

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☒ yes
Proposed electronic transaction (clause 30) ☐ no ☐ YES

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

Land tax is adjustable ☐ NO ☒ yes
 GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☐ NO ☒ yes

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

List of Documents

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

Premium Strata, Suite 404, 64-76 Kippax Street, Surry Hills NSW 2010, Tel: 9281-6440

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

20.6.4 *served* if it is *served* in any manner provided in 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 not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow 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 a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 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.

33 /27-29 Mary St Auburn NSW 2144

Cooling-Off Certificate

I, _____

of _____

in the state of New South Wales, Solicitor/Barrister/Licensed Conveyancer certify as follows:-

- (a) I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to contract for the sale of property known as
as _____ vendor _____ to
_____ as purchaser in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____
the purchaser/an officer of the purchaser corporation or a person involved in the management of its affairs:
 - (i) The effect of the contract for the purchase of that property;
 - (ii) The nature of this certificate;
 - (iii) The effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

Conditions of Sale by Auction

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

1. A prospective bidder must register with the vendor's agent before the auction and display the identifying number when making a bid. Proof of identity (Australian Passport or Australian Driver's Licence or other prescribed form of identity) will be required before a prospective bidder may register or bid on behalf of another person.
2. A bidder is taken to be a principle unless, before bidding, the bidder has given the auctioneer a copy of a written authority to bid for or on behalf of another person.
3. A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
4. When making a bid on behalf of the vendor or accepting a bid made by or on behalf of the vendor, the auctioneer must clearly state that the bid was made by or on behalf of the vendor or auctioneer.
5. A bid cannot be made or accepted after the fall of the hammer.
6. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor.
7. The highest bidder is the purchaser, subject to any reserve price.
8. If a bid is disputed, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
9. As soon as practicable after the fall of the hammer, the purchaser must sign this contract.

Additional Conditions

32 Amendments to Standard Form

- 32.1 The following clauses of the Law Society Standard Form pages 4 – 20 of this contract are amended as follows;
- 32.2 Clause 1 is amended as to the definition of *settlement cheque* by the deletion of all words following the word “bank” on line 2 of that definition;
- 32.3 Clause 7.1.1 is amended by replacing the words “5% of the price” with “one dollar (\$1.00)”;
- 32.4 Clause 8.1.1 is amended by the deletion of the words “, on reasonable grounds,”;
- 32.5 Clause 8.1.2 is amended by the deletion of the words “and those grounds,”
- 32.6 Clause 14.4.2 is replaced with “by adjusting the amount of land tax payable in respect of the property, calculated on a multiple holding basis and at the premium tax marginal rate.”
- 32.7 Clause 16.5 is amended by the deletion of the words “, plus another 20% of that fee”;
- 32.8 Clause 16.8 is amended by replacing “5” with “8”;
- 32.9 Clause 16.12 is deleted in its entirety;
- 32.10 Clause 23.13 is amended by replacing “vendor” with “purchaser”;
- 32.11 At the end of Clause 23.13, add “The Vendor hereby gives the authority to the Purchaser or the Purchaser’s solicitor to obtain the s184/s26 Certificate (at the purchaser’s cost) from the Strata or Community Association Manager.”;
- 32.12 Delete Clause 23.14;

33 Time for Completion and Notice to Complete

- 33.1 If the complete of this Contract does not take place on or before the Completion Date, then the party who is ready, willing and able to complete shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete requiring completion to take place within fourteen (14) days from the date of service of such Notice;
- 33.2 In the event that completion does not take place by the Completion Date, through no fault of the Vendor, the Purchaser shall pay interest on the balance of purchase monies to the Vendor on completion at the rate of **10% per annum** from and including the Completion Date up to and including the date of completion.
- 33.3 The parties acknowledge that such interest is a genuine pre-estimate of the damage which the Vendor may suffer by delay in completion. In addition the Purchaser shall pay the sum of \$350.00 (inc GST) to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre estimate of these additional expenses, to be allowed by the Purchaser as an additional adjustment on completion;
- 33.4 The purchaser also agrees to pay \$155.00 (inc GST) for each

cancellation requested by the purchaser after appropriate settlement arrangements have been made.

- 33.5 In the event that the vendor is also purchasing another property and 2 settlements take place simultaneously, if the settlement is delayed due to the purchaser's fault, the purchaser also agrees to pay the vendor all costs and fees involved to reschedule the settlements.

34 Present Condition and State of Repair

The property is sold in its present condition and state of repair subject to any latent or patent defects, the location of any service, or any infestation or dilapidation. The vendor shall not be responsible for any mechanical breakdown, or fair wear and tear to, the inclusions which occurs between the contract date and the completion date. The vendor will only provide the keys of the property that are in their possession.

The Purchaser acknowledges that it buys the property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and in particular as to any purpose for which the property may be used.

35 Incapacity

- 35.1 Should, prior to completion, either party die or become mentally ill, then the other party may by notice in writing rescind this Contract, the provisions of Clause 19 shall apply;
- 35.2 Should either party, prior to completion, be declared bankrupt or enter into any scheme or make any arrangement for the benefit of creditors or have a petition for the winding up of the other party presented or enter into any scheme of arrangement under Part 5.1 or Part 5.3A of the Corporation Law or should any liquidator, receiver or official manager be appointed in respect of the other party, that party shall be deemed to be in default hereunder.

36 Agent Warranty

The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent referred to herein, if any, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein, if any) arising out of the sale herein provided. This condition shall not merge on completion.

37 Purchaser's default with less than 10% deposit paid:

In the event that:-

- 37.1 Purchaser defaults in the observance or any obligations hereunder which is or the performance of which has become essential; and
- 37.2 The Purchaser has paid a deposit less than ten per centum (10%) of the purchase price; and
- 37.3 The vendors terminated this contract then the vendors shall be entitled to recovery from the purchaser of an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendors herein contained or implied notwithstanding any rule of law or equity to the contrary.

This clause shall not merge on termination of this contract.

38. Deposit Bond

- 38.1 In this agreement the word "Bond" means Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by the bond issuer ("the Guarantor");
- 38.2 The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque upon completion of this agreement;
- 38.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the bond, the Purchaser shall forthwith pay the Deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the deposit;
- 38.4 The Vendor acknowledges that payment by the Guarantor under the bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the 10% deposit under paragraph 38.2 above.

39. Purchaser's Requisitions on Title

The parties agree that the vendor's obligation to answer any requisitions under Clause 5 of the standard printed contract shall **only** be in the format of the standard **Form 825** (Requisitions on Title by Australian Law Stationers Pty Ltd) for a residential property and **Form 800** for Strata property (Requisitions on Title by Australian Law Stationers Pty Ltd).

40. Release of Deposit

The parties agree that, without further authority being given by the Purchaser or their solicitor, the Purchaser authorizes the deposit holder to pay all or part of the deposit herein, if required, to the vendor's solicitor or as they may direct to be applied as a deposit or balance payable or stamp duty by the vendor for the purchase of another property.

41. Submission of Transfer

If the Purchaser fails to serve the Transfer within the time limit of Clause 4 of the standard printed condition, the Purchaser agrees to pay to the Vendor by way of adjustment at completion the sum of \$110.00 to compensate the cost of arranging execution of the Transfer with short notice. The Purchaser agrees this payment is an essential term of the Contract.

42. Existing Tenancies

If the property is sold subject to any tenancy, the vendor does not warrant that the tenant will continue to remain in the property on or after completion. If the lease has expired and the purchaser requires vacant possession at settlement, the purchaser must advise the vendor in writing, within 3 days after the contract exchange date; if the purchaser does not serve written notice to the vendor in accordance with this cause, the purchaser must accept the tenancy on settlement.

43. Swimming Pool

If there is swimming pool in the property, the purchaser acknowledge that it might not fully comply with the Swimming Pool Acts 1992 (as amended) and will not raise any notice claim objection or requisition in relation to such non compliance nor be entitled to rescind or terminate the contract and accept the property and the swimming pool in its present condition.

44. Adjustments

The parties agree to adjust all usual outgoings and amounts under the contract including the unpaid balance of the purchase price on completion. However, if any amount is incorrectly calculated, overlooked or an error is made in such calculation resulting in incorrect adjustment figures, then the parties agree to correct such error by paying or reimbursing each other accordingly after the settlement. This clause shall not merge on completion.

45. Sewer Diagram

The purchaser shall not make any objection, requisition or claim for compensation in relation to any sewer, drains, pipes, cables, wires or other installations on or pass through or over the property other than as disclosed in the contract.

46. Settlement Date

If the settlement date falls between 24th December of the current year and 17th January of the following year (both dates inclusive), then the settlement date is to be adjusted to 18th January of the following year.

47. Settlement Place

In the event that the Certificate of Title is in the vendor's possession and the purchaser requires a settlement place in Sydney CBD other than the vendor conveyancer's office, the purchaser will allow a settlement agent fee of \$77.

48. GST

- 48.1 In this clause, "GST" refers to Goods and Services Tax under A New Tax System (Goods and Services Tax Act 1999 "GST Act") and the terms used to have the meanings as defined in the GST Act
- 48.2 The vendor warrants that the property is being used as a residential premises under the GST Act.
- 48.3 The purchaser agrees to use the property predominantly for residential accommodation on and after the completion of this sale.
- 48.4 In the event that the vendor becomes liable for GST, the purchaser agrees to pay to the vendor, within fourteen (14) days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST including any additional penalty and interest, and the vendor shall deliver to the purchaser a tax invoice in a form which complies with the GST Act and regulations.

This clause does not merge on completion

49. Foreign Investment Review Board ("FIRB") clause

In respect to the Foreign Acquisitions and Takeovers Act 1975 ("The Act"), the purchaser warrants to the vendor that:

- the purchaser can purchase the property under FIRB legislation and regulations
- the purchaser acknowledges that the vendor relies on the purchaser's warranty
- the purchaser indemnifies and will continue to indemnify the vendor against any claim, loss, damage, liability, penalty or legal costs suffered or incurred by the vendor due to any breach of the purchaser's warranty

This clause is an essential term of this contract.

50. Guarantee

If the purchaser is a company, it is an essential clause of the contract that the director of the purchaser company (the guarantor) guarantees to the vendor the due and punctual performance and observance of its obligations under the contract. The guarantor shall indemnify and must keep indemnified the vendor against all losses, damages, liabilities, costs and expenses accruing to the vendor, resulting or arising from any failure by the purchaser to perform or observe any of its obligations.

This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the vendor. Any rescission or termination shall not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the guarantor and the vendor.

Signed, sealed and delivered by the guarantor in presence of

Signature of witness

Signature of guarantor

Name and Address

Name of guarantor

FromPurchasers Solicitor

ToVendors Solicitor

Date:.....

REQUISITIONS ON TITLE**2008 EDITION**

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

Property

In these Requisitions:-

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

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

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

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

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

DISCLAIMER

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.....
Solicitor for Vendor

Answers to Requisitions

1. Noted.
2. Noted.
3. Noted.
4. Vendor is not aware.
5. (a)-(c) No.
6. Not applicable.
7. Noted.
8. Not applicable.
9.
 - a) Vendor replies on the contract.
 - b) Vendor is not aware.
 - c) Noted.
 - d) Noted.
 - e) Noted.
 - f) Noted.
10. Not applicable.
11. Not applicable.
12. Not applicable.
13. Vendor is not aware, purchaser should rely on their own investigation.
14. Noted.
15. Vendor relies on the contract, purchaser should rely on their own investigation.
16. Vendor relies on the contract, purchaser should rely on their own investigation.
17. Vendor is not aware, purchaser should rely on their own investigation.
18. No.
19. (a)-(c) Vendor presumes so, purchaser should rely on their own investigation.
20. Vendor presumes so, purchaser should rely on their own investigation.
21. Vendor is not aware, purchaser should rely on their own investigation.
22. No.
23. Vendor is not aware, purchaser should rely on their own investigation.
24. Vendor is not aware, purchaser should rely on their own investigation.
25. No.
26. Vendor is not aware, purchaser should rely on their own investigation.
27. Not applicable.
28. No.
29. Vendor is not aware, purchaser should rely on their own investigation.
30. Vendor is not aware.
31. No.
32. (a)-(b) Vendor is not aware, purchaser should rely on their own investigation.
33. Vendor relies on the contract, purchaser should rely on their own investigation.
34. No.
35. No.
36. Vendor relies on the contract, purchaser should rely on their own investigation.
37. (a)-(c) Purchaser should rely on their own investigation.
38. Noted.

39. Noted.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 33/SP88668

SEARCH DATE

2/7/2018

TIME

5:23 PM

EDITION NO

2

DATE

15/3/2017

LAND

LOT 33 IN STRATA PLAN 88668

AT AUBURN

LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

MIN ZENG

MEI FEN YU

AS JOINT TENANTS

(T AM228693)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88668

2 AM228694 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsalan

PRINTED ON 2/7/2018

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

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88668

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 2/7/2018 | 5:27 PM | 3 | 27/3/2018 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88668
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP88668

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88668
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- PREMIUM STRATA PTY LTD
SUITE 404, LEVEL 4
64-76 KIPPAX STREET
SURRY HILLS 2010

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AK950418 LEASE TO AUSGRID OF SUB-STATION NO.77034 SHOWN IN
DP1226081 TOGETHER WITH EASEMENT FOR ELECTRICITY WORKS
VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM. EXPIRES:
6/11/2066. OPTION OF RENEWAL: 25 YEARS.
- 3 AM99063 POSITIVE COVENANT
- 4 SP88668 RESTRICTION(S) ON THE USE OF LAND
- 5 AN36851 CONSOLIDATION OF REGISTERED BY-LAWS
- 6 AN36851 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 88668

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 1 | - 116 | 2 | - 116 | 3 | - 122 | 4 | - 128 |
| 5 | - 116 | 6 | - 116 | 7 | - 125 | 8 | - 118 |
| 9 | - 118 | 10 | - 124 | 11 | - 122 | 12 | - 118 |
| 13 | - 118 | 14 | - 127 | 15 | - 118 | 16 | - 120 |
| 17 | - 127 | 18 | - 124 | 19 | - 120 | 20 | - 120 |
| 21 | - 127 | 22 | - 120 | 23 | - 124 | 24 | - 124 |
| 25 | - 124 | 26 | - 124 | 27 | - 124 | 28 | - 122 |

END OF PAGE 1 - CONTINUED OVER

SP-180625-1300

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Search Date/Time: 02/07/2018 5:27PM

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88668

PAGE 2

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

STRATA PLAN 88668

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 29 | - 124 | 30 | - 125 | 31 | - 125 | 32 | - 125 |
| 33 | - 125 | 34 | - 125 | 35 | - 125 | 36 | - 151 |
| 37 | - 150 | 38 | - 151 | 39 | - 100 | 40 | - 100 |
| 41 | - 125 | 42 | - 152 | 43 | - 151 | 44 | - 151 |
| 45 | - 100 | 46 | - 100 | 47 | - 128 | 48 | - 156 |
| 49 | - 155 | 50 | - 155 | 51 | - 111 | 52 | - 111 |
| 53 | - 130 | 54 | - 142 | 55 | - 118 | 56 | - 144 |
| 57 | - 144 | 58 | - 120 | 59 | - 147 | 60 | - 147 |
| 61 | - 122 | 62 | - 149 | 63 | - 149 | 64 | - 124 |
| 65 | - 149 | 66 | - 151 | 67 | - 124 | 68 | - 164 |
| 69 | - 151 | 70 | - 149 | 71 | - 152 | 72 | - 150 |
| 73 | - 153 | 74 | - 153 | 75 | - 155 | 76 | - 85 |
| 77 | - 105 | | | | | | |

NOTATIONS

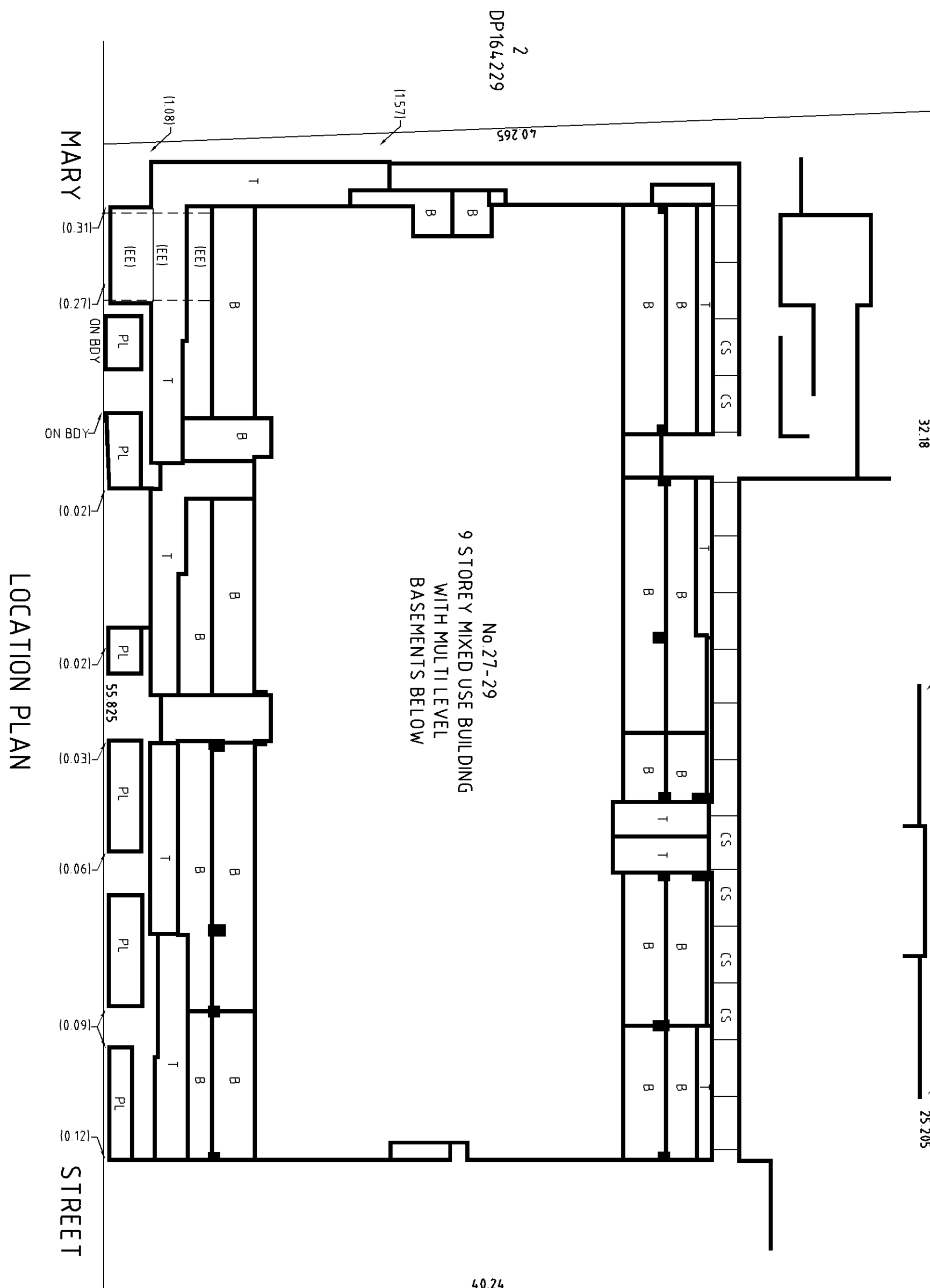
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SP-180625-1300

PRINTED ON 2/7/2018

Search Date/Time: 02/07/2018 5:27PM



LOCATION PLAN

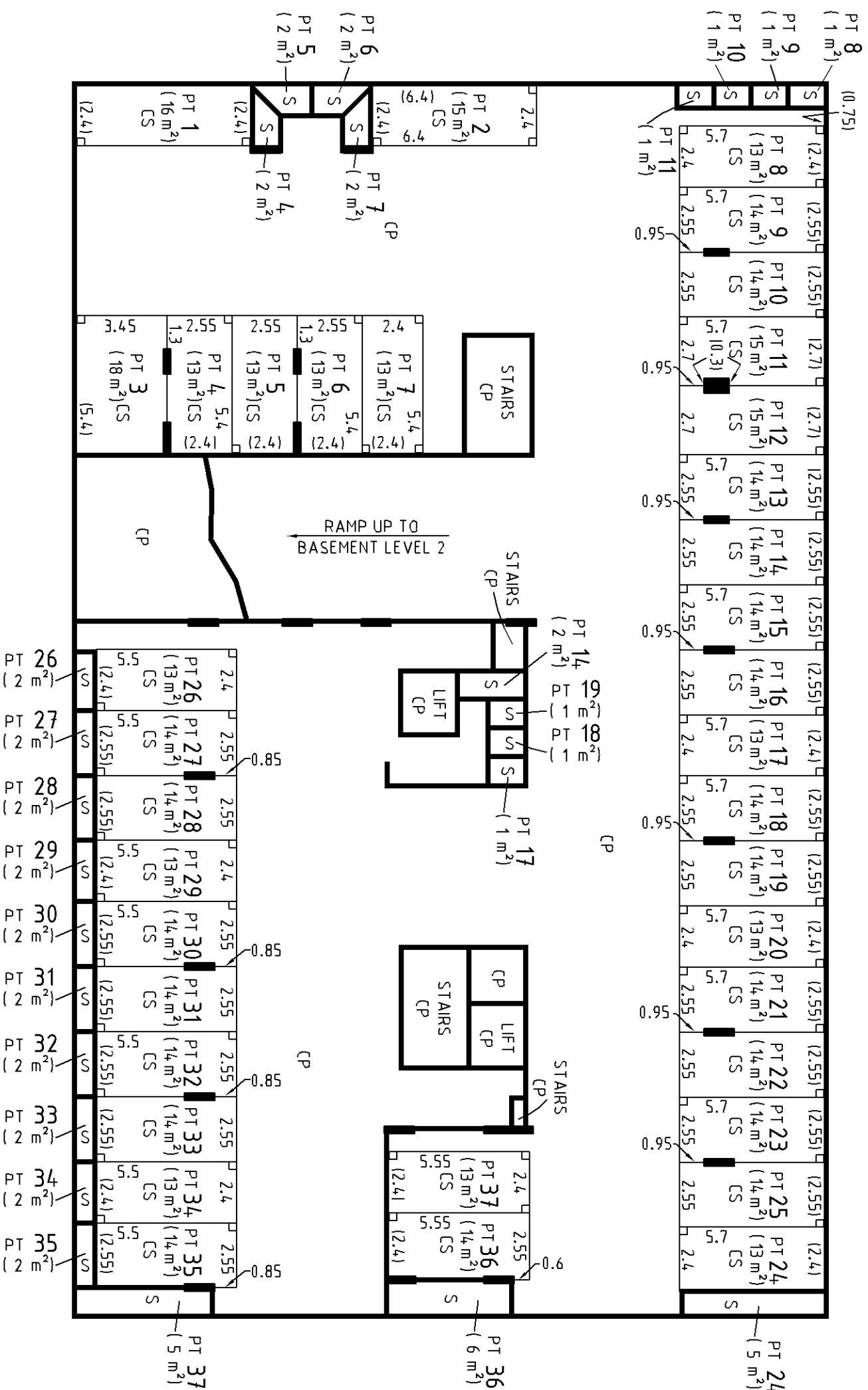
- LEGEND
- B DENOTES BALCONY
 - CS DENOTES CAR SPACE
 - PL DENOTES PLANTER
 - T DENOTES TERRACE

(EE) EASEMENT FOR ELECTRICITY WORKS VARIABLE WIDTH LIMITED IN STRATUM (VIDE AK9504.18)

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

| | | | |
|---|--|-------------------------|---------|
| Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 3148SPR01 Subdivision No : 32/2016 Lengths are in metres. Reduction Ratio 1 : 200 | | Registered 15.2.2017 | SP88668 |
| Ref:MIN ZENG /Src:B | | ISSUE:1/1 | |

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



BASEMENT LEVEL 3 FLOOR PLAN

LEGEND
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
S DENOTES STORAGE

DISH DRAIN IS COMMON PROPERTY.

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200

Registered
15.2.2017

SP88668

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

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

(SURVEYOR'S REFERENCE:3148SPR01

ISSUE:1(1)



BASEMENT LEVEL 2 FLOOR PLAN

SYMBOLS

90° 90°
DENOTES PROLONGATION OF
FACE OF COLUMN OR WALL
UNLESS OTHERWISE SHOWN

15) 90° 90° 90°
 CENTRELINE OF COLUMN OR
 WALL UNLESS OTHERWISE
 SHOWN
 (0.15)
 90°
 DENOTES 90° ANGLE

90° DENOTES 90° ANGLE

LEGEND

| | |
|------|---|
| CP | DENOTES COMMON PROPERTY |
| CS | DENOTES CAR SPACE |
| D | DENOTES DUCTING (CP) |
| DC | DENOTES DISABLED CAR SPACE |
| PEFW | DENOTES PROLONGATION EASTERN FACE OF WALL |
| PWFw | DENOTES PROLONGATION WESTERN FACE OF WALL |
| S | DENOTES STORAGE |

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 3148SPR01
Subdivision No : 32/2016
Lengths are in metres. Reduction Ratio 1 : 200

Registered



15.2.2017

SP88668

(SURVEYOR'S REFERENCE: 31485PR01

ISSUE:k1)

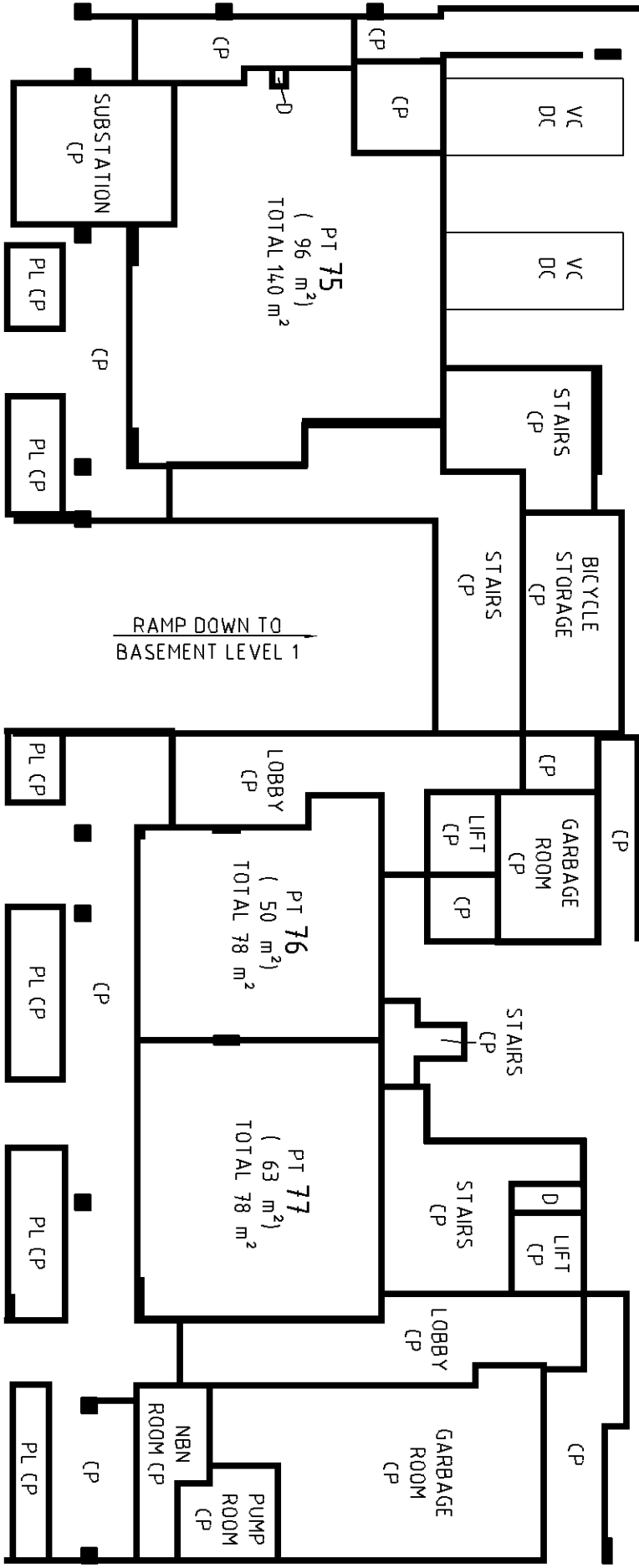
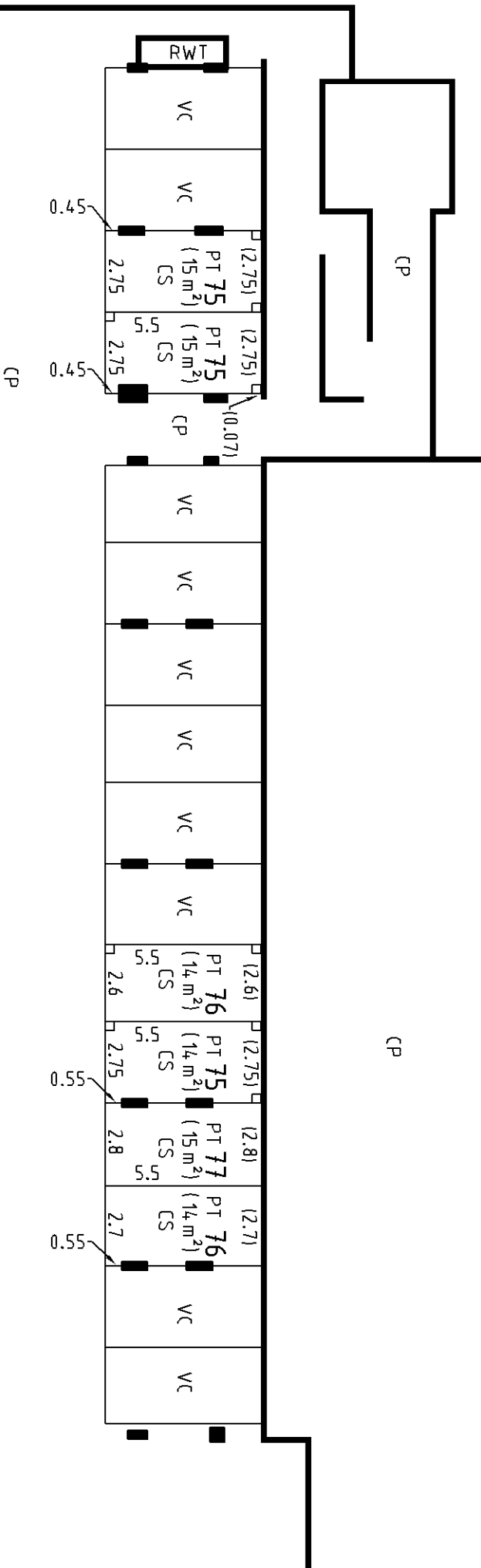
(SURVEYOR'S REFERENCE: 3148SPR01
ISSUE:k1)

LEGEND

CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
D DENOTES DRIVING (CD)



SP88668



GROUND LEVEL FLOOR PLAN

CAR SPACES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THE LIMIT.

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

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

(SURVEYOR'S REFERENCE: 3148SPR01

ISSUE: 1)

Surveyor : ANTHONY GUY MITCHELL

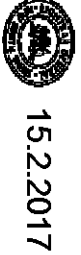
Registered

SP88668

Surveyor's Ref : 3148SPR01

15.2.2017

Subdivision No : 322016
Lengths are in metres. Reduction Ratio 1 : 200



SYMBOLS

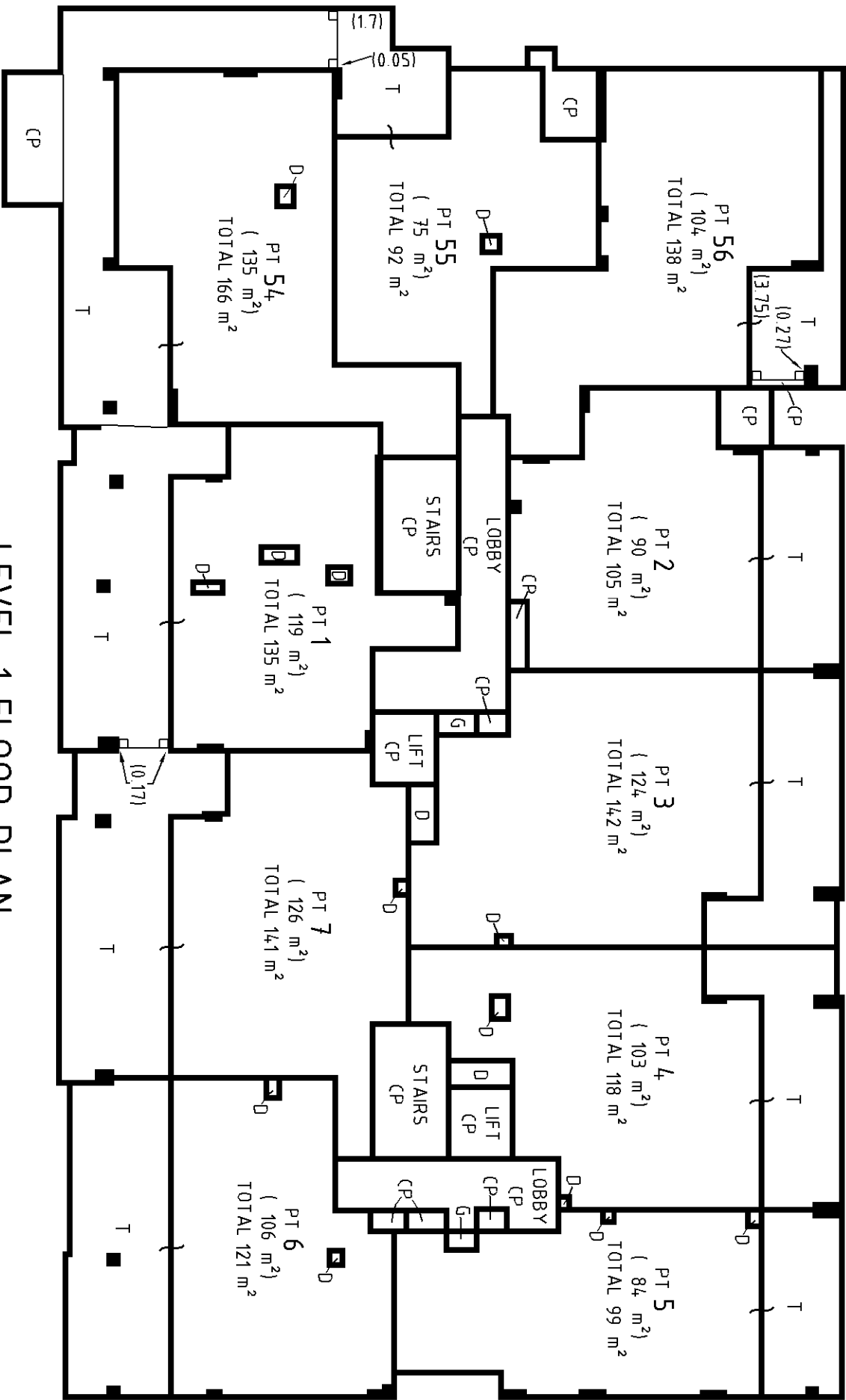
90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

(0.15) 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° DENOTES 90° ANGLE

LEGEND

- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- D DENOTES DUCTING (CP)
- DC DENOTES DISABLED CAR SPACE
- RWT DENOTES RAIN WATER TANK (CP)
- PL DENOTES PLANTER
- VC DENOTES VISITOR CAR SPACE (CP)



LEVEL 1 FLOOR PLAN

THE STRATUM OF A TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED/PAVED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SHADE LOUVERS AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

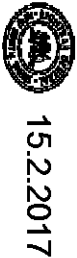
LEGEND

- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (COMMON PROPERTY)
- G DENOTES GARBAGE CHUTE
- T DENOTES TERRACE

90° DENOTES 90° ANGLE

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200

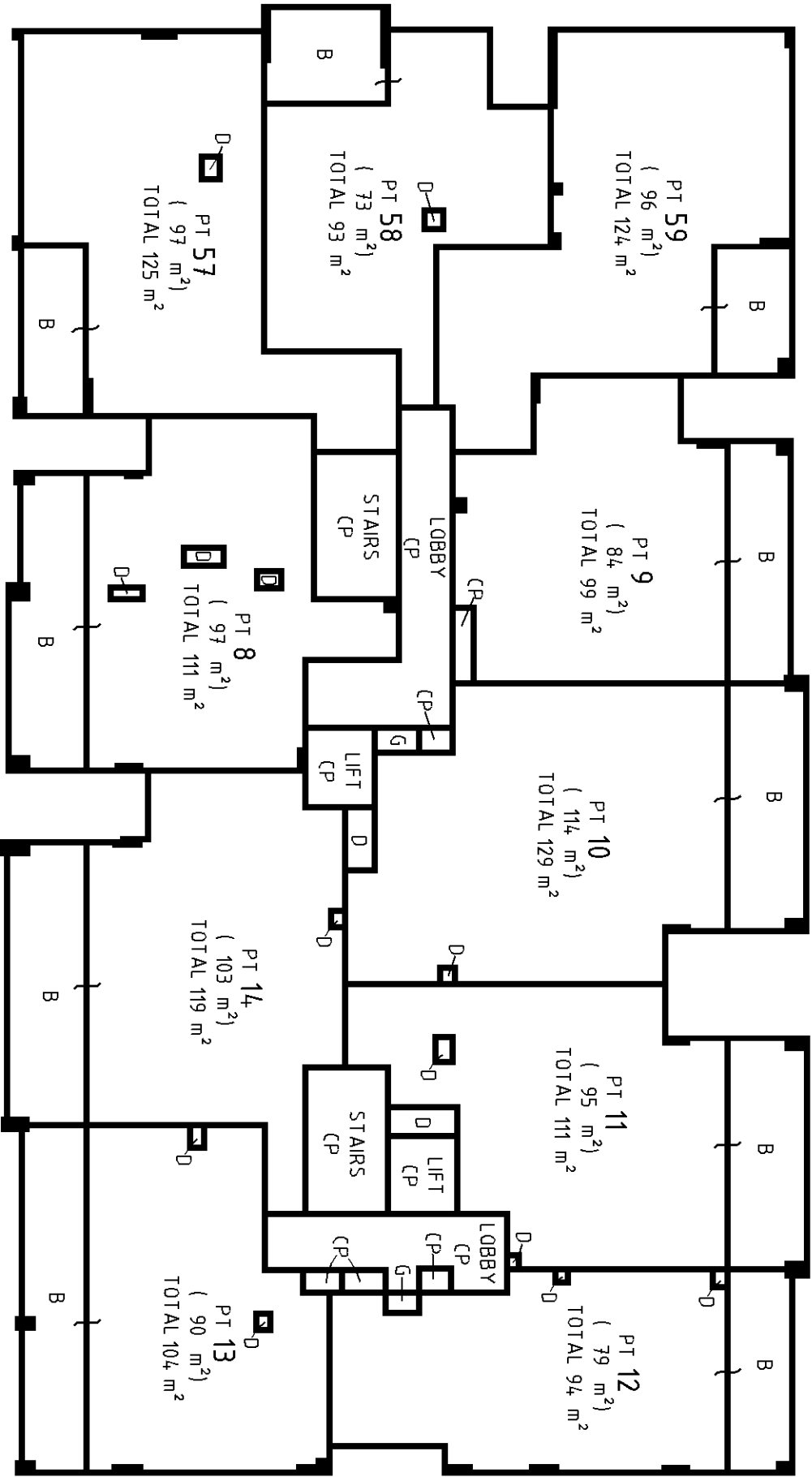


SP88668

(SURVEYOR'S REFERENCE: 3148SPR01

ISSUE: k1)

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



LEVEL 2 FLOOR PLAN

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SHADE LOUVERS AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

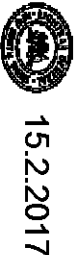
LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (COMMON PROPERTY)
- G DENOTES GARBAGE CHUTE

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

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

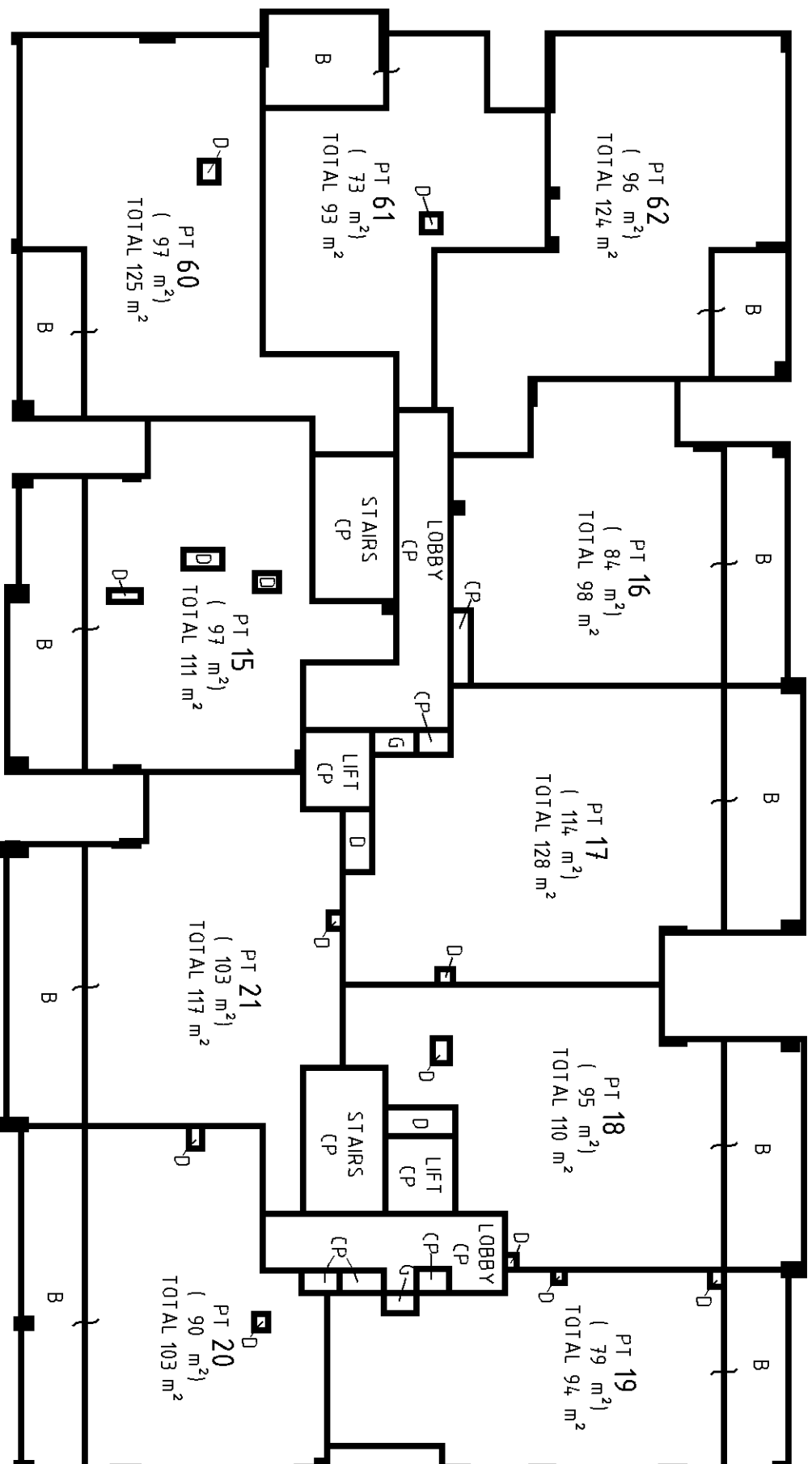
Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200



SP88668

(SURVEYOR'S REFERENCE:3148SPR01

ISSUE:k1)



LEVEL 3 FLOOR PLAN

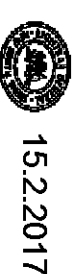
LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (COMMON PROPERTY)
- G DENOTES GARBAGE CHUTE

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SHADE LOUVERS AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200



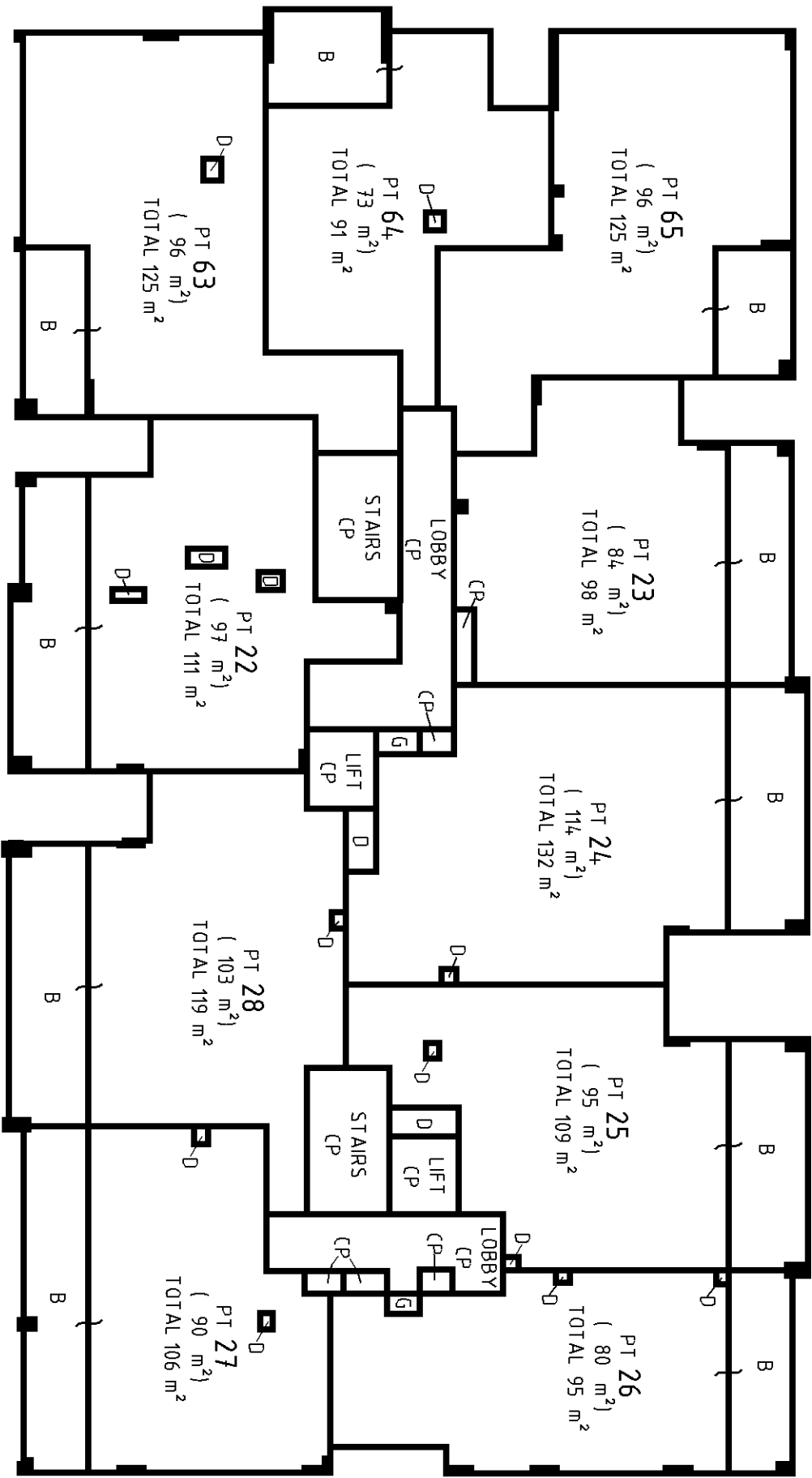
SP88668

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

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

(SURVEYOR'S REFERENCE: 3148SPR01

ISSUE: 1.1)



LEVEL 4 FLOOR PLAN

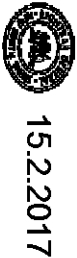
THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SHADE LOUVRES AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

- LEGEND**
- B DENOTES BALCONY
 - CP DENOTES COMMON PROPERTY
 - D DENOTES DUCTING (COMMON PROPERTY)
 - G DENOTES GARBAGE CHUTE

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200

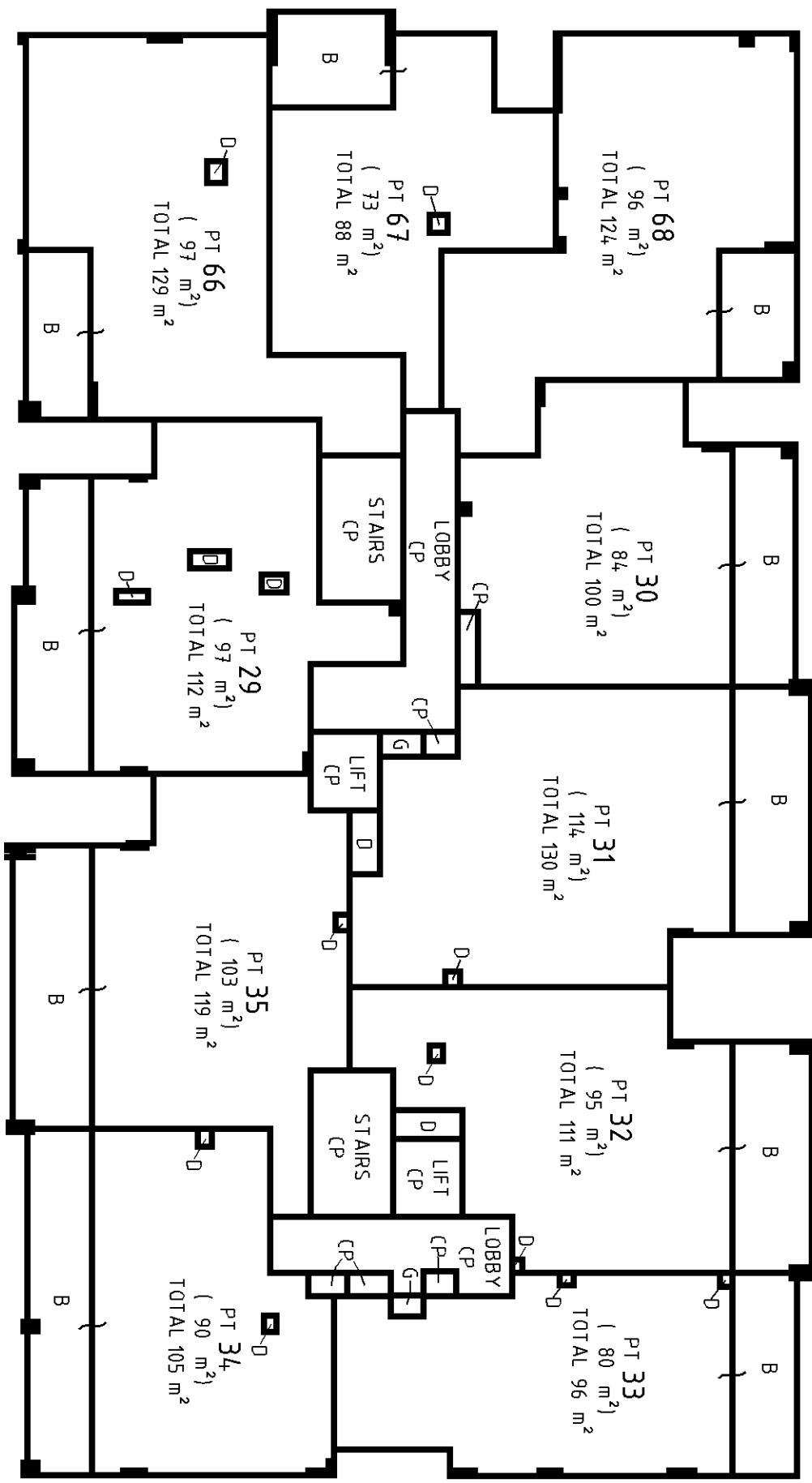


SP88668

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

(SURVEYOR'S REFERENCE:3148SPR01

ISSUE:1:1)



LEVEL 5 FLOOR PLAN

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

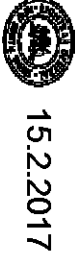
SHADE LOUVRES AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (COMMON PROPERTY)
- G DENOTES GARBAGE CHUTE

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200

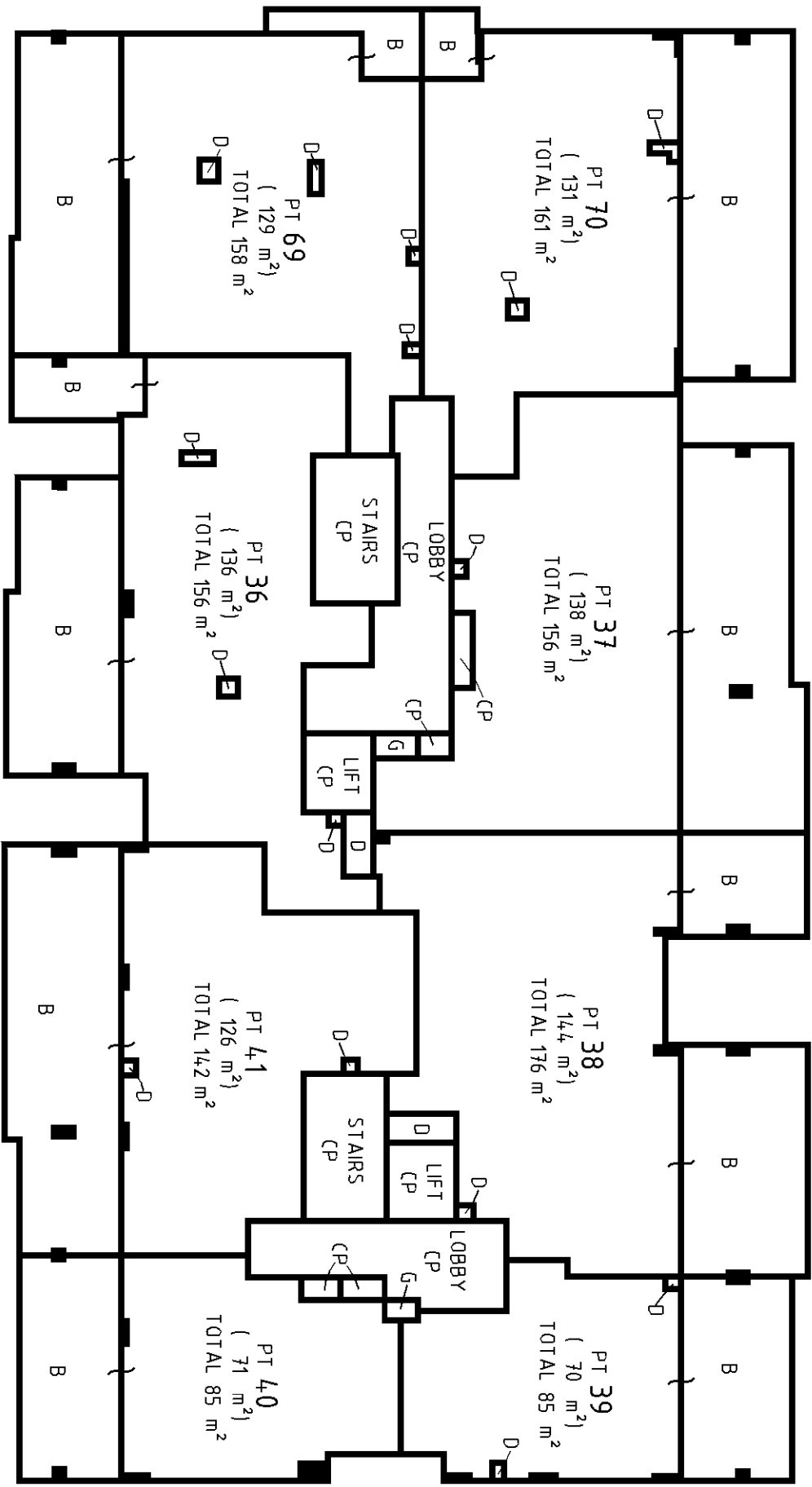


SP88668

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

(SURVEYOR'S REFERENCE:3148SPR01

ISSUE:1:1)



LEVEL 6 FLOOR PLAN

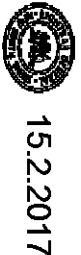
THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SHADE LOUVERS AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

- LEGEND**
- B DENOTES BALCONY
 - CP DENOTES COMMON PROPERTY
 - D DENOTES DUCTING (COMMON PROPERTY)
 - G DENOTES GARBAGE CHUTE

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200

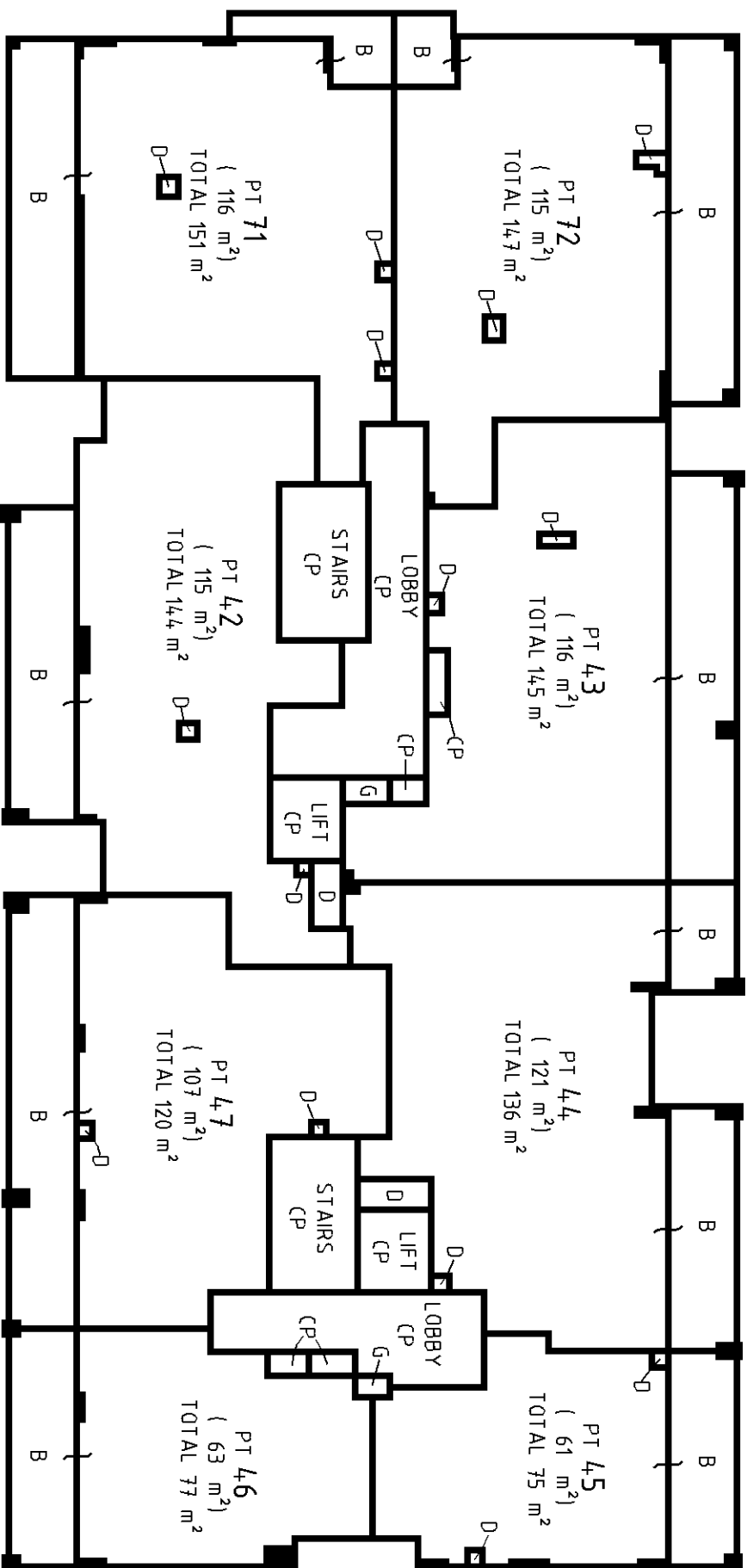


SP88668

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

(SURVEYOR'S REFERENCE:3148SPR01

ISSUE:1.1)



LEVEL 7 FLOOR PLAN

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SHADE LOUVERS AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (COMMON PROPERTY)
- G DENOTES GARBAGE CHUTE

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200



Registered
15.2.2017

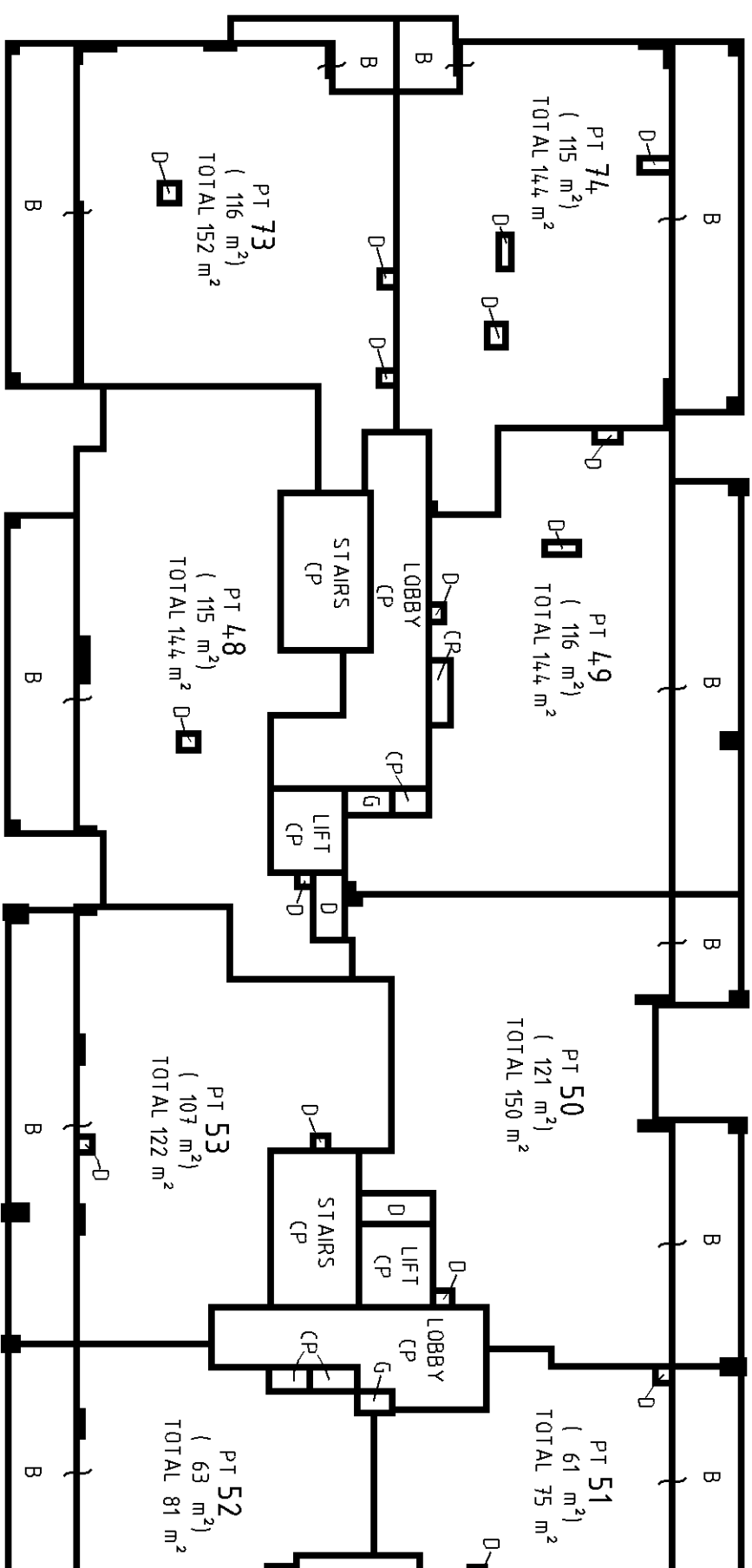
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|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

(SURVEYOR'S REFERENCE: 3148SPR01

ISSUE: 1.1)



LEVEL 8 FLOOR PLAN

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCTING (COMMON PROPERTY)
- G DENOTES GARBAGE CHUTE

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SHADE LOUVERS AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

SKYLIGHT AND THEIR ASSOCIATED STRUCTURES ARE COMMON PROPERTY.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

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

Surveyor : **ANTHONY GUY MITCHELL**
Surveyor's Ref : **3148SPR01**
Subdivision No : **32/2016**
Lengths are in metres. Reduction Ratio 1 : 200


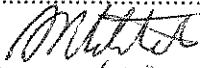
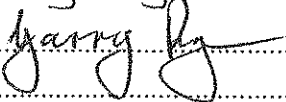



Registered
15.2.2017

SP88668

(SURVEYOR'S REFERENCE: 3148SPR01

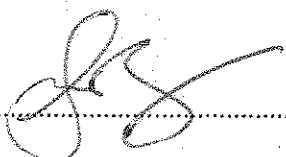
ISSUE: 1.1)

| | | |
|--|----------------------------------|---|
| SP FORM 3.01 | STRATA PLAN ADMINISTRATION SHEET | Sheet 1 of 5 sheet(s) |
| Office Use Only | | Office Use Only |
| Registered:  15.2.2017 | | SP88668 |
| PLAN OF SUBDIVISION OF: SUBDIVISION OF LOT 100 IN DP1225737 | | LGA: CUMBERLAND Locality: AUBURN Parish: LIBERTY PLAINS County: CUMBERLAND |
| Sheet is a *FREEHOLD/*LEASEHOLD Strata Scheme | | |
| Address for Service of Documents The Owners Strata Plan No No.27-29 MARY STREET AUBURN, N.S.W. 2144 Provide an Australian postal address including a postcode | | The by-laws adopted for the scheme are: *Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) *The strata by-laws lodged with the plan. |
| Surveyor's Certificate I, ANTHONY GUY MITCHELL of STRATASURV PTY LIMITED being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by Signature:  Date: 17/12/16 Surveyor ID: 127 Surveyor's Reference: 3148SPR01 <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small> | | Strata Certificate (Accredited Certifier) I, GARRY RYAN, being an Accredited Certifier, accreditation number BPC0565, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision, specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: 32/2016 Relevant Planning Approval No.: CDC12/2016 issued by: Garry Ryan Signature:  Date: 17/11/17 <small>^ Insert lot numbers of proposed utility lots.</small> |
| * Strike through if inapplicable. SURVEYOR'S REFERENCE: 3148SPR01 | | |

| | | |
|---|----------------------------------|-----------------------|
| SP FORM 3.07 | STRATA PLAN ADMINISTRATION SHEET | Sheet 2 of 5 sheet(s) |
| Office Use Only | | Office Use Only |
| Registered:  15.2.2017 | | SP88668 |


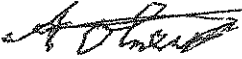
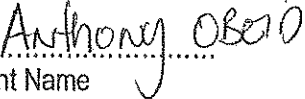
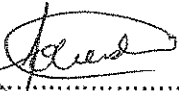
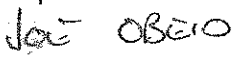
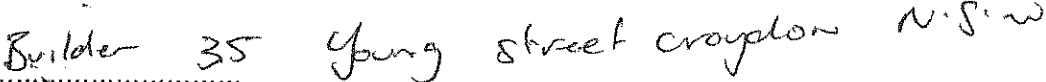
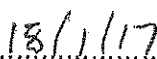
VALUER'S CERTIFICATE




I, Simon Aza being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date: 16-1-17

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

| LOT No. | ENTITLEMENT | LOT No. | ENTITLEMENT |
|---------|-------------|--------------|--------------|
| 1 | 116 | 39 | 100 |
| 2 | 116 | 40 | 100 |
| 3 | 122 | 41 | 125 |
| 4 | 128 | 42 | 152 |
| 5 | 116 | 43 | 151 |
| 6 | 116 | 44 | 151 |
| 7 | 125 | 45 | 100 |
| 8 | 118 | 46 | 100 |
| 9 | 118 | 47 | 128 |
| 10 | 124 | 48 | 156 |
| 11 | 122 | 49 | 155 |
| 12 | 118 | 50 | 155 |
| 13 | 118 | 51 | 111 |
| 14 | 127 | 52 | 111 |
| 15 | 118 | 53 | 130 |
| 16 | 120 | 54 | 142 |
| 17 | 127 | 55 | 118 |
| 18 | 124 | 56 | 144 |
| 19 | 120 | 57 | 144 |
| 20 | 120 | 58 | 120 |
| 21 | 127 | 59 | 147 |
| 22 | 120 | 60 | 147 |
| 23 | 124 | 61 | 122 |
| 24 | 124 | 62 | 149 |
| 25 | 124 | 63 | 149 |
| 26 | 124 | 64 | 124 |
| 27 | 124 | 65 | 149 |
| 28 | 122 | 66 | 151 |
| 29 | 124 | 67 | 124 |
| 30 | 125 | 68 | 164 |
| 31 | 125 | 69 | 151 |
| 32 | 125 | 70 | 149 |
| 33 | 125 | 71 | 152 |
| 34 | 125 | 72 | 150 |
| 35 | 125 | 73 | 153 |
| 36 | 151 | 74 | 153 |
| 37 | 150 | 75 | 155 |
| 38 | 151 | 76 | 85 |
| | | 77 | 105 |
| | | TOTAL | 10000 |

| | | |
|--|----------------------------------|-----------------------|
| SP FORM 3.08 | STRATA PLAN ADMINISTRATION SHEET | Sheet 3 of 5 sheet(s) |
| Office Use Only | | Office Use Only |
| <div style="display: flex; align-items: center;"><div style="margin-right: 10px;">Registered:</div><div style="text-align: center;"></div><div style="margin-left: 10px;">15.2.2017</div></div> | | SP88668 |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 <p>Signatures and seals- see section 22 Strata Schemes Development Act 2015</p> | | |
| <p style="text-align: center;">PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:</p> <p>1. RESTRICTION ON THE USE OF LAND</p> <p>SIGNED by ANTHONY OBEID:</p> <div style="margin-top: 20px;"> Registered Proprietor</div> <div style="margin-top: 20px;"> Print Name</div> <div style="margin-top: 20px;"> Witness</div> <div style="margin-top: 20px;"> Print Name</div> <div style="margin-top: 20px;"> Occupation and address of witness</div> <div style="margin-top: 20px;"> Date</div> | | |
| SURVEYOR'S REFERENCE: 3148SPR01 | | |

| | | |
|--|----------------------------------|-----------------------|
| SP FORM 3.08 | STRATA PLAN ADMINISTRATION SHEET | Sheet 4 of 5 sheet(s) |
| Office Use Only | | Office Use Only |
| Registered:  15.2.2017 | SP88668 | |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 <p>Signatures and seals- see section 22 Strata Schemes Development Act 2015</p> | | |
| <p>SIGNED by STATION 1 PTY LIMITED (ACN: 167 298 446) in accordance with section 127 of the Corporations Act 2001 and in the presence of:</p> <p> Sole Director/Secretary</p> <p> Print Name</p> | | |
| SURVEYOR'S REFERENCE: 3148SPR01 | | |

SURVEYOR'S REFERENCE: 3148SPR01

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 1 of 6 sheets)

Plan: **SP88668**

Plan of Subdivision of Lot 100 in DP1225737
covered by Strata Certificate No


Full Name and Address of the Registered
Proprietor of the Land:

Station 1 Pty Ltd
(ACN 167 298 446)
35 Young Street, Croydon NSW 2132

Anthony Obeid
35 Young Street, Croydon NSW 2132


PART 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|--|-------------------------------------|---|
| 1. | Restriction on the Use of Land | Common Property | Cumberland Council |


Authorised officer as Delegate of
Cumberland Council pursuant to S.378
of the Local Government Act 1993 and
I certify I have no notice of revocation
of such Delegation

KARL OKORN

MANAGER DEVELOPMENT
ASSESSMENT

Signature of Witness: 

Name: RAJAN RAJARAJAN
Cumberland Council
16 Memorial Avenue
MERRYLANDS NSW 2160

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 2 of 6 sheets)

Plan: **SP88668**

Plan of Subdivision of Lot 100 in DP1225737
covered by Strata Certificate No

PART 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 2 in the Plan


- 1.1. The on-site car parking spaces may only be used by a resident and/or occupier of the premises contained within the burdened lots. Any occupant, tenant, lessee, or registered proprietor of the development site or part thereof shall not enter into an agreement to lease, license or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee in the building.
- 1.2. This restriction may only be released, varied or modified by Cumberland Council.



Authorised officer as Delegate of
Cumberland Council pursuant to S.378
of the Local Government Act 1993 and
I certify I have no notice of revocation
of such Delegation

KARL OKORN

MANAGER DEVELOPMENT ASSESSMENT

Signature of Witness: 

Name: RAJAN RAJARAJAN

Cumberland Council
16 Memorial Avenue
MERRYLANDS NSW 2160

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 3 of 6 sheets)

Plan: **SP88668**

Plan of Subdivision of Lot 100 in DP1225737
covered by Strata Certificate No

Execution

STATION 1 PTY LTD
(ACN 167 298 446) in
accordance with section 127 of the
Corporations Act 2001 and in the presence of:



.....
Sole Director/Secretary

ANTONIO WADH ORSIO
.....
Print Name



Authorised officer as Delegate of
Cumberland Council pursuant to S.378
of the Local Government Act 1993 and
I certify I have no notice of revocation
of such Delegation

KARL OKORN
MANAGER DEVELOPMENT
ASSESSMENT

Signature of Witness: 

Name: RAJAN RAJARANJAN
Cumberland Council
16 Memorial Avenue
MERRYLANDS NSW 2160

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 4 of 6 sheets)

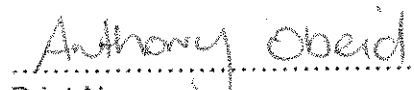
Plan: **SP88668**

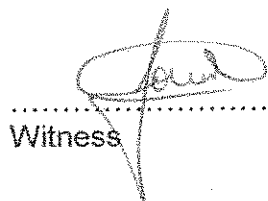
Plan of Subdivision of Lot 100 in DP1225737
covered by Strata Certificate No

Execution


ANTHONY OBEID


.....
Registered Proprietor


.....
Print Name


.....
Witness


.....
Print Name


.....
Occupation and Address of Witness

.....
Print Name



ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 5 of 6 sheets)

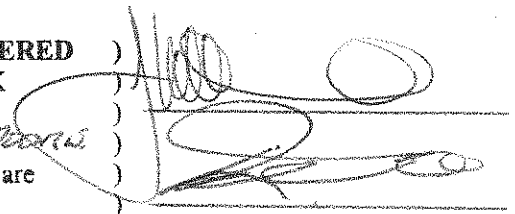
Plan: **SP88668**

Plan of Subdivision of Lot 100 in DP1225737
covered by Strata Certificate No

EXECUTION BY ARAB BANK AUSTRALIA LIMITED

ARAB BANK AUSTRALIA LTD
BY ITS ATTORNEY who hereby
states he has no notice of
revocation of the Power of
Attorney registered in the office of
the Registrar General No. 476
Book 4654 under the authority of
which he has executed this
instrument.

SIGNED SEALED AND DELIVERED)
for and on behalf of ARAB BANK)
AUSTRALIA LIMITED by)
JASON WILLIAMS & REN MOON)
its duly constituted Attorneys who are)
personally known to me:)



LORRAINE SHALALA



Level 7, 20 Bridge Street
Sydney NSW 2000

ePlan

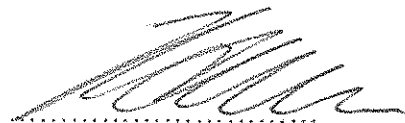
INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 6 of 6 sheets)

Plan: **SP88668**

Plan of Subdivision of Lot 100 in DP1225737
covered by Strata Certificate No

EXECUTION BY CUMBERLAND COUNCIL



Signature of Authorised Officer

KARL OKORN
Print Name

MANAGER DEVELOPMENT ASSESSMENT

Position of Authorised Officer as Delegate
Pursuant to s378 of the Local Government Act 1993

Cumberland Council
.....
Council

Authorised officer as Delegate of
Cumberland Council pursuant to S.378
of the Local Government Act 1993 and
I certify I have no notice of revocation
of such Delegation


Signature of Witness

RASHAN RAZARATJAN
Print Name


16 Memorial AVE Merrylands 2160
Address

REGISTERED



15.2.2017

ePlan

| | | |
|---|---------------------|-----------------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 1 of 30 sheet(s) |
| Registered:  15.2.2017 | Office Use Only | Office Use Only SP88668 |

27 - 29 Mary Street, Auburn


**Instrument setting out the terms of the by-laws to be created upon
registration of the strata plan**

By-Laws

Date: 17/11/17


M&A LAWYERS

Level 11
65 York Street
SYDNEY NSW 2000
Tel: (02) 9188 9639
Fax: (02) 8458 6139
Email: dm@ma-lawyers.com.au
REF: DM:05056


| | | |
|---|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 2 of 30 sheet(s) |
| Registered:  15.2.2017 | Office Use Only | Office Use Only |
| SP88668 | | |

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|---|--|---------------------|------------------------|
| Approved Form 7 | | Strata Plan By-laws | Sheet 3 of 30 sheet(s) |
| Registered:  15.2.2017 | | Office Use Only | Office Use Only |
| | | SP88668 | |

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1 Definitions and Interpretation

1.1 Definitions

In these By-Laws, unless the contrary intention appears:

Act means the *Strata Schemes Management Act 2015* (NSW);

Authority means any authority or authorities including any government, semi-government or local government, statutory, public or other authority or body;

Building means the building or buildings and the land which is the subject of the Strata Plan;

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

- (a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing two rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot,


but excludes minor fit out works inside a Lot and works or alterations to the interior of Common Property walls in the Lot (e.g. hanging pictures or attaching items to those walls);

By-Laws means the By-Laws set out in this document and any other By-Laws adopted by the Owners Corporation from time to time;

Common Property means the common property comprised in the Strata Plan;

Council means Auburn City Council or Cumberland Council, whichever is applicable;

Furniture and Fittings means any personal property belonging to the Owners Corporation that is to be used in connection with the Building;

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

Government Authority means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity;

Land means 27 – 29 Mary Street, Auburn 2144 contained in the certificates of title Folio Identifiers 1/774599 and 3/164229;

Lot means a Lot in the Strata Plan;

Manager or Managing Agent means the manager of the Strata Scheme appointed by the Owners Corporation from time to time;

Occupier means any lessee, sub lessee, licensee, sub licensee, occupier or mortgagee in possession of a Lot in the Strata Plan;


Owner means the owner for the time being of any Lot in the Strata Plan;

Owners Corporation means the owners corporation constituted upon registration of the Strata Plan;

Rules means rules made by the Owners Corporation according to By-law 26;

Security Keys means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems; and

Strata Plan means the strata plan with which this By-Law was registered.

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1.2 Interpretation

In these By-Laws, unless the context otherwise requires:


- (a) headings are for convenience only and do not affect the interpretation of the By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to anything includes a part of that thing and any first letter of a word mentioned in clause 1.1 that may not be capitalised in the body of this document has the same meaning as the word in clause 1.1; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Occupation for residential Owner or Occupier

- 2.1 By-Laws 2 to 32 apply to the occupation for residential Owner or Occupier, unless otherwise stated, with respect to a Lot without limiting clause 1.
- 2.2 No Owner or Occupier of a Lot may use a Lot or permit a Lot to be used for any use other than as a principal place of abode or residence.

3 Noise

An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

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4 Vehicles

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property, or permit a motor vehicle to be parked or stood on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.

5 Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.


6 Damage to lawns and plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

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

7 Damage to Common Property

- 7.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- 7.2 An approval given by the Owners Corporation under By-Law 7.1 cannot authorise any additions to the Common Property.
- 7.3 This By-Law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children.
- 7.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

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7.5 Despite s 106 of the Act, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 7.3 that forms part of the Common Property and that services the Lot.

8 Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

9 Children playing on Common Property in Building

9.1 Any child for whom an Owner or Occupier of a Lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose but may only use an area designated for swimming while under adult supervision.

9.2 An Owner or Occupier of a Lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a laundry, car parking area or other area of possible danger or hazard to children.

10 Behaviour of invitees


10.1 Any invitee of an Owner or Occupier of a Lot, when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

10.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier:

- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property, and
- (b) without limiting paragraph (a), that invitees comply with By-Law 10.1.

11 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

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12 Hanging out of Washing

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

13 Cleaning windows and doors

- 13.1 Except in the circumstances referred to in By-Law 13.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
- 13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Storage of inflammable liquids and other substances and materials


- 14.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 14.2 This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15 Moving furniture and other objects on or through Common Property

- 15.1 An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the Building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

16 Floor coverings

- 16.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

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16.2 This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.


17 Garbage disposal

17.1 An Owner or Occupier of a Lot:


- (a) must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable materials) adequately covered, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a),
- (e) must not place anything in the receptacle of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier, and
- (f) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

17.2 An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that the full refuse, recyclable material or waste are placed in the receptacles and in the case of refuse (securely wrapped, or in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

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- (b) must promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 17.3 The Owners Corporation may provide shared receptacles for refuse, waste, garbage and/or recyclable material (Waste) which will be located on the Common Property. The Owners Corporation may enter into service contracts with commercial garbage collectors for the removal of Waste.
- 17.4 Subject to By-Law 17.5, an Owner or Occupier of a Lot:
 - (a) is responsible for transporting Waste from their Lot to the shared waste receptacles situated on the Common Property;
 - (b) must ensure that Waste is not placed in the receptacles so as to cause any damage or mess or be a hazard, danger or obstruction to any person;
 - (c) must ensure that any recycling is separated and prepared in accordance with the applicable recycling guidelines; and
 - (d) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which the thing was spilled.
- 17.5 An Owner or Occupier of a Lot must:
 - (a) comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
 - (b) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.
- 17.6 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements.
- 17.7 An Owner or Occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

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17.8 Nothing in this By-Law 17 will operate to require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

18 Keeping of animals

- 18.1 An Owner or Occupier of a Lot may keep an animal on the Lot or the Common Property with the written approval of the Owners Corporation.
- 18.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property and must give an Owner or Occupier written reasons for any refusal to grant approval.
- 18.3 If an Owner or Occupier of a Lot keeps an animal on the Lot, the Owner or Occupier must:
- (a) keep the animal within the Lot, and
 - (b) supervise the animal when it is on the Common Property, and
 - (c) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.
- 18.4 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (NSW) of the Commonwealth.


19 Appearance of Lot

General

- 19.1 Subject to the By-Laws, the Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- 19.2 This By-Law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 12.

Balcony

- 19.3 Keeping outdoor furniture, landscaping and other items on the Balcony of the Lot is regulated by the Architectural Code.

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Window Treatments

- 19.4 Under the Architectural Code the Owner or Occupier of the Lot must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows or doors in the Lot.

Window Coverings

- 19.5 Under the Architectural Code:
- (a) The Owner or Occupier of the Lot may install curtains, blinds, louvers, shutters or other window and door treatments on or in the Lot provided they have an appearance from outside the Lot which is white or off-white; and
 - (b) The Owner or Occupier of the Lot must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in By-Law 19.5(a).

Sun Shades

- 19.6 Under the Architectural Code, the Owner or Occupier of the Lot must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in the Lot or on Common Property.

Security Devices, Screens and Doors

- 19.7 The installation of security devices, security screens and security doors is regulated under the Architectural Code. The Owner or Occupier of the Lot must obtain all necessary consents under the Architectural Code before the security device, screen or door is installed

Barbecues


- 19.8 The Owner or Occupier of the Lot's rights and obligations when a barbecue is operated from the Lot are in the Architectural Code.

20 Notice-board

An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

21 Change in use or occupation of Lot to be notified

- 21.1 An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot.

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21.2 Without limiting By-Law 21.1, the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
- (b) a change to the use of a Lot for short-term or holiday letting.

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

22 Rights to enter the Lot

Rights of the Owners Corporation to enter the Lot

22.1 In addition to its rights under By-Law the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

Rights of the Owners Corporation to enter the Lot

22.2 The Owners Corporation is authorised to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in the Lot (or which are accessible through the Lot).

23 Carrying out Building Works


When do you need consent?

23.1 Subject to this By-Law 23, the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.

Procedures before you carry out Building Works

23.2 Before carrying out Building Works, the Owner or Occupier of the Lot must:

- (a) obtain necessary consents from the Owners Corporation and any relevant Authority; and
- (b) find out where service lines and pipes are located; and
- (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt services; and

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- (d) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 14 days before the Building Works are started.

Procedures when you carry out Building Works


23.3 If an Owner or Occupier of a Lot carries out Building Works, the Owner or Occupier of the Lot must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage the Owner or Occupier of the Lot (or persons carrying out the Building Works on their behalf) caused to Common Property or the property of another Owner or Occupier.

Making arrangements with the Owners Corporation

23.4 Before the Owner or Occupier of the Lot carries out Building Works (including Building Works for which the consent of the Owners Corporation is not required), the Owner or Occupier must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier of a Lot must access the Strata Scheme; 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 Strata Scheme.

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24 Common Property

Easements

24.1 Where some items of Common Property are burdened by easements, the Owner or Occupier of the Lot and the Owners Corporation:

- (a) must comply with their obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

What are your obligations?

24.2 Subject to the By-Laws, the Owner or Occupier of the Lot must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if the Owner or Occupier of a Lot knows about damage or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner or Occupier of a Lot, their visitors or persons doing work or carrying out Building Works on the Strata Scheme on their behalf.

When will you need consent from the Owners Corporation?


24.3 Subject to the By-Laws the Owner or Occupier of a Lot must have consent from the Owners Corporation to:

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

25 Security at the Strata Scheme

Restrictions on the rights of the Owners Corporation

25.1 The Owners Corporation must not do anything that would restrict access to any Common Property which Owners and Occupiers in the Building are entitled to use.

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Obligations of the Owners Corporation

- 25.2 The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and prevent fire and other hazards.

Installation of Security Equipment

- 25.3 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 Strata Scheme.

Restricting access to Common Property

- 25.4 Subject to this By-Law 25, 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 a Lot;
 - (b) restrict by Security Key access to levels in the Strata Scheme where an Owner or Occupier of a Lot does not own or occupy a Lot or have access to according to an exclusive use By-Law;
 - (c) charge you a fee or bond if an Owner or Occupier of a Lot requests additional or replacement Security Keys; and
 - (d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

Providing Owners and Occupiers with Security Keys


- 25.5 If the Owners Corporation exercises its rights under By-Law 25.4, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

Managing the Security Key system for Common Property

- 25.6 The Owners Corporation has the power to:
- (a) re-code Security Keys it issues for Common Property; and
 - (b) require an Owner or Occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

What are your obligations?

- 25.7 In regard to Security Keys issued by the Owners Corporation according to this By-Law 25, the Owner or Occupier of a Lot must:

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

Closing Doors

25.8 The Owner or Occupier of a Lot must take reasonable care to make sure that fire and security doors in the Building are locked or closed when they are not being used.

Procedures if you lease your Lot

25.9 If an Owner or Occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the Occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

Some Prohibitions


25.10 An Owner or Occupier of a Lot must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of the Strata Scheme.

26 Rules

Powers of the Owners Corporation

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

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Changing Rules

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

What are your obligations?

26.3 All Owners or Occupiers of a Lot must comply with the Rules.

What if a rule is inconsistent with the By-Laws?

26.4 If a rule is inconsistent with the By-Laws or the requirements of a Government Authority, the By-Laws or requirements of the Government Authority prevail to the extent of the inconsistency.

27 Failure to comply with By-Laws

What can the Owners Corporation do?

27.1 The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the By-Laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

Procedures

27.2 The Owners Corporation must give an Owner or Occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

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


Recovering money

27.3 The Owners Corporation may recover any money an Owner or Occupier of a Lot owes it under the By-Law as a debt.

28 Subdivision development application requirements

28.1 The following requirements will apply to any future development application for subdivision at the site, whether relating to the residential and/or commercial/retail Lots:-


- (a) The Strata subdivision or other subdivision of the development being the subject of a further Development Application to Council; and

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- (b) The Development Application for subdivision must be accompanied by the following documentation that indicates:
- i) The requirement for the employment of a person to manage the collection of waste material by Council, including, but not limited to bin placement at the road edge and retrieval of bins soon after collection of contents, cleansing of bins, storage of bins in the compound and the like.
 - ii) Responsibilities with regard to the ongoing maintenance of the Building and landscaped areas at the property in accordance with the plans and details approved under this Development Consent.
 - iii) Responsibilities with regard to the operation maintenance of artificial features at the property (e.g. water features, intercom systems, vehicle access doors etc.) in accordance with the plans and details approved under this Development Consent.
 - iv) Responsibilities for ensuring Owners and/or Occupiers have adequate and hygienic waste sterile, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times.
 - v) Responsibilities to ensure that receptacles for the removal of waste, recycling on the designated day of collection.
 - vi) The Owners Corporation obligations under clauses 177, 182, 183, 184, 185 and 186 of the *Environmental Planning and Assessment Regulation 2000* (NSW).
 - vii) The Owners Corporation/Executive Committee obligations to ensure all wastewater and stormwater treatment devices (including drainage systems, sumps and traps) are regularly maintained in order to remain effective. All solid and liquid wastes collected from the devices shall be disposed of in a manner that does not pollute waters and in accordance with the *Protection of the Environment Operations Act 1997* (NSW).

29 Smoke Penetration

- 29.1 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

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29.2 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

30 Preservation of fire safety

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

31 Compliance with Planning and Other Requirements

31.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

31.2 The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

32 Changes to Common Property

32.1 An Owner or person authorised by an Owner may install, without the consent of the Owners Corporation:


- (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
- (b) any screen or other device to prevent entry of animals or insects on the Lot, or
- (c) any structure or device to prevent harm to children.

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

32.3 By-Law 32.1 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.

32.4 The Owner of a Lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 34.1 that forms part of the Common Property and that services the Lot, and

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- (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in By-Law 34.1 that forms part of the Common Property and that services the Lot.

33 Occupation for commercial/retail Owner or Occupier

- 33.1 By-Laws 33 to 49 apply to the occupation for commercial/retail Owner or Occupier, unless otherwise stated, with respect to a Lot without limiting clause 1.
- 33.2 No Owner or Occupier of a Lot may use a Lot or permit a Lot to be used for any use other than as for commercial and/or retail purposes.

34 Vehicles


- 34.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- 34.2 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

35 Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis (for example a temporary display).

36 Damage to Common Property

- 36.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the written approval of the Owners Corporation.
- 36.2 An approval given by the Owners Corporation under By-Law 36.1 cannot authorise any additions to the Common Property.
- 36.3 This By-Law does not prevent an Owner or person authorised by an Owner from installing:
- (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or

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- (b) any screen or other device to prevent entry of animals or insects on the Lot, or
- (c) any sign to advertise the activities of the Occupier of the Lot if the Owners Corporation has specified locations for such signs and that sign is installed in the specified locations, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

36.4 Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the Building.

36.5 Despite section 106 of the Act, the Owner of a Lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation referred to in By-Law 36.3 that forms part of the Common Property and that services the Lot, and
- (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or sign referred to in By-Law 36.3 that forms part of the Common Property and that services the Lot.

37 Behaviour of invitees


An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier (including all customers and staff) do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

38 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.


39 Cleaning windows and doors

The Owners Corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lots, whether a part of a Lot or Common Property.

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40 Garbage disposal

- 40.1 An Owner or Occupier of a Lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph 40.1(a), and
 - (e) must not place anything in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier, and
 - (f) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 40.2 An Owner or Occupier of a Lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

40.3 An Owner or Occupier of a Lot must:

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

40.4 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements.

40.5 This By-Law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

41 Appearance of Lot


The Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

42 Change in use of Lot to be notified

An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

43 Preservation of fire safety

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

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44 Prevention of hazards

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

45 Provision of amenities or services

45.1 The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) cleaning,
- (e) garbage disposal and recycling services,
- (f) electricity, water or gas supply,
- (g) telecommunication services (for example, cable television).


45.2 If the Owners Corporation makes a resolution referred to in By-Law 45.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

46 Controls on hours of operation and use of facilities

46.1 The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Strata Plan:

- (a) that commercial or business activities may be conducted on a Lot or Common Property only during certain times,
- (b) that facilities situated on the Common Property may be used only during certain times or on certain conditions.

46.2 An Owner or Occupier of a Lot must comply with a determination referred to in By-Law 46.1.

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47 Compliance with planning and other requirements


The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

48 Service of documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.


49 Commercial/retail Fit-Out

- 49.1 The Lot does not need consent from the Owners Corporation to fit-out the Lot (including the installation of Air Conditioning) provided the Lot gives at least seven (7) days prior written notice to the Owners Corporation of its intention to commence works and provided works will not affect the structure of the Lot or Common Property and such fit-out must:
- be and remain in keeping with the appearance and amenity of the Building;
 - in case of pipes, not be unsightly and be hidden from view;
 - when complete not cause any nuisance or other disturbance to an Owner or Occupier of another Lot in the strata scheme or any neighbouring property;
 - have certifications from duly qualified engineers or other experts required by the Owners Corporation (at the Owner's sole cost), a copy of such certification to be provided to the Owners Corporation within seven (7) days of the installation of the works (if required by the Owners Corporation);
 - without derogating from the generality of the foregoing or anything else set out in this By-Law, in case of wet areas (if any), be certified by a duly qualified installer as achieving the waterproofing standards set out in the Building Code of Australia and the Australian Standards and the Owners shall provide the Owners Corporation with a copy of such certificate within seven (7) days of being requested to do so by the Owners Corporation; and

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- (f) have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

ePlan

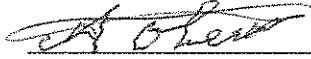
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Execution

Dated the 17th day of JANUARY 2017

Registered Proprietors:

SIGNED by ANTHONY OBEID:




Registered Proprietor (Signature)

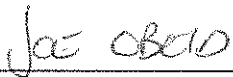
ANTHONY OBEID

Name of Registered Proprietor

in the presence of:



Witness (Signature)

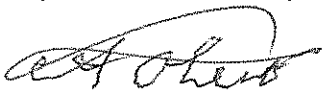


Name of witness (Print Name)

Builder 35 Lang Street Croydon N.S.W.

Occupation and address of witness (Print)

EXECUTED by Station 1 Pty Limited (ACN 167 298 446) in accordance with s 127 of the Corporations Act 2001 (Cth):




Sole director/secretary (Signature)

ANTONIOS WADIH OBEID

Name of sole director/secretary

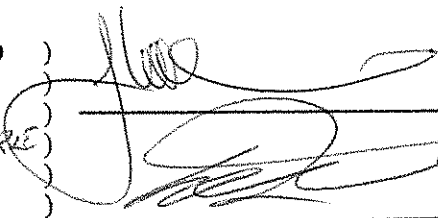
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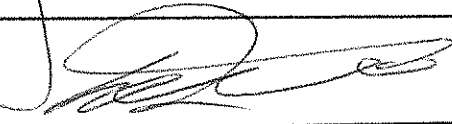
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Registered Mortgagee:

ARAB BANK AUSTRALIA LTD
BY ITS ATTORNEY who hereby
states he has no notice of
revocation of the Power of
Attorney registered in the office of
the Registrar General No. 476
Book 4654 under the authority of
which he has executed this
instrument.

SIGNED SEALED AND DELIVERED)
for and on behalf of ARAB BANK
AUSTRALIA LIMITED by
JASON WILLIAMS & RON MOORE)
its duly constituted Attorneys who are
personally known to me:





LORRAINE SHALALA

Level 7, 20 Bridge Street
Sydney NSW 2000



REGISTERED



15.2.2017

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

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

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

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

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

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

14 Hanging out of washing

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

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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

Extra fee required

Form: 07L
Release: 40

LEASE

New South Wales
Real Property Act 1900



AK950418K

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.

STAMP DUTY Office of State Revenue use only

(A) TORRENS TITLE

Property leased

Certificate of Title Folio Identifier 3/164229

PART being the premises shown as "Electrical Substation Premises No. 77034" on Deposited Plan 1226081 together with the easement referred to in Clauses 1 of Annexure "A".

(B) LODGED BY

Document
Collection
Box

IW

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

Stratasurv Pty Ltd
PO Box 305, FIVE DOCK NSW 2046
9712 7111

Reference: 3148DP01

CODE

L

(C) LESSOR

STATION 1 PTY LIMITED
ACN 167 298 446

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

(D)

Encumbrances (if applicable):

(E) LESSEE

AUSGRID
ABN 67 505 337 385

(F)

TENANCY:

(G) 1. TERM 50 years

2. COMMENCING DATE 7. 11. 16

3. TERMINATING DATE 6. 11. 2066

4. With an **OPTION TO RENEW** for a period of 25 years
set out in clause 29 of Memorandum AG823634

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 "A"

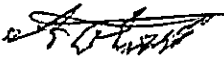
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.

8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900
No. AG823634

9. The **RENT** is set out in clause No. 5 of Memorandum AG823634


DATE 24 October 2016

- (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: Station 1 Pty Ltd (ACN 167 298 446)
Authority: Section 127 of the Corporations Act 2001

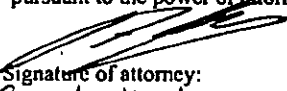
Signature of authorised person: 
Name of authorised person: Anthony Obeid
Office held: Sole Director/Secretary


Signature of authorised person:
Name of authorised person:
Office held:

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Signature of witness: 
Name of witness: Lauren White
Address of witness: 570 George Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney: 
Attorney's name: Pamela Henderson
Signing on behalf of: General manager - customer & corporate services
Power of attorney-Book: AUSGRID
-No.: 4693 331


Joe Pizzinga
Chief Financial Officer

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
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 _____ of _____

☐ Justice of the Peace ☐ Practising Solicitor ☐ Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was _____

Signature of witness: _____ Signature of applicant: _____

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment of the form.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**THIS IS ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN
STATION 1 PTY LIMITED AS LESSOR AND AUSGRID AS LESSEE
DATED 24 October 2016:**

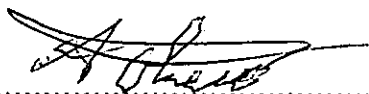
The Lessee shall have the benefit of the following rights:

- 1 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "PROPOSED EASEMENT FOR ELECTRICITY WORKS VARIABLE WIDTH LIMITED IN STRATUM" on Deposited Plan 1226081 on the terms contained in clause 18(b) of Memorandum AG823634 filed in Land & Property Information.



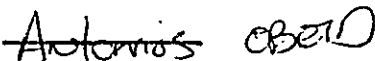
Execution

STATION 1 PTY LTD
(ACN 167 298 446) in
accordance with section 127 of the
Corporations Act 2001 and in the presence of:



.....
Sole Director/Secretary

ANTHONY

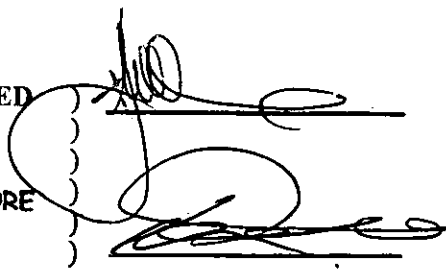


.....
Print Name

EXECUTION BY ARAB BANK AUSTRALIA LIMITED

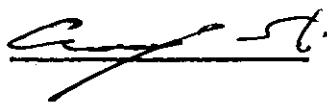
ARAB BANK AUSTRALIA LTD
BY ITS ATTORNEY who hereby
states he has no notice of
revocation of the Power of
Attorney registered in the office of
the Registrar General No. 476
Book 4654 under the authority of
which he has executed this
instrument.

SIGNED SEALED AND DELIVERED
for and on behalf of ARAB BANK
AUSTRALIA LIMITED by
JASON WILLIAMS **RON MOORE**
its duly constituted Attorneys who are
personally known to me:



Campbell Shi

**Level 7, 20 Bridge Street
Sydney NSW 2000**

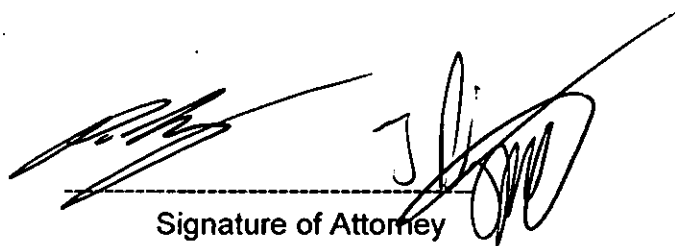


EXECUTION BY AUSGRID

Executed for and on behalf of
Ausgrid – ABN 67 505 337 385
By its duly constituted Attorney
pursuant to Power of Attorney
Registered Book 4693 No 331
In the presence of:



Signature of Witness



Signature of Attorney

Lauren White

Name of Witness

Pamela Henderson Joe Pizzinga

Name of Attorney

570 GEORGE STREET
SYDNEY NSW 2000

Address of Witness

Form: 13PC
 Release: 3-1

POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 19



AM99063Q

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 | 100/1225737 | | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any StrataSurv Pty Limited PO Box 305 FIVE DOCK NSW 2046 Ph:02 9712 7111 Reference: 3148 | CODE PC |
| (C) REGISTERED PROPRIETOR | Of the above land Station 1 pty limited and Anthony obeid. | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this positive covenant | | |
| | Nature of Interest | Number of Instrument | Name |
| | Mortgage | AI640920 | ARAB BANK AUSTRALIA LIMITED |
| | | AI 923455 | ARAB BANK AUSTRALIA LIMITED |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919 Cumberland Council | | |

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **24 JANUARY 2017**

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: **B. Sudarson**

Signature of authorised officer:

Name of witness: **SUDARSON BALASUBRAMANIAM**

Name of authorised officer: **KARL O KORN**

Address of witness: **16, MEMORIAL AVE, MERRYLANDS**

Position of authorised officer: **MANAGER DEVELOPMENT ASSESSMENT**

(G) **Execution by the registered proprietor**

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
 [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

Signature of witness:

Signature of registered proprietor:

Name of witness: **SEE ANNEXURE "A"**
 Address of witness: **FOR EXECUTION**

(H) **Consent of the mortgagee**

The mortgagee under mortgage

I certify that the above mortgagee signed this application in my presence.

No. **AI640920**
AI 923455, agrees to be bound by this positive covenant.
 who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

Name of witness:

SEE ANNEXURE "A"
FOR EXECUTION

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

(Sheet 2 of 6 sheets)

Annexure 'A' to Positive Covenant

Terms of Positive Covenant ~~numbered 1 in the Plan~~

1. The proprietor of the whole lot hereby burdened with respect to the detention facility described in Plan No. ~~OSD 467~~.... dated ~~13.10.2016~~. (Council's File Ref: ~~DA 242/2016~~...) held in the offices of the Cumberland City Council, 16 Memorial Ave, Merrylands shall:
 - (a) Permit stormwater to be temporarily detained by the system.
 - (b) Keep the detention facility clean and free from silt, rubbish and debris.
 - (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner, , and in accordance with the attached the on-site detention facility maintenance schedule.
 - (d) Carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense.
 - (e) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.
 - (f) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.
 - (g) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.
2. In the event of the proprietor/s failing to comply with the terms of any written notice served in respect of the matters in Clause 1 above, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under section 88F of the Conveyancing Act, 1919. In carrying out any work under the Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
3. Annual maintenance inspection summary of the onsite detention with associated certificates shall be sent to Council within the first month of every calendar year as detailed in the attached maintenance schedule.
4. In this Covenant "Council" means CUMBERLAND COUNCIL.

The name of the person empowered to release, vary or modify the Positive Covenant ~~numbered items 1 and 2 in the plan~~ – CUMBERLAND COUNCIL



(Sheet 3 of 6 sheets)

Approved by CUMBERLAND COUNCIL



Authorised Officer

KARL OKORN

Authorised officer as Delegate of
Cumberland Council pursuant to S.378
of the Local Government Act 1993 and
I certify I have no notice of revocation
of such Delegation

Signature of Witness: B. Sudarson



Name: SUDARSON BALASUBRAMANIAM

Cumberland Council

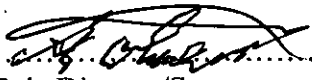
16 Memorial Avenue

MERRYLANDS NSW 2160

(Sheet 4 of 6 sheets)

Execution

STATION 1 PTY LTD
(ACN 167 298 446) in
accordance with section 127 of the
Corporations Act 2001 and in the presence of:


.....
Sole Director/Secretary


ANTONIOS OBEID
.....
Print Name

15

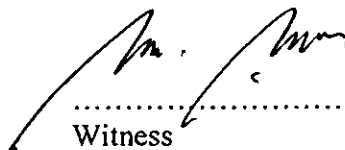
(Sheet 5 of 6 sheets)

Execution

ANTHONY OBEID


.....
Registered Proprietor

ANTHONY OBEID
.....
Print Name


.....
Witness

MERT ATAOGULLI
.....
Print Name

ENGINEER,
.....
Occupation and Address of Witness

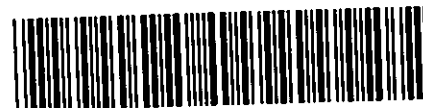
.....
Print Name

10

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AN36851T

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/SP88668 | | |
| | (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any JLawyers Pty Limited PO Box 341 EDGECLIFF NSW 2027 tel: 9199 5023 Reference: 20171037 |

- (C) The Owners-Strata Plan No. 88668 certify that a special resolution was passed on 6/12/2017
- (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 NO 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

PLEASE SEE ANNEXURE "A" HERETO

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B
- (G) The seal of The Owners-Strata Plan No. 88668 was affixed on 18/12/2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: LEANNE HABIB

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 88668

The Owners – Strata Plan No 88668 SPECIALLY RESOLVED pursuant to Section 108 of the *Strata Schemes Management Act, 2015* (NSW) for the purposes of improving or enhancing and erecting a new structure upon the common property, to specifically authorise Lot 58's works to the common property set out in the by-law the subject of the next succeeding motions.

The Owners – Strata Plan No 88668 SPECIALLY RESOLVED pursuant to Section 141(1) of the *Strata Schemes Management Act, 2015* (NSW) ("**SSMA**") to make an additional by-law as set out below.

The Owners – Strata Plan No 88668 SPECIALLY RESOLVED pursuant to Sections 142 and 143 of the *Strata Schemes Management Act, 2015* (NSW) to make a common property rights by-law in the following terms:

| | |
|----------------------------|---|
| SPECIAL BY-LAW NO 1 | Common Property Rights By-law (Lot 58) |
|----------------------------|---|

1. Introduction

- 1.1 This is a common property rights by-law.
- 1.2 The purpose of this by-law is to:
- (a) GRANT the Owner the right of exclusive use and enjoyment of the specified part of the common property;
 - (b) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
 - (c) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
 - (d) REGULATE the repair, maintenance and replacement obligations under this by-law; and
 - (e) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

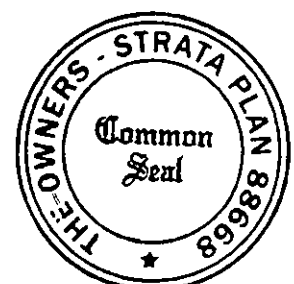
- (a) "**Act**" means the *Strata Schemes Management Act, 2015* (NSW).
- (b) "**Air-Conditioning Works**" means the split system air-conditioner having the external unit wall mounted on the balcony of the Lot.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal:

Signature(s)

Name(s): Leanne Habib

Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

- (c) **"Authority"** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (d) **"Building"** means the building(s) situated at 27 - 29 Mary Street AUBURN NSW 2144.
- (e) **"Claims"** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **"Conditions"** means the conditions specified in Clause 4.
- (g) **"Exclusive Use Areas"** means the entirety of the area physically occupied by the Works where relevant once completed.
- (h) **"Insurances"** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where relevant); and
 - (iv) Public liability insurance for the amount of \$10,000,000.00.
- (i) **"Lot"** means lot 58 in the Strata Scheme.
- (j) **"Owner"** means the owner(s) of the Lot.
- (k) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (l) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 88668.
- (m) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2011* (NSW).
- (n) **"Works"** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Air-Conditioning Works, together with the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal:

Signature(s)

Name(s): Leanne Habib

Authority: Strata Managing Agent



**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS
THE OWNERS – STRATA PLAN NO 88668**

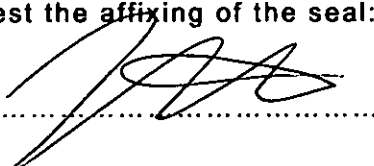
- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) if there is any inconsistency between this by-law and the applicable community management statement, then the provisions of the management statement will prevail;
- (l) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (m) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the exclusive use of the Exclusive Use Areas and the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal:

Signature(s)



Name(s): Leanne Habib

Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 88668

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) details of the location of all parts of the Works; and
 - (ii) information providing proposed specifications, acoustic performance, method of installation, and, where relevant, the type, colour, style and size of the Works;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration fees for the registration of this by-law.

4.2 Compliant Works

The Works must, and without derogating from the generality of the other provisions of this by-law:

- (a) **(appearance & amenity)** be and remain in keeping with the appearance and amenity of the Building;
- (b) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (c) **(not be unsightly)** in case of pipes or any condenser unit, not be unsightly;
- (d) **(no nuisance)** not cause any nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal:

Signature(s)

Name(s): Leanne Habib

Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 88668

- and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (e) **(certification)** have waterproofing and/or other certification if required by the Owners Corporation;
 - (f) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation; and
 - (g) **(clean and tidy)** be kept clean and tidy.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

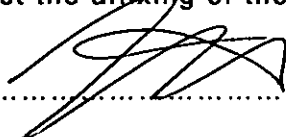
- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building and provide engineering certification thereof if requested by the Owners Corporation;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

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Signature(s)



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Authority: Strata Managing Agent



ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS THE OWNERS – STRATA PLAN NO 88668

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies, enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

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- 2 Occupation for residential Owner or Occupier
- 3 Noise
- 4 Vehicles
- 5 Obstruction of Common Property
- 6 Damage to lawns and plants on Common Property
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- 8 Behaviour of Owners and Occupiers
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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

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SPECIAL BY-LAW NO. 1 – BY-LAW FOR WORKS LOT 58 passed 06.12.2017

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ANNEXURE “B” TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

1 Definitions and Interpretation

1.1 Definitions

In these By-Laws, unless the contrary intention appears:

Act means the *Strata Schemes Management Act 2015* (NSW);

Authority means any authority or authorities including any government, semi-government or local government, statutory, public or other authority or body;

Building means the building or buildings and the land which is the subject of the Strata Plan;

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

- (a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing two rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot,

but excludes minor fit out works inside a Lot and works or alterations to the interior of Common Property walls in the Lot (e.g. hanging pictures or attaching items to those walls);

By-Laws means the By-Laws set out in this document and any other By-Laws adopted by the Owners Corporation from time to time;

Common Property means the common property comprised in the Strata Plan;

Council means Auburn City Council or Cumberland Council, whichever is applicable;

Furniture and Fittings means any personal property belonging to the Owners Corporation that is to be used in connection with the Building;

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

Government Authority means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity;

Land means 27 – 29 Mary Street, Auburn 2144 contained in the certificates of title Folio Identifiers 1/774599 and 3/164229;

Lot means a Lot in the Strata Plan;

Manager or Managing Agent means the manager of the Strata Scheme appointed by the Owners Corporation from time to time;

Occupier means any lessee, sub lessee, licensee, sub licensee, occupier or mortgagee in possession of a Lot in the Strata Plan;

Owner means the owner for the time being of any Lot in the Strata Plan;

Owners Corporation means the owners corporation constituted upon registration of the Strata Plan;

Rules means rules made by the Owners Corporation according to By-law 26;

Security Keys means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems; and

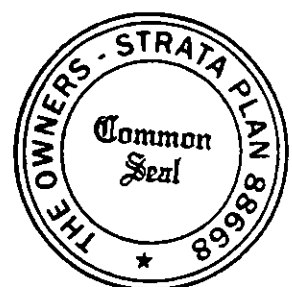
Strata Plan means the strata plan with which this By-Law was registered.

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THE OWNERS – STRATA PLAN NO 88668

1.2 Interpretation

In these By-Laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to anything includes a part of that thing and any first letter of a word mentioned in clause 1.1 that may not be capitalised in the body of this document has the same meaning as the word in clause 1.1; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Occupation for residential Owner or Occupier

- 2.1 By-Laws 2 to 32 apply to the occupation for residential Owner or Occupier, unless otherwise stated, with respect to a Lot without limiting clause 1.
- 2.2 No Owner or Occupier of a Lot may use a Lot or permit a Lot to be used for any use other than as a principal place of abode or residence.

3 Noise

An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

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THE OWNERS – STRATA PLAN NO 88668

4 Vehicles

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property, or permit a motor vehicle to be parked or stood on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.

5 Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6 Damage to lawns and plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

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

7 Damage to Common Property

- 7.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- 7.2 An approval given by the Owners Corporation under By-Law 7.1 cannot authorise any additions to the Common Property.
- 7.3 This By-Law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner’s Lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children.
- 7.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

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THE OWNERS – STRATA PLAN NO 88668

- 7.5 Despite s 106 of the Act, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 7.3 that forms part of the Common Property and that services the Lot.

8 Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

9 Children playing on Common Property in Building

- 9.1 Any child for whom an Owner or Occupier of a Lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- 9.2 An Owner or Occupier of a Lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a laundry, car parking area or other area of possible danger or hazard to children.

10 Behaviour of invitees

- 10.1 Any invitee of an Owner or Occupier of a Lot, when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- 10.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier:
- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property, and
 - (b) without limiting paragraph (a), that invitees comply with By-Law 10.1.

11 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

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12 Hanging out of Washing

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

13 Cleaning windows and doors

13.1 Except in the circumstances referred to in By-Law 13.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.

13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Storage of inflammable liquids and other substances and materials

14.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

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

15 Moving furniture and other objects on or through Common Property

15.1 An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the Building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

16 Floor coverings

16.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

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16.2 This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

17 Garbage disposal

17.1 An Owner or Occupier of a Lot:

- (a) must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable materials) adequately covered, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a),
- (e) must not place anything in the receptacle of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier, and
- (f) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

17.2 An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that the full refuse, recyclable material or waste are placed in the receptacles and in the case of refuse (securely wrapped, or in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

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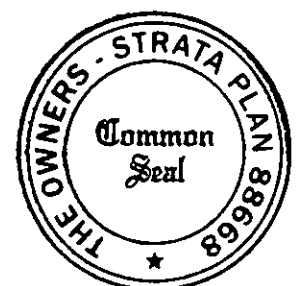
- (b) must promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 17.3 The Owners Corporation may provide shared receptacles for refuse, waste, garbage and/or recyclable material (Waste) which will be located on the Common Property. The Owners Corporation may enter into service contracts with commercial garbage collectors for the removal of Waste.
- 17.4 Subject to By-Law 17.5, an Owner or Occupier of a Lot:
 - (a) is responsible for transporting Waste from their Lot to the shared waste receptacles situated on the Common Property;
 - (b) must ensure that Waste is not placed in the receptacles so as to cause any damage or mess or be a hazard, danger or obstruction to any person;
 - (c) must ensure that any recycling is separated and prepared in accordance with the applicable recycling guidelines; and
 - (d) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which the thing was spilled.
- 17.5 An Owner or Occupier of a Lot must:
 - (a) comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
 - (b) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.
- 17.6 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements.
- 17.7 An Owner or Occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

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THE OWNERS – STRATA PLAN NO 88668

- 17.8 Nothing in this By-Law 17 will operate to require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

18 Keeping of animals

- 18.1 An Owner or Occupier of a Lot may keep an animal on the Lot or the Common Property with the written approval of the Owners Corporation.
- 18.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property and must give an Owner or Occupier written reasons for any refusal to grant approval.
- 18.3 If an Owner or Occupier of a Lot keeps an animal on the Lot, the Owner or Occupier must:
- (a) keep the animal within the Lot, and
 - (b) supervise the animal when it is on the Common Property, and
 - (c) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.
- 18.4 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (NSW) of the Commonwealth.

19 Appearance of Lot

General

- 19.1 Subject to the By-Laws, the Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- 19.2 This By-Law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 12.

Balcony

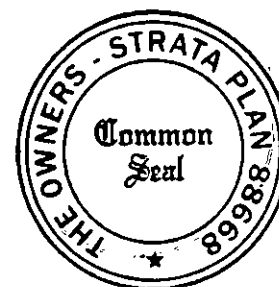
- 19.3 Keeping outdoor furniture, landscaping and other items on the Balcony of the Lot is regulated by the Architectural Code.

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THE OWNERS – STRATA PLAN NO 88668

Window Treatments

- 19.4 Under the Architectural Code the Owner or Occupier of the Lot must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows or doors in the Lot.

Window Coverings

- 19.5 Under the Architectural Code:
- (a) The Owner or Occupier of the Lot may install curtains, blinds, louvers, shutters or other window and door treatments on or in the Lot provided they have an appearance from outside the Lot which is white or off-white; and
 - (b) The Owner or Occupier of the Lot must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in By-Law 19.5(a).

Sun Shades

- 19.6 Under the Architectural Code, the Owner or Occupier of the Lot must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in the Lot or on Common Property.

Security Devices, Screens and Doors

- 19.7 The installation of security devices, security screens and security doors is regulated under the Architectural Code. The Owner or Occupier of the Lot must obtain all necessary consents under the Architectural Code before the security device, screen or door is installed

Barbecues

- 19.8 The Owner or Occupier of the Lot's rights and obligations when a barbecue is operated from the Lot are in the Architectural Code.

20 Notice-board

An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

21 Change in use or occupation of Lot to be notified

- 21.1 An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot.

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- 21.2 Without limiting By-Law 21.1, the following changes of use must be notified:
- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a Lot for short-term or holiday letting.
- 21.3 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

22 Rights to enter the Lot

Rights of the Owners Corporation to enter the Lot

- 22.1 In addition to its rights under By-Law the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

Rights of the Owners Corporation to enter the Lot

- 22.2 The Owners Corporation is authorised to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in the Lot (or which are accessible through the Lot).

23 Carrying out Building Works

When do you need consent?

- 23.1 Subject to this By-Law 23, the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.

Procedures before you carry out Building Works

- 23.2 Before carrying out Building Works, the Owner or Occupier of the Lot must:
- (a) obtain necessary consents from the Owners Corporation and any relevant Authority; and
 - (b) find out where service lines and pipes are located; and
 - (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt services; and

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- (d) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 14 days before the Building Works are started.

Procedures when you carry out Building Works

23.3 If an Owner or Occupier of a Lot carries out Building Works, the Owner or Occupier of the Lot must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage the Owner or Occupier of the Lot (or persons carrying out the Building Works on their behalf) caused to Common Property or the property of another Owner or Occupier.

Making arrangements with the Owners Corporation

23.4 Before the Owner or Occupier of the Lot carries out Building Works (including Building Works for which the consent of the Owners Corporation is not required), the Owner or Occupier must:

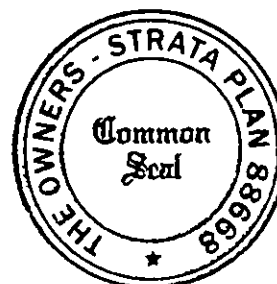
- (a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier of a Lot must access the Strata Scheme; 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 Strata Scheme.

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Name(s): Leanne Habib

Authority: Strata Managing Agent



ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

24 Common Property

Easements

24.1 Where some items of Common Property are burdened by easements, the Owner or Occupier of the Lot and the Owners Corporation:

- (a) must comply with their obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

What are your obligations?

24.2 Subject to the By-Laws, the Owner or Occupier of the Lot must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if the Owner or Occupier of a Lot knows about damage or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner or Occupier of a Lot, their visitors or persons doing work or carrying out Building Works on the Strata Scheme on their behalf.

When will you need consent from the Owners Corporation?

24.3 Subject to the By-Laws the Owner or Occupier of a Lot must have consent from the Owners Corporation to:

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

25 Security at the Strata Scheme

Restrictions on the rights of the Owners Corporation

25.1 The Owners Corporation must not do anything that would restrict access to any Common Property which Owners and Occupiers in the Building are entitled to use.

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

Obligations of the Owners Corporation

- 25.2 The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and prevent fire and other hazards.

Installation of Security Equipment

- 25.3 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 Strata Scheme.

Restricting access to Common Property

- 25.4 Subject to this By-Law 25, 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 a Lot;
 - (b) restrict by Security Key access to levels in the Strata Scheme where an Owner or Occupier of a Lot does not own or occupy a Lot or have access to according to an exclusive use By-Law;
 - (c) charge you a fee or bond if an Owner or Occupier of a Lot requests additional or replacement Security Keys; and
 - (d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

Providing Owners and Occupiers with Security Keys

- 25.5 If the Owners Corporation exercises its rights under By-Law 25.4, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

Managing the Security Key system for Common Property

- 25.6 The Owners Corporation has the power to:
- (a) re-code Security Keys it issues for Common Property; and
 - (b) require an Owner or Occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

What are your obligations?

- 25.7 In regard to Security Keys issued by the Owners Corporation according to this By-Law 25, the Owner or Occupier of a Lot must:

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

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

Closing Doors

- 25.8 The Owner or Occupier of a Lot must take reasonable care to make sure that fire and security doors in the Building are locked or closed when they are not being used.

Procedures if you lease your Lot

- 25.9 If an Owner or Occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the Occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

Some Prohibitions

- 25.10 An Owner or Occupier of a Lot must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of the Strata Scheme.

26 Rules

Powers of the Owners Corporation

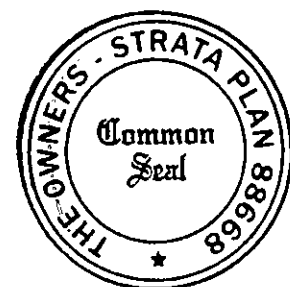
- 26.1 The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

Changing Rules

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

What are your obligations?

26.3 All Owners or Occupiers of a Lot must comply with the Rules.

What if a rule is inconsistent with the By-Laws?

26.4 If a rule is inconsistent with the By-Laws or the requirements of a Government Authority, the By-Laws or requirements of the Government Authority prevail to the extent of the inconsistency.

27 Failure to comply with By-Laws

What can the Owners Corporation do?

27.1 The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the By-Laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

Procedures

27.2 The Owners Corporation must give an Owner or Occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

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

Recovering money

27.3 The Owners Corporation may recover any money an Owner or Occupier of a Lot owes it under the By-Law as a debt.

28 Subdivision development application requirements

28.1 The following requirements will apply to any future development application for subdivision at the site, whether relating to the residential and/or commercial/retail Lots:-

- (a) The Strata subdivision or other subdivision of the development being the subject of a further Development Application to Council; and

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THE OWNERS – STRATA PLAN NO 88668

- (b) The Development Application for subdivision must be accompanied by the following documentation that indicates:
- i) The requirement for the employment of a person to manage the collection of waste material by Council, including, but not limited to bin placement at the road edge and retrieval of bins soon after collection of contents, cleansing of bins, storage of bins in the compound and the like.
 - ii) Responsibilities with regard to the ongoing maintenance of the Building and landscaped areas at the property in accordance with the plans and details approved under this Development Consent.
 - iii) Responsibilities with regard to the operation maintenance of artificial features at the property (e.g. water features, intercom systems, vehicle access doors etc.) in accordance with the plans and details approved under this Development Consent.
 - iv) Responsibilities for ensuring Owners and/or Occupiers have adequate and hygienic waste sterile, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times.
 - v) Responsibilities to ensure that receptacles for the removal of waste, recycling on the designated day of collection.
 - vi) The Owners Corporation obligations under clauses 177, 182, 183, 184, 185 and 186 of the *Environmental Planning and Assessment Regulation 2000* (NSW).
 - vii) The Owners Corporation/Executive Committee obligations to ensure all wastewater and stormwater treatment devices (including drainage systems, sumps and traps) are regularly maintained in order to remain effective. All solid and liquid wastes collected from the devices shall be disposed of in a manner that does not pollute waters and in accordance with the *Protection of the Environment Operations Act 1997* (NSW).

29 Smoke Penetration

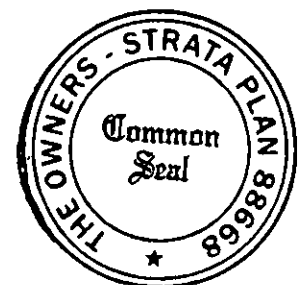
- 29.1 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

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- 29.2 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

30 Preservation of fire safety

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

31 Compliance with Planning and Other Requirements

- 31.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- 31.2 The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

32 Changes to Common Property

- 32.1 An Owner or person authorised by an Owner may install, without the consent of the Owners Corporation:
- (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children.
- 32.2 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 32.3 By-Law 32.1 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- 32.4 The Owner of a Lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 34.1 that forms part of the Common Property and that services the Lot, and

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THE OWNERS – STRATA PLAN NO 88668

- (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in By-Law 34.1 that forms part of the Common Property and that services the Lot.

33 Occupation for commercial/retail Owner or Occupier

- 33.1 By-Laws 33 to 49 apply to the occupation for commercial/retail Owner or Occupier, unless otherwise stated, with respect to a Lot without limiting clause 1.
- 33.2 No Owner or Occupier of a Lot may use a Lot or permit a Lot to be used for any use other than as for commercial and/or retail purposes.

34 Vehicles

- 34.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- 34.2 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

35 Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis (for example a temporary display).

36 Damage to Common Property

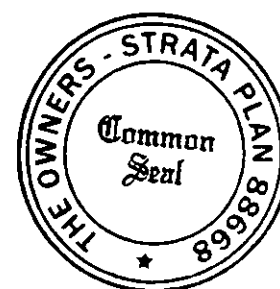
- 36.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the written approval of the Owners Corporation.
- 36.2 An approval given by the Owners Corporation under By-Law 36.1 cannot authorise any additions to the Common Property.
- 36.3 This By-Law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or

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- (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any sign to advertise the activities of the Occupier of the Lot if the Owners Corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- 36.4 Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the Building.
- 36.5 Despite section 106 of the Act, the Owner of a Lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation referred to in By-Law 36.3 that forms part of the Common Property and that services the Lot, and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or sign referred to in By-Law 36.3 that forms part of the Common Property and that services the Lot.

37 Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier (including all customers and staff) do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

38 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

39 Cleaning windows and doors

The Owners Corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lots, whether a part of a Lot or Common Property.

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40 Garbage disposal

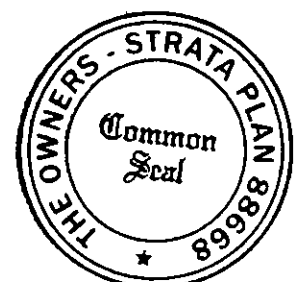
- 40.1 An Owner or Occupier of a Lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph 40.1(a), and
 - (e) must not place anything in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier, and
 - (f) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 40.2 An Owner or Occupier of a Lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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- (b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
 - 40.3 An Owner or Occupier of a Lot must:
 - (a) comply with the Council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.
 - 40.4 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements.
 - 40.5 This By-Law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 41 Appearance of Lot**
- The Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- 42 Change in use of Lot to be notified**
- An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- 43 Preservation of fire safety**
- The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

44 Prevention of hazards

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

45 Provision of amenities or services

45.1 The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) cleaning,
- (e) garbage disposal and recycling services,
- (f) electricity, water or gas supply,
- (g) telecommunication services (for example, cable television).

45.2 If the Owners Corporation makes a resolution referred to in By-Law 45.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

46 Controls on hours of operation and use of facilities

46.1 The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Strata Plan:

- (a) that commercial or business activities may be conducted on a Lot or Common Property only during certain times,
- (b) that facilities situated on the Common Property may be used only during certain times or on certain conditions.

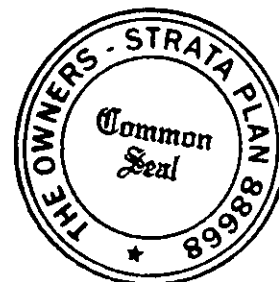
46.2 An Owner or Occupier of a Lot must comply with a determination referred to in By-Law 46.1.

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47 Compliance with planning and other requirements

The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

48 Service of documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

49 Commercial/retail Fit-Out

49.1 The Lot does not need consent from the Owners Corporation to fit-out the Lot (including the installation of Air Conditioning) provided the Lot gives at least seven (7) days prior written notice to the Owners Corporation of its intention to commence works and provided works will not affect the structure of the Lot or Common Property and such fit-out must:

- (a) be and remain in keeping with the appearance and amenity of the Building;
- (b) in case of pipes, not be unsightly and be hidden from view;
- (c) when complete not cause any nuisance or other disturbance to an Owner or Occupier of another Lot in the strata scheme or any neighbouring property;
- (d) have certifications from duly qualified engineers or other experts required by the Owners Corporation (at the Owner's sole cost), a copy of such certification to be provided to the Owners Corporation within seven (7) days of the installation of the works (if required by the Owners Corporation);
- (e) without derogating from the generality of the foregoing or anything else set out in this By-Law, in case of wet areas (if any), be certified by a duly qualified installer as achieving the waterproofing standards set out in the Building Code of Australia and the Australian Standards and the Owners shall provide the Owners Corporation with a copy of such certificate within seven (7) days of being requested to do so by the Owners Corporation; and

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- (f) have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

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THE OWNERS – STRATA PLAN NO 88668

SPECIAL BY-LAW NO 1

Common Property Rights By-law (Lot 58)

1. Introduction

1.1 This is a common property rights by-law.

1.2 The purpose of this by-law is to:

- (a) GRANT the Owner the right of exclusive use and enjoyment of the specified part of the common property;
- (b) GRANT the Owner special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (c) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (d) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (e) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act, 2015* (NSW).
- (b) "**Air-Conditioning Works**" means the split system air-conditioner having the external unit wall mounted on the balcony of the Lot.
- (c) "**Authority**" means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (d) "**Building**" means the building(s) situated at 27 - 29 Mary Street AUBURN NSW 2144.
- (e) "**Claims**" means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) "**Conditions**" means the conditions specified in Clause 4.
- (g) "**Exclusive Use Areas**" means the entirety of the area physically occupied by the Works where relevant once completed.
- (h) "**Insurances**" means:

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal:

Signature(s)

Name(s): Leanne Habib

Authority: Strata Managing Agent



ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

- (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
- (ii) Workers' compensation insurance where required;
- (iii) Insurance under the *Home Building Act, 1989* (where relevant); and
- (iv) Public liability insurance for the amount of \$10,000,000.00.
- (i) "Lot" means lot 58 in the Strata Scheme.
- (j) "Owner" means the owner(s) of the Lot.
- (k) "Owners Corporation" means the owners corporation created on registration of the Strata Scheme.
- (l) "Strata Scheme" means the strata scheme created upon registration of strata plan no 88668.
- (m) "WH & S Law" means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2011* (NSW).
- (n) "Works" means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Air-Conditioning Works, together with the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid,

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

- illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
 - (k) if there is any inconsistency between this by-law and the applicable community management statement, then the provisions of the management statement will prevail;
 - (l) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
 - (m) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the exclusive use of the Exclusive Use Areas and the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) details of the location of all parts of the Works; and
 - (ii) information providing proposed specifications, acoustic performance, method of installation, and, where relevant, the type, colour, style and size of the Works;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) reasonable registration fees for the registration of this by-law.

4.2 Compliant Works

The Works must, and without derogating from the generality of the other provisions of this by-law:

- (a) **(appearance & amenity)** be and remain in keeping with the appearance and amenity of the Building;
- (b) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;
- (c) **(not be unsightly)** in case of pipes or any condenser unit, not be unsightly;
- (d) **(no nuisance)** not cause any nuisance or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property

and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);

- (e) **(certification)** have waterproofing and/or other certification if required by the Owners Corporation;
- (f) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation; and
- (g) **(clean and tidy)** be kept clean and tidy.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Owners Corporation from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building and provide engineering certification thereof if requested by the Owners Corporation;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal:

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ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

THE OWNERS – STRATA PLAN NO 88668

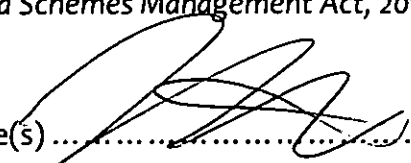
5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies, enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and enures to the benefit of any and all future Owners.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by Section 273 of the *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal:

Signature(s) 

Name(s): Leanne Habib

Authority: Strata Managing Agent



Approved Form 10

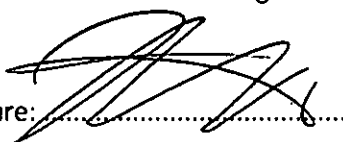
Certificate re Initial Period

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 88668 was affixed on 18th December 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: 

Name: Leanne Habib

Authority: Strata Managing Agent



LIMITS

| | LOWER | UPPER |
|----|----------|----------|
| E1 | RL 27.84 | RL 31.92 |
| E2 | UD | RL 27.84 |
| E3 | UD | RL 19.66 |

| EIC | EASEMENT INCLINED PLANE |
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|-----|---|--|
| ESP | - | ELECTRICAL SUBSTATION PREMISES No. 77034 |
| UD | - | UNLIMITED IN DEPTH |

UD - UNLIMITED IN DEPTH

(E) PROPOSED EASEMENT FOR ELECTRICITY WORKS VARIABLE WIDTH LIMITED IN STRUTUM

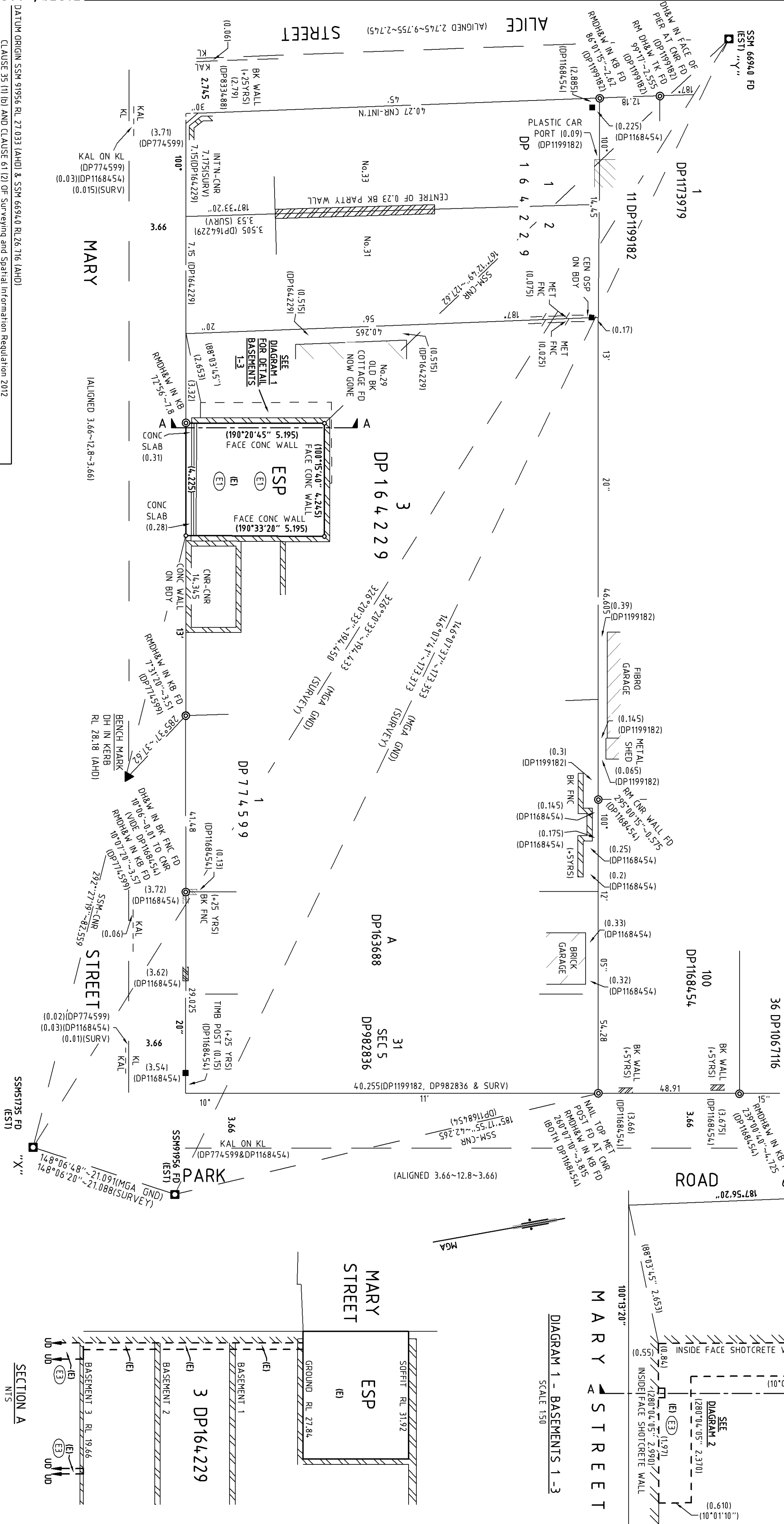


DIAGRAM 2
SCALE 1:20

DIAGRAM 1 - BASEMENTS 1 -3
SCALE 1:50

SECTION A

| CLAUSe 3.11 (b) AND CLAUSe 6.1 (2) OF Surveying and Spatial Information Regulation 2012 | | | | | | | |
|---|--------------|---------------|---------|-------|--------|--------|--------|
| MARK | MGA EASTING | MGA NORTHING | CLASS | ORDER | HEIGHT | METHOD | ORIGIN |
| SSM 5735 | 317 768 596 | 6 252 541.781 | C | 3 | 20 | U | SCIMS |
| SSM 9156 | 317 757 4.55 | 6 252 559.689 | B | 2 | 21.033 | LB | SCIMS |
| SSM 6694.0 | 317 660 836 | 6 252 703.620 | B | 2 | 26.716 | LB | SCIMS |
| COMBINED SCALE FACTOR | | 1.000001 | ZONE 56 | | | | |

Surveyor : ANTHONY GUY MITCHELL
Date of Survey : 16 SEPT 2016
Surveyor's Ref : 3148DP01

PLAN OF LEASE PURPOSES OF SUBSTATION PREMISES
No. 77034 AND PROPOSED EASEMENT FOR
ELECTRICITY AND OTHER PURPOSES WITHIN

LGA: CUMBERLAND
 Locality : AUBURN
 Subdivision No: _____

Registered
13.12.2016

DP1226081

M.G.A CO-ORDINATES ADOPTED FROM S.C.I.M.S AS AT 1 SEPTEMBER 2016

Surveyor's Ref : 3148DP01

LOT 3 IN DP164229

Lengths are in metres. Reduction Ratio 1:100

13.12.2016

DP1226081

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| 0 | 10 | 20 | 30 | 40 | 50 | 100 | 110 | 120 | 130 | 140 |
|---|----|----|----|----|----|-----|-----|-----|-----|-----|

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

(SURVEYORS REFERENCE 3148DP0:


ISSUE: b21

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  13.12.2016
 Title System: **TORRENS**
 Purpose: **LEASE**

DP1226081

PLAN OF LEASE PURPOSES OF SUBSTATION PREMISES No. 77034 AND PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES WITHIN LOT 3 IN DP164229

LGA: CUMBERLAND
 Locality: AUBURN
 Parish: LIBERTY PLAINS
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:
 Date:
 File Number:
 Office:

Survey Certificate

I, ANTHONY GUY MITCHELL

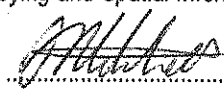
of STRATASURV PO BOX 305 FIVE DOCK NSW 2046

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 16 SEPT 2016

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

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

Signature:  Dated: 24/10/16

Surveyor ID: 127

Datum Line: "X" - "Y"

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep Mountainous

*Strike through if inapplicable.

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

Subdivision Certificate

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

Signature:
 Accreditation number:
 Consent Authority:
 Date of endorsement:
 Subdivision Certificate number:
 File number:

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/compilation

DP164229
 DP774599
 DP1168454
 DP1199182

(If insufficient space use Plan Form 6A)

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

SURVEYOR'S REFERENCE: 3148DP01

PLAN FORM 6a (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



13.12.2016

Office Use Only

Office Use Only

PLAN OF LEASE PURPOSES OF SUBSTATION
PREMISES No. 77034 AND PROPOSED
EASEMENT FOR ELECTRICITY AND
OTHER PURPOSES WITHIN LOT 3 IN
DP164229

DP1226081

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

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

Subdivision Certificate No:

Date of Endorsement:

SIGNED by STATION 1 PTY LIMITED (ACN: 167 298 446) in accordance with section 127 of the Corporations Act 2001 and in the presence of:

Sole Director/Secretary

Director

Antomias Obeid

Print Name

Print Name

(If space is insufficient use additional annexure sheet)

SURVEYOR'S REFERENCE: 3148DP01

PLAN FORM 6a (Annexure Sheet) .

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



13.12.2016

Office Use Only

Office Use Only

PLAN OF LEASE PURPOSES OF SUBSTATION
PREMISES No. 77034 AND PROPOSED
EASEMENT FOR ELECTRICITY AND
OTHER PURPOSES WITHIN LOT 3 IN
DP164229

DP1226081

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

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

Subdivision Certificate No:

Date of Endorsement:

EXECUTION BY ARAB BANK AUSTRALIA LIMITED:

ARAB BANK AUSTRALIA LTD
BY ITS ATTORNEY who hereby
states he has no notice of
revocation of the Power of
Attorney registered in the office of
the Registrar General No. 476,
Book 4654 under the authority of
which he has executed this
instrument.

SIGNED SEALED AND DELIVERED

for and on behalf of ARAB BANK
AUSTRALIA LIMITED by

JASON WILLIAMS RON MOORE
its duly constituted Attorneys who are
personally known to me:

Campbell Shi

Level 7, 20 Bridge Street
Sydney NSW 2000

(If space is insufficient use additional annexure sheet)

SURVEYOR'S REFERENCE: 3148DP01



CUMBERLAND
COUNCIL

Wise Professional Services
Suite 2, 101 Burwood Road
BURWOOD NSW 2134

Certificate No: 31425
Receipt No: 1330789
Date: 26 June 2018
Your Reference: SP-180625-1300:31813

PLANNING CERTIFICATE

Issued under Section 10.7(2) of the
Environmental Planning and Assessment Act, 1979

PROPERTY DETAILS

Address: 33/27-29 Mary Street, AUBURN NSW 2144

Legal Description: Lot 33 SP 88668

Owner(s) Name (as recorded by Council):

Mr M Zeng and Mrs M F Yu
C/- Waters & Carpenter First National
PO Box 11
AUBURN NSW 1835

In accordance with the requirements of Section 10.7(2) of the *Environmental Planning and Assessment Act, 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

Note: The information contained in Planning Certificates issued for a lot within Strata-Titled development relates to the land the development is situated on.

1. Names of Relevant Planning Instruments and DCPs

The name of:

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

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

- 1(a) Auburn Local Environmental Plan 2010 as amended
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Affordable Rental Housing) 2009
 State Environmental Planning Policy No. 62 Sustainable Aquaculture
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy No. 19 Bushland in Urban Areas
 State Environmental Planning Policy No. 21 Caravan Parks
 State Environmental Planning Policy No. 30 Intensive Agriculture
 State Environmental Planning Policy No. 32 Urban Consolidation (Redevelopment of Urban Land)
 State Environmental Planning Policy No. 33 Hazardous and Offensive Development
 State Environmental Planning Policy No. 50 Canal Estate Development
 State Environmental Planning Policy No. 55 Remediation of Land
 State Environmental Planning Policy No. 64 Advertising and Signage
 State Environmental Planning Policy No. 65 Design Quality of Residential Flat Development (Amendment 3)
 State Environmental Planning Policy No. 70 Affordable Housing (Revised Schemes)
 State Environmental Planning Policy Building Sustainability Index: BASIX 2004
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

- 1(b) Draft State Environmental Planning Policy (Competition) 2010

- 1(c) Auburn Development Control Plan 2010

2. Zoning and Land Use under relevant LEPs

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

- (a) *the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No. 2(a))”,*
- (b) *the purpose for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,*

- (c) *the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,*
- (d) *the purposes for which the plan or instrument provides that development is prohibited within the zone,*
- (e) *whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*
- (f) *whether the land includes or comprises critical habitat,*
- (g) *whether the land is in a conservation area (however described),*
- (h) *whether an item of environmental heritage (however described) is situated on the land.*

(a) Zone B4 - Mixed Use (Auburn Local Environmental Plan 2010)

(b) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITHOUT DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out development consent.
- the provisions specified under uses permitted without consent under the Land Use Table - Zone B4 Mixed Use of the Auburn Local Environmental Plan 2010.
- the provisions listed under exempt development which satisfies the criteria for exempt development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.
- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.
- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development without consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

(c) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITH DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions which may be carried out with development consent.
- the provisions specified under objectives of the zone of the Land Use Table - Zone B4 Mixed Use of the Auburn Local Environmental Plan 2010, the consent authority may not grant development consent to the carrying out of development within the applicable zone unless the consent authority is of the opinion that the carrying out of the development is consistent with the objectives of the zone.
- the provisions listed under uses permitted with consent in the Land Use Table - Zone B4 Mixed Use of the Auburn Local Environmental Plan 2010.
- the provisions listed under complying development which satisfies the criteria for complying development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.

- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.
- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development with consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

- (d) Development for a purpose that is listed as being 'Prohibited' for the applicable zone is currently included under Part 2 Permitted or Prohibited Development and the Land Use Table of the Auburn Local Environmental Plan 2010.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for prohibited development under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

- (e) There are no development standards applying to this land that fix a minimum land dimension for the erection of a dwelling-house.
- (f) The land does not include or comprise critical habitat.
- (g) The land is not located within a heritage conservation area under the provisions of Auburn Local Environmental Plan 2010.
- (h) The land has not been identified as containing an item of environmental heritage significance under the Auburn Local Environmental Plan 2010.

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.*

General Housing Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Rural Housing Code

- (1) or (2) The land is not affected by the Rural Housing code.

Housing Alterations Code and Industrial Alterations Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

General Development Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Commercial and Industrial (New Buildings and Additions) Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Subdivisions Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Demolition Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Fire Services Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

- (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.*
- (3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

4 and 4a – Repealed.

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

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

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

- 4b. The land is currently not affected by provisions included under this part.

5. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

The land is not located in an area proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

6. Road Widening and Road Realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) *Division 2 of Part 3 of the Roads Act, 1993, or*
 - (b) *Any Environmental Planning Instrument, or*
 - (c) *Any resolution of the Council.*
- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.
 - (b) The land is not affected by any road widening or road realignment under any Environmental Planning Instrument.
 - (c) The land is not affected by any road widening or road realignment under a Council resolution.

7. Council and other public authority policies on Hazard Risk Restriction

Whether or not the land is affected by a policy:

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

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

- (a) Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Auburn Local Environmental Plan 2010. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Auburn Local Environmental Plan 2010 which is available on the New South Wales legislation website at www.legislation.nsw.gov.au.

The land is not affected by a flood control lot under the Auburn Local Environmental Plan 2010.

- (b) Council has been notified by Parramatta City Council that the following Flood Management Studies have been carried out and adopted. They are:
1. Duck River Flood Study Parramatta City Council – Final Flood Study Report (September 2006)
 2. Lower Parramatta River Flood Plain Risk Management Study – Draft February 2003

For more detailed information and enquiries regarding the above flood studies and affected areas please contact Council's Works and Services Department, Engineering Division.

Council has been notified that the Department of Planning has adopted the *New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010)*. The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

7a Flood related Development Controls Information

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

If development on the land or part of the land for above purposes is affected by a flood control lot under Auburn Local Environmental Plan 2010, the applicant should refer to Council's Stormwater Drainage Part - Auburn Development Control Plan 2010 on the New South Wales legislation website at www.legislation.nsw.gov.au.

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

If development on the land or part of the land under Auburn Local Environmental Plan 2010 for any other purposes is subject to flood related development controls, the applicant should refer to Council's Stormwater Drainage Part of the Auburn Development Control Plan 2010 available on the New South Wales legislation website at www.legislation.nsw.gov.au.

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

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

8. Land Reserved for Acquisition

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

The land is not affected by the Auburn Local Environmental Plan 2010 - Land Reservation Acquisition Map for the purposes of acquisition under the Act.

9. Contributions Plans

The name of each Contributions Plan applying to the land:

Auburn Development Contributions Plan 2007

9A Biodiversity Certified Land

If the land is biodiversity certificate land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

The land is not biodiversity certified land within the meaning of the above Act.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of the Environment and Heritage).

The land is not a biodiversity stewardship site under the above Act.

10A. Native vegetation clearing set asides

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

Council has not been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

11. Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

The land is not bushfire prone land under the Act.

12. Property Vegetation Plans

If the land is land to which a Property Vegetation Plan under the Native Vegetation Act, 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land is not affected by a Property Vegetation Plan under the *Native Vegetation Act, 2003*.

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

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

The land is not affected by an order issued under the *Trees (Disputes between Neighbours) Act 2006*.

14. Directions under Part 3A (Environmental Planning and Assessment Act 1979)

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

There are no ministerial directions in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) *a statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
 - (i) *the period for which the certificate is current, and*
 - (ii) *that a copy may be obtained from the head office of the Department, and*
- (b) *a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*

(a) & (b) The land is not subject to a site compatibility certificate.

16. Site Compatibility Certificates for Infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools, or TAFE establishments) , of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) *the period for which the certificate is valid, and*
- (b) *that a copy may be obtained from the head office of the Department.*

(a) & (b) There is no site compatibility certificate issued for infrastructure, schools or TAFE establishments in respect of the land.

17. Site Compatibility Certificates and Conditions for Affordable Rental Housing

- (1) *A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
 - (a) *the period of which the certificate is current, and*
 - (b) *that a copy may be obtained from the head office of the Department.*
- (2) *A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.*

(1) & (2) There is no current site compatibility certificate (affordable rental housing) of which council is aware or a statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that has been imposed as a condition of consent to a development application for the land.

18. Paper Subdivision Information

- (1) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*
- (2) *The date of any subdivision order that applies to the land.*
- (3) *Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

- (1), (2) & (3) The land is not affected by a proposed or adopted development plan by Council or a subdivision order.

19. Site Verification Certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) *the matter certificated by the certificate, and*

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

- (b) *the date on which the certificate ceases to be current (if any), and*

- (c) *that a copy may be obtained from the head office of the Department.*

- (a), (b) & (c) There is no site verification certificate on the land.

20. Loose-fill Asbestos Insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act, 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Council is not aware of any land being affected.

21. Affected building notices and building product rectification orders

- (1) *A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.*

- (2) *A statement of:*

- (a) *whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and*

- (b) *whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land 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.

Council is not aware of the land being affected.

Note:

Section 59(2) of the Contaminated Lands Management Act 1997 prescribes the following matters that are to be specified in a Planning Certificate:

- a) *That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
- b) *That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- c) *That the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,*

- d) *That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- e) *That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided any time to the local authority issuing the certificate.*
- (a) The land is not significantly contaminated land (or part of the land) within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (b) The land is not subject to a management order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (d) The land is not subject to an ongoing maintenance order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (e) The land is not subject to a site audit statement within the meaning of the *Contaminated Lands Management Act 1997*.



Hamish McNulty
ACTING GENERAL MANAGER














Per: Monica Cologna
Manager- Strategic Planning - PLANNING

Please Note:

A Section 10.7(5) Certificate provides additional information relating to the subject land, including:

- Cumberland Plain Native Vegetation; and
- Other Information.

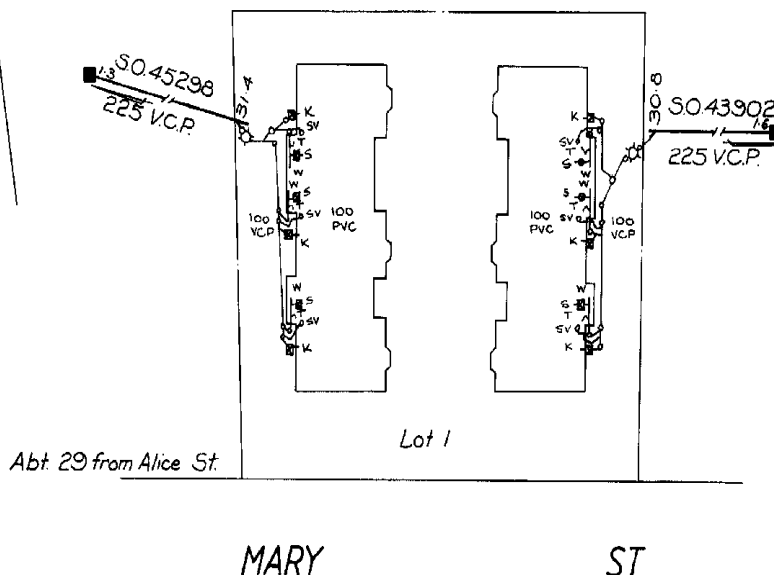
MUNICIPALITY OF AUBURN SUBURB OF AuburnCopy of
Diagram No. 7 4 8 4 3 1

| INDICATES — DRAINAGE FITTINGS | | | | SYMBOLS AND ABBREVIATIONS | | INDICATES — PLUMBING FIXTURES & OR FITTINGS | | | |
|--|--------------------|---|---------------|---|---|---|---|-----------------|--|
|  | Manhole |  P | P. Trap |  | CO | Clear Out |  Bid | Bidet | |
|  Chr. | Chamber |  R | Reflux Valve | | O V | Vent Pipe | S | Shower | |
|  L.H. | Lampole |  | Cleaning Eye | | T | Tubs | DW. | Dishwasher | |
|  | Boundary Trap | O Vert. | Vertical Pipe | | K | Kitchen Sink | F | Floor Waste | |
|  | Inspection Shaft | IP | Induct Pipe | | W | Water Closet | M | Washing Machine | |
|  Pit | Pit | MF | Mica Flap | | B | Bath Waste | BS | Bar Sink | |
|  G | Grease Interceptor | Jn. | Junction | | H | Handbasin | LS | Lab Sink | |
|  | Gully | • RP | Rodding Point | | INDICATES — PLUMBING ON MORE THAN ONE LEVEL | | | | |
| | | | | O SV | Soil Vent Pipe | O WS | Waste Stack | | |

SEWER AVAILABLE

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

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

| | | | | | |
|--|-------------------------------|--|---|-----|----|
| W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. <u>1122</u> | DRAINAGE Inspected by _____ | Date of Issue _____ | PLUMBING Inspected <table border="1"><tr><td>YES</td><td>NO</td></tr></table> | YES | NO |
| | YES | NO | | | |
| | Inspector _____ | Outfall <u>N.S.</u> | Inspector _____ | | |
| | Cert. Of Compliance No. _____ | Drainer _____ | Cert. Of Compliance No. _____ | | |
| Field Diagram Examined by _____ | Plumber _____ | For Regional Manager _____ | | | |
| | Tracing Checked by _____ | Boundary Trap is not required | | | |

Connection Date: 14.4.87.

Form 77-644 (A4, No. 1) (April, '87) S217 (44) Water Board Printing Services

Disclaimer

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



RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Regulation 2010 Schedule 1 Standard Form Agreement Clause 4(1)

This agreement is in 2 parts:

Part 1 – Sets out the terms and regulations of the agreement.

Part 2 – Contains the condition report showing the condition of the premise at the start of the agreement.

PART 1

TERMS OF AGREEMENT

THIS AGREEMENT is made on **23 January, 2018** at **AUBURN NSW 2144**
between

LANDLORD

Name: **Min Zeng**

Whose Agent is

Name: **WATERS & CARPENTER**

FIRST NATIONAL REAL ESTATE (A.C.N) 001 993 102

Address: **112 SOUTH PARADE, AUBURN NSW 2144**

and

TENANT

Name: **Muhammad.Mubeen.Iftikhar & Divya.Chaudhary T898**

All Correspondence to Email:

Other people who will live at the premise:

No more than ...4.... persons may ordinarily live in the premises at any one time.

The landlord gives the tenant the right to occupy the premises at

ADDRESS: 33/27 Mary St AUBURN 2144

with **PARKING SPACE:**

RENT: The rent is **\$520.00** payable **IN ADVANCE** on the **TUESDAY** of every **WEEK** starting on **30/01/18**.

THE RENT MUST BE PAID: into the following account with a deposit book.

COMMONWEALTH BANK

WATERS & CARPENTER TRUST ACCOUNT

BSB: 062 107 ACCOUNT NUMBER: 10075766

PAYMENT DESCRIPTION: T898

TERM: The term of this agreement is **SIX MONTHS** beginning on **30/01/18** and ending on **30/07/18**.

WATER USAGE: Is the tenant required to pay separately for water usage?
(If Yes, see clauses 11 & 12)

YES ☒ NO

STRATA BY-LAWS: Are there any strata or community scheme by-laws applicable to the premise?
(If yes, see clause 35)

YES ☒ NO

CONTINUATION: At the end of the term the tenant can stay in the residential premise at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 2010) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 2010.

BOND: A Rental Bond of **\$2080.00** must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

URGENT REPAIRS (Nominated Tradesmen) (Refer Clauses 16 & 17)

ALP ELECTRICAL.....0408340052.....
DIDIN CARPENTRY.....0423242311.....
T L LOCKSMITH.....0414-856-828.....

**ELECTRICIAN
HANDYMAN
LOCKSMITH**

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

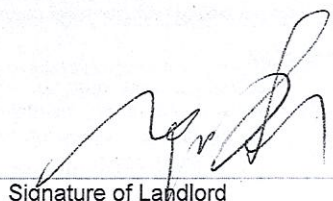
THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

In the presence of

BECHARA TAOUN

Name of Witness



Signature of Landlord

SIGNED BY THE TENANT

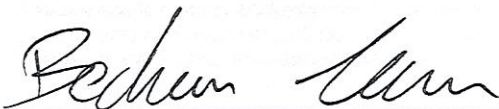
In the presence of

BECHARA TAOUN

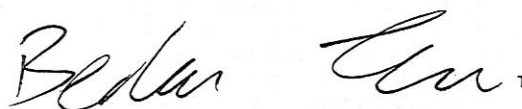
Name of Witness



Signature of Tenant

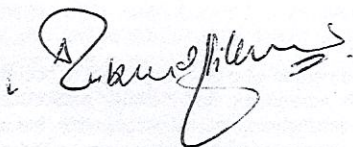


Signature of Witness



Signature of Witness

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.



Signature of Tenant



For information about your rights and obligations as a landlord or tenant, contact:

NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
your local Tenants Advice and Advocacy Service at www.tenants.org.au