Lot Burdened marked "O" on the Plan ("Easement Site") to access commercial and residential air-conditioning equipment and to exercise the rights and obligations granted under easements No. 47, 48, 49, 50, 51, 52 and 53.

50.2 The Grantee must ensure that no structural or other damage will be caused to the Lot(s) Burdened or any part of the Lot(s) Burdened or any personal property in the Lot(s) Burdened when exercising the rights granted by this easement.

50.3 The authorised person is able to park temporarily adjacent to the easement site, without blocking traffic flow, for the purpose of carrying out work authorised under the terms of this easement.

50.4 Prior to the exercise of any right granted under this easement the Grantee shall give reasonably written notice to the Grantor and obtain from the Grantor all necessary security devices for the undertaking of the work.

50.5 The Grantor is to act reasonably and may appoint a third party for the receipt of notice and the provision of security referred to in 50.4 above.

51 TERMS OF EASEMENT TO INSTALL AND MAINTAIN COMMERCIAL AIR-CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (N1) FORTYSEVENTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN

51.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use those parts of the Lot Burdened marked "N1" on the Plan ("Easement Site") to install, operate, maintain, retain and replace commercial air-conditioning equipment located within the Easement Site.

51.2 Subject to clause 51.3 the rights granted under this easement permit the Grantee to mount and support air-conditioning equipment on the walls or floor slabs within the Easement Site.

51.3 The Grantee must ensure that no structural or other damage will be caused to the Lot(s) Burdened or any part of the Lot(s) Burdened or any personal property in the Lot(s) Burdened




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when exercising the rights granted by this easement. Any damage must be made good by, and at full cost of the Grantee to the satisfaction of the Grantor.

- 51.4 The Grantee is to ensure that all equipment installed is maintained in proper working order at all times, at the cost of the Grantee.
- 51.5 In the exercise of its rights of repair and maintenance of commercial air-conditioning equipment within the Easement Site, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the Grantor and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 51.6 All air-conditioning equipment installed at the time of and subsequent to the registration of this plan servicing the Lot Benefited becomes and remains the property of the Grantee.
- 52 TERMS OF EASEMENT TO INSTALL AND MAINTAIN COMMERCIAL AIR-CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (N2) FORTYEIGHTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 52.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use those parts of the Lot Burdened marked "N2" on the Plan ("Easement Site") to install, operate, maintain, retain and replace commercial air-conditioning equipment located within the Easement Site.
- 52.2 Subject to clause 52.3 the rights granted under this easement permit the Grantee to mount and support air-conditioning equipment on the walls or floor slabs within the Easement Site.
- 52.3 The Grantee must ensure that no structural or other damage will be caused to the Lot(s) Burdened or any part of the Lot(s) Burdened or any personal property in the Lot(s) Burdened when exercising the rights granted by this easement. Any damage must be made good by and at full cost of the Grantee to the satisfaction of the Grantor.
- 52.4 The Grantee is to ensure that all equipment installed is maintained in proper working order at all times, at the cost of the Grantee.



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- 52.5 In the exercise of its rights of repair and maintenance of commercial air conditioning equipment within the Easement Site, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the Grantor and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 52.6 All air-conditioning equipment installed at the time of and subsequent to the registration of this plan servicing the Lot Benefited becomes and remains the property of the Grantee.
- 53 TERMS OF EASEMENT TO INSTALL AND MAINTAIN COMMERCIAL AIR-CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (N3) FORTYNINTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 53.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use those parts of the Lot(s) Burdened marked "N3" on the Plan ("Easement Site") to install, operate, maintain, retain and replace commercial air-conditioning equipment located within the Easement Site.
- 53.2 Subject to clause 53.3 the rights granted under this easement permit the Grantee to mount and support air-conditioning equipment on the walls or floor slabs within the Easement Site.
- 53.3 The Grantee must ensure that no structural or other damage will be caused to the Lot(s) Burdened or any part of the Lot(s) Burdened or any personal property in the Lot(s) Burdened when exercising the rights granted by this easement. Any damage must be made good by and at full cost of the Grantee to the satisfaction of the Grantor.
- 53.4 The Grantee is to ensure that all equipment installed is maintained in proper working order at all times, at the cost of the Grantee.
- 53.5 In the exercise of its rights of repair and maintenance of commercial air-conditioning equipment within the Easement Site, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;



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- (c) cause as little inconvenience as is practicable to the Grantor and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 53.6 All air-conditioning equipment installed at the time of and subsequent to the registration of this plan servicing the Lot Benefited becomes and remains the property of the Grantee.
- 54 TERMS OF EASEMENT TO INSTALL AND MAINTAIN COMMERCIAL AIR-CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (N4) FIFTIETHLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 54.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use those parts of the Lot(s) Burdened marked "N4" on the Plan ("Easement Site") to install, operate, maintain, retain and replace commercial air-conditioning equipment located within the Easement Site.
- 54.2 Subject to clause 54.3 the rights granted under this easement permit the Grantee to mount and support air-conditioning equipment on the walls or floor slabs within the Easement Site.
- 54.3 The Grantee must ensure that no structural or other damage will be caused to the Lot(s) Burdened or any part of the Lot(s) Burdened or any personal property in the Lot(s) Burdened when exercising the rights granted by this easement. Any damage must be made good by and at full cost of the Grantee to the satisfaction of the Grantor.
- 54.4 The Grantee is to ensure that all equipment installed is maintained in proper working order at all times, at the cost of the Grantee.
- 54.5 In the exercise of its rights of repair and maintenance of commercial air-conditioning equipment within the Easement Site, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the Grantor and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and



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- (f) make good any collateral damage.
- 54.6 All air-conditioning equipment installed at the time of and subsequent to the registration of this plan servicing the Lot Benefited becomes and remains the property of the Grantee.
- 55 TERMS OF EASEMENT TO INSTALL AND MAINTAIN COMMERCIAL AIR-CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (N5) FIFTYFIRSTLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 55.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use those parts of the Lot(s) Burdened marked "N5" on the Plan ("Easement Site") to install, operate, maintain, retain and replace commercial air-conditioning equipment located within the Easement Site.
- 55.2 Subject to clause 55.3 the rights granted under this easement permit the Grantee to mount and support air-conditioning equipment on the walls or floor slabs within the Easement Site.
- 55.3 The Grantee must ensure that no structural or other damage will be caused to the Lot(s) Burdened or any part of the Lot(s) Burdened or any personal property in the Lot(s) Burdened when exercising the rights granted by this easement. Any damage must be made good by and at full cost of the Grantee to the satisfaction of the Grantor.
- 55.4 The Grantee is to ensure that all equipment installed is maintained in proper working order at all times, at the cost of the Grantee.
- 55.5 In the exercise of its rights of repair and maintenance of commercial air conditioning services within the Easement Site, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the Grantor and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 55.6 All air-conditioning equipment installed at the time of and subsequent to the registration of this plan servicing the Lot Benefited becomes and remains the property of the Grantee.



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- 56 TERMS OF EASEMENT TO INSTALL AND MAINTAIN RESIDENTIAL AIR CONDITIONING EQUIPMENT AFFECTING THE WHOLE OF THE LOT FIFTYSECONDLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 56.1** The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to do anything reasonably necessary, including entering the Lot Burdened taking any thing onto the Lot Burdened for the operation, installation, replacement, repair and maintenance of residential air-conditioning equipment installed within the Lot Burdened at the time of registration of this Plan.
- 56.2** Subject to clause 56.3 the rights granted under this easement permit the Grantee to mount and support air-conditioning equipment on the walls or floor slabs within the Easement Site.
- 56.3** The Grantee must ensure that no structural or other damage will be caused to the Lot Burdened or any part of the Lot Burdened or any personal property in the Lot Burdened when exercising the rights granted by this easement. Any damage must be made good by and at full cost of the Grantee to the satisfaction of the Grantor.
- 56.4** The Grantee is to ensure that all equipment installed is maintained in proper working order at all times, at the cost of the Grantee.
- 56.5** In the exercise of its rights of repair and maintenance of residential air-conditioning equipment, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the Grantor and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 56.6** All air-conditioning equipment installed at the time of and subsequent to the registration of this plan servicing the Lot Benefited becomes and remains the property of the Grantee.
- 56.7** Subject to clauses 56.3 and 56.6 this Easement enables the Grantee to repair and maintain the residential air-conditioning equipment in the location at the time of registration of this Plan.
- 56.8** Relocation of residential air-conditioning equipment servicing the Lot Benefited shall only be relocated with the written authorisation of the Grantor.



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- 57 TERMS OF EASEMENT TO INSTALL AND MAINTAIN RESIDENTIAL AIR CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (AD) FIFTYTHIRDLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 57.1** The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to do anything reasonably necessary, including entering the Lot Burdened taking any thing onto the Lot Burdened for the operation, installation, replacement, repair and maintenance of residential air-conditioning equipment installed within the Lot Burdened at the time of registration of this Plan.
- 57.2** Subject to clause 57.3 the rights granted under this easement permit the Grantee to mount and support air-conditioning equipment on the walls or floor slabs within the Easement Site.
- 57.3** The Grantee must ensure that no structural or other damage will be caused to the Lot Burdened or any part of the Lot Burdened or any personal property in the Lot Burdened when exercising the rights granted by this easement. Any damage must be made good by and at full cost of the Grantee to the satisfaction of the Grantor.
- 57.4** The Grantee is to ensure that all equipment installed is maintained in proper working order at all times, at the cost of the Grantee.
- 57.5** In the exercise of its rights of repair and maintenance of residential air-conditioning equipment within the Easement Site, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the Grantor and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 57.6** All air-conditioning equipment installed at the time of and subsequent to the registration of this plan servicing the Lot Benefited becomes and remains the property of the Grantee.
- 57.7** Subject to clauses 57.3 and 57.6 this Easement enables the Grantee to repair and maintain the residential air-conditioning equipment in the location at the time of registration of this Plan.
- 57.8** Relocation of residential air-conditioning equipment servicing the Lot Benefited shall only be relocated with the written authorisation of the Grantor.



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- 58 TERMS OF EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LOT FIFTYFOURTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 58.1 The Grantor grants the Grantee the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support and shelter from that part of the Lot Burdened.
- 58.2 The Grantor must maintain the support and shelter to that part of the Lot Burdened which is capable of providing support and shelter to the Lot Benefited at all times by, amongst other things, ensuring that the support and shelter is regularly inspected, maintained and kept in a sound structural condition.
- 58.3 If the Grantor does not comply with its obligations under clause 58.2, the Grantee and its Authorised Users may do anything reasonably necessary for the purpose of exercising the Grantee's rights under this easement including:
- (a) carrying outwork on the Lot Burdened to ensure that support and shelter is maintained to the Lot Benefited; and
 - (b) to exercise the rights under (a) above, entering the Lot Burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 58.4 If the Grantee or an Authorised User exercises rights under clause 58.3, the Grantee and Authorised User must:
- (a) ensure that all work is done properly; and
 - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (c) restore the Lot Burdened as nearly as practicable to its former condition; and
 - (d) make good any collateral damage.
- 58.5 Except in an emergency, when no notice is required, the Grantee and its Authorised Users must provide the Grantor with reasonable notice before entering the Lot Burdened to exercise rights or comply with obligations under this easement.
- 59 TERMS OF EASEMENT FOR LIFT MOTOR PLANT AND ACCESS VARIABLE WIDTH LIMITED IN STRATUM (AF) FIFTYFIFTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN**
- 59.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorized by it from time to time and at all times to use those parts of the Lot Burdened marked "AF" on the Plan ("Easement Site") to install, repair, replace and maintain a lift motor room and to gain access to undertake such works.



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- 59.2 Subject to clause 59.3 the rights granted under this easement permit the Grantee or any authorised person to mount and support lift motor plant equipment on the walls or floor slabs within the Easement Site.
- 59.3 The Grantee must ensure that no structural or other damage will be caused to the Lot(s) Burdened or any part of the Lot(s) Burdened or any personal property in the Lot(s) Burdened when exercising the rights granted by this easement. Any damage must be made good by the Grantee to the satisfaction of the Grantor.
- 59.4 In the exercise of its rights of repair and maintenance of Services within the Easement Site, the Grantee must:
- (a) comply with all requirements of any Authority;
 - (b) ensure all work is done properly by the service provider or a licensed tradesman, and that the work is completed as quickly as practicable;
 - (c) cause as little inconvenience as is practicable to the owner and any person using the Easement Site;
 - (d) cause as little damage as is practicable to the Easement Site and any improvement on or within it;
 - (e) restore the Easement Site as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.
- 60 TERMS OF EASEMENT TO USE BICYCLE RACKS 1.36M WIDE LIMITED IN STRATUM (L1) FIFTYSIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**
- 60.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorized by it from time to time at all times to use those parts of the Lot(s) Burdened marked "L1" on the Plan ("Easement Site") for the use of bicycle racks for the parking of bicycles located within the Easement Site.
- 60.2 The Grantee is to maintain the Easement Site to the Grantor's satisfaction.
- 60.3 The Grantor will on request of the Grantee provide all security devices and information necessary to enable the Grantee to exercise the rights and obligations under this easement.
- 60.4 The Grantor shall not unreasonably refuse or delay the provision of information and security devices referred to in clause 60.3.
- 60.5 The Grantee indemnifies the Grantor against all liability or loss arising from injury to or death of any person or any damage to any property caused by negligent or reckless exercise of the rights or performance of the obligations contained by this easement.



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Corrs Chambers Westgarth
S/3357785/2

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- 60.6 The Grantee and all persons authorised by the Grantee may lock or secure their bicycles when the bicycles are parked in the Easement Site provided that they do not permanently secure a locking or safety device to the Easement Site (or a bicycle rack in it).
- 60.7 The Grantor is not responsible for the safety and security of any bicycle parked or left in the Easement Site.
- 61 TERMS OF EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (AI) FIFTYSEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**
- 61.1 The Grantor grants full, free and unimpeded right for invitees of the Grantee and all persons as authorised by it from time to time and at all times to go, pass and repass over those parts of the Lot(s) Burdened marked "AI" on the Plan ("Easement Site").
- 61.2 Subject to clause 61.3 the rights granted under this easement permit the Grantee and all authorised persons to access car parking spaces.
- 61.3 The rights granted under this easement are subject to the Grantees ensuring that no nuisance is caused to other Grantees when exercising the rights granted under this easement.
- 62 TERMS OF EASEMENT TO USE LIFT 2.1M WIDE LIMITED IN STRATUM (AJ) FIFTYEIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**
- 62.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use the lift being those parts of the Lot Burdened marked "AJ" on the Plan ("Easement Site") to enable pedestrian access to the Lots Benefited on foot or with wheelchairs or other disabled access aids.
- 62.2 Subject to clause 62.3 the rights granted under this easement permit the Grantee to transport goods including garbage waste through the Easement Site.
- 62.3 The rights granted under this easement are subject to the Grantee:
- (a) making all reasonable efforts to ensure that no nuisance is caused to other Grantees when exercising the rights granted under this easement;
 - (b) picking up any loose materials and making good any spills;
 - (c) ensuring that no structural or other damage is caused to the Easement Site or any personal property of other Grantees using the Easement Site.
- 62.4 The Grantor will on request of the Grantee provide all security devices and information necessary to enable the Grantee to exercise the rights and obligations under this easement.
- 62.5 The Grantor shall not unreasonably refuse or delay the provision of information and security devices referred to in clause 62.4.



Council Authorised Person

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

- 62.6 The Grantor may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:
- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of parts of the Easement Site by notice posted on or near the relevant area; and
 - (b) the Grantor must suspend access to and use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.
- 63 **TERMS OF EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (AH) FIFTYNINETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**
- 63.1 The Grantor grants full, free and unimpeded right for the Grantee and all persons authorised by it from time to time and at all times to use those parts of the Lot(s) Burdened marked "AH" on the Plan ("Easement Site") for pedestrian access to the Lot Benefited.
- 63.2 Subject to clause 63.3 the rights granted under this easement permit the Grantee to transport goods including garbage waste through the Easement Site.
- 63.3 The rights granted under this easement are subject to the Grantees ensuring that:
- (a) no nuisance is caused to other Grantees when exercising the rights granted under this easement;
 - (b) it picks up any loose materials and makes good any spills; and
 - (c) no structural or other damage is caused to the Easement Site or any personal property of other Grantees using the Easement Site.
- 64 **TERMS OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH LIMITED IN STRATUM (AK) SIXTIETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**
- 64.1 The Grantor subject to the conditions of this easement grants the Grantee the right to keep, maintain, repair, inspect and replace Encroaching Structures and to provide electricity service to the Encroaching Structure as required on those parts of the Lot(s) Burdened marked "AK" on the Plan ("Easement Site") comprising an awning and an advertising sign.
- 64.2 To exercise its rights or comply with its obligations under this easement, the Grantee or its Authorised Users may do anything reasonably necessary for those purposes, including entering the Lot Burdened, taking anything on to the Lot Burdened and carrying out work.
- 64.3 The Grantee and its Authorised Users must:
- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and



Council Authorised Person

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and
 - (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement; and
 - (d) obtain all necessary approvals, licences, consents etc required for the lawful erection and attachment of the Encroaching Structure or any subsequent alterations to the structure and advertising signage.
- 64.4 The Grantee shall obtain the written consent of the Grantor in connection with the erection, alteration or replacement of the Encroaching Structures or the electricity service to the Encroaching Structures or the advertising signage.
- 64.5 The Grantor shall not unreasonably withhold the written consent sought by the Grantee under clause 64.4.
- 64.6 Subject to any Strata Management Statement, the Grantee must keep the Encroaching Structure in good repair and safe condition and, where necessary, replace the Encroaching Structure.
- 64.7 If the Grantee contravenes the terms of Clause 64.3(d) or 64.4 above and fails to comply with any notice served by the Grantor in accordance with clause 64.8 in respect of any unauthorised works or signage in connection with the Encroaching Structures, the Grantor or its authorised agents has the right to carry out any work required to rectify or remove any such unauthorised structure or signage and recover from the Grantee the cost of carrying out such work by proceedings including those under section 88F of the *Conveyancing Act 1919*.
- 64.8 In exercising its rights under clause 64.7 the Grantor must:
- (a) give the Grantee at least 7 days notice of its intention to exercise those rights (except in an emergency where reasonable notice in the circumstances will suffice) setting out in the notice the works or signage the Grantor considers are unauthorised;
 - (b) ensure that all work is done properly;
 - (c) take all reasonable precautions to ensure that the Encroaching Structures are disturbed as little as possible;
 - (d) cause as little interference as practicable to the Occupier of the Lot Benefited;
 - (e) cause as little damage as is practicable to the Lot Benefited and any improvements on it; and
 - (f) enter the Lot Benefited only during times reasonably agreed by the Grantee; and
 - (g) comply with the reasonable directions of the Grantee or occupier of the Lot Benefited relating to any security arrangements in place in respect of that part of the Lot Benefited


Council Authorised Person

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

Intended to be entered by the Grantor.

If damage (being damage arising because the Grantor has not complied with paragraphs (a) to (g) inclusive of this clause 64.8 is caused, restore the Lot Benefitted and the Encroaching Structures as nearly as practicable to the condition it was in before the damage occurred.

- 64.9 The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structure.
- 64.10 The Grantor and the Grantee acknowledge that the awning that forms part of the Encroaching Structure is and will remain the property of each Grantee to the extent that the awning is attached or immediately adjacent to their Lot Benefitted.
- 64.11 The Grantee must effect at its cost proper and adequate Insurances with a reputable insurer for the following risks:
- (a) loss or damage from any cause to the Encroaching Structure or the Easement Site; and
 - (b) death of or injury to or loss or damage to property of any person on the Encroaching Structure or the Easement Site including death, injury, loss or damage arising out of or in the course of or caused by the exercise of the Grantee or any Authorised Users of its right.
- 64.12 The Grantee:
- (a) is liable for and indemnifies the Grantor against liability or loss arising from, and costs incurred in connection with, damage, loss, injury or death caused or contributed to by the act, negligence or default of the Grantee or its Authorised Users when exercising its rights or complying with its obligations in this easement; and
 - (b) releases the Grantor from, and agrees that the Grantor is not liable for, liability or loss arising from, and costs incurred in connection with, damage, loss, injury or death in connection with exercising its rights or complying with its obligations in this easement unless it is caused or contributed to by the act, negligence or default of the Grantor or its officers, employees, licensees, lessees, agents, contractors or invitees.

This indemnity is independent from the other obligations of the Grantee and continues after this easement is released or extinguished. The Grantor may enforce this indemnity before incurring expense.

65 TERMS OF EASEMENT FOR FUTURE ENCROACHMENT VARIABLE WIDTH LIMITED IN STRATUM (AL) SIXTYFIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- 65.1 The Grantor subject to the conditions of this easement grants the Grantee and all persons authorised by it the right to erect, keep, maintain, repair, inspect and replace future structures on those parts of the Lot(s) Burdened marked "AL" on the Plan ("Easement Site") for Future Encroaching Structures.


Council Authorised Person

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

- 65.2 To exercise its rights or comply with its obligations under this easement, the Grantee or its Authorised Users may do anything reasonably necessary for those purposes, including entering the Lot Burdened, taking anything on to the Lot Burdened and carrying out work.
- 65.3 The Grantee and its Authorised Users must:
- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
 - (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Easement Site or the Lot Burdened; and
 - (c) promptly rectify any damage caused to the Easement Site or the Lot Burdened while exercising rights or complying with obligations under this easement.
- 65.4 The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structure.
- 65.5 The Grantee:
- (a) is liable for and indemnifies the Grantor against liability or loss arising from, and costs incurred in connection with, damage, loss, injury or death caused or contributed to by the act, negligence or default of the Grantee or its Authorised Users when exercising its rights or complying with its obligations in this easement; and
 - (b) releases the Grantor from, and agrees that the Grantor is not liable for, liability or loss arising from, and costs incurred in connection with, damage, loss, injury or death in connection with exercising its rights or complying with its obligations in this easement unless it is caused or contributed to by the act, negligence or default of the Grantor or its officers, employees, licensees, lessees, agents, contractors or invitees.

This indemnity is independent from the other obligations of the Grantee and continues after this easement is released or extinguished. The Grantor may enforce this indemnity before incurring expense.

66 TERMS OF EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT SIXTYSECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- 66.1 The Grantor grants full, free and unimpeded right for the Grantee at all times to use the Lot Burdened for the provision of services to the Lot Benefited.
- 66.2 In exercising the rights under this easement the Grantee and any authorised person may from time to time and at all times to do anything reasonably necessary, including entering the Lot Burdened, taking anything on to the Lot Burdened for the operation and carrying out work, such as repairing or maintaining or replacement of pipes, wires, cables and conduits within the Lot Burdened.



Council Authorised Person

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

86.3 The rights granted under this easement are subject to the Grantees ensuring that:

- (a) no nuisance is caused when exercising the rights and obligations granted under this easement; and
- (b) ensuring that no structural or other damage is caused to the Easement Site.

67 TERMS OF EASEMENT FOR ACCESS TO COMMERCIAL AIR-CONDITIONING EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (AE) SIXTYTHIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

67.1 The Grantor grants full, free and unimpeded right to the Grantor and all persons authorised by it from time to time and at all times to use those parts of the Lot Burdened marked "AE" on the Plan ("Easement Site") to access commercial air-conditioning equipment located within the Easement Site.

68 CONDITIONS APPLICABLE TO ALL BENEFITS GRANTED IN THIS INSTRUMENT

68.1 The rights, easements and other benefits granted under this instrument are subject to:

- (a) the right of the Grantor and other persons lawfully entitled to use the Lot(s) Burdened from time to time, to use or continue to use the Lot(s) Burdened in any manner that does not prevent the exercise of rights granted in this instrument; and
- (b) the Grantee indemnifying the Grantor against all liability or loss arising from injury to or the death of any person or any damage to any property caused by the negligent or reckless exercise of the rights or performance of the obligations conferred by this instrument.



Council Authorised Person

Corrs Chambers Westgarth
S/3357785/2

Easement Instrument for Bullecourt Stratum Subdivision
02/08/2004

Sheet 52 of 56

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

EXECUTED by BULLECOURT PTY LIMITED)
ACN 100 251 081 by its duly appointed officer)
in the presence of:)

.....
Witness

PHILIP JOHN MACKEY

.....
Name of Witness (print)

Secretary

.....
Officer

PHILIP JOHN BEALE

.....
Name of Officer (print)

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

THE COMMON SEAL of THE
OWNERS - STRATA PLAN NO.
73085 is affixed on
In the presence of STRATA TITLE
MANAGEMENT SYDNEY being the
person(s) authorised by section 238 of
the *Strata Schemes Management Act*
1996 (NSW) to attest the affixing of
the common seal.

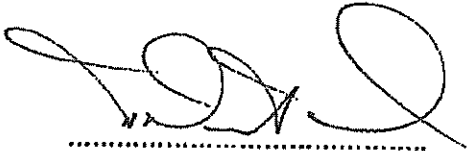
Signed by STRATA TITLE
MANAGEMENT SYDNEY according
to section 238(3)(b) of the *Strata*
Schemes Management Act 1996
(NSW) by Richard Holloway who is
the president / chairperson / other
principal officer / member of staff
authorised by the president,
chairperson or other principal officer.

.....
Signed by Richard Holloway

DP1067958

Plan of Subdivision of Lot 22 DP 1070151
Lengths are in metres

SIGNED on behalf of the COUNCIL OF
THE CITY OF SYDNEY by PETAR
VLADETA its General Counsel pursuant
to Power of Attorney Book 4275 No. 393
in the presence of:



Signature of witness

H. DIMITROVSKI

Name of witness (print)

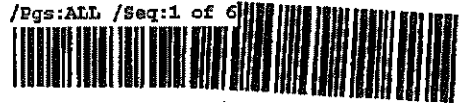


Signature of General Counsel

Form: 07L
Release: 1.1
www.lpi.nsw.gov.au

LEASE

New South Wales
Real Property Act 1900



AB553976

NEW SOUTH WALES DUTY

SECTION 179-ORIGINAL
NO DUTY PAYABLE

0002143461-001

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

STAMP DUTY

Extra fee for
Plan #75 Paid.

PL 12
28-10-2004

(A) TORRENS TITLE

or

Property leased: if appropriate, specify the part or premises

Certificate of Title 2/1067958 Formerly part of Lot 22 DP 1070151
PART being the premises shown on the plan hereto annexed marked "A" and
thereon described as "Substation No. S8365" hereinafter called the
"demised premises" together with right of way affecting land comprised
in Certificates of Title 2/1067958 and 3/1067958 and easement affecting
land comprised in Certificates of Title 1/1067958, 2/1067958 and
3/1067958 referred to in clauses 1 and 2 of Annexure "B" hereto.

(B) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

CODE

41J

Mallinsons Stephen
Jaques

Reference: ~~DP 1067958~~ 90P

L

(C) LESSOR

BULLECOURT PTY LIMITED
ABN:33 100 251 081

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

ENERGYAUSTRALIA
ABN 67 505 337 385

(F)

TENANCY:

- (G) 1. TERM: 50 years at a rental of 10c per annum if demanded
2. COMMENCING DATE: 23/12/2004
3. TERMINATING DATE: 23/12/2054
4. With an OPTION TO RENEW for a period of N.A.
set out in clause N.A of N.A
5. With an OPTION TO PURCHASE set out in clause N.A of N.A
6. Together with and reserving the RIGHTS set out in clause 1 & 2 of Annexure "B"
7. Incorporates the provisions set out in ANNEXURE "B" hereto.
8. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as
No. W578000
9. The RENT is set out in No. N.A of N.A

All handwriting must be in block capitals.

Total Pages (office use only)

Page 1 of 6

LAND AND PROPERTY INFORMATION NSW

gh

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: BULLECOURT PTY LIMITED

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

PHILIP JOHN MACKEY

SECRETARY

Signature of authorised person:

Name of authorised person:

Office held:

Philip John Beale
Director

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness:

Alan James Elmer
570 George Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

EMERGYAUSTRALIA

4368

61

(I) STATUTORY DECLARATION

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
2. The lessee under that lease has not exercised the option

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____

in the State of New South Wales

on _____

in the presence of—

Signature of witness:

Signature of lessor:

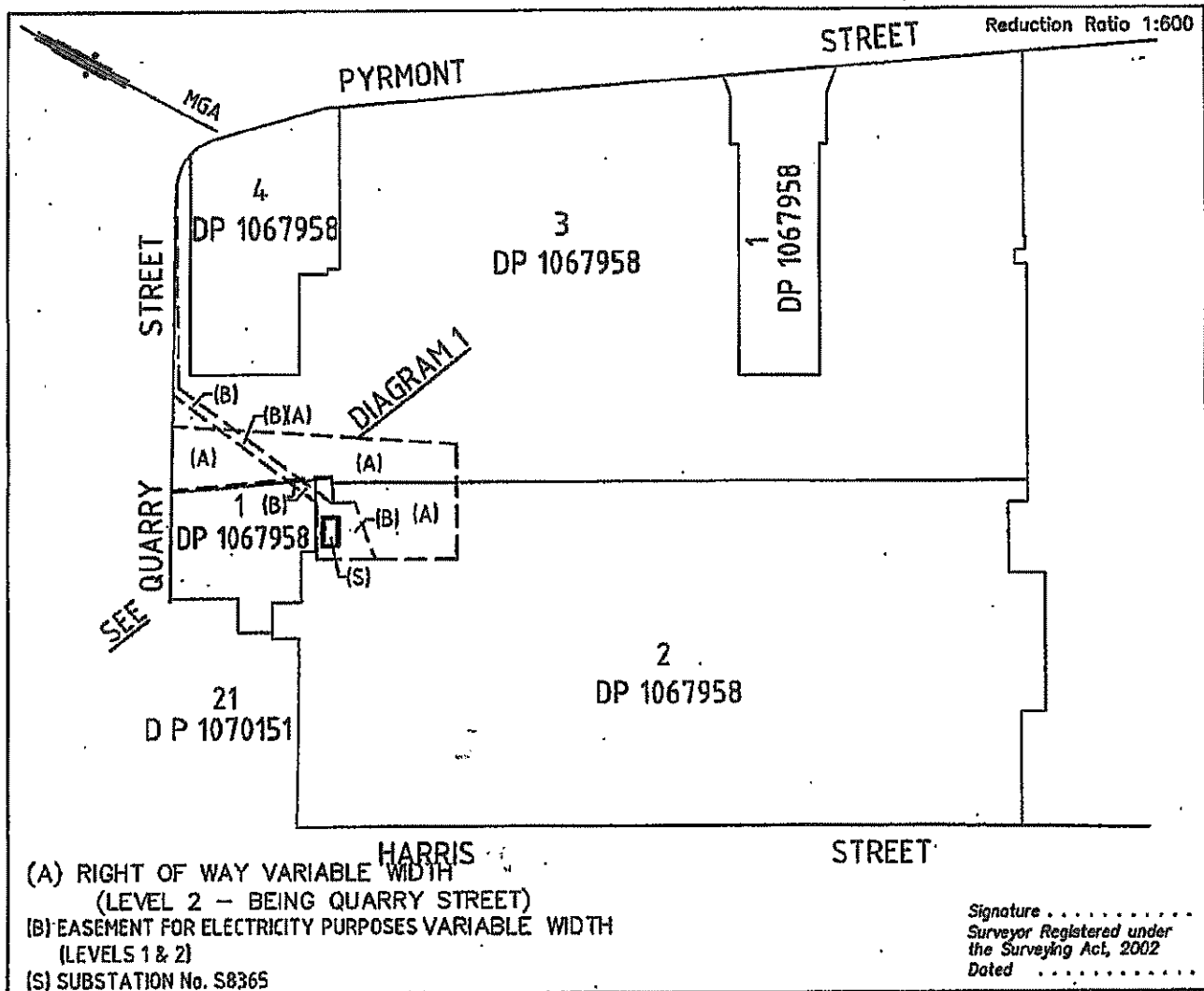
Name of witness:

Address of witness:

Qualification of witness:

PLAN SHOWING SUBSTATION PREMISES No. S8365,
RIGHT OF WAY AND EASEMENT FOR ELECTRICITY
PURPOSES WITHIN FOLIO IDENTIFIERS
1/1067958, 2/1067958 & 3/1067958

LGA : SYDNEY
Locality: ULTIMO
Parish: St ANDREW
County: CUMBERLAND



Signatures and Seals of Parties

THIS IS THE PLAN MARKED REFERRED TO IN

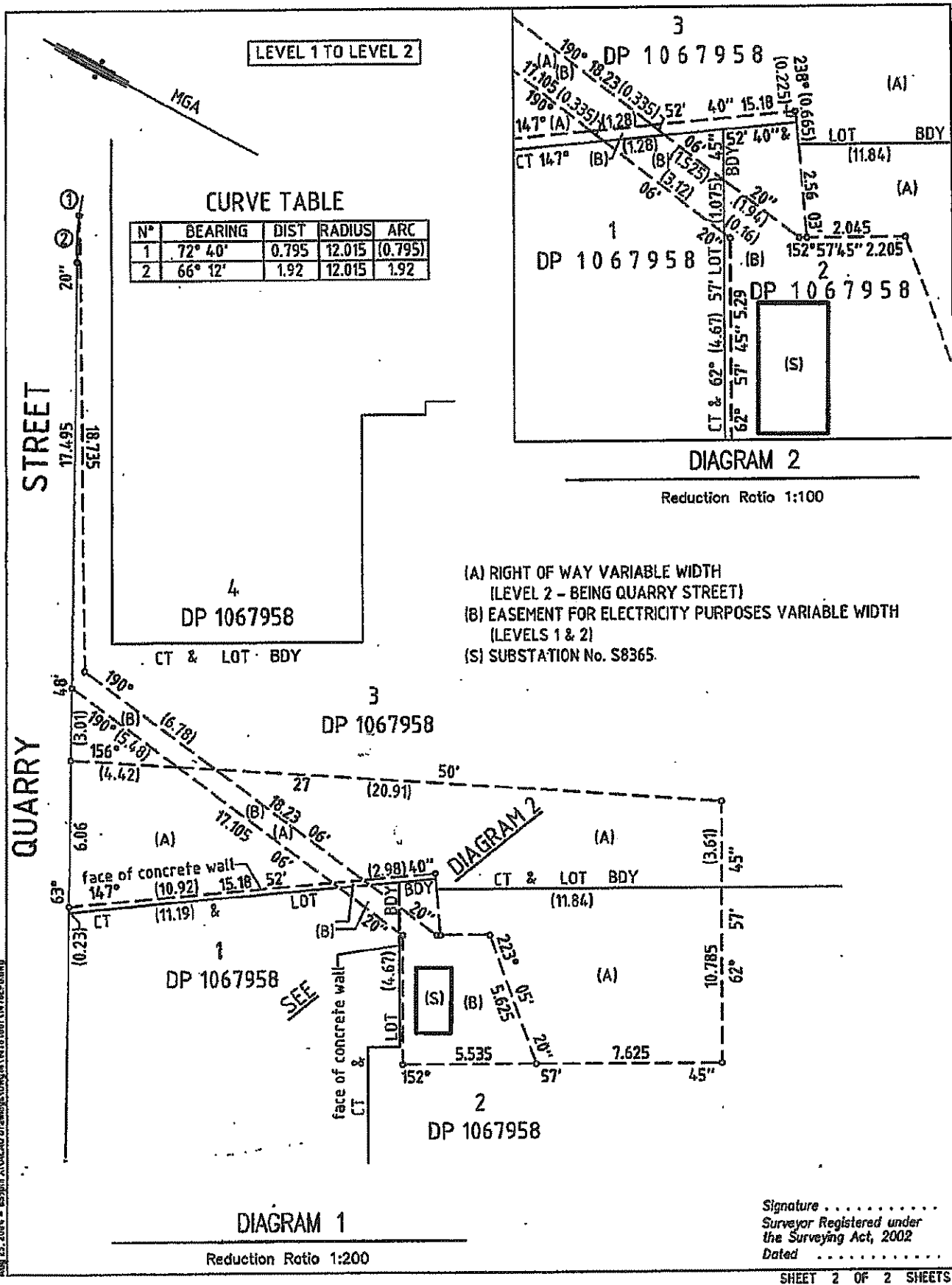
THIS AND THE FOLLOWING PAGE IS THE PLAN MARKED 'A' REFERRED TO IN THE LEASE MADE
BETWEEN BULLECOURT AS LESSOR AND ENERGY AUSTRALIA AS LESSEE

SIGNED FOR & ON BEHALF OF
THE LESSOR

Director PHILIP JOHN BEALE
Deputy Secretary PHILIP JOHN MACKAY

SIGNED FOR & ON BEHALF OF
THE LESSEE

.....
.....



**ANNEXURE "B" TO MEMORANDUM OF LEASE
MADE THE DAY OF 2004
BETWEEN BULLECOURT PTY LIMITED AS LESSOR
and ENERGIAUSTRALIA AS LESSEE**

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "RIGHT OF WAY VARIABLE WIDTH (LEVEL 2 - BEING QUARRY STREET)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LEVELS 1 & 2)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.
3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-

"The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."
4. Clause 10 of Memorandum W578000 is amended by the deletion of the words "and any air ducting".
5. Clause 11 of Memorandum W578000 is deleted.

SIGNED FOR AND ON BEHALF OF
BULLECOURT PTY LIMITED

Director PHILIP JOHN BEALE

~~Director Secretary~~

U:\2004\041124\ANNXB.doc(CMW) PHILIP JOHN MACKEY

SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA

5 of 6

CONSENT TO LEASE

Perpetual Trustee Company (Canberra) Limited, as Mortgagee under Mortgage
9426261 hereby consents to the within Lease.

Dated this 27TH day of OCTOBER 2004

Signed in my presence for and on behalf of PERPETUAL TRUSTEE COMPANY (CANBERRA) LIMITED
(A.B.N. 23 482 89 384) under the Power of Attorney dated 12/3/02
(Registration No. 4241442) by its Attorney

 ELIZABETH LOVELL, Assistant Manager
(Signature of Attorney) (Full name of Attorney) (Title of Attorney)

 BRIDGET PHELPS, MANAGER
(Signature of Attorney) (Full name of Attorney) (Title of Attorney)

who are personally known to me and each of whom declare that they have received no
notice of revocation of the Power of Attorney under which this document is signed

 Deborah Nutting
(Signature of Witness) (Full name of Witness)

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

CHANGE OF BY-LAWS

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



AB810190X

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

(A) TORRENS TITLE

For the common property
CP/SP 73377

(B) LODGED BY

Delivery
Box

495R

Name, Address or DX and Telephone

LLPN: 123354Y

BY-LAW EXPRESS

GPO BOX 751, SYDNEY NSW 2001

PHONE: 9252 0107

Reference (optional):

CODE

CB

(C) The Owners-Strata Plan No 73377 certify that pursuant to a resolution passed on 30 April 2005
and in accordance with the provisions of

(D) section 47 of the Strata Schemes [Freehold Development] Act 1973
the by-laws are changed as follows—

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

SPECIAL BY-LAW 1

A. The representative of the Owners Corporation to the Bullecourt Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and

B. If the representative of the Owners Corporation to the Bullecourt Building Management Committee ceases to be a member of the scheme's Executive Committee then the representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee and according to this by-law as soon as practicable.

C. The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Bullecourt Building Management Committee on its behalf and as contemplated in clauses A & B.

(F) The common seal of the Owners-Strata Plan No 73377
was affixed on 29th February 2003 in the presence of—

Signature(s):

Name(s):

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



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

I certify that _____ has approved the change of by-laws set out
herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Page 1 of 1

LAND AND PROPERTY INFORMATION NSW

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

CHANGE OF BY-LA
New South Wales
Strata Schemes Management Act
Real Property Act 1900



AF570800F

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 73377		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any LPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:	CODE CB
	495R		

- (C) The Owners-Strata Plan No. 73377 certify that pursuant to a resolution passed on 22 April 2010 and
- (D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:
- (See Annexure hereto)

(F) The common seal of the Owners-Strata Plan No. 73377 was affixed on 10 June 2010 in the presence of—

Signature(s):

Name(s): Michael Price



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

STRATA SCHEME NO 73377
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 3 - Compliance with Use & Occupancy (Itinerant Use)

PART 1

PART 1.1
COMPLIANCE WITH USE & OCCUPANCY

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the restrictions 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.

PART 2
DEFINITIONS & INTERPRETATION

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

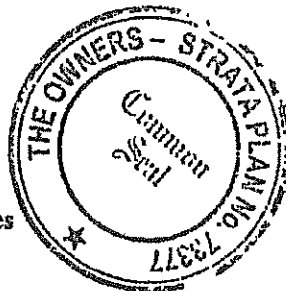
- (a) "Act" means the *Strata Schemes Management Act 1996* (NSW).
- (b) "Approved Tenancy" means a tenancy or accommodation arrangement for a rental or other payment of money which provides accommodation:
 - (i) for a term which is no less than three (3) months in duration; and/or
 - (ii) that is not, or is not analogous to, accommodation for Itinerant Use.
- (c) "Authority" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 73377 was affixed on the 10th day of June 2010 in the
presence of

Names: Michael Price

Signatures: _____

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



- (d) **"Building"** means the building known as "The Bristol and Quarry Building" and situated at 444 Harris Street, Ultimo NSW 2007.
- (e) **"Council"** means City of Sydney Council.
- (f) **"Itinerant Use"** means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including:
 - (A) to short-term tourists or backpackers; or
 - (B) in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.
- (g) **"Lot"** means any lot in strata plan 73377.
- (h) **"Owner"** means the owner of the Lot.
- (i) **"Owners Corporation"** means the owners corporation created by the registration of strata plan registration number 73377.

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

BY-LAW FOR COMPLIANCE WITH USE & OCCUPANCY

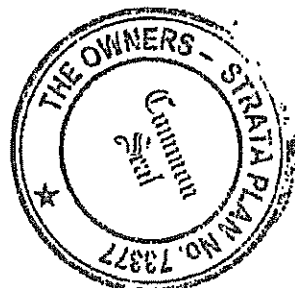
- 3.1 The Owners or occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law or this by-law.
- 3.2 The Owners or occupiers of a Lot used for residential purposes must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 73377 was affixed on the 10th day of June 2010 in the
presence of

Names: Michael Price

Signatures: _____

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



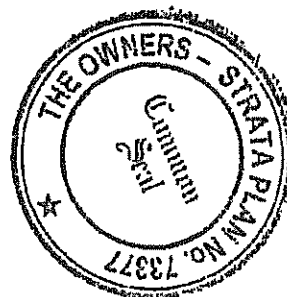
- 3.3 For the avoidance of doubt, the Owners or occupiers of a Lot shall ensure that:
- (a) no more than the maximum number of 2 persons per bedroom occupy the Lot;
 - (b) the layout of the bedrooms is not modified or beds arranged in such a way so as to attempt to exceed the maximum permissible occupancy; and
 - (c) where the Owner is not the occupant of its Lot, occupation is given solely to tenants or other lawful occupants for an Approved Tenancy.
- 3.4 Notwithstanding this Part 3, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, order or restriction of any Authority or any other legislative requirement.
- 3.5 If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:
- (a) recover the costs of enforcement of this by-law from the Owner as a debt due; and
 - (b) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for use of the Lot.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 73377 was affixed on the 10th day of June 2010 in the
presence of

Names: Michael Price

Signatures: 

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





Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-L
New South Wales
Real Property Act 1900

AD176969K

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/SP73377		
(B) LODGED BY	Document Collection Box 495R	Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:	CODE CB

- (C) The Owners-Strata Plan No. 73377 certify that pursuant to a resolution passed on 28 May 2007 and
in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 2
Amended by-law No. NOT APPLICABLE
as fully set out below:

SPECIAL BY-LAW 2 - Use of Lots

An Owner or Occupier of a Lot shall not use its Lot or permit its Lot to be used:

- (a) except for the use permitted by a Development Consent granted by Council or any other relevant consent authority;
- (b) for illegal use;
- (c) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
- (d) in any manner that interferes with the reasonable enjoyment of the Owner or Occupier of any other Lot.
- (e) 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.



- (F) The common seal of the Owners-Strata Plan No. 73377 was affixed on 31/5/07 in the presence of—
Signature(s):
Name(s): **TONY FORESHEW**
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Form: 15CB
Release: 3.1
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CHANGE OF BY-
New South Wales
Strata Schemes Management
Real Property Act 19



AG457671W

PRIVACYNOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises by this form for the establishment and maintenance of the Real Property Act Register. Section 30B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

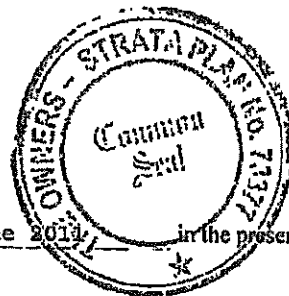
For the common property
CP/SP 73377

(B) **LODGED BY**

Document Collection Box W	Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE MANAGEMENT 02 9540 4199 PO BOX 2727 TAREN POINT NSW 2229 Reference: _____	CODE CB
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- (C) The Owners-Strata Plan No. 73377 certify that pursuant to a resolution passed on 27 April 2011 and
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY LAW 4
Amended by-law No. NOT APPLICABLE
as fully set out below:

In pursuant to section 65A of the Strata Schemes Management Act 1996 for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owner of lot 1-9 (inclusive) to lot and common property on the terms and in the manner as set out in the by-law



- (F) The common seal of the Owners-Strata Plan No. 73377 was affixed on 08 June 2011 in the presence of—

Signature(s):

Name(s): ANTHONY JAMES FORESHEW

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

THIS PAGE IS INTENTIONALLY BLANK
PLEASE PRINT AND DISCARD

THE FOLLOWING PAGES COMPRISE THE ANNEXURE TO THE BY-LAW

STRATA PLAN NO 73377
ANNEXURE TO NOTIFICATION OF BY-LAWS

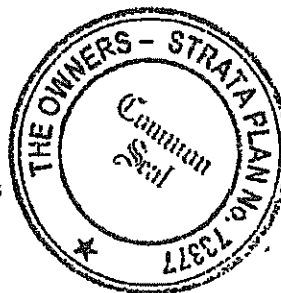
Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No. 73377 **SPECIALLY RESOLVED** pursuant to section 65A of the Strata Schemes Management Act, 1996 (NSW) for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owner of lots 1-9 (inclusive) to lot and common property on the terms and in the manner as set out in the by-law

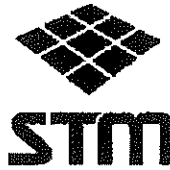
THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 73377 was affixed on the 14th day of June 2011 in the
presence of

Names: Anthony J. Foreshew

Signatures: [Signature]

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





**STRATA TITLE
MANAGEMENT**

your strata care company

PO Box 2727
Taren Point NSW 2229

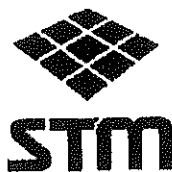
Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

THE ADJOURNED ANNUAL GENERAL MEETING MINUTES 2011

OWNERS-STRATA PLAN 73377

**TO BE HELD ON 27TH APRIL 2011
IN THE COMMUNITY ROOM, BRISTOL BUILDING
LEVEL 2, 444 HARRIS STREET, ULTIMO
COMMENCING AT 7.47PM**



**STRATA TITLE
MANAGEMENT**

your strata care company

P.O. Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

MINUTES OF ADJOURNED ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION

MINUTES OF BUSINESS dealt with at the Adjourned Annual General Meeting of the
Owners-Strata Plan No 73377
To be held in the Community Room, Bristol Building
Level 2, 444 Harris Street, Ultimo
On 27th April 2011 commencing at 7.47PM

PRESENT A Tanus (20), A Griffiths (35), E Ocsona (37), H Stowell (64), C Gillies (81),
R Arnott (84), M Hatherly (107) and W Loo (111).

IN ATTENDANCE Emily Doherty and Hayley Glenn – STRATA TITLE MANAGEMENT
David Xia – BUILDING MANAGEMENT AUSTRALIA

CHAIRMAN Emily Doherty

AGENDA

MOTION 1 Minutes

RESOLVED that the minutes of the previous General Meeting as recorded in the Owners Corporations minute book be confirmed as a true and accurate account of the proceedings at that meeting.

MOTION 2 Financial Statements

RESOLVED that the statement of accounts as prepared by Strata Title Management for the period 01/02/2010 to 31/01/2011 be adopted and that a copy of such accounts be affixed to the minute book of the Owners Corporation immediately after the page on which the minutes of this meeting appear.

MOTION 3 Budget

AMENDMENT MOVED BY E OCSONA that the budget for the period 01/05/2011 to 30/04/2012 be as follows:-

ADMINISTRATIVE FUND	\$ 430,000.00 Plus GST (Section 75)
SINKING FUND	\$ 14,456.60 Plus GST (Section 75)

To be levied in four equal instalments in accordance with Section 23 of the Strata Schemes Management Act and due on :- 1.05.11, 1.08.11, 1.11.11 and 1.02.12 and payable according to unit entitlement.

**MOTION SECONDED BY A GRIFFITHS
MOTION CARRIED**

MOTION 4
Insurances

RESOLVED that an insurance policy be executed for office bearers liability and/or misappropriation of money or property of the Owners Corporation.

MOTION 5
Auditor

RESOLVED that an auditor be appointed and that Strata Title Management Group determine the auditor.

MOTION 6
Restricting the Executive Committee

RESOLVED that the owners corporation decided that there are to be no restrictions placed on the Executive Committee in accordance with Part 2, Schedule 2, Clause 34A of the Act.

MOTION 7
Removing Limitation

RESOLVED that in accordance with Section 80A of the Strata Schemes Management Act 1996 as amended the Owners Corporation resolves to remove the limitation relating to expenditure in excess of 10% above the budget on any one item or matter.

MOTION 8
Election of the Executive Committee

RESOLVED that the following people were elected to the Executive Committee of the Owners Corporation for the ensuing year:

Abram Tanus (20), Andrew Griffiths (35), Evelyn Ocsona (37), Hugh Stowell (64),
Christian Gillies (81), Sue Hatherly (107), Jonathan Loo (111) and one vacancy.

RESOLVED that the number of members elected to the Executive Committee of the Owners Corporation be 8.

MOTION 9
Building Management Committee Representative

The Owners Corporation **SPECIALLY RESOLVED** to appoint Sue Hatherly to the Building Management Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee, as per by-law 3.4.

MOTION 10
Appointment of Strata Managing Agent

RESOLVED in accordance with Section 27(1) of the Strata Schemes Management Act 1996 ("Act") that:

- (a) Strata Title Management Group ("Agent") be appointed as strata managing agent of Strata Scheme No 73377;
- (b) The Owners Corporation delegate to the Agent all of its functions (other than those listed in section 28(3) of the Act) and all of the functions of its Chairperson, Secretary, Treasurer and Executive Committee;
- (c) The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation;
- (d) The delegation is to the subject to the conditions and limitations set out in the Agreement; and

- (e) Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.

THE AGREEMENT WAS SIGNED BY SUE HATHERLY AND ANDREW GRIFFITHS, WITH SUE HATHERLY TO RETAIN THE OWNERS CORPORATION'S COPY.

AS AN INCLUSION IN THE CONTRACT, STM HAVE CONFIRMED THAT THE CONTRACT IS FOR A FIXED PRICE FOR 3 YEARS. FURTHER THAT THERE WILL BE NO CHARGE FOR THE AGM, EVEN IF OUTSIDE OFFICE HOURS; UP TO A MAXIMUM OF 2 HOURS (THIS DOES NOT INCLUDE THE ADJOURNED AGM). ALSO INCLUDED IS 4 EXECUTIVE COMMITTEE MEETINGS AS COMPLEMENTARY MEETINGS, UP TO 1 HOUR PER MEETING.

MOTION 11

Building Management Contract

RESOLVED that, in accordance with section 40B of the Strata Schemes Management Act 1996, the Owners Corporation engage the services of Building Management Australia as the Building Manager for Strata Plan 73377, and that the Building Management Agreement, as tabled at this meeting, be signed by two authorised persons.

THE AGREEMENT WAS SIGNED BY SUE HATHERLY AND ANDREW GRIFFITHS, WITH SUE HATHERLY TO RETAIN THE OWNERS CORPORATION'S COPY.

THE AGREEMENT WAS SIGNED WITH THE COMMENCEMENT DATE BEING 1ST AUGUST 2011. THE BMC ARE TO NEGOTIATE THE ANNUAL PERCENTAGE INCREASE WITH BMA.

MOTION 12

Special Resolution – Additional By-Law

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No. 73377 **SPECIALLY RESOLVED** pursuant to section 65A of the Strata Schemes Management Act, 1996 (NSW) for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owner of lots 1-9 (inclusive) to lot and common property on the terms and in the manner as set out in the by-law

UE FOR	783
UE AGAINST	108
TOTAL VOTES	847
MOTION CARRIED	

MOTION 13

Special Resolution – Additional By-Law

Subject to the preceding motion being approved, The Owners – Strata Plan No. 73377 **SPECIALLY RESOLVED** pursuant to section 52 of the Strata Schemes Management Act, 1996 (NSW) to make a by-law on the following terms:

SPECIAL BY-LAW

Tiling (Lots 1-9)

PART 1

PART 1.1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act, 1996 (NSW).
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 287 Pyrmont Street, Ultimo.
- (d) **Council** means City of Sydney.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) Insurance required under the Home Building Act, 1989 (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (f) **Lot** means lots 1-9 (Inclusive) in strata plan 73377 respectively.
- (g) **Owner** means the respective owner(s) of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 73377.
- (i) **Tiling** means the installation of tiles to the surface of the Lot, including waterproofing membranes.
- (j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of the Tiling together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

2.2 Interpretation

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 Act;
- (d) references to legislation include references to amending and replacing legislation;

- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) 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;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be in compliance with any Building Code of Australia requirements;
- (c) have an acceptable sound rating as specified by the Owners Corporation in writing; and
- (d) be manufactured and designed to specifications for domestic use.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or

such other period of time as may be approved by the Owners Corporation;

- (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After Installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

3.5 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) use reasonable endeavours to cause as little disruption as possible when using the Works;

- (f) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (h) ensure the Works do not cause water to escape or water penetration to lot or common property (including the Lot); and
- (i) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the respective Owner.

3.8 Applicability

3.8.1 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

3.8.2 The provisions of this by-law and the obligations on them applying to a respective Owner are severable and only apply to the Works that benefit that particular Owner.

UE FOR	783
UE AGAINST	108
TOTAL VOTES	847
MOTION CARRIED	

MOTION 14

Short Term Letting

RESOLVED that an update be provided by BMA on the status of Short Term letting in the Pyrmont Building. The Owners were informed that the problem had dramatically reduced, with minimal short term letting activity in the Pyrmont building.

MOTION 15

Fire in P707

RESOLVED that an update be provided by STM and BMA on the status of the fire in P707. STM advised that the insurance assessor had approved a quotation for the works to proceed in the amount of \$46,860.00 to complete the rectification to the apartment, with a small variance for repainting the common property façade. The Owners Corporation is liable for an excess of \$1,000.00

MOTION 16

Parking on common property

RESOLVED that STM add parking in carwash bays to the agenda with a suggestion of the installation of a chain and padlock, with the code available from the Building Managers office.

MOTION 17

Entry and letterbox area at the Pymont Building

RESOLVED that the Owners Corporation approves for Andrew Griffiths to purchase 'No Advertising Material Signs' to remain in the Building Managers office for those residents interested in putting them on the letterboxes. This will encourage a uniform approach and in theory less advertising material. Andrew is to provide the receipt to STM for reimbursement from the Owners Corporation.

MOTION 18

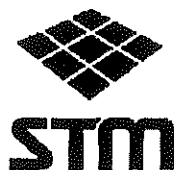
Residents moving in and out

RESOLVED that the Owners Corporation review ways to ensure that all residents advise the Building Manager when they move in and out so that the correct procedures are followed. It was **FURTHER RESOLVED** that STM would email the Pymont EC a copy of the Welcome Guide Prepared for Bullecourt for distribution when necessary. STM is also to prepare a sign for the noticeboard.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 9.00PM.

GENERAL DISCUSSION

- BMC to review the idea of a permanent noticeboard in the lifts for future notifications.
- BMC to consider amending the SMS to allow air conditioners on balconies.



**STRATA TITLE
MANAGEMENT**

your strata care company

PO Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

MINUTES OF EXECUTIVE COMMITTEE MEETING OF THE OWNERS CORPORATION

The Executive Committee of the Owners Corporation of Strata Plan 73377 intends to hold a meeting immediately after the Adjourned Annual General Meeting to be held in the Community Room, Bristol Building, Level 2, 444 Harris Street, Ultimo.

PRESENT A Tanus (20), A Griffiths (35), E Ocsona (37), H Stowell (64), C Gillies (81),
R Arnott (84), M Hatherly (107) and W Loo (111).

IN ATTENDANCE Emily Doherty and Hayley Glenn – STRATA TITLE MANAGEMENT
David Xia – BUILDING MANAGEMENT AUSTRALIA

CHAIRMAN Emily Doherty

AGENDA

MOTION 1 **Minutes**

RESOLVED that the minutes of the previous Executive Committee meeting be confirmed as a true and accurate account of the proceedings at that meeting.

MOTION 2 **Office Bearers**

That the position of office bearers (chairman, secretary and treasurer) for the ensuing year be as follows:

CHAIRMAN Jonathan Loo

SECRETARY Andrew Griffiths

TREASURER Strata Managing Agent by Delegated Authority.

MOTION 3 **Appointed Representative and Substitute Representative**

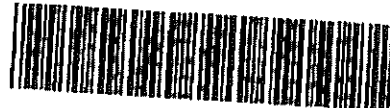
RESOLVED that the Managing Agent is to circulate relevant matter to the Executive Committee by email for their consideration and resolution.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 9.03PM

13/13

Form: 15CB
Release: 3.1
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New South Wales
Strata Schemes Management /
Real Property Act 1900



AG457672U

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information provided 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 73377
--

(B) **LODGED BY**

Document Collection Box 12	Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE MANAGEMENT 02 9540 4199 PO BOX 2727 TAREN POINT NSW 2229 Reference:	CODE CB
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- (C) The Owners-Strata Plan No. 73377 certify that pursuant to a resolution passed on 27 April 2011 and
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY LAW 5
Amended by-law No. NOT APPLICABLE
as fully set out below:

As per attached



- (F) The common seal of the Owners-Strata Plan No. 73377 was affixed on 08 June 2011 in the presence of—

Signature(s): 
Name(s): ANTHONY JAMES FORESHEW

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

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PLEASE PRINT AND DISCARD

THE FOLLOWING PAGES COMPRISE THE ANNEXURE TO THE BY-LAW

STRATA PLAN NO 73377
ANNEXURE TO NOTIFICATION OF BY-LAWS

Subject to the preceding motion being approved, The Owners – Strata Plan No. 73377 **SPECIALLY RESOLVED** pursuant to section 52 of the Strata Schemes Management Act, 1996 (NSW) to make a by-law on the following terms:

SPECIAL BY-LAW

Tiling (Lots 1-9)

PART 1

PART 1.1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act, 1996 (NSW).
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 287 Pyrmont Street, Ultimo.
- (d) **Council** means City of Sydney.

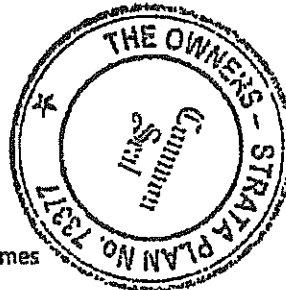
THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 73377 was affixed on the 14th day of June 2011 in the presence of

Names: Anthony J Foreshen

Signatures: [Signature]

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

Page 2 of 7.



(e) *Insurance means:*

- (i) *contractors off risk insurance (including public liability insurance) in the sum of \$10,000,000;*
- (ii) *insurance required under the Home Building Act, 1989 (NSW) (if any); and*
- (iii) *workers' compensation insurance.*
- (f) *Lot means lots 1-9 (inclusive) in strata plan 73377 respectively.*
- (g) *Owner means the respective owner(s) of the Lot.*
- (h) *Owners Corporation means the owners corporation created by the registration of strata plan registration no. 73377.*
- (i) *Tiling means the installation of tiles to the surface of the Lot, including waterproofing membranes.*
- (j) *Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of the Tiling together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.*

2.2 *Interpretation*

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

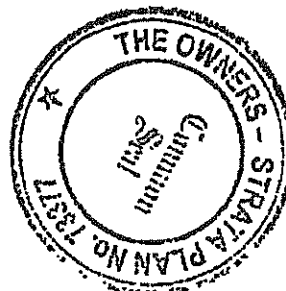
- (a) *the singular includes plural and vice versa;*
- (b) *any gender includes the other genders;*
- (c) *any terms in the by-law will have the same meaning as those defined in Act;*
- (d) *references to legislation include references to amending and replacing legislation;*
- (e) *reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and*
- (f) *references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.*

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 73377 was affixed on the 14th day of June 2011 in the
presence of

Names: Anthony J Forester

Signatures: [Signature]

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



PART 3 CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be in compliance with any Building Code of Australia requirements;
- (c) have an acceptable sound rating as specified by the Owners Corporation in writing; and
- (d) be manufactured and designed to specifications for domestic use.

3.3 During Installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;

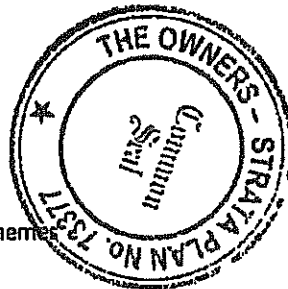
THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 73377 was affixed on the 14th day of June 2011 in the
presence of

Names: Anthony J. Foxshaw

Signatures: [Signature]

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

Page 4 of 7.



carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

- (e) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

THE COMMON SEAL OF THE OWNERS – STRATA PLAN
NO 73377 was affixed on the 14th day of June 2011 in the
presence of

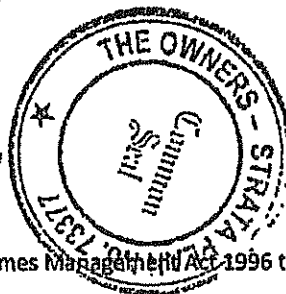
Names:

Anthony J. Foreman

Signatures:

[Signature]

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



3.4.2 *The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.*

3.5 *Enduring rights and obligations*

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);*
- (b) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;*
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;*
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;*
- (e) use reasonable endeavours to cause as little disruption as possible when using the Works;*
- (f) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and*
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;*
- (h) ensure the Works do not cause water to escape or water penetration to lot or common property (including the Lot); and*
- (i) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.*

THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 73377 was affixed on the 14th day of June 2011 in the
presence of

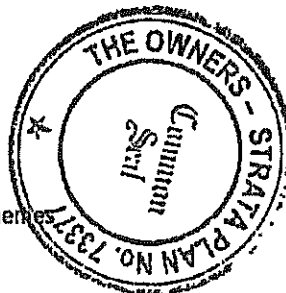
Names:

Anthony J Foreman

Signatures:

[Signature]

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



3.6 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform that obligation;*
- (b) recover the costs of such work from the Owner as a debt due; and*
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.*

3.7 Ownership of Works

The Works will always remain the property of the respective Owner.

3.8 Applicability

3.8.1 *In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.*

3.8.2 *The provisions of this by-law and the obligations on them applying to a respective Owner are severable and only apply to the Works that benefit that particular Owner.*

THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 73377 was affixed on the 14th day of June 2011 in the
presence of

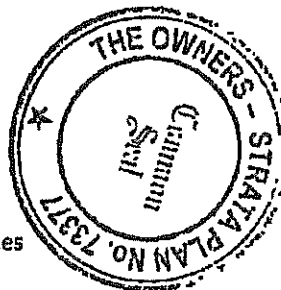
Names:

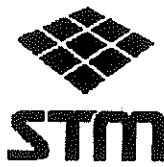
Anthony J Foreohe

Signatures:

[Signature]

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





**STRATA TITLE
MANAGEMENT**

your strata care company

PO Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199

Fax: 02 9540 3943

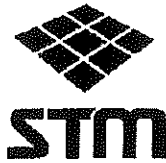
www.stratatitle.com.au

THE ADJOURNED ANNUAL GENERAL MEETING MINUTES 2011

OWNERS-STRATA PLAN 73377

**TO BE HELD ON 27TH APRIL 2011
IN THE COMMUNITY ROOM, BRISTOL BUILDING
LEVEL 2, 444 HARRIS STREET, ULTIMO
COMMENCING AT 7.47PM**

9/18



**STRATA TITLE
MANAGEMENT**
your strata care company

PO Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

MINUTES OF ADJOURNED ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION

MINUTES OF BUSINESS dealt with at the Adjourned Annual General Meeting of the
Owners-Strata Plan No 73377
To be held in the Community Room, Bristol Building
Level 2, 444 Harris Street, Ultimo
On 27th April 2011 commencing at 7.47PM

PRESENT A Tanus (20), A Griffiths (35), E Ocsona (37), H Stowell (64), C Gillies (81),
R Arnott (84), M Hatherly (107) and W Loo (111).

IN ATTENDANCE Emily Doherty and Hayley Glenn – STRATA TITLE MANAGEMENT
David Xia – BUILDING MANAGEMENT AUSTRALIA

CHAIRMAN Emily Doherty

AGENDA

MOTION 1 Minutes

RESOLVED that the minutes of the previous General Meeting as recorded in the Owners Corporations minute book be confirmed as a true and accurate account of the proceedings at that meeting.

MOTION 2 Financial Statements

RESOLVED that the statement of accounts as prepared by Strata Title Management for the period 01/02/2010 to 31/01/2011 be adopted and that a copy of such accounts be affixed to the minute book of the Owners Corporation immediately after the page on which the minutes of this meeting appear.

MOTION 3 Budget

AMENDMENT MOVED BY E OCSONA that the budget for the period 01/05/2011 to 30/04/2012 be as follows:-

ADMINISTRATIVE FUND	\$ 430,000.00 Plus GST (Section 75)
SINKING FUND	\$ 14,456.60 Plus GST (Section 75)

To be levied in four equal instalments in accordance with Section 23 of the Strata Schemes Management Act and due on :- 1.05.11, 1.08.11, 1.11.11 and 1.02.12 and payable according to unit entitlement.

MOTION SECONDED BY A GRIFFITHS
MOTION CARRIED

10/18

MOTION 4
Insurances

RESOLVED that an insurance policy be executed for office bearers liability and/or misappropriation of money or property of the Owners Corporation.

MOTION 5
Auditor

RESOLVED that an auditor be appointed and that Strata Title Management Group determine the auditor.

MOTION 6
Restricting the Executive Committee

RESOLVED that the owners corporation decided that there are to be no restrictions placed on the Executive Committee in accordance with Part 2, Schedule 2, Clause 34A of the Act.

MOTION 7
Removing Limitation

RESOLVED that in accordance with Section 80A of the Strata Schemes Management Act 1996 as amended the Owners Corporation resolves to remove the limitation relating to expenditure in excess of 10% above the budget on any one item or matter.

MOTION 8
Election of the Executive Committee

RESOLVED that the following people were elected to the Executive Committee of the Owners Corporation for the ensuing year:

Abram Tanus (20), Andrew Griffiths (35), Evelyn Ocsona (37), Hugh Stowell (54),
Christian Gillies (81), Sue Hatherly (107), Jonathan Loo (111) and one vacancy.

RESOLVED that the number of members elected to the Executive Committee of the Owners Corporation be 8.

MOTION 9
Building Management Committee Representative

The Owners Corporation **SPECIALLY RESOLVED** to appoint Sue Hatherly to the Building Management Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee, as per by-law 3.4.

MOTION 10
Appointment of Strata Managing Agent

RESOLVED in accordance with Section 27(1) of the Strata Schemes Management Act 1996 ("Act") that:

- (a) Strata Title Management Group ("Agent") be appointed as strata managing agent of Strata Scheme No 73377;
- (b) The Owners Corporation delegate to the Agent all of its functions (other than those listed in section 28(3) of the Act) and all of the functions of its Chairperson, Secretary, Treasurer and Executive Committee;
- (c) The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation;
- (d) The delegation is to the subject to the conditions and limitations set out in the Agreement; and

11/18

- (e) Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.

THE AGREEMENT WAS SIGNED BY SUE HATHERLY AND ANDREW GRIFFITHS, WITH SUE HATHERLY TO RETAIN THE OWNERS CORPORATION'S COPY.

AS AN INCLUSION IN THE CONTRACT, STM HAVE CONFIRMED THAT THE CONTRACT IS FOR A FIXED PRICE FOR 3 YEARS. FURTHER THAT THERE WILL BE NO CHARGE FOR THE AGM, EVEN IF OUTSIDE OFFICE HOURS; UP TO A MAXIMUM OF 2 HOURS (THIS DOES NOT INCLUDE THE ADJOURNED AGM). ALSO INCLUDED IS 4 EXECUTIVE COMMITTEE MEETINGS AS COMPLEMENTARY MEETINGS, UP TO 1 HOUR PER MEETING.

MOTION 11
Building Management Contract

RESOLVED that, in accordance with section 40B of the Strata Schemes Management Act 1996, the Owners Corporation engage the services of Building Management Australia as the Building Manager for Strata Plan 73377, and that the Building Management Agreement, as tabled at this meeting, be signed by two authorised persons.

THE AGREEMENT WAS SIGNED BY SUE HATHERLY AND ANDREW GRIFFITHS, WITH SUE HATHERLY TO RETAIN THE OWNERS CORPORATION'S COPY.

THE AGREEMENT WAS SIGNED WITH THE COMMENCEMENT DATE BEING 1ST AUGUST 2011. THE BMC ARE TO NEGOTIATE THE ANNUAL PERCENTAGE INCREASE WITH BMA.

MOTION 12
Special Resolution – Additional By-Law

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No. 73377 SPECIALLY RESOLVED pursuant to section 65A of the Strata Schemes Management Act, 1996 (NSW) for the purpose of improving or enhancing the common property to authorise the works to be carried out by the owner of lots 1-9 (inclusive) to lot and common property on the terms and in the manner as set out in the by-law

YE FOR	783
YE AGAINST	108
TOTAL VOTES	847
MOTION CARRIED	

MOTION 13
Special Resolution – Additional By-Law

Subject to the preceding motion being approved, The Owners – Strata Plan No. 73377 SPECIALLY RESOLVED pursuant to section 52 of the Strata Schemes Management Act, 1996 (NSW) to make a by-law on the following terms:

SPECIAL BY-LAW

Tiling (Lots 1-9)

PART 1

PART 1.1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

12/16

PART 1.2

THIS BY-LAW TO PREVAIL

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) Act means the Strata Schemes Management Act, 1996 (NSW).
- (b) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) Building means the building situated at 287 Pyrmont Street, Ultimo.
- (d) Council means City of Sydney.
- (e) Insurance means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the Home Building Act, 1989 (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (f) Lot means lots 1-9 (inclusive) in strata plan 73377 respectively.
- (g) Owner means the respective owner(s) of the Lot.
- (h) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 73377.
- (i) Tiling means the installation of tiles to the surface of the Lot, including waterproofing membranes.
- (j) Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of the Tiling together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

2.2 Interpretation

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 Act;
- (d) references to legislation include references to amending and replacing legislation;

- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) 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;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be in compliance with any Building Code of Australia requirements;
- (c) have an acceptable sound rating as specified by the Owners Corporation in writing; and
- (d) be manufactured and designed to specifications for domestic use.

3.3 During Installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or

such other period of time as may be approved by the Owners Corporation;

- (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

3.5 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) use reasonable endeavours to cause as little disruption as possible when using the Works;

- (f) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (h) ensure the Works do not cause water to escape or water penetration to lot or common property (including the Lot); and
- (i) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the respective Owner.

3.8 Applicability

3.8.1 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

3.8.2 The provisions of this by-law and the obligations on them applying to a respective Owner are severable and only apply to the Works that benefit that particular Owner.

UE FOR	783
UE AGAINST	108
TOTAL VOTES	847
MOTION CARRIED	

MOTION 14

Short Term Letting

RESOLVED that an update be provided by BMA on the status of Short Term letting in the Pyrmont Building. The Owners were informed that the problem had dramatically reduced, with minimal short term letting activity in the Pyrmont building.

MOTION 15

Fire in P707

RESOLVED that an update be provided by STM and BMA on the status of the fire in P707. STM advised that the insurance assessor had approved a quotation for the works to proceed in the amount of \$46,860.00 to complete the rectification to the apartment, with a small variance for repainting the common property façade. The Owners Corporation is liable for an excess of \$1,000.00

MOTION 16

Parking on common property

RESOLVED that STM add parking in carwash bays to the agenda with a suggestion of the installation of a chain and padlock, with the code available from the Building Managers office.

MOTION 17

Entry and letterbox area at the Pyrmont Building

RESOLVED that the Owners Corporation approves for Andrew Griffiths to purchase 'No Advertising Material Signs' to remain in the Building Managers office for those residents interested in putting them on the letterboxes. This will encourage a uniform approach and in theory less advertising material. Andrew is to provide the receipt to STM for reimbursement from the Owners Corporation.

MOTION 18

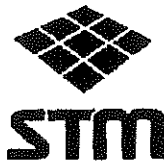
Residents moving in and out

RESOLVED that the Owners Corporation review ways to ensure that all residents advise the Building Manager when they move in and out so that the correct procedures are followed. It was **FURTHER RESOLVED** that STM would email the Pyrmont EC a copy of the Welcome Guide Prepared for Bullecourt for distribution when necessary. STM is also to prepare a sign for the noticeboard.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 9.00PM.

GENERAL DISCUSSION

- BMC to review the idea of a permanent noticeboard in the lifts for future notifications.
- BMC to consider amending the SMS to allow air conditioners on balconies.



**STRATA TITLE
MANAGEMENT**

your strata care company

PO Box 2727
Taren Point NSW 2229

Suite 1, 191-193 Taren Point Road
Taren Point NSW 2229

Phone: 02 9540 4199
Fax: 02 9540 3943
www.stratatitle.com.au

MINUTES OF EXECUTIVE COMMITTEE MEETING OF THE OWNERS CORPORATION

The Executive Committee of the Owners Corporation of Strata Plan 73377 intends to hold a meeting immediately after the Adjourned Annual General Meeting to be held in the Community Room, Bristol Building, Level 2, 444 Harris Street, Ultimo.

PRESENT A Tanus (20), A Griffiths (35), E Ocsona (37), H Stowell (64), C Gillies (81),
R Arnott (84), M Hatherly (107) and W Loo (111).

IN ATTENDANCE Emily Doherty and Hayley Glenn – STRATA TITLE MANAGEMENT
David Xia – BUILDING MANAGEMENT AUSTRALIA

CHAIRMAN Emily Doherty

AGENDA

MOTION 1 **Minutes**

RESOLVED that the minutes of the previous Executive Committee meeting be confirmed as a true and accurate account of the proceedings at that meeting.

MOTION 2 **Office Bearers**

That the position of office bearers (chairman, secretary and treasurer) for the ensuing year be as follows:

CHAIRMAN	Jonathan Loo
SECRETARY	Andrew Griffiths
TREASURER	Strata Managing Agent by Delegated Authority.

MOTION 3 **Appointed Representative and Substitute Representative**

RESOLVED that the Managing Agent is to circulate relevant matter to the Executive Committee by email for their consideration and resolution.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 9.03PM

18/18

Form: 15CH
Release: 2-0**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

**AM726848K**

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 73319

(B) LODGED BYDocument
Collection
Box
W

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

STRATA TITLE MANAGEMENT

P O BOX 2727

TAREN POINT NSW 2229

Reference: SP73319 / STRATA TITLE MANAGEMENT / PH:95404199

CODE

CH

- (C) The Owners-Strata Plan No. 73319 certify that a special resolution was passed on 28/3/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

- (E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAW 2 & 3Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO SPECIAL BY-LAW 2 (ELECTRONIC VOTING AT MEETINGS) ON PAGES 16-19 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 3 (PROXIES) ON PAGES 19-21 OF ATTACHED ANNEXURE 'A'.

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

- (G) The seal of The Owners-Strata Plan No. 73319 was affixed on 11/9/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

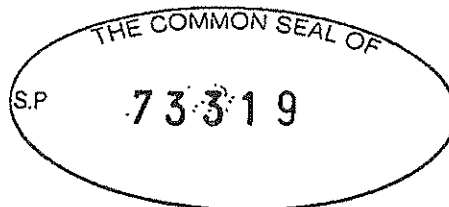
Signature: *Emily Doherty*Name: EMILY DOHERTY

Authority: STRATA MANAGING AGENT

Signature: _____

Name: _____

Authority: _____

*5054*

ANNEXURE 'A'

STRATA SCHEME NO 73319 **ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS**

Strata Plan 73319 287 Pyrmont Street, Ultimo NSW 2007 **Consolidated Set of By-Laws**

By-Laws for the Carpark at Bullecourt

1 About the by-laws

1.1 Purpose of the by-laws

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

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

2 Exclusive Use By-Laws

2.1 Purpose of the Exclusive use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law 2, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law 2 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may exercise rights

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

2.5 Regular accounts for your costs



If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

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

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when you exercise your rights or comply with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 14 ("insurance premiums"), you must reimburse the Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3 Strata Management Statement

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Carpark and the various components of Bullecourt. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities including the loading bays, service vehicle spaces, garbage disposal and bike racks; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls; and
- (d) insurance requirements.

3.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Carpark and the

various components of Bullecourt. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

3.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

3.6 inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

4 Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Carspace or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) leave garbage or recyclable materials in your Carspace or on Common Property; or
- (d) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property; or
- (e) obstruct the legal use of Common Property by any person; or
- (f) do anything in the Carpark which is illegal; or

4.2 Complying with the law

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

- (a) your Carsapce; and
- (b) the use of your Carspace; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

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

5 You are responsible for others

5.1 What are your obligations?

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

5.2 Requirements if you lease your Carspace

If you lease your Carspace, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Carpark.

6 What are your obligations for your Carspace?

6.1 General obligations

You must:

- (a) keep your Carspace clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Carspace (whether or not you made the installation or alteration); and
- (e) at your expense, comply with all laws about your Carspace, including requirements of Government Agencies.

6.2 Architectural Code

The Architectural Code for Bullecourt is in the Strata Management Statement. It applies to your Carspace and to the Carpark generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Carspace.

6.3 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to carry out Building Works, store anything in your Carspace (other than a vehicle) or enclose your Carspace.

7 Erecting a sign

7.1 Signs in Carspaces

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

7.2 Obligations of the Owners Corporation

The Owners Corporation must comply with the Strata Management Statement if it proposes to erect a sign on Common Property.

7.3 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Carspace which the Developer owns or leases.

8 Parking on Common Property

Subject to your rights under the Strata Management Statement, you must not park or stand a vehicle on Common Property.

9 Controlling traffic in Common Property

9.1 Rights of the Owners Corporation

Subject to the Strata Management Statement, the Owners Corporation has the power to:

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

9.2 Restriction on exercising rights

When the Owners Corporation exercises its rights under this by-law 9, it must not interfere with the operation of Shared Facilities by the Building Management Committee.

10 Carrying out Building Works

10.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. If the proposed Building Works affect Shared Facilities or the External Appearance of the Carpark, you must also obtain consent from the Building Management Committee under the Architectural Code to carry out the works.

10.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 10 to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.3 ("The Developer"); or
- (b) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 10.3 ("Procedures before you carry out Building Works") to 10.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

10.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and

- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

10.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

10.5 Making arrangements with the Owners Corporation

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

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Carpark for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Carpark; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Carpark.

11 Agreement with the Building Manager

11.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Carpark and for Bullecourt generally. The Owners Corporation may exercise its power under this by-law 11 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

11.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

11.3 Terms of an agreement

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

- (a) the term of the agreement may be for any term permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

11.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

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

11.5 Duties of the Building Manager

If permitted by law, the duties of Building Manager under an agreement with the Owners Corporation (in its own right) may include:

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

11.6 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

12 Licences

12.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law 12 only by ordinary resolution at a general meeting.

12.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 12 may include provisions about, but need not be limited to:

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

13 Common Property and Shared Facilities

13.1 Common Property designated as Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

13.2 Easements

Several Easements affect Common Property. You and the Owners Corporation must not do anything to interfere with any person exercising their rights or complying with their obligations under any Easements burdening Common Property.

13.3 What are your obligations?

Subject to the by-laws, you must:

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

13.4 When will you need consent from the Owners Corporation?

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

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

14 Insurance premiums

14.1 Consent from the Owners Corporation

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

14.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 14, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

14.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

15 Security at the Carpark

15.1 Strata Management Statement and Easements

The Strata Management Statement regulates security and the provision of Security Keys for the Carpark. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 15 are subject to the Strata Management Statement and Easements. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) Shared Facilities in the Carpark which owners and occupiers in Bullecourt are entitled to use; or
- (b) Common Property the subject of Easements.

15.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into the Carpark and prevent fires and other hazards.

15.3 Installation of security equipment

Subject to this by-law 15, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Carpark.

15.4 Restricting access to Common Property

Subject to this by-law 22, the Owners Corporation has the power to:

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

15.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Carpark.

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

16 Security Keys

16.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law 16, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 15 ('Security at the Carpark').

16.2 Fees for additional Security Keys

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

16.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

16.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law 16 and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

16.5 What are your obligations?

You must:

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

16.6 Some prohibitions

You must not copy a Security Key or give a Security Key to someone who is not an Owner or Occupier.

16.7 Procedures if you lease your Carspace

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

17 Rules

17.1 Powers of the Owners Corporation

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

17.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

17.3 What are your obligations?

You must comply with the Rules.

17.4 What if a Rule is inconsistent with the by-laws?

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

17.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

18 How are consents given?

18.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation at a general meeting or the Executive Committee at a meeting of the Executive Committee.

18.2 Conditions

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

18.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

19 Failure to comply with by-laws

19.1 What can the Owners Corporation do?

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

19.2 Procedures

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

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

19.3 Recovering money

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

20 Applications and complaints

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

21 Interpretation

21.1 Definitions

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

Architectural Code means the architectural code in the Strata Management Statement.

Building Management Committee means the building management committee for Bullecourt established according to the Development Act and the Strata Management Statement.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 11 ("Agreement with the Building Manager").

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

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Carspace; or
- (b) the structure of your Carspace; or
- (c) Common Property services; or
- (d) services in the Carpark, whether or not they are for the exclusive use of your Carspace; or

Bullecourt means the land and buildings comprised in the Carpark and in lots 2 to 8 in DP 1067958 (including any strata schemes into which those lots are subdivided).

Carpark means strata plan no. 73319.

Carspace means a lot in the Carpark.

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

Developer means Bullecourt Pty Limited (ABN 33 100 251 081).

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Easements means any easements, restrictions on the use of land or positive covenants affecting the Carpark.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Executive Committee means the executive committee of the Owners Corporation.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal & judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Occupier means the occupiers, lessee, licensee or person in lawful occupation of a Carspace.

Owner means:

- (a) the owner for the time being of a Carspace; and
- (b) if a Carspace is subdivided or resubdivided, the owners for the time being of the new Carspaces; and
- (c) for an Exclusive use By-Law, the owner(s) of the Carspace(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Carspace.

Owners Corporation means The Owners - Strata Plan No. 73319.

Rules mean Rules made by the Owners Corporation according to by-law 17 ("Rules").

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

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Strata Management Statement means the strata management statement for Bullecourt.

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

21.2 References to certain terms

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

- (a) (Management Act) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (you) the word "you" means an Owner or Occupier; and
- (c) (by-laws) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Carpark; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or replacement of it; and

- (e) (reference to statutes) a Law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a kind.

21.3 Headings

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

21.4 Severability

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

21.5 Discretion in exercising rights

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

21.6 Partial exercise of rights

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

21.7 Remedies cumulative

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

SPECIAL BY-LAW 1 - REPRESENTATIVE OF THE OWNERS CORPORATION

- A. The representative of the Owners Corporation to the Bullecourt Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and .
- B. If the representative of the Owners Corporation to the Bullecourt Building Management Committee ceases to be a member of the scheme's Executive Committee then the representative's appointment to the Building Management

Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee and according to this by-law as soon as practicable.

- C. The Owners Corporation authorises the Executive Committee of the owners corporation to appoint the representative of the Owners Corporation to the Bullecourt Building Management Committee on its behalf and as contemplated in clause A & B.

SPECIAL BY-LAW NO. 2 – ELECTRONIC VOTING AT MEETINGS

1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

1. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"electronic means"** includes a vote cast via a voting website or electronic application,
- (c) **"e-voting"** means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- (d) **"e-voting determination"** means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- (e) **"committee meeting"** means a meeting of the strata committee,
- (f) **"general meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (g) **"meeting"** means a committee meeting or a general meeting,
- (h) **"motion"** means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- (i) **"Regulations"** means the *Strata Schemes Management Regulation 2016*,
- (j) **"owner"** means an owner of a lot in the strata scheme,
- (k) **"person"** means an owner or a proxy,
- (l) **"proxy"** means a duly appointed proxy for the purposes of the Act,
- (m) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (n) **"you"** means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. E-Voting

- 3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.
- 3.2 An e-voting determination remains in force until it is revoked.
- 3.3 An e-voting determination may be revoked by a resolution of:
 - (a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
 - (b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.
- 3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

- 4.1 E-voting must be conducted by a ballot.
- 4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:
 - (a) instructions for completing the ballot paper, and
 - (b) the motions to be voted on, and
 - (c) the means of indicating the voter's choice on the motions to be voted on.
- 4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

- (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and
- (b) access to information about:
 - (i) how the ballot paper must be completed, and
 - (ii) the deadline for submission of the ballot paper, and
 - (iii) if voting is by email, the address where the ballot paper is to be returned, and
 - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
- (d) access to an electronic form of declaration requiring the voter to state:
 - (i) his or her name, and
 - (ii) the capacity in which the person is entitled to vote, and
 - (iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
 - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

4.7 If the ballot is a secret ballot, the secretary must ensure that:

- (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
- (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

- (a) review all information and reports about the electronic ballot, and

- (b) reject as informal any votes that do not comply with the requirements of this by-law, and
- (c) ascertain the result of the electronic ballot, and
- (d) make a written or electronic record of the result of the electronic ballot, and
- (e) announce or publish the result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

SPECIAL BY-LAW NO. 3 – PROXIES

1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*,
- (b) “**earliest proxy appointment forms**” means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- (c) “**meeting**” means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (d) “**Regulations**” means the *Strata Schemes Management Regulation 2016*,
- (e) “**person**” means the person referred to in clause 3.1 of this by-law,
- (f) “**proxy**” means a duly appointed proxy for the purposes of the Act,
- (g) “**proxy appointment form**” means an instrument appointing a proxy in the form prescribed by the Regulations,
- (h) “**proxy election**” means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- (i) “**proxy giver**” means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- (j) “**proxy threshold**” means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - (A) if the strata scheme has 20 lots or less, one,
 - (B) if the strata scheme has more than 20 lots, a number that is equal to not more

than 5% of the total number of lots.

- (k) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (l) **"surplus of proxies"** means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
 - (A) exceeds the proxy threshold for that person, or
 - (B) results in the proxy threshold being exceeded by that person,
- (m) **"you"** means the owner of a lot in the strata scheme.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Rules Where Proxy Threshold Exceeded

3.1 If a person has been given a surplus of proxies the person must make a proxy election.

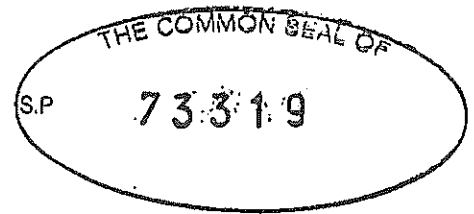
3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

- (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
- (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

- 3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- 3.5 A proxy election by that person or the chairperson must:
- (a) give priority to the earliest proxy appointment forms; and
 - (b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.
- 3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.
- 3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

A handwritten signature or mark, possibly a stylized 'S' or 'D', located in the bottom right corner of the page.



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 73319 Was affixed on 11th SEPTEMBER 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: EMILY DOHERTY Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Created 2016

Form: 15CH
Release: 2-0

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AP519770C

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 73319

(B) LODGED BY

Document
Collection
Box

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

STRATA TITLE MANAGEMENT
P O BOX 2727
TAREN POINT NSW 2229

Reference: SP 73319 STRATA TITLE MANAGEMENT / PH:92662600

CODE

CH

- (C) The Owners-Strata Plan No. 73319 certify that a special resolution was passed on 9/4/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 4, 5, 6
Amended by-law No. NOT APPLICABLE
as fully set out below:
REFER TO SPECIAL BY-LAW 4 (SERVICE OF DOCUMENTS BY EMAIL) ON PAGE 21-22 OF ATTACHED ANNEXURE 'A'.
REFER TO SPECIAL BY-LAW 5 (RULES AND RECOVERY OF COSTS BY OWNERS CORPORATION) ON PAGE 22-24 OF ATTACHED ANNEXURE 'A'.
REFER TO SPECIAL BY-LAW 6 (ILLEGALLY PARKED VEHICLES AND ABANDONED GOODS) ON PAGE 24-27 OF ATTACHED ANNEXURE 'A'.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 73319 was affixed on 17/5/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

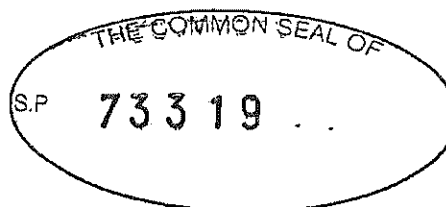
Lynne Kopellos
LYNNE KOPELLOS

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE 'A'

STRATA SCHEME NO 73319 **ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS**

Strata Plan 73319 287 Pyrmont Street, Ultimo NSW 2007 **Consolidated Set of By-Laws**

By-Laws for the Carpark at Bullecourt

1 About the by-laws

1.1 Purpose of the by-laws

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

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

2 Exclusive Use By-Laws

2.1 Purpose of the Exclusive use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law 2, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law 2 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may exercise rights

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

2.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

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

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when you exercise your rights or comply with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 14 ("insurance premiums"), you must reimburse the Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3 Strata Management Statement

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Carpark and the various components of Bullecourt. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities including the loading bays, service vehicle spaces, garbage disposal and bike racks; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls; and
- (d) insurance requirements.

3.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Carpark and the

various components of Bullecourt. The Owners Corporation is a member of the Building Management Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

3.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

3.6 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

4 Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Carspace or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) leave garbage or recyclable materials in your Carspace or on Common Property; or
- (d) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property; or
- (e) obstruct the legal use of Common Property by any person; or
- (f) do anything in the Carpark which is illegal; or

4.2 Complying with the law

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

- (a) your Carsapce; and
- (b) the use of your Carspace; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

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

5 You are responsible for others

5.1 What are your obligations?

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

5.2 Requirements if you lease your Carspace

If you lease your Carspace, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Carpark.

6 What are your obligations for your Carspace?

6.1 General obligations

You must:

- (a) keep your Carspace clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Carspace (whether or not you made the installation or alteration); and
- (e) at your expense, comply with all laws about your Carspace, including requirements of Government Agencies.

6.2 Architectural Code

The Architectural Code for Bullecourt is in the Strata Management Statement. It applies to your Carspace and to the Carpark generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Carspace.

6.3 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to carry out Building Works, store anything in your Carspace (other than a vehicle) or enclose your Carspace.

7 Erecting a sign

7.1 Signs in Carspaces

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

7.2 Obligations of the Owners Corporation

The Owners Corporation must comply with the Strata Management Statement if it proposes to erect a sign on Common Property.

7.3 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Carspace which the Developer owns or leases.

8 Parking on Common Property

Subject to your rights under the Strata Management Statement, you must not park or stand a vehicle on Common Property.

9 Controlling traffic in Common Property

9.1 Rights of the Owners Corporation

Subject to the Strata Management Statement, the Owners Corporation has the power to:

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

9.2 Restriction on exercising rights

When the Owners Corporation exercises its rights under this by-law 9, it must not interfere with the operation of Shared Facilities by the Building Management Committee.

10 Carrying out Building Works

10.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. If the proposed Building Works affect Shared Facilities or the External Appearance of the Carpark, you must also obtain consent from the Building Management Committee under the Architectural Code to carry out the works.

10.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 10 to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.3 ("The Developer"); or
- (b) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 10.3 ("Procedures before you carry out Building Works") to 10.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

10.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and

- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

10.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

10.5 Making arrangements with the Owners Corporation

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

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Carpark for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Carpark; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Carpark.

11 Agreement with the Building Manager

11.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Carpark and for Bullecourt generally. The Owners Corporation may exercise its power under this by-law 11 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

11.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

11.3 Terms of an agreement

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

- (a) the term of the agreement may be for any term permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

11.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

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

11.5 Duties of the Building Manager

If permitted by law, the duties of Building Manager under an agreement with the Owners Corporation (in its own right) may include:

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

11.6 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

12 Licences

12.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law 12 only by ordinary resolution at a general meeting.

12.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 12 may include provisions about, but need not be limited to:

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

13 Common Property and Shared Facilities

13.1 Common Property designated as Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

13.2 Easements

Several Easements affect Common Property. You and the Owners Corporation must not do anything to interfere with any person exercising their rights or complying with their obligations under any Easements burdening Common Property.

13.3 What are your obligations?

Subject to the by-laws, you must:

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

13.4 When will you need consent from the Owners Corporation?

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

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

14 Insurance premiums

14.1 Consent from the Owners Corporation

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

14.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 14, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

14.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

15 Security at the Carpark

15.1 Strata Management Statement and Easements

The Strata Management Statement regulates security and the provision of Security Keys for the Carpark. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 15 are subject to the Strata Management Statement and Easements. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) Shared Facilities in the Carpark which owners and occupiers in Bullecourt are entitled to use; or
- (b) Common Property the subject of Easements.

15.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into the Carpark and prevent fires and other hazards.

15.3 Installation of security equipment

Subject to this by-law 15, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Carpark.

15.4 Restricting access to Common Property

Subject to this by-law 22, the Owners Corporation has the power to:

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

15.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Carpark.

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

16 Security Keys

16.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law 16, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 15 ('Security at the Carpark').

16.2 Fees for additional Security Keys

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

16.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

16.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law 16 and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

16.5 What are your obligations?

You must:

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

16.6 Some prohibitions

You must not copy a Security Key or give a Security Key to someone who is not an Owner or Occupier.

16.7 Procedures if you lease your Carspace

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

17 Rules

17.1 Powers of the Owners Corporation

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

17.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

17.3 What are your obligations?

You must comply with the Rules.

17.4 What if a Rule is inconsistent with the by-laws?

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

17.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

18 How are consents given?

18.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation at a general meeting or the Executive Committee at a meeting of the Executive Committee.

18.2 Conditions

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

18.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

19 Failure to comply with by-laws

19.1 What can the Owners Corporation do?

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

19.2 Procedures

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

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

19.3 Recovering money

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

20 Applications and complaints

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

21 Interpretation

21.1 Definitions

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

Architectural Code means the architectural code in the Strata Management Statement.

Building Management Committee means the building management committee for Bullecourt established according to the Development Act and the Strata Management Statement.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 11 ("Agreement with the Building Manager").

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

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Carspace; or
- (b) the structure of your Carspace; or
- (c) Common Property services; or
- (d) services in the Carpark, whether or not they are for the exclusive use of your Carspace; or

Bullecourt means the land and buildings comprised in the Carpark and in lots 2 to 8 in DP 1067958 (including any strata schemes into which those lots are subdivided).

Carpark means strata plan no. 73319.

Carspace means a lot in the Carpark.

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

Developer means Bullecourt Pty Limited (ABN 33 100 251 081).

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Easements means any easements, restrictions on the use of land or positive covenants affecting the Carpark.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Executive Committee means the executive committee of the Owners Corporation.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal & judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Occupier means the occupiers, lessee, licensee or person in lawful occupation of a Carspace.

Owner means:

- (a) the owner for the time being of a Carspace; and
- (b) if a Carspace is subdivided or resubdivided, the owners for the time being of the new Carspaces; and
- (c) for an Exclusive use By-Law, the owner(s) of the Carspace(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Carspace.

Owners Corporation means The Owners - Strata Plan No. 73319.

Rules mean Rules made by the Owners Corporation according to by-law 17 ("Rules").

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

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Strata Management Statement means the strata management statement for Bullecourt.

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

21.2 References to certain terms

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

- (a) (Management Act) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (you) the word "you" means an Owner or Occupier; and
- (c) (by-laws) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Carpark; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or replacement of it; and

- (e) (reference to statutes) a Law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a kind.

21.3 Headings

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

21.4 Severability

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

21.5 Discretion in exercising rights

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

21.6 Partial exercise of rights

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

21.7 Remedies cumulative

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

SPECIAL BY-LAW 1 - REPRESENTATIVE OF THE OWNERS CORPORATION

- A. The representative of the Owners Corporation to the Bullecourt Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B. If the representative of the Owners Corporation to the Bullecourt Building Management Committee ceases to be a member of the scheme's Executive Committee then the representative's appointment to the Building Management

Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee and according to this by-law as soon as practicable.

- C. The Owners Corporation authorises the Executive Committee of the owners corporation to appoint the representative of the Owners Corporation to the Bullecourt Building Management Committee on its behalf and as contemplated in clause A & B.

SPECIAL BY-LAW NO. 2 – ELECTRONIC VOTING AT MEETINGS

1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

1. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"electronic means"** includes a vote cast via a voting website or electronic application,
- (c) **"e-voting"** means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- (d) **"e-voting determination"** means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- (e) **"committee meeting"** means a meeting of the strata committee,
- (f) **"general meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (g) **"meeting"** means a committee meeting or a general meeting,
- (h) **"motion"** means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- (i) **"Regulations"** means the *Strata Schemes Management Regulation 2016*,
- (j) **"owner"** means an owner of a lot in the strata scheme,
- (k) **"person"** means an owner or a proxy,
- (l) **"proxy"** means a duly appointed proxy for the purposes of the Act,
- (m) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (n) **"you"** means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. E-Voting

- 3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.
- 3.2 An e-voting determination remains in force until it is revoked.
- 3.3 An e-voting determination may be revoked by a resolution of:
 - (a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
 - (b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.
- 3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

- 4.1 E-voting must be conducted by a ballot.
- 4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:
 - (a) instructions for completing the ballot paper, and
 - (b) the motions to be voted on, and
 - (c) the means of indicating the voter's choice on the motions to be voted on.
- 4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

- (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and
 - (b) access to information about:
 - (i) how the ballot paper must be completed, and
 - (ii) the deadline for submission of the ballot paper, and
 - (iii) if voting is by email, the address where the ballot paper is to be returned, and
 - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
 - (d) access to an electronic form of declaration requiring the voter to state:
 - (i) his or her name, and
 - (ii) the capacity in which the person is entitled to vote, and
 - (iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
 - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.
- 4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.
- 4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.
- 4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.
- 4.7 If the ballot is a secret ballot, the secretary must ensure that:
- (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
 - (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.
- 4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
- 4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
- 4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:
- (a) review all information and reports about the electronic ballot, and

- (b) reject as informal any votes that do not comply with the requirements of this by-law, and
- (c) ascertain the result of the electronic ballot, and
- (d) make a written or electronic record of the result of the electronic ballot, and
- (e) announce or publish the result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

SPECIAL BY-LAW NO. 3 – PROXIES

1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"earliest proxy appointment forms"** means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- (c) **"meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (d) **"Regulations"** means the *Strata Schemes Management Regulation 2016*,
- (e) **"person"** means the person referred to in clause 3.1 of this by-law,
- (f) **"proxy"** means a duly appointed proxy for the purposes of the Act,
- (g) **"proxy appointment form"** means an instrument appointing a proxy in the form prescribed by the Regulations,
- (h) **"proxy election"** means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- (i) **"proxy giver"** means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- (j) **"proxy threshold"** means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - (A) if the strata scheme has 20 lots or less, one,
 - (B) if the strata scheme has more than 20 lots, a number that is equal to not more

than 5% of the total number of lots.

- (k) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (l) **"surplus of proxies"** means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
 - (A) exceeds the proxy threshold for that person, or
 - (B) results in the proxy threshold being exceeded by that person,
- (m) **"you"** means the owner of a lot in the strata scheme.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Rules Where Proxy Threshold Exceeded

3.1 If a person has been given a surplus of proxies the person must make a proxy election.

3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

- (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
- (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

- 3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- 3.5 A proxy election by that person or the chairperson must:
- (a) give priority to the earliest proxy appointment forms; and
 - (b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.
- 3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.
- 3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

SPECIAL BY-LAW 4 – SERVICE OF DOCUMENTS BY EMAIL

1. Introduction

This by-law allows us to serve documents on you by email to your email address and set out rules relating to the service of documents on you by email.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 “**agent**” means any agent of the owners corporation including the strata committee, an office bearer and the strata managing agent and lawyer of the owners corporation;
- 2.2 “**arrears notice**” means a notice relating to overdue contributions to the administrative fund or the capital works fund of the owners corporation, interest on any overdue contributions or expenses incurred in recovering those amounts;
- 2.3 “**breach notice**” means a notice relating to a breach of a by-law given by us in accordance with section 146 of the Strata Act;
- 2.4 “**delivery error notice**” means a notice in writing advising that an email has not reached or was not deliverable to its recipient including an automatically generated “undeliverable” or “bounce back” email but not including any “out of office” replies;
- 2.5 “**document**” means any record of information and includes anything on which there is writing such as a document or notice we may or are required to serve on you under the Strata Act such as the notice or minutes of a meeting, an arrears notice, a breach notice, a levy notice or an NCAT notice;
- 2.6 “**email address**” means an email address for the service of documents that is given by you to us in writing;
- 2.7 “**levy notice**” means a notice of a contribution payable to the administrative fund or capital works fund of the owners corporation;
- 2.8 “**meeting**” means a meeting of the strata committee or owners corporation;
- 2.9 “**NCAT notice**” means a document or notice generated by the Civil and Administrative Tribunal of NSW;
- 2.10 “**lot**” means a lot in the strata scheme;
- 2.11 “**occupier**” means a person in occupation of a lot and includes a tenant;
- 2.12 “**office bearer**” means the secretary, treasurer or chairperson of the owners corporation;
- 2.13 “**owner**” means an owner of a lot;

- 2.14 "**Strata Act**" means the *Strata Schemes Management Act 2015*;
- 2.15 "**strata scheme**" means the strata scheme to which this by-law applies;
- 2.16 "**us**" or "**we**" means the owners corporation and includes any agent; and
- 2.17 "**you**" means an owner or occupier.

3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each other. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. Service of Documents by Email

We may serve any document on you by sending the document by email to your email address.

5. Date of Service of Documents Sent by Email

A document we serve on you by email is taken to have been served on the day after the document is sent by us by email to your email address unless we receive a delivery error notice before the end of that day.

6. Service of Documents by Alternate Means

If a document is not served by email because we receive a delivery error notice before the end of the day after which the document is sent to you by email, the document must be served on you in any other manner authorised by the Strata Act or the by-laws.

7. Updating Your Email Address

If you give us an email address, you must ensure that the email address is current and you must inform us in writing of any change to your email address within 14 days of that change.

SPECIAL BY-LAW 5 – RULES AND RECOVERY OF COSTS BY OWNERS CORPORATION

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;
- 2.2 "**cleaning costs**" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 "**demand**" means a written demand from us to you;
- 2.4 "**denial of access**" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the

Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;

2.5 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;

2.6 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false fire alarm expenses, an insurance increase, remedy expenses and repair costs;

2.7 "**false alarm**" means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;

2.8 "**false alarm expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);

2.9 "**insurance increase**" means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;

2.10 "**interest**" means interest payable on expenses in accordance with this by-law;

2.11 "**invitee**" includes a guest or contractor;

2.12 "**lot**" means a lot in the strata scheme;

2.13 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.14 "**owner**" means an owner of a lot;

2.15 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.16 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;

2.17 "**repair costs**" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;

2.18 "**Strata Act**" means the Strata Schemes Management Act 2015;

2.19 "**strata scheme**" means the strata scheme to which this by-law applies;

2.20 "**us**" or "**we**" means the owners corporation; and

2.21 "**you**" means an owner or occupier

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a false alarm.

4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

4.4 You must not leave or dump rubbish on common property.

4.5 You must not dirty or soil the common property.

4.6 You must not do anything that causes an insurance premium payable by us to increase.

4.7 You must not cause a denial of access.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

SPECIAL BY-LAW 6 – ILLEGALLY PARKED VEHICLES AND ABANDONED GOODS

1. Introduction

This by-law allows us to move or dispose of abandoned goods and move or remove illegally parked vehicles and sets out rules concerning the moving and disposal of abandoned goods and the moving and removal of illegally parked vehicles.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**abandoned goods**" means goods left on common property other than motor vehicles and things permitted by us to remain on common property;

2.2 "**common property**" means the common property in the strata scheme including any visitor parking spaces on common property;

2.3 "**disposal costs**" means any cost or expense we incur in connection with or arising out of the disposal by us of abandoned goods left on common property including a waste removal contractor's costs, skip bin hire fees and tip fees;

2.4 "**disposal notice**" means a notice that complies with clause 32(3) of the Strata Regulation;

2.5 "**dispose**" in relation to abandoned goods means to sell the goods or dispose of the goods in any other lawful manner;

2.6 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including disposal costs and vehicle removal costs;

2.7 "**goods**" means goods of any type including personal belongings such as bicycles and rubbish;

- 2.8 **"illegally parked vehicle"** means a vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property;
- 2.9 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.10 **"invitee"** includes a guest or contractor;
- 2.11 **"lot"** means a lot in the strata scheme;
- 2.12 **"motor vehicle"** has the same meaning as in the *Impounding Act 1993*;
- 2.13 **"move"** in relation to an illegally parked vehicle means to cause the vehicle to be moved to another place on common property or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property including by towing the vehicle;
- 2.14 **"occupier"** means a person in occupation of a lot and includes a tenant;
- 2.15 **"office bearer"** means the secretary, treasurer or chairperson of the owners corporation;
- 2.16 **"owner"** means an owner of a lot;
- 2.17 **"record of sale"** means a record of abandoned goods sold that complies with clause 32(9) of the Strata Regulation;
- 2.18 **"recovery costs"** means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.19 **"removal notice"** means a notice that complies with clause 34(3) of the Strata Regulation;
- 2.20 **"remove"** in relation to an illegally parked vehicle means to cause the vehicle to be moved to the nearest place to which it may be lawfully moved including by towing the vehicle;
- 2.21 **"Strata Act"** means the *Strata Schemes Management Act 2015*;
- 2.22 **"Strata Regulation"** means the *Strata Schemes Management Regulation 2016*;
- 2.23 **"strata scheme"** means the strata scheme to which this by-law applies;
- 2.24 **"us"** or **"we"** means the owners corporation and includes any agent;
- 2.25 **"vehicle"** means motor vehicle;
- 2.26 **"vehicle removal costs"** means any cost or expense we incur in connection with or arising out of the moving or removal by us of an illegally parked vehicle including towing costs; and
- 2.27 **"you"** means an owner or occupier.

3. Interpretation

In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata

scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. Prohibiting Abandoned Goods

4.1 You must not leave any goods on common property without our prior written consent unless you are permitted to under another by-law.

4.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave any goods on common property without our prior written consent unless the occupier is permitted to under another by-law.

4.3 You must take all reasonable steps to ensure that your invitees do not leave any goods on common property without our prior written consent unless they are permitted to under another by-law.

5. Moving Abandoned Goods that Obstruct Access

We may move abandoned goods that block an entrance or exit to another place on the common property before placing a disposal notice on or near the goods.

6. Disposing of Perishable Goods and Rubbish

We may dispose of abandoned goods that are perishable goods or rubbish without placing a disposal notice on or near the goods.

7. Disposing of Abandoned Goods

We may dispose of abandoned goods that are not perishable goods or rubbish if we place a disposal notice on or near the goods and the goods have not been removed from the common property within the period specified in the disposal notice.

8. Proceeds of Sale of Abandoned Goods

We must pay the proceeds of a sale of any abandoned goods we sell into the administrative fund of the owners corporation.

9. Record of Sale of Abandoned Goods

We must make a record of sale of any abandoned goods we sell and keep that record for 12 months after the sale.

10. Prohibiting Parking on Common Property

10.1 You must not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless permitted to under another by-law.

10.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave or park a vehicle on common property (including an illegally parked vehicle) without our prior written consent unless the occupier is permitted to under another by-law.

10.3 You must take all reasonable steps to ensure that your invitees do not leave or park any vehicles on common property (including an illegally parked vehicle) except in any area designated for that purpose by us or in accordance with another by-law.

11. Moving Illegally Parked Vehicles

We may move or remove an illegally parked vehicle if we place a removal notice on or near the vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.

12. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

13. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

14. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

15. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

16. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

17. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

18. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

19. Power of Strata Committee

The strata committee may exercise the functions of the owners corporation under this by-law.

26 August 2021

Infotrack Pty Limited

Reference number: 8000998711

Property address: U C15/287 Pyrmont St Ultimo NSW 2007

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000
Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	22243
Address of property:	291A Pyrmont Street , ULTIMO NSW 2007
Owner:	THE OWNERS - STRATA PLAN NO 73319
Description of land:	Lot 1 DP 1067958, Lots 1-271 SP 73319
Certificate No.:	2021336546
Certificate Date:	26/08/21
Receipt No:	0180474
Fee:	\$80.00
Paid:	26/08/21

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

A handwritten signature in black ink, appearing to be 'M Barone'.

Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Darling Harbour Development Plan No.1

- a) The subject land is affected by the Darling Harbour Development Plan No.1 (as amended). This is deemed to be a regional environmental plan under Schedule 6, Part 7, clause 23 of the *Environmental Planning and Assessment Act, 1979*, as amended.
- b) There are no purposes for which development may be carried out without a Development Application.
- c) Purposes for which development may be carried out with a Development Application include the following: tourist, educational, recreational, entertainment, cultural or commercial facilities; transport facilities; purposes of beautifying the landscape; amusement parks; art galleries; child care centres; commercial premises; car parking stations; charter boat facilities; convention centres; entertainment centres; exhibition centres; film, television and radio studios; hotels; light industries; markets; motels; museums; parks and gardens; places of assembly; places of public worship; professional consulting rooms; public buildings; public utility undertakings; recording studios; recreation facilities; refreshment rooms; residential buildings; serviced apartments; shops; theatre restaurants; utility installations; or any purpose incidental or subsidiary to a purpose referred to in this paragraph.
- d) Any other purpose not listed in (c) above is prohibited.
- e) The demolition of any building requires a Development Application.

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005) – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 1 – Development Standards

This policy makes development standards more flexible. It allows Council to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

State Environmental Planning Policy No. 1 – Development Standards

This policy makes development standards more flexible. It allows Council to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No 60 – Exempt and Complying Development (Gazetted 3.03.00)

Specifies exempt and complying development in certain areas that have not provided for those types of development through a Local Environmental Plan. This is achieved by identifying the development of minimal environmental impact that is to be exempt and identifying development that is to be complying development. The policy also specifies standards for that development, identify complying development separately for metropolitan Sydney and regional areas of New South Wales, specifies conditions for complying development certificates and ensures that development consent is required for the subdivision of land, and the erection of a building or for demolition.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the Coastal Management Act 2016, including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the Coastal Management Act 2016.

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment:

to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

Darling Harbour Development Plan No. 1

The Darling Harbour Development Plan No 1 is taken to be a regional environmental plan, under *The Environmental Planning and Assessment Act 1979* (as amended), Schedule 6, clause 23 and may be amended and repealed accordingly. It sets out the uses permitted on land within the Darling Harbour Authority area. This land is now part of the Sydney Harbour Foreshore Authority, who is the responsible authority.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

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

This SEPP does not apply to the land.

(3) Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code, Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	YES
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO
▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Subdivisions Code

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

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

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

Demolition Code

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

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

In relation to a coastal council : The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions: Section 156(1)(a) of the Environmental Planning and Assessment Act 1979

- (a) The land is **not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land is **not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information. Section 156(1)(b) of the Environmental Planning and Assessment Act 1979

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls

Property is within the flood planning area	YES
Property is outside the flood planning area	NO
Property is within a buffer zone	NO

- (2) If 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

Property is between the flood planning area and probable maximum flood.	YES
Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	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.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 th July 2013	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property Vegetation plans

Not Applicable.

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

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

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

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

Hazard Risk Restriction:

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Sydney Harbour Foreshore Authority Act 1998

The provisions of the Sydney Harbour Foreshore Authority Act 1998 apply to the subject land. For more information, contact the Property Officer at Sydney Harbour Foreshore Authority on telephone (02) 9240 8500.

Neighbourhood Parking Policy

The City of Sydney co-ordinates a Resident Permit Parking Scheme and a Visitor Permit Parking scheme. This property may be restricted from participating in either scheme. Eligibility may change after the date of this certificate, as parking supply and other traffic demands change. For more information contact Council's call centre on 9265 9333.

The Minister is the Consent Authority

The Minister is the consent authority where the capital has an investment value of more than \$10 million. State Environmental Planning Policy (Major Projects).

ADVICE FROM OTHER BODIES

Advice from Sydney Harbour Foreshores

There may be easements in favour of SHFA and various other service authorities. For information on these and on any plans of subdivision, please contact the Land Titles Office.

Sydney Ports Corporation Advice

Some land in the City of Sydney located in the vicinity of the White Bay, Glebe Island and Darling Harbour ports may be affected by noise from port operations.

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer

City of Sydney

G.P.O. Box 1591

Sydney NSW 2000

End of Document

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.

- (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 of 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 of 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.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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