

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	OXFORD AGENCY 40-42 Flinders Street Darlinghurst NSW 2010 Email: matt@oxfordagency.com.au / michael@oxfordagency.com.au	phone 0404 089 362 0418 226 881 fax ref
co-agent	Not Applicable	ref
vendor	GERARD ANTHONY GALLAGHER and ANTOINETTE LEES GALLAGHER 8 Brassie Street, North Bondi NSW 2026	
vendor's solicitor	LOUGH & WELLS 63 Smith Street, Wollongong NSW 2500 PO Box 5421, Wollongong NSW 2520 DX 5213 WOLLONGONG email: tfrater@lwlaw.com.au	phone (02) 4228 0911 fax (02) 4226 3842 ref TF:22586
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	17/3A FARRELL AVENUE, DARLINGHURST NSW 2010 Registered Plan: Lot 17 in Strata Plan SP 457 Folio Identifier 17/SP457	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor			phone	
<input type="checkbox"/> conveyancer			fax	
	email:		ref	
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares

~~GST AMOUNT (optional) The price includes GST of \$~~

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit bond** NO yes

Nominated Electronic Lodgment Network ELN (clause 4) Property Exchange Australia (PEXA)

Manual transaction (clause 30) NO yes

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

Parties agree that the deposit be invested (clause 2.9) 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 *GSTRW payment*: (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

<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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage 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 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other:</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

GK Strata Management Pty Ltd
 Locked Bag 22 Haymarket NSW 1238
 Tel: 02 8218 9999

Email:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

17/3A FARRELL AVENUE DEPT. OF BUSINESS AND CONSUMER AFFAIRS NSW 2010

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

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:

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> , at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> 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>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> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer of the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* *serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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 *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* 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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

17 /3A FARRELL AVE DARLINGHURST NSW 2010

SPECIAL CONDITIONS

33. Clause 7 is amended as follows:
- (a) In Clause 7.1.1 delete "5%" and replace with "1%".
34. Clause 8.1.1 is amended by deletion of the words "on reasonable grounds".
35. Clause 8.1.2 is amended by the deletion of the words "and those grounds".
36. Clause 16.11.1 so that in the event that there is a notice to complete the completion address is the lodgment ID of the relevant PEXA workspace.
37. Clause 25 is deleted.

NOTICE TO COMPLETE

38. It is expressly agreed by both parties hereto that fourteen (14) days shall be reasonable and adequate time for the insertion of any Notice to Complete making time of the essence of the Contract served by one party upon the other requiring completion of this Contract.

DELAY, INTEREST AND SETTLEMENT COSTS

39. In the event of delay on completion:
- (a) If the price or any part of the price is not paid by the purchaser to the vendor on the completion date, then (in addition to all other remedies available to the vendor) that part of the price not paid is to carry interest calculated at the rate of 10% computed from the completion date until the actual date of payment to the vendor (that period to include the completion date but not the date of payment).
 - (b) The purchaser does not have to pay interest during any period that completion does not occur only because the vendor is unable or unwilling to complete.
 - (c) The purchaser cannot require the vendor to complete unless interest payable under clause 3(a) is paid to the vendor on completion.
 - (d) The purchaser will pay the sum of \$330 to cover legal costs and other expenses incurred as a consequence of the delay as an additional adjustment on completion, in the event that the vendor's solicitor issues a Notice to Complete.
40. Settlement costs:
- (a) In the event that the Vendor is required by the Purchaser to attend settlement at a place nominated by the Purchaser, the Purchaser shall pay the Vendor's costs incurred by such attendance.
 - (b) The Purchaser agrees the Vendor's costs noted at \$110 (inclusive of GST) are fair and reasonable.

DEATH OR LOSS OF CAPACITY

41. Without in any manner, negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity if this clause had not been included herein it is agreed that:

- (a) if either the Vendor or the Purchaser (or if two or more persons are selling or purchasing jointly then if any one of them) shall die or become mentally ill or, being an individual, be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of the creditors, then the Purchaser (in the case of any of these events happening to the Vendor or any one of them) or the Vendor (in the case of any of these events happening to the Purchaser or any one of them) may by notice in writing to the Solicitor named herein as the other parties Solicitor rescind this Agreement whereupon the provisions of Clause 19 hereof shall apply; and
- (b) if either the Vendor or the Purchaser (or if two or more persons or Companies are selling or purchasing jointly then if any one of them) shall, being a Company, resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme or arrangement with its creditors under Part VIII of the Companies (New South Wales) Code or if a Receiver or Official Manager of it shall be appointed, then that party (and its joint Vendor(s) or joint Purchaser(s) as the case may be shall be deemed to be in default hereunder.

RESTRICTIONS ON PURCHASER

42. The Purchaser acknowledges that:

- (a) should the Purchaser make application for a Building Certificate to issue in relation to the property (hereinafter in this clause called "the Certificate") the Purchaser shall do so at the Purchaser's expense;
- (b) no objection, requisition or claim for compensation shall be made in relation to any matter or thing contained within or referred to in the Certificate;
- (c) in the event that the relevant Council refuses to issue the Certificate such refusal or the reasons or facts giving rise to such refusal shall not constitute any defect in the Vendor's title and the Purchaser shall make no objection, requisition or claim for compensation by reason of such refusal to issue or the delay in the non-issue of the Certificate nor shall the Purchaser be entitled to rescind this Agreement on account thereof for any reason;
- (d) the Vendor shall not be required nor be under any obligation to effect any works or expend any moneys in relation to work that needs to be done to enable Council to issue the Certificate nor to conform with any requirements made by Council in relation to the issue or non-issue of the Certificate;
- (e) completion of this Agreement shall not be delayed in consequence of any matter attendant upon the application for or the failure to obtain or refusal to issue the Certificate.

43. No objection shall be taken, nor requisition raised by the Purchaser if it should be found that any boundary or the land in the said Certificate of Title be not fenced or that any boundary fence or wall shall not be on or within such boundary.

44. The Purchaser acknowledges that this Contract and further conditions annexed hereto set out all the terms, conditions, warranties and arrangements between the parties and accepts this Contract as the whole agreement between the parties.

45. The purchaser warrants to the vendor that the purchaser has not been introduced to the property by any estate agent or agency (other than the agent or agency (if any) nominated in this contract), and hereby agrees to indemnify the vendor against any claim by any estate agent or agency due to the purchaser's breach or alleged breach of this warranty to the

intent that all damages costs and expenses on a solicitor and client basis which may be incurred by the vendor in respect of any such claim or alleged claim shall be paid by the purchaser to the vendor. The vendor warrants to the purchaser that the vendor has not given any estate agent or agency (other than the agent or agency (if any) nominated in this contract) a sole or exclusive agency for the sale of the property. This clause shall not merge on completion.

46. The purchaser shall accept the title and shall comply with this contract notwithstanding that the property may be subject to a charge for any unassessed land tax at the date of completion. The purchaser will on settlement accept the vendor's undertaking to pay all such land tax (subject to any necessary adjustment thereof).
47. Without limiting the generality of the foregoing, the purchaser shall not be entitled to make any objection requisition or claim for compensation arising from the fact that any lease attached to this contract is not properly executed by the lessor and/or the lessee.
48. The Purchasers acknowledge having inspected the property and inclusions (if any) prior to entering into this Contract and rely entirely upon their inspection and do not rely upon any warranty, representation or statement made by the Vendors, their agent or any other person purporting to represent the Vendor in respect of the condition or state of repair of the property and inclusions and accepts the property and inclusions in their present state of repair and shall not require the Vendors to contribute to the cost of or carry out any work required by any Financial Institution, the Council pursuant to any application for a Building Certificate pursuant to the Local Government Act or otherwise.
49. The Purchasers acknowledge that they are purchasing the property:
 - (a) In its present condition and state of repair;
 - (b) Subject to all defects latent and patent;
 - (c) Subject to any infestations and dilapidation; and
 - (d) Subject to all existing water, sewerage, drainage and plumbing services and connection in respect of the property.

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

REDUCED DEPOSIT

50. If the vendor agrees in writing to accept a payment of less than 10% of the price on the contract date the purchaser specifically acknowledges and agrees that the deposit payable, in consideration of the vendor entering the contract with the purchaser, is the sum representing 10% of the price which is payable as follows:
 - (a) to the deposit holder the amount being 5% of the price on the contract date; and
 - (b) to the vendor by unendorsed bank cheque the amount being 5% of the price on the earlier of the date of actual completion or demand and in this respect time is of the essence.

The provisions of this clause shall not merge on completion or termination of this contract to the extent that the same may be relied upon by the vendor in enforcing the recovery of the payment of the 10% deposit, or any part thereof which remains unpaid, without affecting or diminishing such other rights available to the vendor under this contract whether at law or in equity arising from any default by the purchaser.

In the event that this clause applies and notwithstanding clause 2.9, the parties further agree as follows:

50.1 That part of the deposit which has been paid by the purchaser shall be invested by the deposit holder if the vendor so instructs the deposit holder; and

50.2 All interest earned on such investment is to be retained by the vendor.

SWIMMING POOL

51. The vendor does not warrant that any spa and/or swimming pool on the property complies with the requirements imposed by the Swimming Pool Act 1992 or the Local Government Act 1993 and the regulations prescribed by those Acts and the purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract because of any such non-compliance.

AUCTION

52. These conditions replace "**Auction – Conditions of Sale**" on page 3 of the printed Contract.

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

(a) *Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*.

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

- i. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- ii. A bid for the seller 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 seller.
- iii. The highest bidder is the purchaser, subject to any reserve price.
- iv. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- v. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- vi. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- vii. A bid cannot be made or accepted after the fall of the hammer.
- viii. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (c) The following conditions, in addition to those prescribed by subclause (a), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- i. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - ii. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - iii. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

COVID-19

53. This clause applies for the benefit of both parties whilst ever the Commonwealth Government, New South Wales State Government or Local Government area in which the property is situated is managing the Covid-19 outbreak as a Health Emergency or State Emergency.
54. Should either party:
- (a) Contract the Covid-19 virus, or
 - (b) Be placed in isolation, or
 - (c) Be directed to self-isolate or
 - (d) Need to care for an immediate member of their household or family in the property ("the immediate member") and that person is directly affected by (a) to (c) above ("the affected party") THEN the parties agree that the following provisions apply.
 - i. The other party cannot issue a notice to complete on the affected party until such time as the affected party or the immediate member has been medically cleared by a general practitioner or other medical specialist and permitted to leave the property.
 - ii. The affected party seeking the benefit of this clause must provide suitable documentation to the other party to substantiate 2(a) to (d) above.
 - iii. The Completion date of this contract is to then be seven (7) days from the date from which the affected party is permitted to leave the property.
 - iv. If the vendor is the party seeking benefit of this clause then the vendor shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 17/SP457

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
14/2/2023	10:10 AM	7	23/6/2015

LAND

LOT 17 IN STRATA PLAN 457
AT KINGS CROSS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

GERARD ANTHONY GALLAGHER
ANTOINETTE LEES GALLAGHER
AS JOINT TENANTS

(T AJ592384)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP457

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op10210001

PRINTED ON 14/2/2023



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP457

SEARCH DATE	TIME	EDITION NO	DATE
14/2/2023	10:10 AM	12	30/9/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 457
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGS CROSS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP457

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 457
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- GK STRATA MANAGEMENT
LOCKED BAG 22
HAYMARKET NSW 1238

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A666457 COVENANT
- 3 B348300 RIGHT OF WAY AFFECTING THE PART SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 4 B348300 EASEMENT FOR OVERHANGING PIPES, DOWNPIPES, EAVES
AND GUTTERING AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 5 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974
- 6 AP41709 INITIAL PERIOD EXPIRED
- 7 AS508865 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 59200)

STRATA PLAN 457

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 2500	2	- 2500	3	- 2800	4	- 2500
5	- 2500	6	- 2800	7	- 2500	8	- 2500
9	- 2500	10	- 2800	11	- 2500	12	- 2500
13	- 2800	14	- 2500	15	- 2500	16	- 2500
17	- 2800	18	- 2500	19	- 2500	20	- 2800

END OF PAGE 1 - CONTINUED OVER

op10210001

PRINTED ON 14/2/2023

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP457

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 59200) (CONTINUED)

STRATA PLAN 457

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	- 2500	22	- 2500	23	- 2400		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op10210001


PRINTED ON 14/2/2023

Obtained from NSW LRS on 14 February 2023 09:10 AM AEST

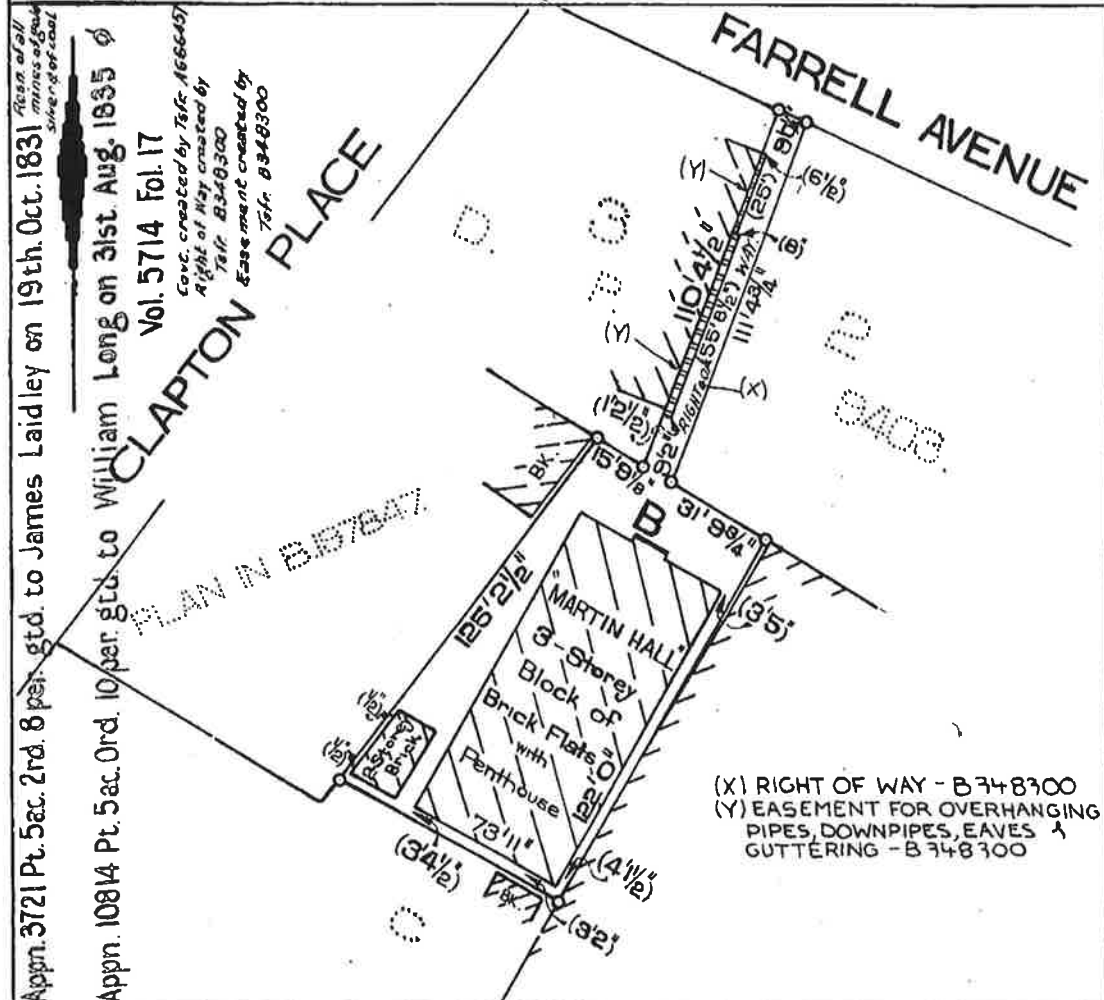
© Office of the Registrar-General 2023

* 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. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.

Mun./Shire/City Sydney
 Locality Kings Cross
 Reference to Title Vol. 5714 Fol. 17
 Parcel comprises (a) Whole of (b) Lot B on
Plan annexed to dealing
B.197847
 Parish Alexandria County Cumberland
 The address for service of notices on the body corporate is - The Registered Proprietor Strata Plan No 457
"Martin Hall" Farrell Avenue, Kings Cross

Registered:  22/11/63
 C.A.: 29/1963 of B.7-1963 & 14-10-1963
 Ref. Map: Parish
 Last Plan: B.197847 D.P. 9403# 90(W)#

(a) State if whole or part.
 (b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.



External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite

Schedule of Unit Entitlement		OFFICE USE ONLY		Norman Temple Banks, 115 Pitt Street Sydney, a surveyor registered under the Surveyors Act, 1932, as amended, hereby certifies that:
Lot No.	Unit Entitlement	Vol.	Fol.	
	See Sheet Two			(1) the building erected on the parcel described above is within the external boundaries of the parcel (4) subject to clause (2) of this certificate; (2) cover and gutters of the building project beyond such external boundaries and on appropriate easement has been granted as an appurtenance of the parcel by registered Transferable. Dated 6th November 1962 Signature <i>Norman T. Banks</i> Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961. Date 8th July, 1963 and 14th October, 1963. Submission No. 29/1963 <i>B.W. Khoury</i> Acting Council Clerk
AGGREGATE				

(c) Delete if inappropriate

Plan of all mines of coal situated of coal
 Appn. 3721 Pt. 5ac. 2rd. 8 per. gtd. to James Laidley on 19th Oct. 1831
 Appn. 10814 Pt. 5ac. Ord. 10 per. gtd. to William Long on 31st Aug. 1835
 Vol. 5714 Fol. 17
 Conv. created by Tfc. 166645
 Right of Way created by Tfc. B.348300
 Easement created by Tfc. B.348300
 Tfc. B.348300

STRATA PLAN No. 457

Schedule of Unit Entitlement		OFFICE USE ONLY	
Lot N ^o	Unit Entitlement	Current Cs of T.	
		Vol.	Fol.
1	2500	9597	101
2	2500	9597	102
3	2800	9597	103
4	2500	9597	104
5	2500	9597	105
6	2800	9597	106
7	2500	9597	107
8	2500	9597	108
9	2500	9597	109
10	2800	9597	110
11	2500	9597	111
12	2500	9597	112
13	2800	9597	113
14	2500	9597	114
15	2500	9597	115
16	2500	9597	116
17	2800	9597	117
18	2500	9597	118
19	2500	9597	119
20	2800	9597	120
21	2500	9597	121
22	2500	9597	122
23	2400	9597	123
AGGREGATE	59200		



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 457

FEET INCHES METRES

-	0 1/2	0.015
-	6 1/2	0.165
-	8	0.205
1	2 1/2	0.37
3	2	0.965
3	4 1/2	1.03
3	5	1.09
4	1 1/2	1.255
9	0 1/4	2.75
9	2	2.795
15	9 1/8	4.805
25	-	7.62
31	9 3/4	9.695
55	8 1/2	16.98
73	11	22.53
110	4 1/2	33.64
111	4 3/4	33.955
122	-	37.189
125	2 1/2	38.165

SQ FT

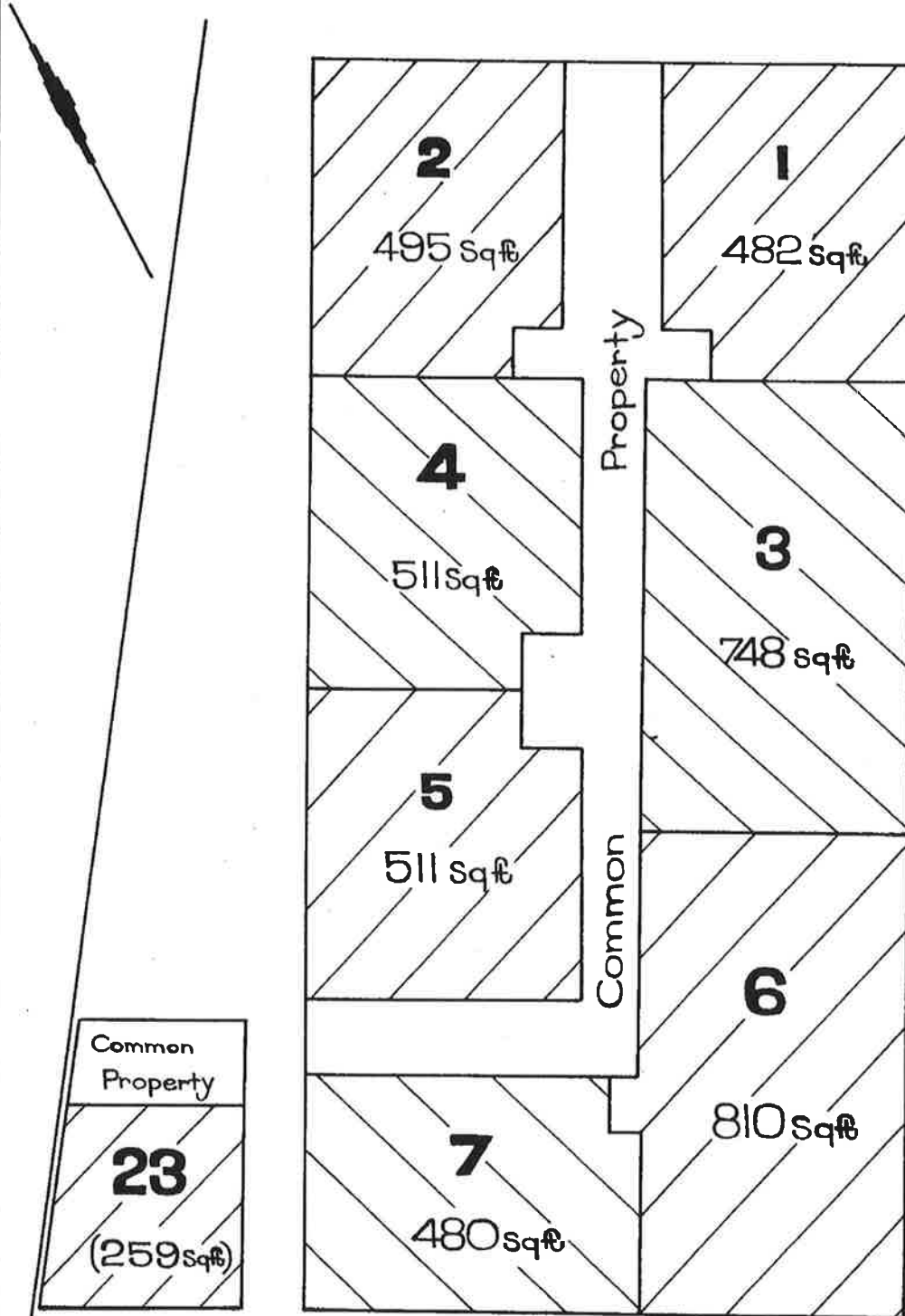
SQ M

259	24.1
363	33.7
370	34.4
480	44.6
482	44.8
495	46
510	47.4
511	47.5
626	58.2
629	58.4
748	69.5
810	75.3

[Signature]
 Council Clerk.
 Town

STRATA PLAN No. 457

Ground Floor

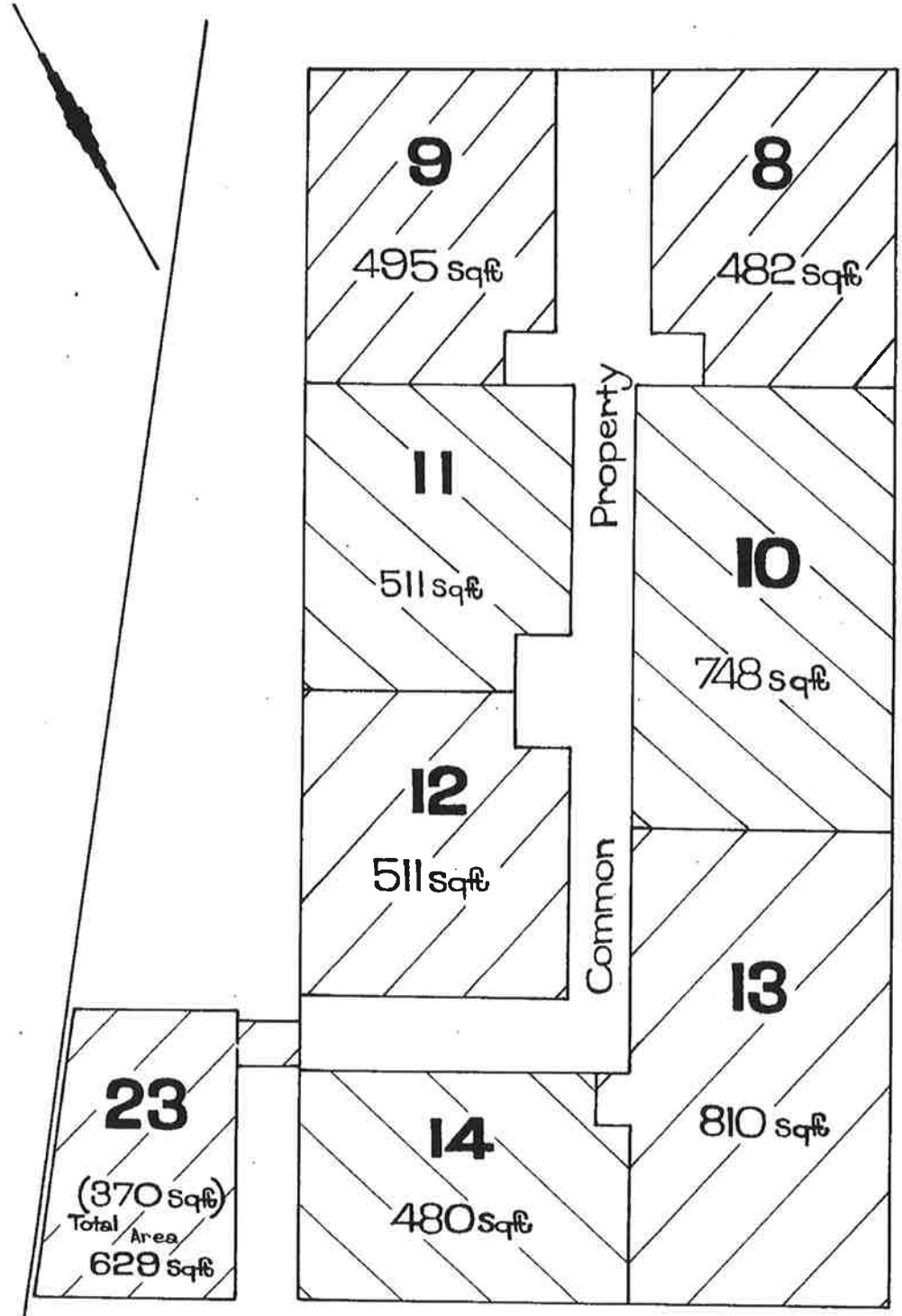


Lot 23 is a two-Storey unit (see also sheet N^o 4)

[Signature]
TOWN CLERK
Council Clerk.

STRATA PLAN No. 457

First Floor

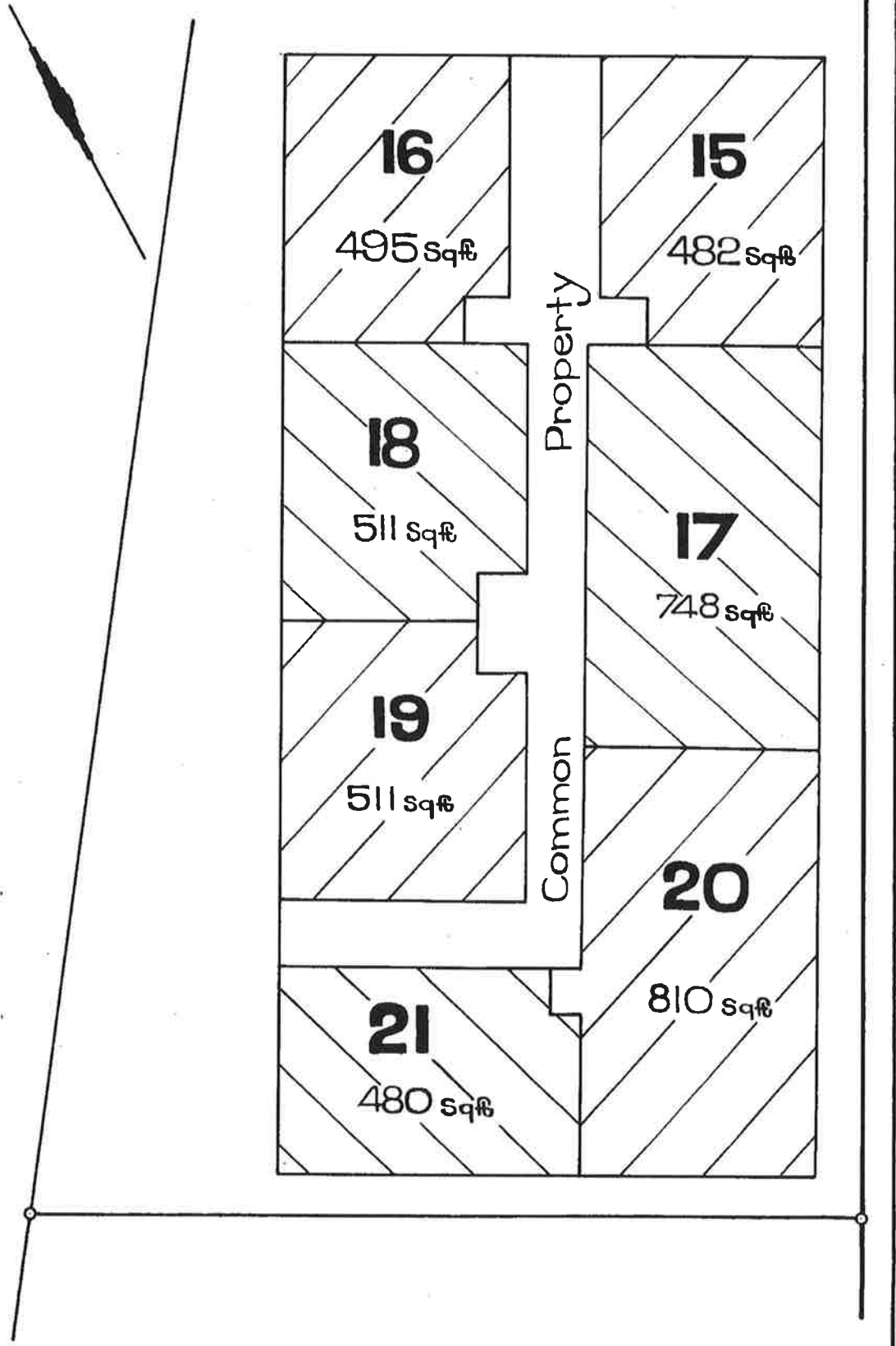


Lot 23 is a two storey unit (see sheet N°3)

[Signature]
Council Clerk

STRATA PLAN No. 457

Second Floor

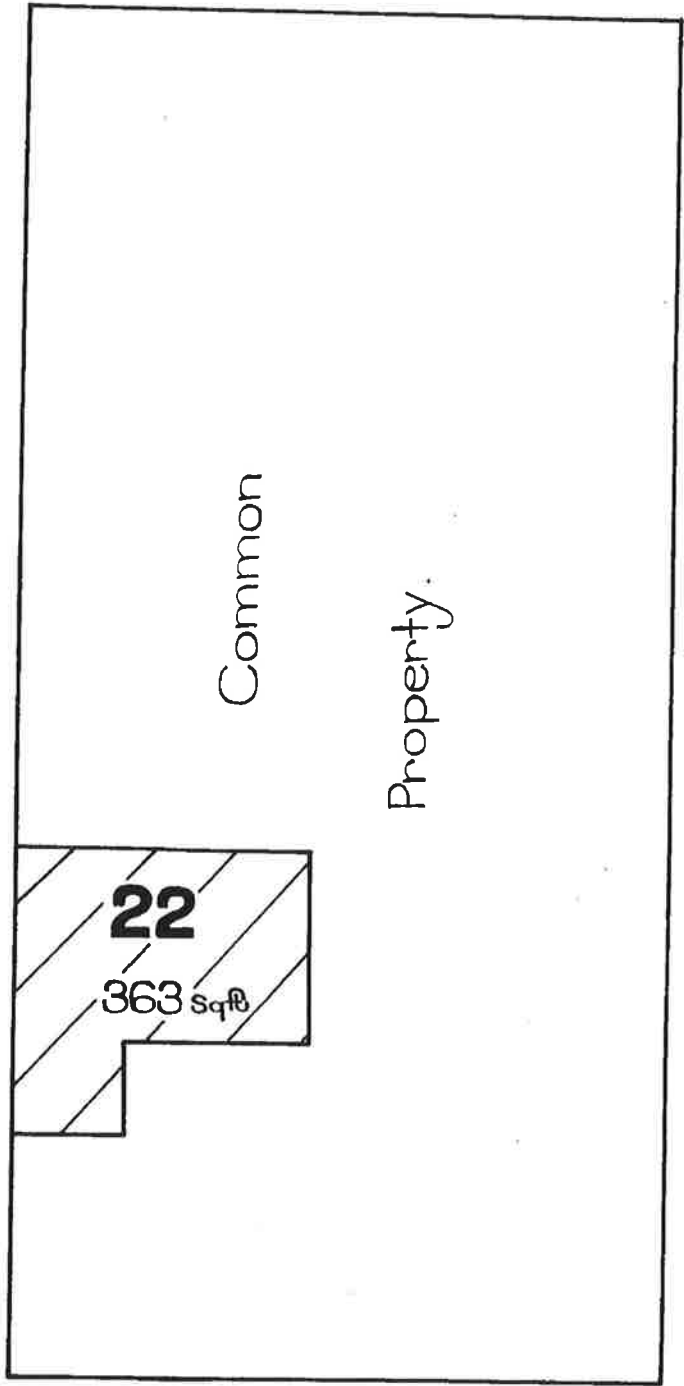


[Signature]
Council Clerk.

STRATA PLAN No. 457

Third Floor

Penthouse



Common

Property.

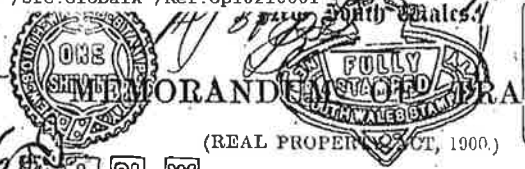


22

363 sqm

[Signature]
Council Clerk

Search *ma*
Transfer.....
Endorsement.....
Certificate.....



A666457H

FEE SIMPLE

16.2.91

a Name, residence, occupation, or other designation, in full, of transferor.
I, WE THOMAS POLLARD SAMPSON of Sydney Architect and HAROLD MINTON TAYLOR of Sydney Solicitor

A666457

b If a less estate, strike out "in fee simple," and interline the required alteration.
being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified

c All subsisting encumbrances must be noted hereon. (See page 2.)
by memorandum underwritten or endorsed hereon, in consideration of
d If the consideration be not pecuniary, state its nature concisely.
Two thousand two hundred and fifty (£2250.0.0)

16.2.91
22.2.91
paid to us
DAVID THOMAS RUSH
of Sydney Clerk and ROSE MAY CRAIG
of Paddington Widow

e Name, residence, occupation, or other designation, in full, of transferee.
paid to ^{us} ~~me~~ by DAVID THOMAS RUSH of Sydney Clerk and ROSE MAY CRAIG of Paddington Widow

If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.
do hereby transfer to the said DAVID THOMAS RUSH and ROSE MAY CRAIG as joint tenants.

g Area in acres, or perches.
ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings

h Parish or town and county.
situate in Parish of Alexandria County of Cumberland

i "The whole" or "part as the case may be."
j "Crown grant," or "Certificate of Title," being part of the land comprised in Certificate of Title

k State out if not appropriate.
dated 18th October 1918 registered volume No. 2884 folios 192 and 190
and being lot 14 shown on Deposited Plan 9403 subject however to the conditions noted thereon AND THE said DAVID THOMAS RUSH and ROSE MAY CRAIG DO HEREBY for themselves their heirs Executors Administrators and transferees and so that the covenants hereinafter contained shall run with the said land and bind all future registered proprietors of the said land and every part thereof covenant and agree with the said Thomas Pollard Sampson and Harold Minton Taylor their heirs Executors and administrators in manner following that is to say:-
(a) That no erection or building or portion thereof shall without the consent of the City Surveyor be built or erected or project or overhang the space of thirteen feet lying between the southern building shown on the said deposited plan and the southern boundary of Rosebank Avenue or any part of such space and that the said space shall be laid out and kept by the owner thereof for the time being at his own cost and expense and to the satisfaction of the City Surveyor.
(b) That no fences adjoining Rosebank Avenue and no side fences so far as such fences lie between the said building line and the southern boundary of the said Avenue shall be erected except dwarf walls with or without iron railings shall be erected to the design and to the approval and satisfaction of the City Surveyor by and at the cost and expense of the owner for the time being of the land upon which the same are erected
[Rule up all blanks before signing.] (over)

These references will suffice, if the whole land in the grant or certificate be transferred.
But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: "as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz.:-"
Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.
The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

p See note "c," page 1.
A very short note of
the particulars will
suffice.

(c) That no temporary building and no hoarding of any kind shall be erected on any part of the land hereby sold excepting sheds workshops to be used for the works incidental to and during the time of erection of any premises to be built thereon and any such shed or workshop shall be removed immediately upon the completion of the premises in respect of which it was used and the said lands shall be cleaned up to the satisfaction of the City Surveyor and thereafter - shall be kept free from rubbish

(d) That the Municipal Council of Sydney may at any time hereafter should it deem it advisable to widen the said Avenue or any extension thereof (which together are hereafter referred to as the said Avenue) to sixty six feet resume the land up to the said building line being a distance of thirteen feet from the southern side of the said Avenue for the purpose of widening the said Avenue and for no other purpose without payment of any compensation for such resumption or any improvements or erections thereon or for disturbance or severance or on any other account whatsoever and upon such resumption being made all fences walls and other erections on the land resumed shall be forthwith removed by the owner or owners for the time being of the resumed land at his or their own cost and expense and if not so removed within sixty days after receipt of notice from the said Council so to do the same may be removed by and shall become the property of the said Council.

(e) That in the event of any buildings being erected upon the land hereby --- transferred the same shall not be used for hospital purposes.

(f) The land to which the benefit of the covenant is intended to be appurtenant is the whole of the land in Deposited Plan No. 9403

led (g) ~~The land which is to be subject of such covenant is the whole of the land in Deposited Plan No. 9403.~~

led (h) The person by whom or with whose consent the covenant may be released varied or modified is the City Council and the Registered Proprietors for the time being of the land to which the covenant is appurtenant.
Subject to the reservations and conditions in Certificate of Title.

[Rule up all blanks before signing.] /

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Repeat attestation for additional parties if required.

In witness whereof, ~~WE~~ have hereunto subscribed ^{our} ~~my~~ names at SYDNEY the *thirty-first* day of *January* in the year of our Lord one thousand nine hundred and twenty-one

Signed in my presence by the said

THOMAS POLLARD SAMPSON
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the -
said HAROLD MINTON TAYLOR who
is personally known to me :-

T.P. Sampson
Transferor.*
H. Minton Taylor

R.G. Thomas
Lawyer
with calls Allen & Henley
Sydney

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

o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

DAVID THOMAS RUSH and
ROSE MAY CRAIG

WHO IS PERSONALLY KNOWN TO ME

C. Sweetman
Attest
Sydney

D. J. Rush
R. M. Craig
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the

day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.

Not required if the instrument itself be made or acknowledged before one of these parties.

r Name of witness and residence.

s Name of Transferee.

t Name of Transferee.

u Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

N^o. 666457 Memorandum of Transfer of

Lodged by

(Name)

(Address)

VIDE 21 6555
 Dep. Reg. Genl.
 15.2.1921

Lot 13
 of Pt. 9403

at Darlinghurst
 Sydney
 of the Alexandria
 Premier Lane & Rosebank
 Street
 subject to Covenants.

Transferor.

David Thomas Ruck
 Rose May Craig
 as joint tenants

Particulars entered in the Register Book, Vol.

2804 Folio 191 & 192.

the 25th day of February 1921
 at ~~minutes~~ 10 o'clock
 in the fore noon.

[Signature]



Registrar General

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	28 FEB 1921	[Initials]
RECEIVED FROM RECORDS		
DRAFT WRITTEN	28 FEB 1921	[Initials]
DRAFT EXAMINED		
DIAGRAM COMPLETE	28.2.21	NVS
DIAGRAM EXAMINED	28	[Initials]
DRAFT FORWARDED		
RETD. TO RECORDS (REQUISITM. REGISTR.)		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	2.3.21	DM
DEP. REGISTRAR GENERAL		

VOL. 3161 FOL. 2

A 666457

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Tenants in common must receive separate Certificates, and will be required for such additional Certificate.
 The fees on transfer are 20s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 20s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *de facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

1. sold 18/ to [Signature]

New South Wales,
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

File No. 24 APR 1926 1141

Lodgment No. 126

Part of 126

County 126

Parish 126

State of 126

Vol. 126

Fol. 126

Trusts must not be disclosed in the transfer.

If the estate is not in fee simple, and interline the required alteration.

If to two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in Certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision of the land and plan annexed in connection with the transfer, the transferee should be advised about the requirements of the Local Government Act 1919. Here also should be set forth any right of way, easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read out and explained to him, and that he appeared fully to understand the same.

I, ARTHUR WILLIAM COLEMAN of Darlinghurst, Builder (herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of SIXTEEN THOUSAND TWO HUNDRED AND FIFTY POUNDS (£16250-) (the receipt whereof is hereby acknowledged) paid to me by **B348300**
FREDERICK HENRY LEWIS MASHMAN of Sydney Tailor and MORICE EDWARDS of Sydney Bank Officer (herein called transferee)

do hereby transfer to the said transferees as joint tenants ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

(a) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Alexandria	the whole	2719	46

And the transferee covenants with the transferor and for the consideration aforesaid the transferor hereby transfers to the transferees as joint tenants the land shown in the sketch plan hereon and also the coloured brown on the sketch plan hereon and also the land comprised in Certificate of Title registered Volume 2719 Folio 200 and also an easement in respect of overhanging pipes, eaves and gutters overhanging on the eastern side of the said land over part of the land edged brown as aforesaid and the transferees covenants with the transferor to pay one half of the cost of repairing and of the upkeep of the said land coloured brown as aforesaid any dispute in connection herewith to be referred to arbitration under the provisions of the Arbitration Act 1908.

Vol 2719 Fol 200 Diagram showing easement of eaves etc. to south.

ENCUMBRANCES, &c., REFERRED TO:

Reservations in Grant of all Mines of Gold and of Silver Conditions contained in Transfer Regd. No. A 666457 B269873 Lease to William Baker of Darlinghurst, Civil Servant.

Signed at Sydney the twenty first day of April 1926.
 (Signed in my presence by the transferor)
Arthur William Coleman
 Transferrer.

WHO IS PERSONALLY KNOWN TO ME
William Baker
 Clerk to J. A. Selby, Sydney.

I the above-named William Baker hereby consent to this Transfer
 Signed, As Lessee under Memorandum of Lease No. B277054
William Baker

And we Violet Louisa Walker (Mortgagee under Memorandum of Mortgage No. B221920) and Robin Gordon Gale (Mortgagee under Memorandum of Mortgage No. B230438) hereby consent to this transfer.
Violet Louisa Walker
Robin Gordon Gale
 for the purposes of the Real Property Act.

Signed in my presence by the said Violet Louisa Walker and Robin Gordon Gale
F. H. L. Mashman
 Transferee.

WHO IS PERSONALLY KNOWN TO ME
Arthur William Coleman
John Baker

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No. **B 348300**

LODGED BY



CONSENT OF MORTGAGEE.

I, *[Name]* mortgagee under Mortgage No. *[Number]*,
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at *[City]* this *[Day]* day of *[Month]* 19*[Year]*

Signed in my presence by *[Name]* who is personally known to me.



MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
 (To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *[Number]* Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at *[City]* the *[Day]* day of *[Month]* 19*[Year]*
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at *[City]*, the *[Day]* day of *[Month]*, one thousand nine hundred and twenty *[Year]*, the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said *[Name]* is *[Name]* own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

This form is not appropriate in cases of Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (W.V. Facilities) Act, 1917.
 Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
 May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Activities. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of
 Acres *[Number]* roods *[Number]* perches *[Number]*
 of lot 3 of 9403
 (together with Right of way and
 Shire easement for overhanging eaves etc.)
 Municipality *[City of Sydney]*
 Parish *[Alexandria County]*
 Frederick Henry Lewis Mashman and
 Morien Benjamin Edwards Transferees

DOCUMENTS LODGED HEREWITH.		
To be filled in by person lodging dealings.		
Nature.	No.	Reg'd. Propr., M'gor., etc.
	3719/46	

Particulars entered in Register Book, Vol. 3719 Fol. 46
 & Vol. 3767 Fol. 200
 the 8th day of June 1926
 at *[City]* minutes 12 o'clock in the noon.
[Signature]
 Registrar General

PROGRESS RECORD		Initials	Date
Sent to Survey Branch			
Received from Records			
Draft written			
Draft examined			
Diagram prepared			
Diagram examined			
Draft forwarded			
Supt. of Engrossers			
Cancellation Clerk			
Vor.	Fol.		
Diagram Fees			
Additional Folios			

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General, or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace, or New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
 The fees are—Lodgment fee 12/6 (includes engrossment on first certificate, and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, and the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

[Handwritten notes]



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

AP41709S

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

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property: CP/SP 457	
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN
	Reference: GK - Lisa Branson	CODE CH

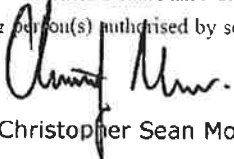
- (C) The Owners-Strata Plan No. 457 certify that a special resolution was passed on 15/10/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. BY-LAWS 1,3,4,5,15,16,19
Added by-law No. BY-LAWS 1,3,4,5,15,16,19,20,21,22,SPECIAL BY-LAWS 4, 5 & 6
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

OFF SRL
LTS (x3)
ON CDRL
CI

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 457 was affixed on 10/01/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Christopher Sean Moran

Authority: Licensee-in-charge - GK Strata Management P/L
Strata Managing Agent

Signature:

Name:

Authority:



ANNEXURE A

STRATA PLAN 457

TABLE OF CONTENTS

By-law 1 - Noise 3
By-law 2 - Vehicles 3
By-law 3 - Obstruction of common property 3
By-law 4 - Damage to lawns and plants on common property 3
By-law 5 - Changes to common property 3
By-law 6 - Behaviour of owners and occupiers 3
By-law 7 - Children playing on common property in building 4
By-law 8 - Behaviour of invitees 4
By-law 9 - Depositing rubbish and other material on common property 4
By-law 10 - Drying of laundry items 4
By-law 11 - Cleaning windows and doors 4
By-law 12 - Storage of inflammable liquids and other substances and materials 4
By-law 13 - Moving furniture and other objects on or through common property 4
By-law 14 - Floor coverings 4
By-law 15 - Disposal of waste - shared bins 5
By-law 16 - Keeping of animals 5
By-law 17 - Appearance of lot 5
By-law 18 - Notice board 6
By-law 19 - Change in use or occupation of lot to be notified 6
By-law 20 - Smoke penetration 6
By-law 21 - Preservation of fire safety 6
By-law 22 - Compliance with planning and other requirements 6
Special by-law no. 1 - Works lot 17 6
Special by-law no. 2 - Damage to common property 8
Special by-law no. 3 - Service of documents on owner of a lot by owners corporation 8
Special by-law no. 4 - Fire alarms 8
Special by-law no. 5 - Air conditioning units 9
Special by-law no. 6 - Exclusive use lot 18 13



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By-law 1 - 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.

By-law 2 - Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

By-law 3 - Obstruction of common property

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

By-law 4 - Damage to lawns and plants on common property

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

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

By-law 5 - 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.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

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

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10 - Drying of laundry items

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.

By-law 11 - Cleaning windows and doors

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

By-law 12 - Storage of inflammable liquids and other substances and materials

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

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

By-law 13 - Moving furniture and other objects on or through common property

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 strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14 - Floor coverings

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

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

By-law 15 – Disposal of waste – shared 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) 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.

By-law 16 – Keeping of animals

- (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.

By-law 17 – Appearance of lot

- (1) 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.
- (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 10.

By-law 18 - Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-law 19 - 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 14 days before the change occurs or a lease or sublease commences.

By-law 20 - Smoke penetration

(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.

By-law 21 - Preservation of fire safety

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

By-law 22 - 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.

Special by-law no. 1 - Works lot 17

On the following conditions, the proprietor for the time being of Lot 17 ("the proprietor") shall have a special privilege in respect of the common property to install a 1140 x 700 Velux Sky-light to the roof of the building to service his lot ("the works").

Conditions:-

1. The proprietors shall undertake the works:-

(i) by a contractor who is duly licensed according to the provisions of the Building Services Corporation Act 1989;

(ii) in compliance with Australian Standards AS1684 (Timber Framing) and AS1720 (Timber Code);

(iii) in accordance with the manufacturer's recommendations; and

(iv) in accordance with the requirements and recommendations of Dermot O'Brien, engineer, set out in his letter of 25th November 1994.

2. Prior to commencing the works, the proprietor shall obtain the consent of the Body Corporate to the location in which he proposes to install the skylight.

3. The proprietor, at his own cost, shall provide the Body Corporate with a certificate of a duly qualified structural engineer, nominated by the Body Corporate, that the installation of the skylight when completed:-

(i) will not affect the structural integrity of the building or any part of it; and

(ii) will not permit the ingress of water into any part of the building not intended for the conduct of water.

The proprietor shall undertake any works required by the engineer to permit him to certify in these terms.

4 The proprietor shall not access the roof or permit others to access the roof, through the sky-light and shall keep security bars on the outside of the sky-light strong enough to prevent a person from falling through the sky-light.

5. If, in the course of or as a result of the Body Corporate's redevelopment of the roof to the building, the Body Corporate's engineer advises that the sky-light must be removed, the proprietor, at his own cost, shall remove the sky-light and make good any damage to the common property resulting from the removal.

6. The proprietor shall indemnify the Body Corporate against the following:-

(i) any liability or expense which would not have been incurred if the sky-light had not been installed;

(ii) any damage to the sky-light caused by the Body Corporate in undertaking any work referred to in the Section 64 of the Strata Titles Act 1973 or in exercising the power of entry conferred by that section; and

(iii) any increase in insurance premium or excess attributable to the works.

7. The proprietor shall not permit the works to be undertaken except between the hours of 8.00am and 5.00pm, Monday to Friday (inclusive), excluding public holidays.

8. Subject to any amendment to the by-laws from time to time the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

9. The proprietor shall maintain the sky-light and its ancillary fittings and fixtures in a state of good and serviceable repair, and shall renew or replace them whenever necessary.

10. The proprietor shall repair any damage to the common property caused by him or his agents or contractors in the course of the works or in carrying out any of his obligations under this by-law.

11. The works must be undertaken in such a way as to cause minimum disturbance and inconvenience to the other residents of the strata scheme.

12. The proprietor shall pay all costs, including legal costs, incurred by the Body Corporate in or about the making and registration of this by-law.

Special by-law no. 2 – Damage to common property

The owner of a lot must indemnify the Owners Corporation against any expense it incurs in rectifying damages to the common property or the personal property of the Owners Corporation, and against any liability to rectify damage to such property, being damage in either case caused by an occupier of his/her lot or by an invitee to his/her lot. For the purposes of this by-law, "expense" includes:-

1. All reasonable costs and expenses incurred by the Owners Corporation in the conduct of legal proceedings or the dealing with or negotiation of a claim concerning such damage; and
2. Any damages or costs for which the Owners Corporation is adjudged liable by reason (solely or inter alia) of the damage.

Special by-law no. 3 – Service of documents on owner of a 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.

Special by-law no. 4 – Fire alarms

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
- (b) **Common Property** means the common property in strata scheme 457.
- (c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
- (d) **Fire Alarm Costs** means:
- (i) any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2014* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(f)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
- (e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (f) **Lot** means a lot in strata scheme 457.
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2 CONDITIONS

2.1 An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.

2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.

2.3 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

Special by-law no. 5 – Air conditioning units

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is
 - (i) audible from outside the Lot;
 - (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
 - (iii) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

(c) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (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 to a minimum of \$10,000,000);

(ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and

(iii) workers compensation insurance, if required.

(d) **Lot** means a lot in strata scheme 457.

(e) **Owner or Occupier** means the owner or occupier of a Lot from time to time.

(f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.

(g) **Required Documents** means:

(i) existing plans, specifications, drawings;

(ii) proposed plans, specifications and drawings specifying the location of the Works and the proposed legally compliant location for the condensation run-off;

(iii) if the plans and drawings do not adequately describe the works, a description of the works;

(iv) details of the proposed air conditioning unit, such as, the model, the size, manufacturer and colour;

(v) specifications of an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation); and

(vi) any other document reasonably required by the Owners Corporation.

(h) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(i) **Works** means all building works done or required to be done by an Owner or Occupier, and all related services supplied or required to be supplied, to effect the installation of the Air-conditioning.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

**PART 2
GRANT OF RIGHT**

2.1 The Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by-law.

**PART 3
CONDITIONS**

**PART 3.1
Air-conditioning**

3.1. (a) The Air-conditioning must:

- (i) comply with all relevant Standards and any applicable law;
- (ii) be a split-system or inverter split system air-conditioner;
- (iii) be manufactured by Mitsubishi, Fujitsu or a similar brand;
- (vii) not produce unreasonable levels of noise.

(b) Any appliance forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the rest of the scheme including any other such Lots.

(c) Any external appliance, including any external condenser unit, forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the scheme, including any other such Lots.

**PART 3.2
Before commencement**

3.2 Before commencement of the Works the Owner or Occupier must:

(a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the works;

(b) obtain written approval for the Works from the Owners Corporation which may be in the form of an approval under section 108 or 143 of the Act granted to an Owner;

(c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

(d) include, in any application for consent from Council or a private certifier, a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;

(e) effect and maintain Insurance and provide a copy to the Owners Corporation.

**PART 3.3
During construction**

3.3 Whilst the Works are in progress the Owner or Occupier must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) ensure that any skip bin used in relation to the Works are placed in either a visitor's or Owner's or Occupier's car parking space;
- (h) ensure that any skip bin used in relation to the Works that is placed in a visitor's car parking space is removed within 24 hours from the time it was placed in that area;
- (i) ensure that any employees, contractors or agents used to conduct the Works park their vehicles in either the Owner's or Occupier's car parking space or in a visitor's car parking space;
- (j) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (l) remove all debris resulting from the Works immediately from the building; and
- (m) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.4
After construction

3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

PART 3.5
Enduring rights and obligations

3.5 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (a) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;

- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Special by-law no. 6 – Exclusive use lot 18

**PART 1
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

(a) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is

- (i) audible from outside the Lot;
- (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
- (iii) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

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

(c) **Lot** means lot 18 in strata scheme 457.

(d) **Owner** means the owner of the Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.

(f) **Works** means the already installed works relating to the installation of Air-conditioning in the Lot.

(g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
GRANT OF RIGHT**

2.1 The Owner is authorised to keep the Works and is granted the exclusive use of the Exclusive Use Area.

**PART 3
CONDITIONS**

**PART 3.1
General Conditions**

3.1 The Owner must without reasonable delay provide the Owners Corporation with a copy of:

- (a) any certificate or certification required by an Authority to certify the Works; and
- (b) all necessary approvals from any Authorities in respect of the Works.

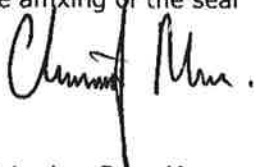
**PART 3.2
Enduring rights and obligations**

3.2 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

The seal of The Owners – Strata Plan No. 457
was affixed on 10 January 2019
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal

Signature:



Name: Christopher Sean Moran

Authority: Licensee-in-Charge
GK Strata Management P/L
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. 457
was affixed on 10 January 2019
in the presence of the following person(s) authorised
by Section 273 of the Strata Management Act 2015
to attest the affixing of the seal

Signature:



Name: Christopher Sean Moran

Authority: Licensee-in-Charge
GK Strata Management P/L
Strata Managing Agent



Lodger Details

Lodger Code 503696B
Name KEMPS PETERSONS LEGAL PTY LTD
Address PO BOX K372
HAYMARKET 1240
Lodger Box 1W
Email KAVITA.PRASAD@KPLG.COM.AU
Reference 208795 - GK

Land Registry Document Identification

AS508865

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP457	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP457
Other legal entity

Meeting Date

29/08/2022

Added by-law No.

Details SPECIAL BY-LAW 9

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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


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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP457
Signer Name MICHELLE MONICA KUMAR
Signer Organisation KEMPS PETERSONS LEGAL PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 29/09/2022

STRATA PLAN 457

BY-LAWS

**3A FARRELL AVENUE
DARLINGHURST NSW 2010**

Signature: 

Electronic signature of me, Angela Capri affixed by me on 28 September 2022
Strata Managing Agent, GK Strata Management Pty Ltd [Licence No. 723973]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 28 September 2022
Solicitor, Kemps Petersons Legal Pty Ltd

STRATA PLAN 457

TABLE OF CONTENTS

By-law 1 - Noise.....	3
By-law 2 - Vehicles.....	3
By-law 3 - Obstruction of common property.....	3
By-law 4 - Damage to lawns and plants on common property.....	3
By-law 5 - Changes to common property.....	3
By-law 6 - Behaviour of owners and occupiers.....	3
By-law 7 - Children playing on common property in building.....	4
By-law 8 - Behaviour of invitees.....	4
By-law 9 - Depositing rubbish and other material on common property.....	4
By-law 10 - Drying of laundry items.....	4
By-law 11 - Cleaning windows and doors.....	4
By-law 12 - Storage of inflammable liquids and other substances and materials.....	4
By-law 13 - Moving furniture and other objects on or through common property.....	4
By-law 14 - Floor coverings.....	4
By-law 15 - Disposal of waste – shared bins.....	5
By-law 16 - Keeping of animals.....	5
By-law 17 - Appearance of lot.....	5
By-law 18 - Notice board.....	6
By-law 19 - Change in use or occupation of lot to be notified.....	6
By-law 20 - Smoke penetration.....	6
By-law 21 - Preservation of fire safety.....	6
By-law 22 - Compliance with planning and other requirements.....	6
Special by-law no. 1 – Works lot 17.....	6
Special by-law no. 2 – Damage to common property.....	8
Special by-law no. 3 – Service of documents on owner of a lot by owners corporation.....	8
Special by-law no. 4 – Fire alarms.....	8
Special by-law no. 5 – Air conditioning units.....	9
Special by-law no. 6 – Exclusive use lot 18.....	13
Special by-law no. 7 – Lot 14 renovations.....	14
Special by-law no. 8 – Lot 23 renovation works and exclusive use.....	18
Special by-law no. 9 – Lot 4 works.....	23

By-law 1 - 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.

By-law 2 - Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

By-law 3 - Obstruction of common property

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

By-law 4 - Damage to lawns and plants on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

By-law 5 - 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.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

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

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10 - Drying of laundry items

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.

By-law 11 - Cleaning windows and doors

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

By-law 12 - Storage of inflammable liquids and other substances and materials

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

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

By-law 13 - Moving furniture and other objects on or through common property

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 strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14 - Floor coverings

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

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

By-law 15 - Disposal of waste – shared 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) 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.

By-law 16 - Keeping of animals

(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.

By-law 17 - Appearance of lot

(1) 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.

(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 10.

By-law 18 - Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-law 19 - 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 14 days before the change occurs or a lease or sublease commences.

By-law 20 - Smoke penetration

(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.

By-law 21 - Preservation of fire safety

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

By-law 22 - 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.

Special by-law no. 1 - Works lot 17

On the following conditions, the proprietor for the time being of Lot 17 ("the proprietor") shall have a special privilege in respect of the common property to install a 1140 x 700 Velux Sky-light to the roof of the building to service his lot ("the works").

Conditions:-

1. The proprietors shall undertake the works:-

(i) by a contractor who is duly licensed according to the provisions of the Building Services Corporation Act 1989;

(ii) in compliance with Australian Standards AS1684 (Timber Framing) and AS1720 (Timber Code);

(iii) in accordance with the manufacturer's recommendations; and

(iv) in accordance with the requirements and recommendations of Dermot O'Brien, engineer, set out in his letter of 25th November 1994.

2. Prior to commencing the works, the proprietor shall obtain the consent of the Body Corporate to the location in which he proposes to install the skylight.

3. The proprietor, at his own cost, shall provide the Body Corporate with a certificate of a duly qualified structural engineer, nominated by the Body Corporate, that the installation of the skylight when completed:-

(i) will not affect the structural integrity of the building or any part of it; and

(ii) will not permit the ingress of water into any part of the building not intended for the conduct of water.

The proprietor shall undertake any works required by the engineer to permit him to certify in these terms.

4 The proprietor shall not access the roof or permit others to access the roof, through the sky-light and shall keep security bars on the outside of the sky-light strong enough to prevent a person from falling through the sky-light.

5. If, in the course of or as a result of the Body Corporate's redevelopment of the roof to the building, the Body Corporate's engineer advises that the sky-light must be removed, the proprietor, at his own cost, shall remove the sky-light and make good any damage to the common property resulting from the removal.

6. The proprietor shall indemnify the Body Corporate against the following:-

(i) any liability or expense which would not have been incurred if the sky-light had not been installed;

(ii) any damage to the sky-light caused by the Body Corporate in undertaking any work referred to in the Section 64 of the Strata Titles Act 1973 or in exercising the power of entry conferred by that section; and

(iii) any increase in insurance premium or excess attributable to the works.

7. The proprietor shall not permit the works to be undertaken except between the hours of 8.00am and 5.00pm, Monday to Friday (inclusive), excluding public holidays.

8. Subject to any amendment to the by-laws from time to time the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

9. The proprietor shall maintain the sky-light and its ancillary fittings and fixtures in a state of good and serviceable repair, and shall renew or replace them whenever necessary.

10. The proprietor shall repair any damage to the common property caused by him or his agents or contractors in the course of the works or in carrying out any of his obligations under this by-law.

11. The works must be undertaken in such a way as to cause minimum disturbance and inconvenience to the other residents of the strata scheme.

12. The proprietor shall pay all costs, including legal costs, incurred by the Body Corporate in or about the making and registration of this by-law.

Special by-law no. 2 – Damage to common property

The owner of a lot must indemnify the Owners Corporation against any expense it incurs in rectifying damages to the common property or the personal property of the Owners Corporation, and against any liability to rectify damage to such property, being damage in either case caused by an occupier of his/her lot or by an invitee to his/her lot. For the purposes of this by-law, "expense" includes:-

1. All reasonable costs and expenses incurred by the Owners Corporation in the conduct of legal proceedings or the dealing with or negotiation of a claim concerning such damage; and
2. Any damages or costs for which the Owners Corporation is adjudged liable by reason (solely or inter alia) of the damage.

Special by-law no. 3 – Service of documents on owner of a 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.

Special by-law no. 4 – Fire alarms

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
- (b) **Common Property** means the common property in strata scheme 457.
- (c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
- (d) **Fire Alarm Costs** means:
 - (i) any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2014* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(f)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
- (e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (f) **Lot** means a lot in strata scheme 457.
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2 CONDITIONS

2.1 An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.

2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.

2.3 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

Special by-law no. 5 – Air conditioning units

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is
 - (i) audible from outside the Lot;
 - (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
 - (iii) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

(c) **Insurance** means:

- (i) contractors all risk insurance with an authorised insurer (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 to a minimum of \$10,000,000);
- (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
- (iii) workers compensation insurance, if required.

(d) **Lot** means a lot in strata scheme 457.

(e) **Owner or Occupier** means the owner or occupier of a Lot from time to time.

(f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.

(g) **Required Documents** means:

- (i) existing plans, specifications, drawings;
- (ii) proposed plans, specifications and drawings specifying the location of the Works and the proposed legally compliant location for the condensation run-off;
- (iii) if the plans and drawings do not adequately describe the works, a description of the works;
- (iv) details of the proposed air conditioning unit, such as, the model, the size, manufacturer and colour;
- (v) specifications of an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation); and
- (vi) any other document reasonably required by the Owners Corporation.

(h) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(i) **Works** means all building works done or required to be done by an Owner or Occupier, and all related services supplied or required to be supplied, to effect the installation of the Air-conditioning.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2.1 The Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by-law.

PART 3 CONDITIONS

PART 3.1 Air-conditioning

3.1. (a) The Air-conditioning must:

- (i) comply with all relevant Standards and any applicable law;
- (ii) be a split-system or inverter split system air-conditioner;
- (iii) be manufactured by Mitsubishi, Fujitsu or a similar brand;
- (vii) not produce unreasonable levels of noise.

(b) Any appliance forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the rest of the scheme including any other such Lots.

(c) Any external appliance, including any external condenser unit, forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the scheme, including any other such Lots.

PART 3.2 Before commencement

3.2 Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the works;
- (b) obtain written approval for the Works from the Owners Corporation which may be in the form of an approval under section 108 or 143 of the Act granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) include, in any application for consent from Council or a private certifier, a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (e) effect and maintain Insurance and provide a copy to the Owners Corporation.

PART 3.3 During construction

3.3 Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) ensure that any skip bin used in relation to the Works are placed in either a visitor's or Owner's or Occupier's car parking space;
- (h) ensure that any skip bin used in relation to the Works that is placed in a visitor's car parking space is removed within 24 hours from the time it was placed in that area;
- (i) ensure that any employees, contractors or agents used to conduct the Works park their vehicles in either the Owner's or Occupier's car parking space or in a visitor's car parking space;
- (j) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (l) remove all debris resulting from the Works immediately from the building; and
- (m) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.4 After construction

3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

PART 3.5 Enduring rights and obligations

3.5 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (a) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;

- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Special by-law no. 6 – Exclusive use lot 18

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is
 - (i) audible from outside the Lot;
 - (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
 - (iii) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (c) **Lot** means lot 18 in strata scheme 457.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.
- (f) **Works** means the already installed works relating to the installation of Air-conditioning in the Lot.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2.1 The Owner is authorised to keep the Works and is granted the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 General Conditions

3.1 The Owner must without reasonable delay provide the Owners Corporation with a copy of:

- (a) any certificate or certification required by an Authority to certify the Works; and
- (b) all necessary approvals from any Authorities in respect of the Works.

PART 3.2 Enduring rights and obligations

3.2 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Special by-law no. 7 – Lot 14 renovations

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
5. "The Lot" means Lot 14 in Strata Plan No. 457.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Works" means the following works to be undertaken in relation to the Lot:

In the bathroom:

- a) the removal and replacement of all wall and floor tiles and the waterproofing membrane;
- b) the removal and replacement in the existing location of the shower, shower rose and mixer tap, toilet, cabinets, vanity, basin and taps;

Air-conditioner:

c) the installation of a Daikin brand 3.5 kilowatt air-conditioning unit, model FTX35UVMA, and all associated wires, pipes and cables for the operation of the air-conditioning unit, with the compressor (measuring 600 mm in height and 810 mm in width) to be affixed to the rear or southern wall of the Lot using metal brackets and rubber vibration pads, with the top of the condenser to be placed at the same height as the lowest level of the bedroom and bathroom windows of the Lot and the lowest level of the condenser to be approximately 3920 mm above ground level. The western end of the condenser is to be placed 5 metres towards the east of the rear wall of the building from the south-western corner of the building.

d) Conduit is to be run up the rear wall of the building from the compressor, adjacent to existing pipework, and into the Lot through an existing vent on the bathroom wall, and is to connect to the internal air-conditioning unit. The wires and cable on the external wall are to be encased in Colorbond trunking in Monument colour to match existing pipes and conduits on the wall of the building. Condensation and run-off from the compressor is to run through a pipe directed into the existing drain shown in the photograph annexed to this motion; and

e) the installation of a power circuit to be connected to the air-conditioning unit.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and

b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time, including when reasonably required by the Owners Corporation.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:

a) Evidence of currency for the duration of the Works of Contractors' All Risks insurance cover or public liability insurance cover with an insurance office of repute (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 to a minimum of \$20,000,000);

b) A copy of the certificate of insurance relating to the works, under Section 92 of the *Home Building Act 1989* if the value of the works exceeds \$20,000;

- c) 28 days' notice in writing prior to the date of commencement of the Works;
- d) Details of the proposed duration and times of the Works;
- e) Details of the builder or contractor carrying out the Works, including the contractor's name, contact telephone number and licence number; and
- f) Arrangements to manage any resulting rubbish or debris.

Performance of Works

5. In performing the Works, the Owner must comply with Special By-Law 5 and:

- a) Use good-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- b) Comply with the National Construction Code and all relevant Australian Standards which apply as at the date the Works are carried out, including in relation to waterproofing works;
- c) Not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- d) Use reasonable endeavours to cause as little disruption as possible in carrying out the Works;
- e) Complete the works within one month of their commencement;
- f) Transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- g) Protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- h) Keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- i) Only perform the Works between the hours of 7:30 am and 4:30 pm from Monday to Friday and from 8:00 am to 1:00 pm on Saturday, and not at all on any Sunday or a public holiday;
- j) Only perform Works involving mechanical noise or involving the use of jackhammers or percussion instrument tools after 8:00 am from Monday to Friday (excluding public holidays);
- k) Remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out;
- l) Not vary the Works without obtaining prior written consent from the Owners Corporation;
- m) Not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins;
- n) Drain all condensation and run off from the air-conditioning compressor unit into the existing waste drain on the ground; and
- o) Ensure all works comply with current fire safety requirements which apply to residential unit premises.

After the works

6. After completion of the Works, the Owner must:

- a) Give written notice to the Owners Corporation that the Works have been completed;

b) Provide the Owners Corporation with copies of all waterproofing membrane guarantees and warranties;

c) Notify the Owners Corporation that all damage, if any, caused by the Works to any other Lot or common property, has been rectified;

d) Provide the Owners Corporation with any requisite approval from a certifier or Council that the Works have been completed in accordance with any required approval given for the works by Council or any government, semi-government, statutory, public or other authority having jurisdiction in relation to the Works; and

e) Provide the Owners Corporation with certification from a suitably qualified engineer approved by the Owners Corporation if required by the Owners Corporation, to the effect that all works required to rectify any damage caused to any Lot or common property by the Works have been completed in accordance with this by-law and Special By-Law 5.

7. The Owner must comply with Regulation 45 of the Protection of the Environment Operations (Noise Control) Regulation 2017 (NSW) and all amendments to that Regulation, and to any Act or Regulation which supersedes that Regulation, in relation to the hours of operation of the air-conditioning system.

Damage

8. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, or by failing to maintain the Works in a state of good and serviceable repair, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

9. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffer as a result of the performance, repair, maintenance, renewal or replacement of the Works, or failing to maintain the Works in a state of good and serviceable repair, including costs.

Right to Remedy Default

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

a) Carry out all work necessary to perform that obligation;

b) Enter upon any part of the parcel to carry out that work; and

c) Recover the costs of carrying out that work from the Owner.

11. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause C(10) above.

12. All costs payable by the Owner pursuant to clause C(10) above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

13. The Owner shall pay for the preparation, making and registration of this by-law and the costs associated with holding a general meeting to consider the motion if a meeting is called for the sole purpose of considering this motion.

Special by-law no. 8 – Lot 23 renovation works and exclusive use

1. Definitions

In this by-law

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** includes a federal, state or local government, a provider of public utility services and any other body having jurisdiction over the Land.
- (c) **Common Property** means the common property located in and forming part of the Strata Plan.
- (d) **Insurance** means:
 - (1) workers compensation insurance as applicable; and
 - (2) public liability insurance relating to claims for death, injury, accident or damage occurring during or in connection with the works for a minimum coverage amount of \$20,000,000; and
 - (3) insurance under the *Home Building Act 1989* as applicable
- (e) **Land** means the whole of the land containing the Strata Plan including lots and the Common Property.
- (f) **Lot** means lot 23 in the Strata Plan.
- (g) **Owner** means the owner of the Lot from time to time.
- (h) **Owners Corporation** means the owners corporation of Strata Plan no. 457.
- (i) **Renovation Works** means the works the Owner intends to undertake to the Lot and the common property as set out in the scope of works and plans attached to this by-law at Annexure 1.
- (j) **Strata Committee** means the strata committee of the Owners Corporation.
- (k) **Strata Plan** means the strata plan registration number 457.

2. Interpretation

- (a) In this by-law any terms used have the same meaning as in the *Strata Schemes Management Act 2015*.
- (b) In this by-law, all references to legislation include references to all amending and replacing legislation.
- (c) In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.

3. Rights granted

- (a) Subject to compliance with the conditions of this by-law, the Owner is authorised to carry out the Renovation Works and is granted a special privilege to conduct the Renovation Works on the Common Property.
- (b) The Owner is granted a right of exclusive use and enjoyment of so much of the Renovation Works as are comprised in part of the Common Property on the terms set out in this by-law.

4. Terms and Conditions

4.1 Conditions Precedent

It is a condition of the Owners Corporation's consent to this by-law that the Owner must obtain and provide the following items to the Owners Corporation before the Renovation Works commence:

- (a) evidence of Insurance in force for the full period of the Renovation Works and where applicable noting the Owners Corporation's interest on the policy;
- (b) the approval of all relevant Authorities; and
- (c) evidence of registration of this by-law in accordance with section 141 of the *Strata Schemes Management Act 2015*.

4.2 Owners Corporation's consent

Despite any term or condition contained in this by-law, the Owners Corporation is not required to provide its consent as may be required by any Authority in relation to the Renovation Works including but not limited to, affixing its seal to an application for development consent, a construction certificate or a complying development certificate under the Environmental Planning and Assessment Act 1979.

4.3 Conditions during Renovations Works

While the Renovation Works are taking place, the Owner must:

- (a) only use suitably qualified and licensed tradespeople and if required, provide their contact details to the Strata Committee before each of them commences work;
- (b) carry out the Renovation Works only between the hours of 7:30am to 5:30pm Monday to Friday and 7:30am to 3:30pm Saturday with no works to take place on public holidays or Sundays;
- (c) transport goods and materials through the Common Property only in the manner directed by the Owners Corporation or the Strata Committee;
- (d) if required, protect all parts of the Strata Plan outside the Lot from possible damage including if required, floor coverings and lift curtains;
- (e) keep all areas of the Strata Plan outside the Lot free from all debris and remove rubbish from the Lot and the Strata Plan regularly or when directed to do so by the Strata Committee;
- (f) unless otherwise approved in writing by the Owners Corporation and to the extent the Renovation Works are connected to any electrical, gas, water, or other services, ensure that they are connected only to such services that are separately metered to the Lot (provided such separately metered services are otherwise connected to the Lot).
- (g) ensure the Renovation Works cause as little disruption to other owners and occupiers as possible;
- (h) complete the Renovation Works within a period of 3 months from their commencement (plus any Covid related delays) or within such other time frame as approved by the Owners Corporation; and
- (i) ensure the Renovation Works do not cause damage to another lot, the Common Property or the personal property of an owner, occupier or the Owners Corporation and if so, ensure any damage is rectified as soon as possible and before completion of the Renovation Works;

4.4 Conditions on completion of Renovation Works

Once the Renovation Works are complete the Owner must:

- (a) notify the Owners Corporation that the Renovation Works are complete;
- (b) obtain and provide to the Owners Corporation the approvals of and certifications from all relevant Authorities;
- (c) if applicable, notify the Owners Corporation that all damage to lot property, the Common Property or personal property has been fully rectified;
- (d) provide to the Owners Corporation a 5-year warranty of fitness of materials and workmanship given by the waterproofing applicator who must be a qualified and licensed waterproofing applicator;
- (e) comply with any requirement to lodge a building alteration plan in accordance with section 19 of the *Strata Schemes Development Act 2015*; and
- (f) if applicable, provide a report from a structural engineer as to the effect of the completed Renovation Works on the structural integrity of the building.

4.5 Enduring conditions

The continuing and enduring conditions of this by-law are that the Owner:

- (a) must repair and maintain and continue to keep the Renovation Works and the parts of the Common Property connected with the Renovation Works in a good state of condition and repair;
- (b) remains liable for and must rectify and repair any damage to lot property or Common Property arising out of or in connection with the Renovation Works;
- (c) must renew and replace the Renovation Works when necessary or if required to do so by the Owners Corporation; and
- (d) indemnifies the Owners Corporation for any costs, losses or damage arising out of or in connection with the Renovation Works.

4.6 Recovery of costs

Any amount due to the Owners Corporation under this by-law is recoverable by the Owners Corporation as a debt and:

- (a) bears interest as if it were a contribution unpaid by the Owner; and
- (b) may be recovered by the Owners Corporation as if it were an unpaid contribution of the Owner including:
 - (1) any interest payable; and
 - (2) the expenses of the Owners Corporation incurred in recovering those amounts.

4.7 Severability

To the extent that any term of this by-law is inconsistent with the Act or any other law, it is to be severed and the remaining terms of the by-law will be read and enforceable as consistent with the applicable law.

4.8 Scope of Works

GROUND LEVEL

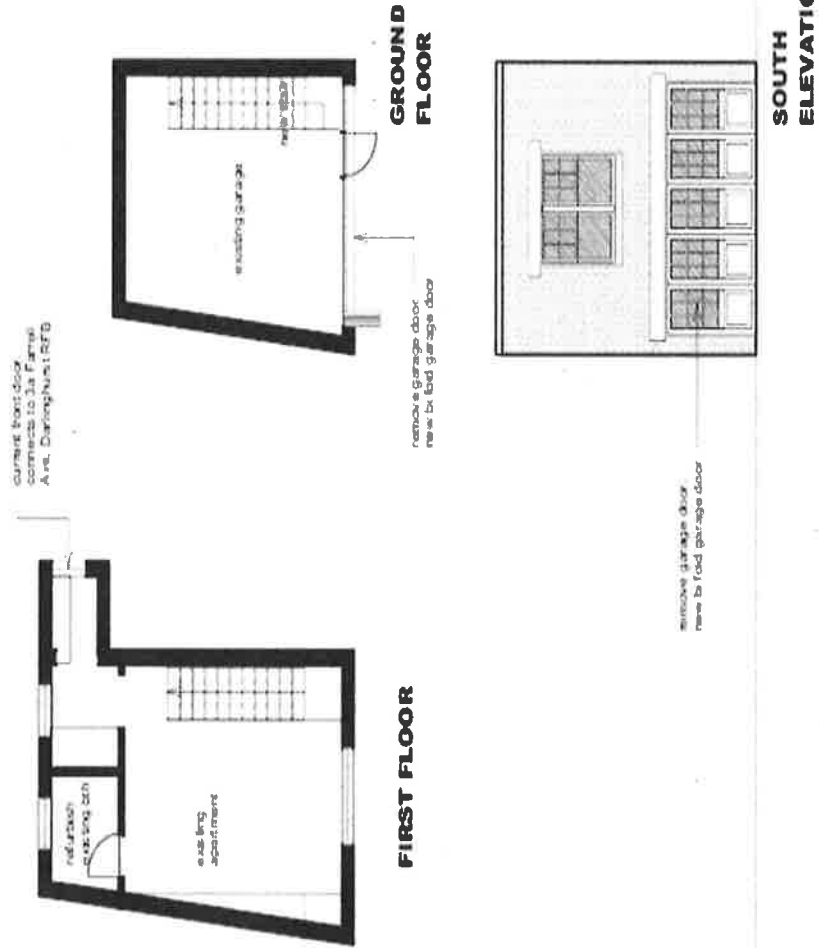
- Replace roller garage door of Lot with bi-fold timber and glass garage door;
- Repair and resurface concrete flooring on Ground Level; and
- Install new staircase between as Ground Level and First Floor.

BATHROOM

- Remove existing tiling and bathroom fixtures and fittings;
- Install new waterproofing membrane to bathroom
- Install new fixtures and fittings in bathroom including toilet, tapware, sink, shower and vanity unit; and
- Associated plumbing and electrical connections as required.

GENERAL LOT WORKS – LEVEL 1

- Replace and update electrical wiring in Lot;
- Replace light fittings within Lot;
- Install new joinery within Lot;
- Install new flooring to Level 1; and
- Painting of internal walls and ceiling of Lot.



Special by-law no. 9 – Lot 4 works

By-law to authorise the owner of Lot 4 to add to, alter and erect new structures on the common property and exclusive use

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

(a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (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 to a minimum of \$10,000,000);

(ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and

(iii) workers compensation insurance as required by law.

(c) **Lot** means lot 4 in strata scheme 457.

(d) **Owner** means the owner of the Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 457.

(f) **Works** means all building works and all related services supplied to effect the electrical works in accordance with the:

(i) scope of works, annexed to this by-law and marked as Annexure "A"; and

(ii) electrical plan prepared by Pete Walters, annexed to this by-law and marked as Annexure "B".

(g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

PART 2 GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
- (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

PART 3.2 During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a reasonable period of time from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

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

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4
Enduring rights and obligations

3.4 The Owner:

(a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(c) is responsible for any expected operation and/or maintenance costs associated with the Works;

(d) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

(e) remains liable for any damage to lot or common property arising out of the Works;

(f) must make good any damage to lot or common property arising out of the Works; and

(g) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

ANNEXURE "A"
Scope of Works

KITCHEN

(a) Installation of a wall mounted filtered exhaust fan located on the wall above the stovetop;

BATHROOM

(b) Installation of a new bulkhead in the ceiling directly above the vanity and washing closet;

(c) Installation of a new ventilation fan on the new bulkhead and connected to the existing vent of the Lot;

BEDROOM

(d) Installation of one overhead fan with a penetration being approximately 1200 mm in diameter located in the center of the bedroom ceiling;

THROUGHOUT THE LOT

(e) Installation of an overhead fan in the living room of the Lot with a penetration being approximately 1200 mm in diameter created on the ceiling directly above living room of the Lot;

(f) Installation of an electrical cable being approximately 15 metres in length connected from the kitchen window to the main switchboard through the western wall adjacent to the Lot;

(g) Installation of new power outlets throughout the Lot;

(h) Installation of new LED downlights throughout the Lot;

(i) Reconfiguration of power outlets, light fittings and tapware as required; and

(j) All associated penetrations, cabling, wiring, electrical connections and electrical boxes.

ANNEXURE "B" **Electrical Plan**

Apartment 4, 3A Farrell Avenue

Electrical Plan

OVERVIEW

The initial scope of works was to help solve the apartments' ventilation and inadequate lighting issues by replacing the existing central ceiling lights in the bedroom and lounge room with ceiling fans. Then to add more efficient lighting with the addition of fire-rated LED downlights in each corner of these rooms. Also adding two downlights in the kitchen to replace existing centralised fluorescent light to allow for more directed lighting over the kitchen work area. The kitchen, which was newly renovated when the current owners bought the property, has no rangehood above the stove and the apartment has since been effected by excessive grease buildup from its omission. A new powerpoint above the stove will allow for the installation of a suitable rangehood to resolve this.

The bathroom has ventilation issues and a single wall light that does not light the vanity area effectively. The idea is to add a small bulkhead to the ceiling, built within the current confines of the bathroom, and will only be above the vanity and wc area. This will allow for two downlights to be added, one being above the vanity area. The bulkhead will cover one of the existing passive airvents, so an extractor fan would added to the bulkhead and vented out that existing vent, allowing active air extraction without the need for additional perforations of any wall. As a ground floor bathroom it does not have the option of opening the windows fully for additional ventilation due to privacy and security concerns. The fan will compensate for that and hopefully resolve the current issues surrounding excessive moisture.

Being an old apartment it comes with a shortage of powerpoints,(GPO's) so there would be an extra one added in the bedroom and two extra in the lounge dining area, one in the bathroom to go in the vanity above the sink and one above the stove for the range hood. A total of five.

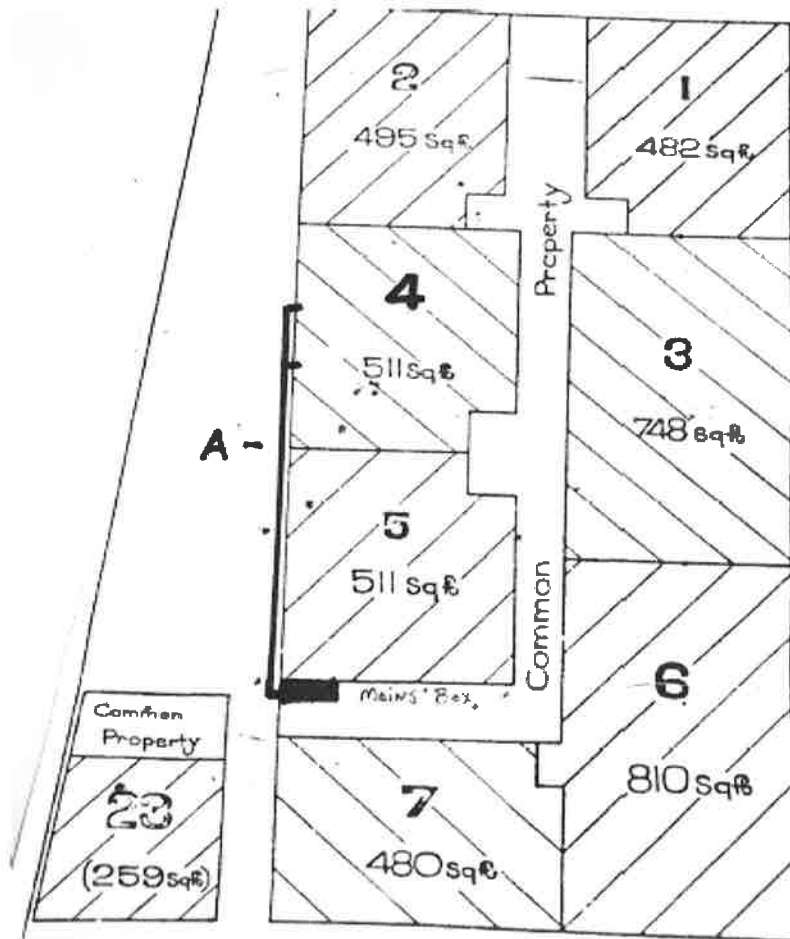
Initial investigations by the electrician revealed two serious issues. One being the that the current wiring in the ceiling for the lights was still the original cotton covered wiring, nearly one hundred years old, which was in a degraded state and not safe. The old lighting circuit has been disabled and new cabling readied for when approvals have been obtained. The second issue was that when the kitchen was renovated by the prior owners a secondary electrical circuit was not introduced to account for the extra drain a modern kitchen has on an apartments' electrical load. The old gas oven has been replaced with an electric one, without its own circuit. The entire apartment, including the oven and other kitchen appliances, is all running off

Apartment 4, 3A Farrell Avenue

the one power circuit. On follow up with the occupant for the last 7 years , it has meant that there has been frequent tripping of the circuit breaker at the mains board depending on what appliances were being used in the apartment at any given time . This is not tenable, especially in the cooler months when electric heating is the only option in this apartment .

These two issues are solved by introducing a new lighting circuit into the apartment ,which circumvents any old wiring, and a new power circuit dedicated to the kitchen . These can be connected from the apartment to the mains via an electrical conduit running externally on the western wall for approx 14 metres to where the mains is situated . Most of this conduit will be hidden by garden and any visible conduit will be painted to match the existing utilities on the wall . It will have two entry points into the apartment , one below the kitchen window which will require a small hole to be drilled for access , the other will be the lighting circuit which can enter using an external bedroom vent and can connect to the new ceiling circuit without the need for any perforations .

All downlights installed to be fire rated and ceiling fans will be 1200mm in diameter.



The ducting for the bathroom fan will be fire rated .

*See diagram 1 for external conduit placement

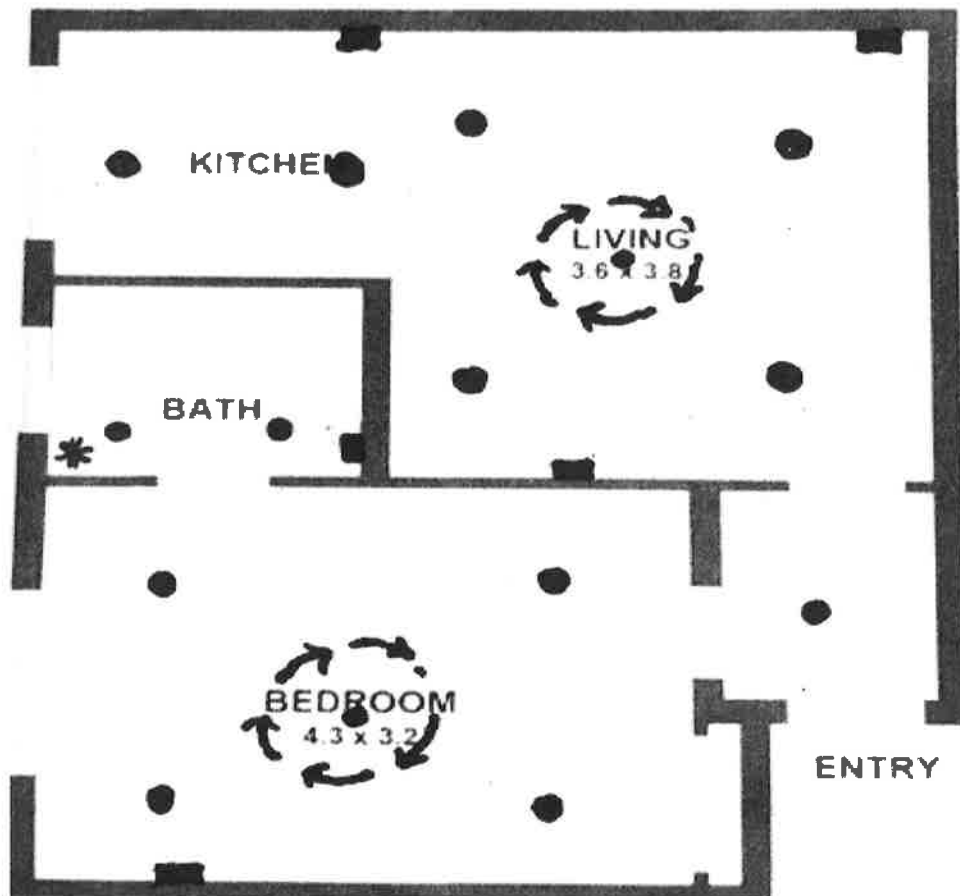
*See diagram 2 for internal additions.

Diagram 1

Apartment 4, 3A Farrell Avenue

A - External conduit running along western wall between mains and apartment carrying new light circuit and new power circuit.

Diagram 2



3

Apartment 4, 3A Farrell Avenue



Ceiling fan to replace existing light



New LED Downlight (fire-rated)




Extraction Fan (fire rated ducting to existing bathroom vent)



Additional GPO's to be added (5)

The seal of The Owners – Strata Plan No. 457
was affixed on 28 September 2022
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri affixed by me on 28 September 2022
Strata Managing Agent, GK Strata Management Pty Ltd [Licence No. 723973]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.


Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 28 September 2022
Solicitor, Kemps Petersons Legal Pty Ltd

Approved Form 23

Attestation

The common seal of the Owners – Strata Plan No 457 was affixed on 28 September 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.


Signature: 

Electronic signature of me, Angela Capri affixed by me on 28 September 2022
Strata Managing Agent, GK Strata Management Pty Ltd [Licence No. 723973]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 28 September 2022
Solicitor, Kemps Petersons Legal Pty Ltd

THE SEARCH PEOPLE
GPO BOX 1585
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Applicant: THE SEARCH PEOPLE
Your reference: 2000N-78329
Address of property: 3A Farrell Avenue , DARLINGHURST NSW 2010
Owner: THE OWNERS - STRATA PLAN NO 457
Description of land: Lot B DP 180396, Lots 1-23 SP 457
Certificate No.: 202330941
Certificate Date: 14/02/23
Receipt No:
Fee: \$53.00
Paid: 14/02/23

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



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

CERTIFICATE ENQUIRIES:

Ph: 9265 9333

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

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

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

ZONING

Zone R1 General Residential (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing land use pattern of predominantly residential uses..

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Horticulture; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; shops; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industries; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Registered clubs; Research stations;

Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

PROPOSED ZONING

Employment Zones Reform Implementation

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.**

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

Planning Proposal – Performance Standards for Net Zero Energy Buildings

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development

subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

HERITAGE

Conservation Area

(Sydney Local Environmental Plan 2012)

This property has been identified as land within a Heritage Conservation Area.

Item of Environmental Heritage

(Sydney Local Environmental Plan 2012)

This property has been listed as an Item of Environmental Heritage

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

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

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

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

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

State Environmental Planning Policy No. 55 – Remediation of Land

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

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

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

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

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

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

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that

have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

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

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.

- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).

- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)

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

This SEPP does not apply to the land.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based

requirements for exempt and complying development) any of the following statements are YES.

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO

<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Subdivisions Code

Complying development under the Subdivisions Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Demolition Code

Complying development under the Demolition Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

(5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt 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.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

- (1)

- (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
- (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.
- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

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.

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land is **not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land is **not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	NO
Property is outside the flood planning area	YES

Property is within a buffer zone	NO
----------------------------------	----

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	NO
Property is outside the flood planning area and probable maximum flood	YES
Property is within a buffer zone	NO

- (3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 does not apply to the land to which the certificate relates.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

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

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

**General Enquiries:
Telephone: 02 9265 9333**

**Town Hall House
Level 2
Town Hall House
456 Kent Street**

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

*Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000*

End of Document

Sewer Service Diagram

Application Number: 8002259869

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of

City of Sydney

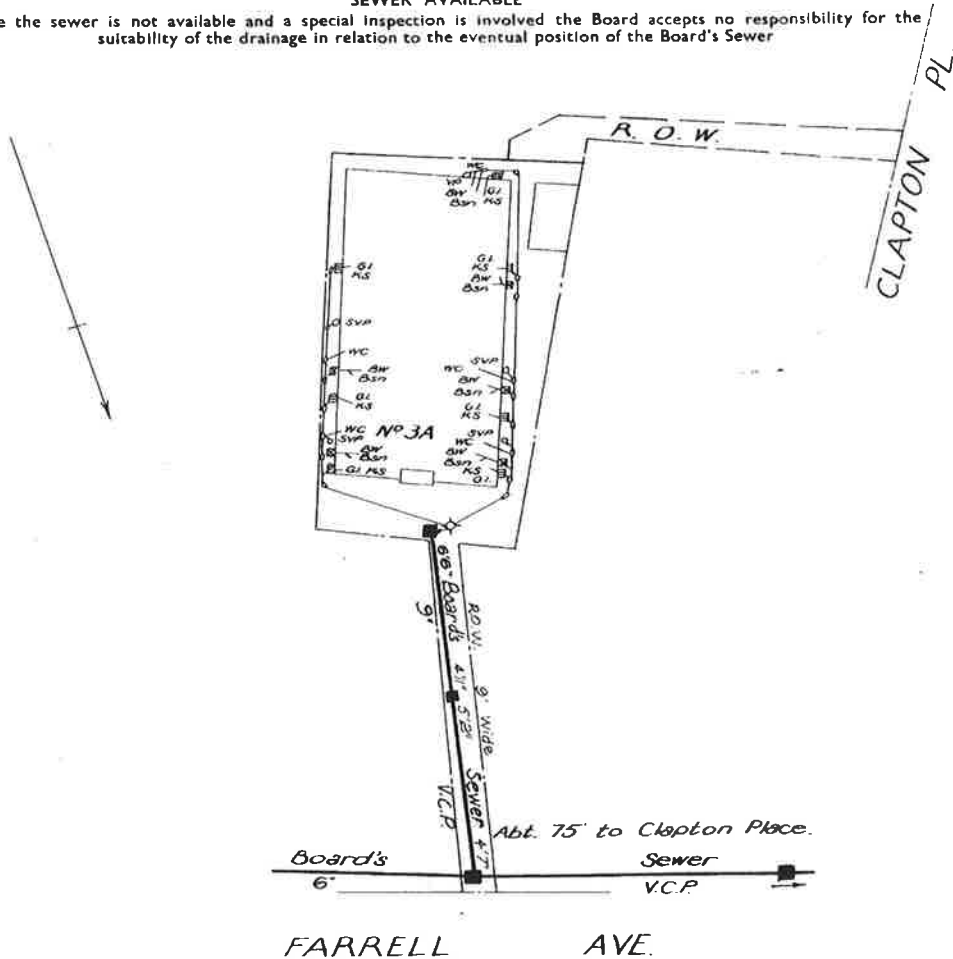
No. *527144*

SYMBOLS AND ABBREVIATIONS			
□	Boundary Trap	■	R.V. Reflux Valve
■	Pit	—	Cleaning Eye
■	G.I. Grease Interceptor	○	Vert. Vertical Pipe
■	Gully	○	V.P. Vent. Pipe
■	P.T. P. Trap	○	S.V.P. Soil Vent. Pipe
■	R.S. Reflux Sink	—	D.C.C. Down Cast Cowl
		—	I.P. Induct Pipe
		—	M.F. Mica Flap
		—	T. Tubs
		—	K.S. Kitchen Sink
		—	W.C. Water Closet
		—	B.W. Bath Waste
		—	Bsn. Basin
		—	Shr. Shower
		—	W.I.P. Wrought Iron Pipe
		—	C.I.P. Cast Iron Pipe
		—	F. W. Floor Waste
		—	W.M. Washing Machine

Scale: 40 Feet To An Inch

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



RATE No. _____ W.C.s _____ U.C.s _____ 19 _____
SHEET No. *3815* OFFICE USE ONLY For Engineer House Services

DRAINAGE		BRANCH OFFICE		PLUMBING	
Supervised by	Date	Date	HL	Supervised by	Date
Examined by	Inspector	Outfall	HL	Inspector	Inspector
Chief Inspector		Drainer			
Tracing Checked		Plumber			
		Boundary Trap			
		is/req. required			

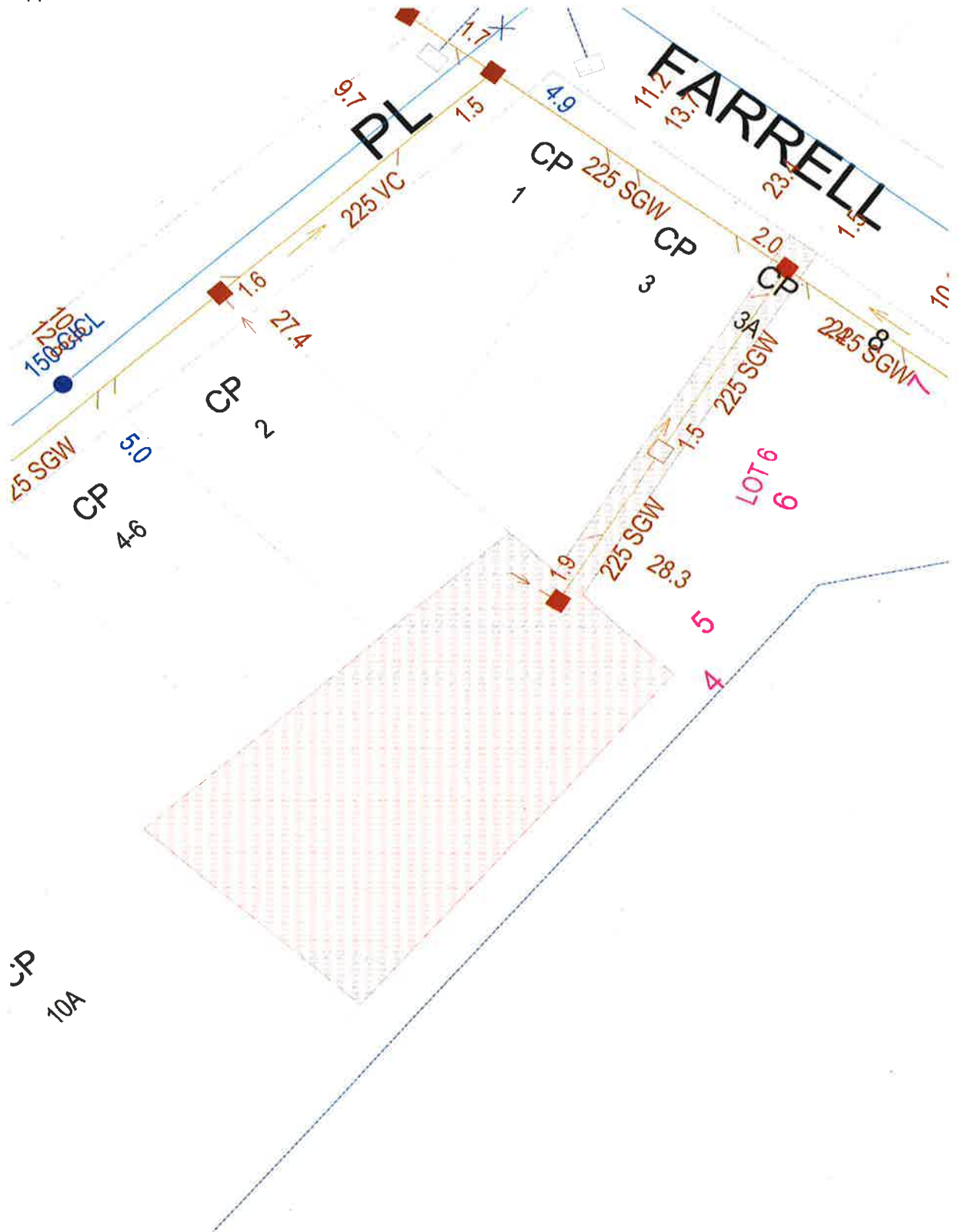
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Document generated at 14-02-2023 10:20:18 AM

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**.

Service Location Print
Application Number: 8002259883



Document generated at 14-02-2023 10:20:14 AM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Gerard Anthony Gallagher & Antoinette Lees Gallagher**
Purchaser:
Property: **17/3A Farrell Avenue, Darlinghurst**
Dated:

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all

- current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



MR GERARD A GALLAGHER
8 BRASSIE STREET
NORTH BONDI NSW 2026

Our reference: 7136231702725

Phone: 13 28 66

3 February 2023

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello GERARD,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410764930387
Vendor name	GERARD ANTHONY GALLAGHER
Clearance Certificate Period	3 February 2023 to 5 February 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS ANTOINETTE L GALLAGHER
8 BRASSIE STREET
NORTH BONDI NSW 2026

Our reference: 7136232775300

Phone: 13 28 66

3 February 2023

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ANTOINETTE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410764931702
Vendor name	ANTOINETTE LEES GALLAGHER
Clearance Certificate Period	3 February 2023 to 5 February 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Revenue

Enquiry ID 3863368
Agent ID 81290352
Issue Date 20 Feb 2023
Correspondence ID 1759763384
Your reference 22586

DYE & DURHAM PTY LTD
GPO Box 2746
BRISBANE QLD 4001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S457/17	Unit 17, 3A FARRELL AVE DARLINGHURST 2010	\$277 635	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.