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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King Street, Newtown NSW 2042	**email**: arden@adrianwilliam.com.au **ref**: Arden Savio I 0477 266 810
co-agent		
vendor	Laura Guthrie Hill	
vendor's solicitor	Louise Cohen Conveyancing 1/9-13 Bronte Road, Bondi Junction NSW 2022	**phone**: 0409 909 905 **email**: louise@cohenconveyancing.com.au **ref**: 01795
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 7 102-104 Albion Street, Surry Hills NSW 2010 LOT 7 STRATA PLAN SP63095 Folio Identifier 7/SP63095	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☐ clothes line	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

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

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide 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) – 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):

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

Jamesons Strata Management
PO Box 547, Surry Hills NSW 2010
info@jamesons.com.au
02 8969 3300

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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.

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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, 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 to resolve the dispute 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.

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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:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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).

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

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

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

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

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

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

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

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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 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 contract or management 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 s174 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.

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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.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary 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.

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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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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.

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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.

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Special Conditions forming part of this contract

Dated:

between: **Laura Guthrie Hill** (***vendor***)

and: (***purchaser***)

33. Amendments to printed form

33.1 If there is any inconsistency between any clause in the printed form and any typed clause in this contract, the typed clause will prevail.

33.2 The form of contract annexed is amended as follows:

(a) Clause 5.2.2 is amended by replacing “21” with “14”;

(b) Clause 7.2.1 is amended by replacing “10%” with “5%”;

(c) Clause 8.2.2 is deleted;

(d) Insert further Clause 23.6.3 “Notwithstanding 23.6, the parties specifically agree that should a special levy be struck prior to the contract then the vendor shall pay any instalment due before the completion date and the purchaser shall pay any instalment due after the completion date stated on the front page of the contract.”

(e) Clause 10.1 is amended by inserting the words after the word “terminate”, the words “or delay completion”.

34. Whole agreement

34.1 The provisions contained in this contract, expressly or by statutory implication, comprise the whole of the agreement between the parties except where required by law. The parties agree that no promises, representations, warranties, undertakings or conditions are implied in their agreement or arise between them by way of any other agreement and the existence of any other agreement, promise, representation, warranty or undertaking given or made by any party or their agent to the other on or before this agreement is expressly negative.

35. Warranties as to real estate agent

35.1 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 on the front page of 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 on the front page of this contract) a sole or exclusive agency for the sale of the property. This Special Condition shall not merge on completion.

36. Purchaser’s acknowledgments

36.1 The purchaser acknowledges and agrees that the purchaser is purchasing the property as a result of and has relied entirely upon the purchaser’s own knowledge and enquiries relating to and inspection of the property and the purchaser further acknowledges that the purchaser accepts that the property is sold in its present condition including but not limited to any defects whether latent or patent or any infestation or dilapidation or contamination and that the purchaser does not rely upon any statement representation or warranty, if any, made to the purchaser by or on behalf of the vendor whether express or implied (other than such statements representations and warranties as are expressly set out in this contract) and that the purchaser will make no objection requisitions or claim for compensation nor rescind or be entitled to rescind this contract in respect of all or any of the matters referred to in or arising out of this Special Condition nor require the vendor to carry out any repair to or work on the property.

36.2 The purchaser acknowledges that in entering into this contract, the purchaser does not rely on any other letter, statement, document, correspondence, representation or agreement whether oral of in writing as adding to or amending the terms, conditions, warranties and agreements set out in this contract and that except for the warranties as are deemed to be included herein pursuant to Section 52A (2)(b) Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010 the agreements, provisions terms and conditions herein contained comprise the whole of the bargain as concluded between the parties as at the date hereof.

37. Present condition and state of repair

37.1 The purchaser acknowledges that the purchaser does not rely on this contract upon any warranty or representation made by the vendor or any person on behalf of the vendor except such as are expressly provided herein but has relied entirely upon the purchaser's own enquiries relating to an inspection of the property.

37.2 The purchaser acknowledges that the property and inclusions are being purchased in their present condition and state of repair and with all faults and defects (apparent or latent) and subject to any that it has inspected the improvements (if any) erected on the property and the furnishings and chattels (if any) referred to on the front page of the contract and that it is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose. The vendor shall not be responsible for any mechanical breakdown or reasonable wear and tear thereof occurring after the date of this contract and the purchaser will make no objection, requisition or claim for compensation in respect thereto.

38. Services

38.1 The purchaser acknowledges that the purchaser is purchasing the property and shall take title thereto subject to the water, sewerage and drainage, downpipes, gas and electricity, telephone or other installations or services (if any) and shall not make any requisition objection or claim for compensation in respect of:

(a) the nature, location, availability or non-availability of any such services;

(b) if any such service is a joint service with any other property or properties;

(c) if any services for any other property or properties or the pipe or connections therefore pass through the subject property;

(d) if any sewer main or the mains or connections for or any relevant authority or supplier of any such services pass in, over or through the subject property; or

(e) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or the mains pipes or connections therefore.

39. Release of deposit

39.1 The purchaser agrees and acknowledges that by his/her execution of this contract he/she irrevocably authorises the vendor’s agent to release to the vendor such part of the deposit money as the vendor shall require to use for the purpose of a deposit and/or stamp duty on any parcel of real estate that the vendor negotiates to purchase between the date of this contract and the completion date and not be released further.

39.2 If the vendor requires the deposit to be made available at completion of this sale in order for the vendor to complete a simultaneous purchase of another property or to discharge the vendors liabilities under any mortgage/charge associated with this property, the purchaser agrees to authorise the deposit holder to have the deposit available at settlement by transferring it to the PEXA trust account to enable the deposit money to be uploaded on the PEXA platform for settlement. The Agent may transfer the deposit money to the nominated PEXA trust account upon request, without further authority from the purchaser’s legal representative.

40. Payment of deposit

40.1 A ten percent (10%) deposit is payable on exchange of this contract, time being of the essence.

40.2 The purchaser must pay a deposit of ten percent (10%) of the purchase price to the deposit holder and into the deposit account on the date this contract is signed.

40.3 Notwithstanding anything otherwise herein contained, the parties agree that the deposit is 10% of the purchase price.

40.4 If the vendor agrees to accept a five percent (5%) deposit, then the five percent (5%) deposit is payable on exchange of this contract, time being of the essence, and the balance of the remaining five percent (5%) deposit is due on completion.

40.5 In the event that the purchaser defaults in the observance of any obligations hereunder and the purchaser has paid a deposit of less than ten percent (10%) of the purchase price and the vendor terminates this contract, then the vendor shall be entitled to recover from the purchaser an amount equal to ten percent (10%) of the purchase price less the deposit actually paid as liquidated damages. It is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary.

41. Adjustments of outgoings

41.1 Each party agrees that, if on completion of this contract any apportionment of outgoings or any expenses required to be made under this contract is overlooked or is incorrectly calculated, the vendor and the purchaser agree that, upon being so requested by the other party, make the correct calculation and pay such amount to the

other party as is shown by such calculation to be payable within 5 business days. This clause shall not merge on completion of this contract.

42. Survey Report

42.1 The vendor does not hold/attach a Survey Report to this contract.

43. Building Certificate

43.1 The vendor does not hold/attach a Building Certificate to this contract.

44. Foreign persons

44.1 The purchaser warrants that:

(a) either, the provisions of the Foreign Acquisitions and Takeover Act 1975 (Cth) requiring the obtaining of approval to this transaction do not apply to the purchaser and this purchase;

(b) or, the purchaser has already obtained the relevant approval with respect to this purchase.

44.2 In the event of there being breach of this warranty whether intentional or otherwise the purchaser agrees to indemnify the vendor and compensate in respect to any loss, damage or penalty, fine or legal expense, which may be incurred by the vendor as a contract consequences thereof. This clause shall not merge on completion.

45. Transfer

45.1 The purchaser acknowledges in relation to the clause 4.2 that all information required to complete the form of Transfer is set out in the contract.

46. Completion

46.1 The purchaser shall not be entitled to require the vendor prior to completion to register a Discharge of any Mortgage or Charge or withdrawal of any Caveat affecting the subject land. If at the date of completion of this contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

47. Interest, Charges and Late Completion

47.1 If the purchaser does not complete this contract by the completion date, otherwise than because the vendor is not ready, willing and able to complete this contract, the purchaser is in breach of this contract and must pay to the vendor on completion, in addition to the balance of the price:

(a) interest on the price calculated at the rate of 10% per annum;

(b) the sum of $250 (plus GST) as a genuine pre-estimate of the vendor's legal costs for rescheduling settlement;

(c) if the vendor issues a Notice to Complete, the sum of $400 (plus GST) being the vendor's legal costs incurred in relation to preparing and serving the Notice to Complete.

47.2 Interest payable under clause 47.1 is:

(a) to be computed at a daily rate from and including the day immediately after the completion date to the day on which this contract is completed;

(b) a genuine pre-estimate of the vendor's liquidated damages;

(c) an essential term; and

(d) in addition to, and does not replace or limit, any other right or remedy the vendor has if the purchaser is in breach of this contract (including a right to serve a notice to complete on the purchaser and a right to claim damages for any further loss).

47.3 If the vendor requests that this conveyancing transaction be conducted as an electronic transaction using the PEXA platform, but the purchaser is unable or unwilling to do so, the purchaser must pay to the vendor on completion, in addition to the balance of the price and any other amount payable under this contract, a fee of $400 (plus GST) as a genuine pre-estimate of the vendor's legal costs incurred in completing otherwise than using the PEXA platform.

47.4 If the purchaser requests an extension to the cooling off period and such extension is agreed by the vendor, the purchaser must, on the earlier of completion, rescission or termination of this contract, pay to the vendor an amount of $200 (plus GST) as re-imbursement of the vendor's additional legal costs.

47.5 If the purchaser requests and consent is granted to occupy, access or carry out work to the property prior to completion the purchaser must, on the earlier of completion, rescission or termination of this contract, pay to the vendor an amount of $500 (plus GST) as re-imbursement of the vendor's additional legal costs (whether in whole or part).

47.6 The vendor's rights under this clause are in addition to any other right or remedy the vendor has under this contract.

47.7 The vendor may, without penalty and without being taken to be in breach of this contract, refuse to complete this contract until the purchaser has paid interest and fees required by this clause.

48. Finance

48.1 The purchaser:

(a) warrants that either no finance is required, or satisfactory arrangements have been made for finance to assist the purchaser with the acquisition of the property; and

(b) shall not terminate this contract by reason of the unavailability of finance on completion and the purchaser acknowledges that as a result of making this disclosure, the purchaser cannot and will not terminate this contract pursuant to Australian consumer credit legislation.

49. Notice to Complete

49.1 Despite any rule of law or equity to the contrary, any notice to complete under this contract will be reasonable as to time if a period of not less than fourteen (14) days from the date of service of the notice is allowed for completion.

49.2 The notice may nominate a specified hour and place on the last day as the time and place for completion.

49.3 If a party serves a notice to complete, that party may at any time, and without penalty:

(a) withdraw the notice and may serve a further notice; and

(b) agree in writing (including, in addition to methods of service authorised by clause 20.6, by electronic communication with the other parties solicitor) to extend the time for compliance with the notice, in which case time is an essential term in relation to each extended date for compliance with this notice.

49.4 (a) The vendor is not taken to be unable, not ready or unwilling to complete this contract because a charge exists on the property for any rate, tax (including land tax) or outgoing.

(b) The vendor may serve a notice to complete on the purchaser even if at the time the notice is served, or at a later time, there is a charge on the property for any rate, tax (including land tax) or outgoing.

50. Incapacity

50.1 Without in any manner restricting any other rights or remedies of the parties (not being otherwise in default under this contract), should be purchaser or vendor or any of them:

(a) being an individual, die or become incapable because of unsoundness of mind to manage his or her own affairs or become subject to the provisions of the Mental Health Act, then either party can rescind this contract by notice in writing served on the other parties solicitor or representative named in this contract;

(b) be declared a bankrupt or enter into any scheme or make any assignment for the benefit or creditors, then either party may rescind this contract by notice in writing served on the other party's solicitor or representative named in this contract;

(c) being a company, resolves to go into liquidation, has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation, enters into any scheme of arrangement with its creditors under the Corporations Law or any similar legislation, or has a liquidator, provisional liquidator, receiver and manager, or official manager of it appointed, then either party may rescind the contract by notice in writing served on the other party's solicitor or representative named in this contract.

51. Requisitions

51.1 The purchaser acknowledges and agrees that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to clause 5.1 hereof shall be in the form of the requisitions on title that are annexed to this contract.

52. Special Levy

52.1 The purchaser acknowledges that, prior to the date of this Contract, the Owners Corporation resolved to undertake building remediation works and to fund those works in part through a strata loan.

52.2 The purchaser further acknowledges that the Owners Corporation has resolved to levy contributions for repayment of that strata loan over a ten (10) year period commencing on or about 1 September 2026.

52.3 The purchaser acknowledges that copies of the relevant Owners Corporation resolutions are included in the strata records made available for inspection.

52.4 The vendor will remain liable for all strata levies and special levies due and payable before Completion. The purchaser will be liable for all strata levies and special levies becoming due and payable after Completion.

53. Director's guarantee

53.1 If the purchaser is a company, then the company agrees that it will procure its director to sign the deed of guarantee attached to this contract simultaneously with the company's execution of this contract.

GUARANTEE

THIS GUARANTEE is made by
of
and by
of

called **Guarantors**)
In consideration of the vendor entering into this contract with the purchaser (the **contract**) at our request the Guarantors do for themselves, their executors and administrators jointly and separately covenant with the vendor that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or other monies payable by the purchaser to the vendor under the contract or in the performance or observance of any term or condition of the contract to be performed or observed by the purchaser, the Guarantors will forthwith on demand by the vendor pay to the vendor the other monies which shall then be due and payable to the vendors and will keep the vendor indemnified against all loss of purchase money interest and other monies payable under the contract and all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing any of the vendors rights under the contract.

IN WITNESS the Guarantors have executed this Deed of Guarantee.

SIGNED SEALED AND DELIVERED
by the Guarantor in the presence of:

……..	……..
Witness	Guarantor
……..	……..
Witness	Guarantor

Information Provided Through Triconvey (Reseller) Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP63095

SEARCH DATE	TIME	EDITION NO	DATE
9/6/2026	10:18 AM	6	16/3/2026

LAND

LOT 7 IN STRATA PLAN 63095
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

LAURA GUTHRIE HILL (T AV947695)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP63095
2 AV947696 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the

information appearing under notations has not been formally recorded in the Register.

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Received: 09/06/2026 10:18:55

Information Provided Through Triconvey (Reseller) Ph. 1300 064 452

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP63095

SEARCH DATE	TIME	EDITION NO	DATE
9/6/2026	10:18 AM	16	3/3/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63095 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP63095

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 63095
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- JAMESONS STRATA MANAGEMENT
PO BOX 2001
SPIT JUNCTION NSW 2088

SECOND SCHEDULE (15 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 J409316 CROSS EASEMENTS (S.181B CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL ON THE COMMON BOUNDARY OF LOTS 2 AND 3 IN DP218414
3 J409316 EASEMENT FOR CONCRETE GUTTER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 J409316 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 J588929 EASEMENT FOR CONCRETE GUTTER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 J588929 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 J588929 EASEMENT FOR SUPPORT AFFECTING THE PART OF THE PARTY WALL ON THE COMMON BOUNDARY OF LOTS 1 AND 3 SHOWN IN DP218414
8 J588929 CROSS EASEMENTS (S.181B CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL ON THE COMMON BOUNDARY OF LOTS 1 AND 3 SHOWN IN DP218414
9 O846014 EASEMENT TO DRAIN SEWAGE AFFECTING PART OF THE LAND

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP63095 PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

		ABOVE DESCRIBED SHOWN SO BURDENED IN PLAN WITH O846014
10	O846016	EASEMENT TO DRAIN SEWAGE AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN PLAN WITH O846014
11	AG844370	PROPOSED ACQUISITION PURSUANT TO SECTION 11 LAND ACQUISITION (JUST TERMS COMPENSATION) ACT, 1991 AFFECTING THE LAND ABOVE DESCRIBED
12	AG922118	EASEMENT FOR SUB-STRATUM TUNNEL AFFECTING THE SITE DESIGNATED (E1) IN DP1169648
13	SP87277	INITIAL PERIOD EXPIRED
14	AN735468	INITIAL PERIOD EXPIRED
15	AU854169	CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1004)

STRATA PLAN 63095

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	40	2	28	3	23	4	23
5	24	6	20	7	20	8	27
9	18	10	35	11	26	12	27
13	26	14	31	15	32	16	30
17	30	18	26	19	26	20	27
21	28	22	25	23	25	24	25
25	34	26	32	27	32	28	31
29	27	30	27	31	28	32	38
33	28	34	27	35	17	36	17
37	2	38	2	39	2	40	2
41	2	42	2	43	2	44	2
45	2	46	2				

STRATA PLAN 87277

LOT	ENT	LOT	ENT
47	2	48	2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COUNCIL'S CERTIFICATE

SOUTH SYDNEY (Name of Council)

hereby satisfied itself that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or ~~* Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

* strata plan
~~* strata plan of subdivision~~

Illustrated in the annexure to this certificate.

* The strata plan/strata plan of subdivision is part of a development scheme. The council is satisfied that the plan is consistent with any conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the subdivision of the allotment of LITTLE ALBION STREET & CRAWFORD PLACE

* This approval is given on the condition that the use of lot (s) ST-1G (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or ~~* section 68 of the Strata Schemes (Leasehold Development) Act 1986~~

Date 23 OCTOBER 2000
Subdivision No. 13228/00

General Manager/Authorised Person

* Complete or delete if applicable

SURVEYOR'S CERTIFICATE

I, JOHN MCPHERSON REID 9327 8706

of CLEMENT & REID PTY LTD, DX22915 EDGECLIFF

a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of
* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

(2) * (a) the building encroaches on a public place;
* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:

* has been created by registered + J 409316 AND J 588929
~~* is to be created under section 888 of the Conveyancing Act 1919~~

(3) * the survey information recorded in the accompanying location plan is accurate.

Signature: John M. Reid
Date: 2nd MARCH 2000

* Delete if inapplicable.
+ State whether dealing or plan, and quote registered number.

This is sheet 1 of my plan in 6 sheets

PLAN OF SUBDIVISION OF LOT3 IN D P 218414

L.G.A. : SOUTH SYDNEY Suburb/Locality : SURRY HILLS

Parish : ALEXANDRIA County : CUMBERLAND

Reduction Ratio 1: Lengths are in metres

SP63095 (E)

Registered: 6.11.2000

C.A. SEE CERTIFICATE

Purpose: STRATA PLAN

Ref. Map: E14

Last Plan: DP 218414#

Name of, and * address for service of notices on, the owners corporation
* Address required on original strata plan only.

THE OWNERS
STRATA PLAN NO. 63095
Nos 102-104 ALBION STREET
SURRY HILLS N S W 2010

Signatures, seals and statements of intention to create easements, restriction on use of land or positive covenants.

PURSUANT TO SECTION 88(B) OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

IT IS INTENDED TO CREATE:

1. EASEMENT TO USE RESTROOM

THE COMMON SEAL OF KIMBERLEY SECURITIES LIMITED
WAS HEREUNTO AFFIXED BY AUTHORITY OF IT'S BOARD OF DIRECTORS AND IN THE PRESENCE OF

KIMBERLEY SECURITIES LIMITED A.C.N. 000 813 470 Common Seal

SECRETARY DIRECTOR

ATTORNEY Print Name: Graham Marshall Position Held: Executive Manager Commercial Property Division

ATTORNEY Print Name: Lisa Miotto Position Held: Credit Analyst

WITNESS Print Name: Tracy Anne Redman

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorneys RODNEY JAMES CLARK and SILVANA ROSSI who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 21.12.99 (Registration No. 4257460) and that he/she has no notice of the revocation of his/her powers

Signature of Witness
SANDY MAHER
Full name of Witness

Signature of Attorney
Signature of Attorney

SIGNED SEALED AND DELIVERED For and on behalf of ST GEORGE BANK LIMITED (A.C.N. 055 513 070) by its attorneys under power of attorney registered No. 125 Book 4182

~~* (Insert type being adopted) **Model By-Laws** adopted for this scheme~~
~~**Keeping of Animals**: Option A/B/C~~
* ~~**Schedule of By-laws** in 15~~ 12 sheets filed with plan
* ~~**No By-Laws apply**~~

* Strike out whichever is inapplicable

SEE SHEET 2 FOR LOCATION PLAN

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE: 13228 CHECKLIST

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Req:R199006 /Doc:SP 0063095 P /Rev:26-Oct-2010 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:1 of 6
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FORM 2

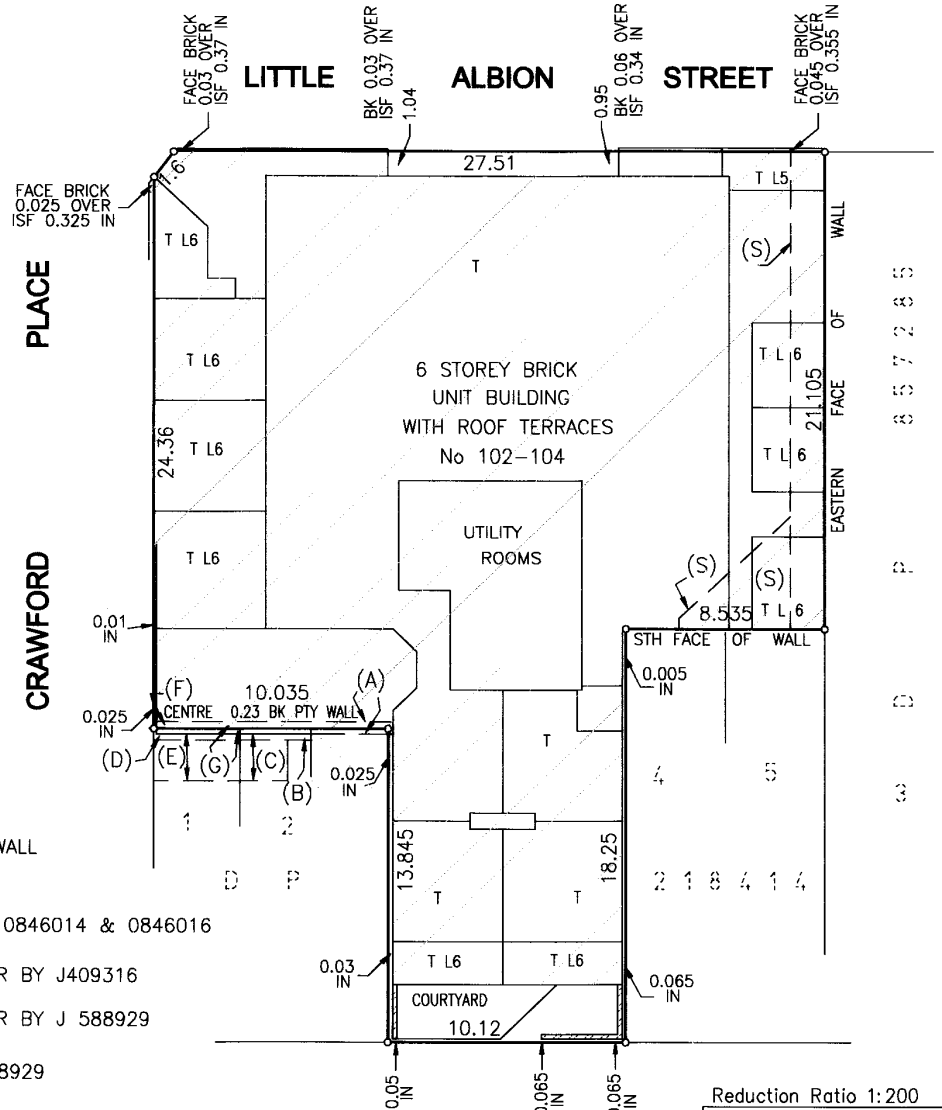
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 2 of 6 Sheets

SP63095

*OFFICE USE ONLY

LOCATION PLAN



ISF DENOTES INSIDE FACE OF MAIN WALL
T DENOTES TERRACE
L DENOTES LEVEL

(S) EASEMENT TO DRAIN SEWAGE BY 0846014 & 0846016
(A) CROSS EASEMENTS BY J409316
(B) EASEMENT FOR CONCRETE GUTTER BY J409316
(C) RIGHT OF WAY BY J409316
(D) EASEMENT FOR CONCRETE GUTTER BY J 588929
(E) RIGHT OF WAY BY J588929
(F) EASEMENT FOR SUPPORT BY J588929
(G) CROSS EASEMENTS BY J588929

Reduction Ratio 1:200

John M. Reid
Registered Surveyor

SURVEYOR'S REFERENCE: 13228–2

~~General Manager~~/Authorised Person

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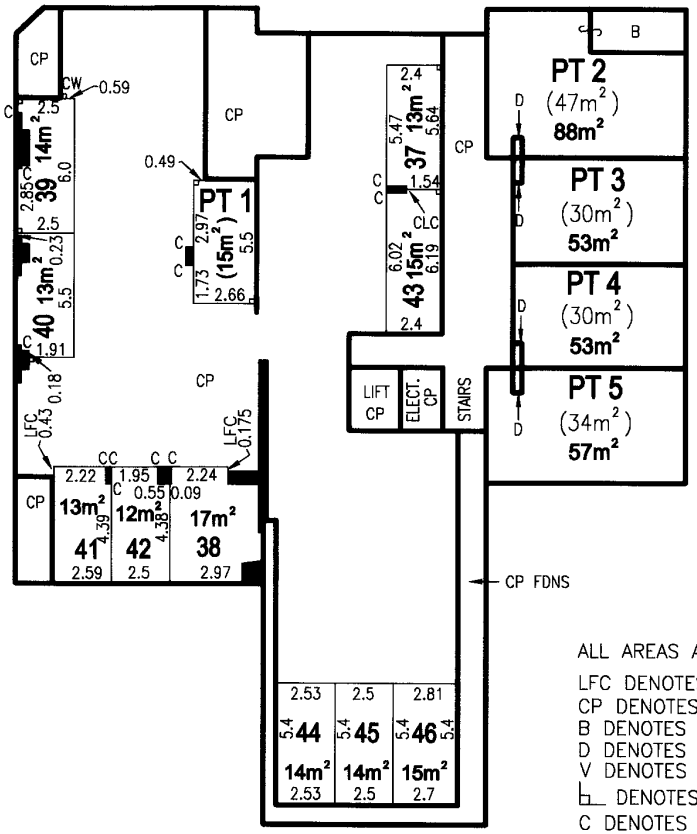
FORM 2

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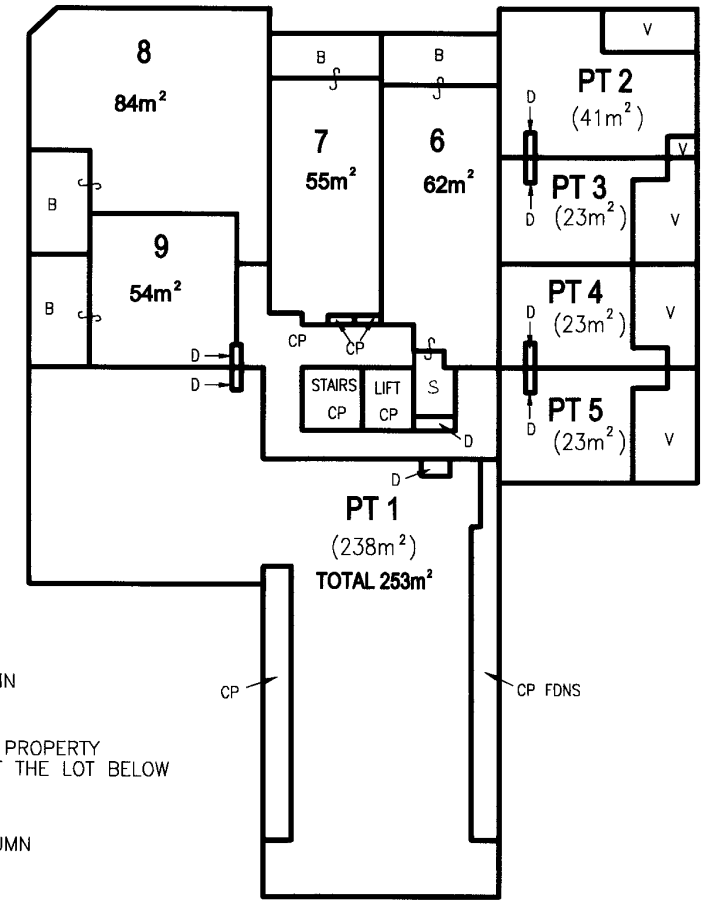
Sheet No 3 of 6 Sheets

S

SP63095



LEVEL 1



LEVEL 2

ALL AREAS ARE APPROXIMATE

LFC DENOTES LINE FACE OF COLUMN
CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY
D DENOTES DUCT AND IS COMMON PROPERTY
V DENOTES VOID FORMING PART OF THE LOT BELOW
⌐ DENOTES 90°
C DENOTES CORNER OF COLUMN
CLC DENOTES CENTRELINE OF COLUMN
CW DENOTES CORNER OF WALL
S DENOTES STORE

Reduction Ratio 1:200

Lengths are in metres

John M. Reid.
Registered Surveyor

SURVEYOR'S REFERENCE: 13228-3

~~General Manager~~/Authorised Person

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PLAN AMENDED IN LPI AT SURVEYORS REQUEST. 6/10/04

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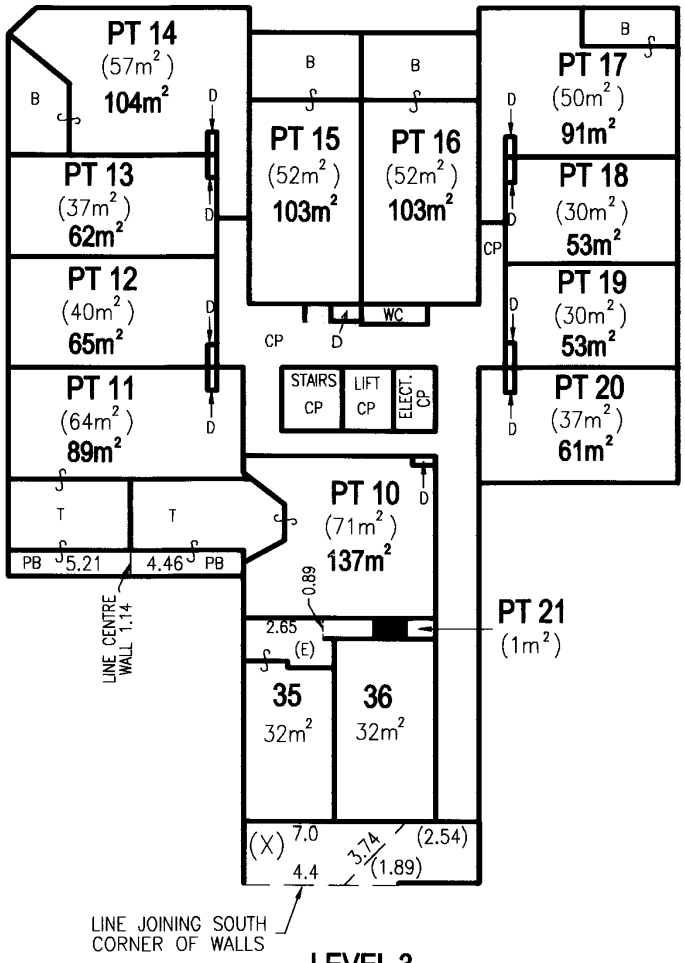
FORM 2

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Sheet No 4 of 6 Sheets

SP63095

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LEVEL 3

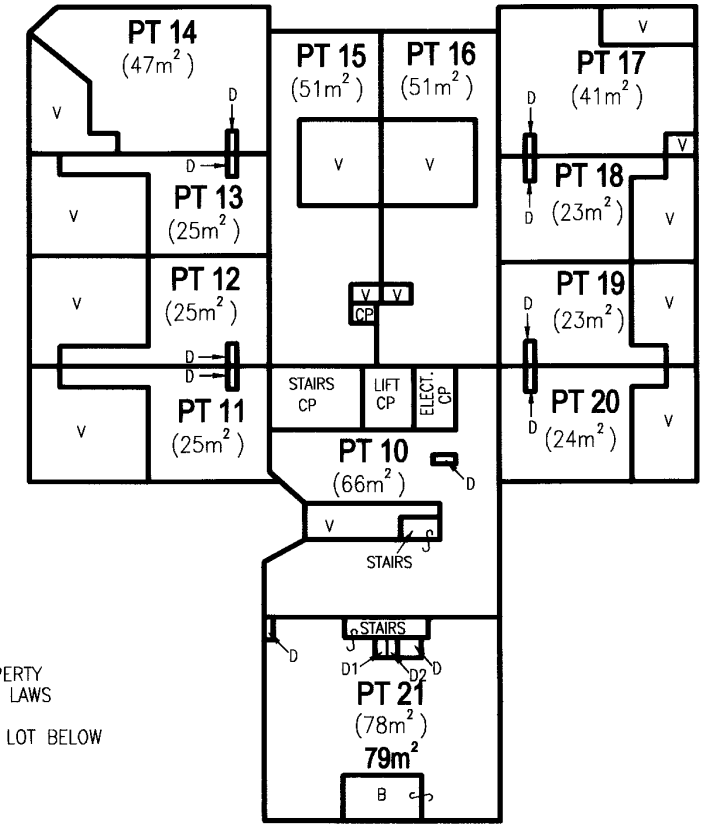
(E) EASEMENT TO USE RESTROOM

ALL AREAS ARE APPROXIMATE

PB DENOTES PLANTER BOX
CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY
D DENOTES DUCT AND IS COMMON PROPERTY
D1 AND D2 DENOTES DUCTS CP SEE BY LAWS
T DENOTES TERRACE
V DENOTES VOID FORMING PART OF THE LOT BELOW
⌙ DENOTES 90°

TERRACES AND PLANTER BOXES ARE LIMITED IN HEIGHT TO 6 ABOVE THE UPPER SURFACE OF THEIR HARDSTAND
WC DENOTES WATER CLOSET CP

(X) DENOTES COMMON PROPERTY PAVED COURTYARD LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE PAVING MATERIAL. SEE BY-LAWS



LEVEL 4

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 13228-4

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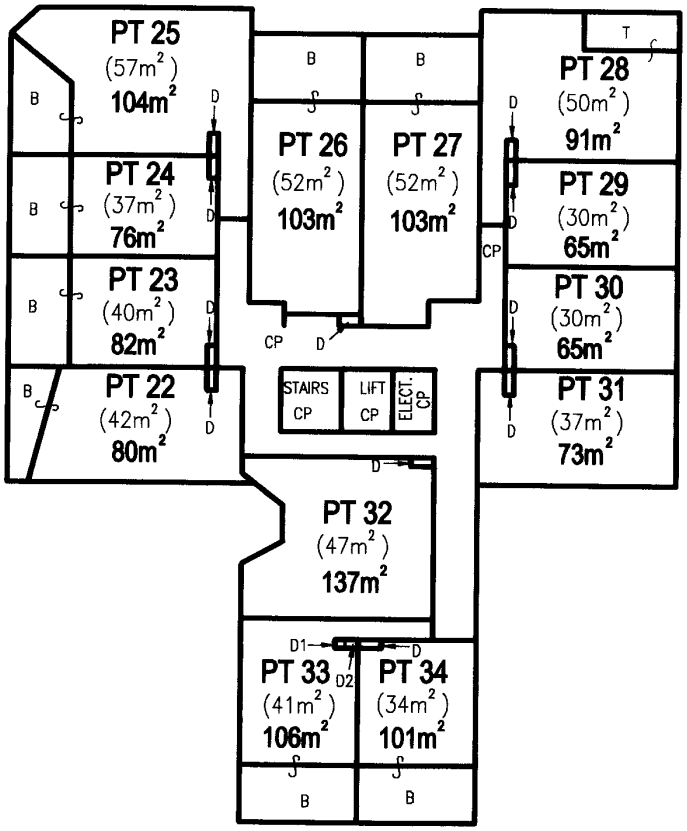
FORM 2

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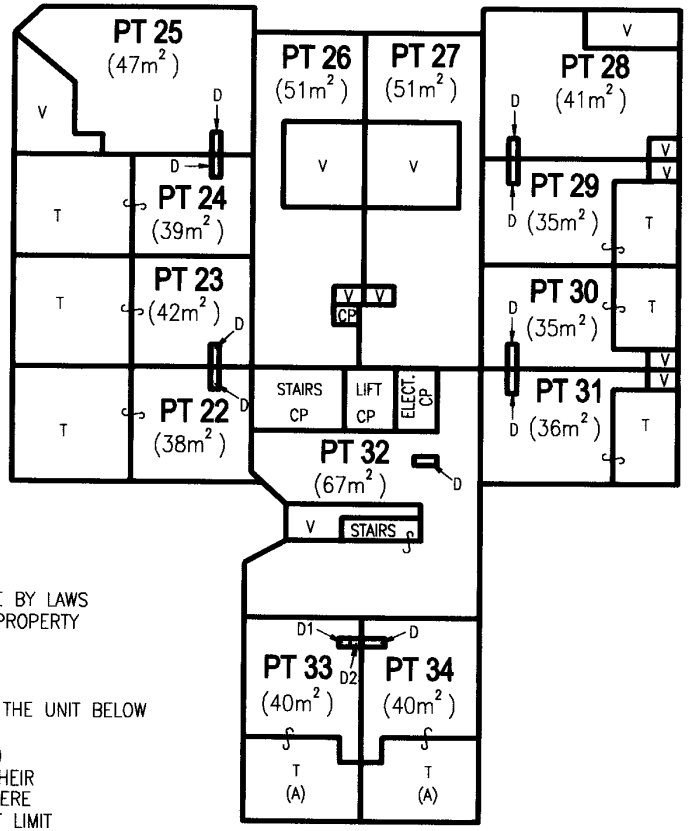
Sheet No 5 of 6 Sheets

SP63095

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LEVEL 5



LEVEL 6

ALL AREAS ARE APPROXIMATE

D1 AND D2 DENOTES DUCTS CP SEE BY LAWS
D DENOTES DUCT AND IS COMMON PROPERTY
CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY
T DENOTES TERRACE
V DENOTES VOID FORMING PART OF THE UNIT BELOW

TERRACES ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTANDS EXCEPT WHERE MARKED (A) WHEREUPON THE HEIGHT LIMIT IS 5.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTANDS

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE: 13228-5

~~General Manager~~/Authorised Person

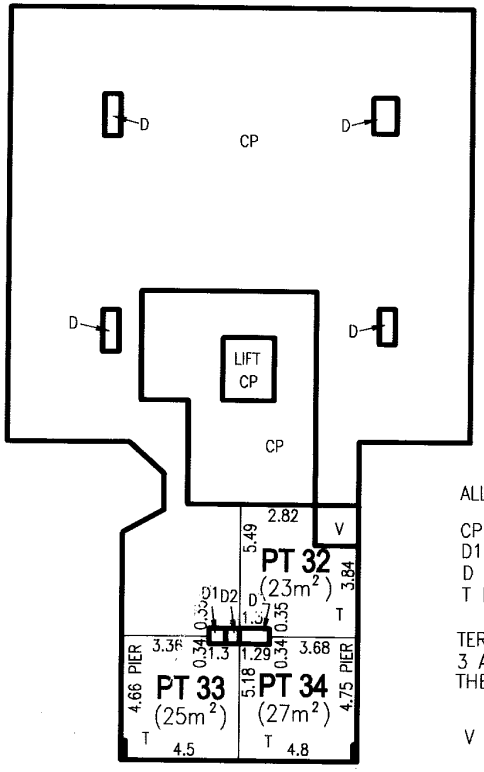
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FORM 2

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Sheet 6 of 6 Sheets

SP63095



ROOF LEVEL

ALL AREAS ARE APPROXIMATE

CP DENOTES COMMON PROPERTY
D1 AND D2 DENOTES DUCTS CP SEE BY-LAWS
D DENOTES DUCT AND IS COMMON PROPERTY
T DENOTES TERRACE

TERRACES ARE LIMITED IN HEIGHT TO
3 ABOVE THE UPPER SURFACE OF
THEIR RESPECTIVE HARDSTANDS

V DENOTES VOID FORMING
PART OF THE LOT BELOW

SCHEDULE OF UNIT ENTITLEMENT	
LOT	UNIT ENTITLEMENT
1	40
2	28
3	23
4	23
5	24
6	20
7	20
8	27
9	18
10	35
11	26
12	27
13	26
14	31
15	32
16	30
17	30
18	26
19	26
20	27
21	28
22	25
23	25
24	25
25	34
26	32
27	32
28	31
29	27
30	27
31	28
32	38
33	28
34	27
35	17
36	17
37-46	2 EACH
AGGREGATE	1000

UNIT ENTITLEMENT FOR LOTS 37 TO 46 ARE 2 EACH TOTAL IS 20

Reduction Ratio 1:200

Lengths are in metres

John M. Reid
Registered Surveyor

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 13228-6

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

SP87277 B

Sheet 1 of 1 Sheet

Plan of strata subdivision of Part of the Common Property in SP 63095 covered by subdivision no. 2012/9

Full name and address of the proprietor of the land:

The Owners – Strata Plan No. 63095
102-104 Albion Street
Surry Hills NSW 2010

Part 1 (Creation)

No. of Item shown in the intention panel on the plan	Identity of restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities:
1	Restriction on the Use of Land	Lots 47 and 48	Sydney City Council

Part 2 (Terms)

1. Terms of the Restriction on the Use of Land numbered 1 in the plan:

Pursuant to section 39 of the *Strata Schemes (Freehold Development) Act, 1973* as amended, the on-site car parking spaces are not to be used by those other than an occupant or tenant or resident of the building.

The common seal of the Owners - Strata Plan No 63095 was hereunto affixed on ....7/3/12..... in the presence of ....Toula Bachas..... being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

Toula Bachas
.....

THE OWNERS - STRATA PLAN No. 63095 Common Seal

.....
Council Authorised Person

REGISTERED 12.9.2012

Req:R718546 /Doc:SP 0063095 B /Rev:10-Nov-2000 /NSW LRS /Pgs:ALL /Prt:31-Jan-2025 10:19 /Seq:1 of 2
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 AND SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metres

PART 1

SP63095

Plan of subdivision of Lot 3 DP 218414 covered by Council's Certificate No. 136/00 dated 23/10/ 2000

Full name and address of proprietor of the land

KIMBERLEY SECURITIES LIMITED (ACN 000 815 476)
Level 2, 90 New South Head Road
Edgecliff 2027

1. **Identity of Easement firstly referred to in abovementioned Plan**

Easement to Use Restroom marked "(E)" on Plan

Schedule of Lots Affected

Lot Burdened	Lot Benefited
35	36

PART 2

1. **Terms of Easements firstly referred to in abovementioned Plan**

Full free and unimpeded right for any person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of that lot with which the right is capable of enjoyment by persons authorised by that person to enter, be in and use the part of the lot burdened shown in the abovementioned plan as "(E) Easement to Use Restroom" at all times as a restroom subject to the following conditions (which conditions are agreements between the registered proprietor of the lot burdened and any person exercising the rights created by this easement):-

(a) The registered proprietor for the time being of the lot benefited shall be equally responsible with the registered proprietor for the time being of the lot burdened for all costs in respect of maintaining, stocking and keeping the restroom in a state of good, clean and serviceable repair.

Name of Authority empowered to vary, modify or release the Easement firstly referred to in the above Plan:

South Sydney City Council

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SP63095

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 AND SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metres

THE COMMON SEAL of **KIMBERLEY SECURITIES LIMITED** was affixed hereto in accordance with its Constitution in the presence of:

KIMBERLEY SECURITIES LIMITED A.C.N. 000 815 476 Common Seal

.....
Secretary

.....
Director

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorneys .....
.....RODNEY JAMES CLARK.....SILVANA ROSSI.....
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 2.12.99.. (Registration No. 4254 book 4320) and that he/she has no notice of the revocation of his/her power.

Signature of Witness
SANDY MAHER
Full name of Witness

Signature of Attorney

Signature of Attorney

SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

ATTORNEY
Print Name: Graham Marshall
Position Held: Executive Manager
Commercial Property Division

ATTORNEY
Print Name: Lisa Miotto
Position Held: Credit Analyst

WITNESS
Print Name: Tracy Anne Redrobe

REGISTERED 6.11.2000

Req:R199007 /Doc:DL J409316 /Rev:08-Apr-1997 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:1 of 6
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THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

FEES — £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
: :
: :
: 3 :15: -
31.7.63

R.P. 13A. No. J 409316

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

SEVEN SHILLINGS SIX PENCE STAMP DUTY

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

JOSEPH VARGA of Woollahra Company Director and CLARA VARGA his wife as joint tenants in an undivided one half share and JULIUS VARGA of Woollahra Company Director and HEDDY VARGA his wife as joint tenants in an undivided one half share

(herein called transferor)

a 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[a] as tenants in common in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of four thousand one hundred pounds (£ 4,100 : -: -) (the receipt whereof is hereby acknowledged) paid to them us by

AHMET DJEMAL RAMADAN, MOUSTAFA HASSAN and HUSSEIN ISMAIL

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

AHMET DJEMAL RAMADAN of 16 Diamond Bay Road, Vaucluse Investor

MOUSTAFA HASSAN of 27 School Parade, West Merrickville Businessman and

HUSSEIN ISMAIL of 30 Telopia Street, Redfern Fork Lift Driver

as joint tenants (herein called transferee)

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred 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 to a subdivision is required this certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).
Cumberland	Alexandria	Part	7763	122 & 123	Lot 2 in D.P. No. 218414

TOGETHER WITH RIGHTS OF WAY ETC. AND SUBJECT TO THE RESERVATIONS CONTAINED IN THE ANNEXURE HERETO MARKED WITH THE LETTER "A".

36877

30123—W 1.61 S1437 K 1165- 2 V. C. N. Blight, Government Printer

16238RP1

Req:R199007 /Doc:DL J409316 /Rev:08-Apr-1997 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:2 of 6
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16238

And the transferee covenant(s) with the transferor[a]

TOGETHER WITH full and free right as appurtenant to the land hereby transferred for the transferees and their successors in title, owners and occupiers for the time being of the land hereby transferred to go, pass and re-pass at all times over, along and upon the fire escape stairway overhanging all that piece of land three (3) feet wide shown in Lot 1 in Deposited Plan No. 218414 and marked "site of proposed right-of-way three (3) feet wide" conditionally upon the said transferees and their successors in title contributing one half (½) of the reasonable cost of repairing, renewing, replacing, cleansing and maintaining the said fire escape stairway or any replacement or substitute therefor AND TOGETHER WITH full and free right as appurtenant to the land hereby transferred for the transferees and their successors in title owners and occupiers for the time being of the land hereby transferred to use the concrete gutter six (6) inches wide along that part of the said Lot 2 in Deposited Plan Number 218414 marked "site of proposed easement six (6) inches wide for the support of a footway from the building for the time being erected on the said Lot 2 provided that the said footway does not encroach upon that part of Lot 2 shown in Deposited Plan Number 218414 as "site of proposed right-of-way three (3) feet wide" AND TOGETHER WITH full and free right as appurtenant to the land hereby transferred to drain water and sewerage from the land hereby transferred through all that piece of land in Lot 1 shown in Deposited Plan Number 218414 marked "site of proposed right-of-way three (3) feet wide" through properly sealed drainage and sewerage pipes AND TOGETHER WITH full and free right for the transferees and their successors in title, owners and occupiers for the time being of the land hereby transferred and their workmen, servants or agents at all times hereafter to enter upon the said Lot 1 as far as may be necessary for the purpose of maintaining, repairing or renewing the said drainage and sewerage pipes doing as little damage as possible and making reasonable compensation for all damage done or caused thereby and for the purpose of the provisions of the Conveyancing Act section 88 IT IS HEREBY AGREED AND DECLARED that the land benefited is the land hereby transferred the land burdened is Lots 1 and 3 Deposited Plan Number 218414 and the persons having the right to release vary or modify the easements hereby created shall be the registered proper proprietor or proprietors for the time being of the land hereby transferred excepting and reserving unto the transferors and their successors in title the said fire escape stairway overhanging part of the land hereby transferred AND RESERVING unto the transferors their successors in title owners and occupiers for the time being of Lot 3 in Deposited Plan Number 218414 of every part thereof full and free right as appurtenant to the said Lot 3 in Deposited Plan Number 218414 to permit the said fire escape stairway or any replacement or substitute therefor to hang over that part of the land hereby transferred marked "site of proposed right-of-way three (3) feet wide" on the said Deposited Plan and at all times in case of emergency to go pass and re-pass over along and upon the said fire escape stairway or any replacement or substitute therefor and also the right and liberty for the transferors their successors in title owners and occupiers for the time being of the said Lot 3 in Deposited Plan Number 218414 and their agents and workmen from time to time to enter upon the land hereby transferred for the purpose of repairing, renewing, replacing, cleansing and maintaining the said fire escape stairway or any replacement or substitute therefor doing as little damage as possible and making reasonable compensation for all damage done or caused thereby AND RESERVING unto the transferors their successors in title owners and occupiers for the time being of Lot 3 in Deposited Plan Number 218414 for the support of concrete gutter six (6) inches wide along that part of the said Lot 2 in Deposited Plan Number 218414 marked "site of proposed easement six (6) inches wide for the support of concrete gutter" AND IT IS HEREBY AGREED AND DECLARED that the land benefited is the said Lot 3 in Deposited Plan Number 218414 the land burdened is the land hereby transferred and the persons having the right to release, vary or modify the easement hereby created shall be the registered proprietor or proprietors for the time being of the said Lot 3 in Deposited Plan Number 218414.

[a] Strike out if unnecessary, or suitably adjust,

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.[a]

[a] A very short note will suffice.

K 1165—2 sc 437

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(3)

"A"

THIS IS THE ANNEXURE MARKED "A" MENTIONED AND REFERRED TO IN MEMORANDUM OF TRANSFER NO. J409316 BETWEEN JOSEPH VARGA, CLARA VARGA, JULIUS VARGA AND HEDDY VARGA (TRANSFERORS) AND AHMET DJEMAL RAMADAN, MOUSTAFA HASSAN AND HUSSEIN ISMAIL (TRANSFEREES) DATED THE 22ND DAY OF JULY, 1963.

TOGETHER WITH a right of way as appurtenant to the land hereby transferred for the transferees and their successors in title and occupiers for the time being of the land hereby transferred over that part of Lot 1 in Deposited Plan No. 218414 marked "site of proposed right of way three (3) feet wide" with the right of using the fire-escape stairway overhanging the same conditionally upon the said transferees and their successors in title contributing one half of the reasonable cost of repairing, renewing, replacing, cleansing and maintaining the said fire-escape stairway or any replacement or substitute therefor AND TOGETHER WITH full and free right as appurtenant to the land hereby transferred to drain water and sewerage from the land hereby transferred through all that piece of land in Lot 1 in Deposited Plan No. 218414 marked "site of proposed right of way three (3) feet wide" through properly sealed drainage and sewerage pipes AND TOGETHER WITH full and free right for the transferees and their successors in title, owners and occupiers for the time being of the land hereby transferred and their workmen, servants or agents at all time hereafter to enter upon the said Lot 1 as far as may be necessary for the purpose of maintaining repairing or renewing the said drainage and sewerage pipes doing as little damage as possible and making reasonable compensation for all damage done or caused thereby and for the purpose of the provisions of the Conveyancing Act 1919 Section 88 IT IS HEREBY AGREED AND DECLARED that the land benefited is the land hereby transferred and the land burdened is Lot 1 in Deposited Plan No. 218414 AND RESERVING UNTO the transferors their successors in title owners and occupiers for the time being of Lot 3 in Deposited Plan No. 218414 and of every part thereof an easement as appurtenant to Lot 3 in Deposited Plan No. 218414 for concrete gutter attached to the building erected on Lot 3 to overhang that part of the land hereby transferred marked "site of proposed easement six (6) inches wide for the support of concrete gutter" subject to the right of the transferees and their successors in title owners and occupiers for the time being of the land hereby transferred to use such part of the concrete gutter not being comprised within that part of the land hereby transferred marked "site of proposed right of way three (3) feet wide" for support of a ramp and for the purpose of the provisions of the Conveyancing Act 1919 Section 88 IT IS HEREBY AGREED AND DECLARED that the land benefited is Lot 3 in Deposited Plan No. 218414 and the land burdened is the land hereby transferred AND RESERVING UNTO the transferors their successors in title owners and occupiers for the time being of Lot 3 in Deposited Plan No. 218414 and of every part thereof a right of way as appurtenant to the said Lot 3 over that part of the land hereby transferred shown as "site of proposed right of way three (3) feet wide" limited to the use of the fire-escape stairway overhanging the same or

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J6238RP1

any replacement or substitute therefor and to the right to repair, renew, replace, cleanse and maintain the said fire-escape stairway or any replacement or substitute therefor doing as little damage as possible and making reasonable compensation for all damage done or caused thereby and for the purpose of the provisions of the Conveyancing Act 1919 Section 88 IT IS HEREBY AGREED AND DECLARED that the land benefited is Lot 3 in Deposited Plan No. 218414 and the land burdened is the land hereby transferred.

SIGNED in my presence by the Transferors JOSEPH VARGA and CLARA VARGA who are personally known to me:

Yvonne Goler
Sydney

Joseph Varga
Clara Varga

SIGNED in my presence by the Transferors by their attorney JULIUS VARGA and HEDDY VARGA who ~~are~~ is personally known to me:

Yvonne

JULIUS VARGA by his attorney
Joseph Varga
JOSEPH VARGA

HEDDY VARGA by her attorney
Joseph Varga
JOSEPH VARGA

SIGNED in my presence by the Transferees AHMET DJEMAL RAMADAN, MOUSTAFA HASSAN and HUSSEIN ISMAIL who are personally known to me:

John K. Daniel
Solr. Sydney

A. D. Ramadan
Mustafa Hassan
H. Ismail

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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."

‡ Execution in New South Wales may be proved if this instrument is 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 should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for 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,

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public,

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and 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.

§ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Sydney the 22nd day of July 1963

Signed in my presence by the transferors JOSEPH VARGA and CLARA VARGA who are PERSONALLY KNOWN TO ME

Joseph Varga

Clara Varga

Transferor.*

Signed in my presence by the transferors JULIUS VARGA and HEDDY VARGA by their attorney who are personally known to me:

JULIUS VARGA by his Attorney Joseph Varga

HEDDY VARGA by her Attorney Joseph Varga

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

A. D. Ramadan

Mostafa Hagras

Transferee(s).

Signed in my presence by the transferees who is PERSONALLY KNOWN TO ME

John R. Daniel

Solr. Sydney.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 73631 *to* 73832 *Miscellaneous Register* or either of them *under the authority of which he has just executed the within transfer.*

Signed at Sydney *the* 22nd *day of* July 1963.

Signed in the presence of—

A Commissioner for Affidavits

Joseph Varga

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF 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 own handwriting, and that he was of sound mind and freely and voluntarily signed the same.*

‡ To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations 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 noticed in the attestation.

K 1165—2 St 437

1623RP-1
1623RP-1

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No. J 409316

LODGED BY

COMMONWEALTH SAVINGS BANK OF AUS. LENDING DEPT.

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3 8s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1
2
3
4
5
6

Received Docs. Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

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.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

INDEXED

MEMORANDUM OF TRANSFER

Checked by

Particulars entered in Register Book,

Volume 9511 Folio 62, 63 & 64

ANC

Passed (in S.D.B.) by

the 2nd day of November 1964 at

2 minutes past 11 o'clock in the fore noon.

Signed by

Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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		

VOL. FOL.

30123 K 1165 St 437

Req:R199009 /Doc:DL J588929 /Rev:08-Apr-1997 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:1 of 3
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FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES:— £ s. d.
Lodgment 1:0:-
Endorsement
Case 1:5:-

R.P. 13. No. J 588929

New South Wales 28 JUN 1964

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)

SEVEN SHILLINGS SIX PENCE STAMP DUTY

I, WE, JOSEPH VARGA formerly of Woollahra and now of 56 Hopetoun Avenue, Vaucluse Company Director, CLARA VARGA his wife & JULIUS VARGA of 12 Laing Avenue, Killara Company Director and HEDDY VARGA his wife (herein called transferor) being registered as the proprietors of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ~~three thousand one hundred and twenty five pounds~~ two thousand seven hundred and fifty pounds (£2750) (~~£3125.0.0~~) (the receipt whereof is hereby acknowledged) paid to us

ARTHUR JOSEPH BAYLEY and NOELEEN JOYCE BAYLEY

do hereby transfer to

[c1] ARTHUR JOSEPH BAYLEY of 98 Albion Street Surry Hills Shop-Keeper and NOELEEN JOYCE BAYLEY his wife (herein called transferee)[a2] as joint tenants

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title: Whole or Part	Vol.	Fol.	Description of Land (if part only)[d]
Cumberland	Alexandria	Part	7763	122	Being Lot 1 in Deposited Plan No. 218414.
Cumberland	Alexandria	Whole	7763	123	

Correct D.P. 218414.

ENCUMBRANCES, &c., REFERRED TO[e]

Subject to reservations and conditions if any in the Crown Grant. Subject to reservations and conditions as set forth in the annexure hereto. Subject to right of way as created by Transfer No. J409316. Subject to drainage easement as created by Transfer No. J409316. Cross easements as created by the operation of S.181B of the Conveyancing Act 1919.

Signed at Sydney the 28th day of June 1964

[f] Signed in my presence by the transferor[s] are WHO IS PERSONALLY KNOWN TO ME

Solicitor Sydney

Joseph Varga
Clara Varga [Transferor]

[g] Signed

Signed in my presence by the transferee[s] are WHO IS PERSONALLY KNOWT TO ME

Solicitor Sydney

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

A. J. Bayley
N. J. Bayley
Transferee(s)

Now C.T. Vol. 9511 Fol. 62.

NOT TO BE ALTERED BY ERASURE—See Foot Note

[a] This must not be disclosed in transfer.)

[b] Writing or handwriting in this document should not extend into any margin. Handwriting must be clear and legible and permanent black non-fading

[c] For a less estate, strike out "*fee simple*" and interline required alteration.

[c1] Name in full the name of the person who furnished the consideration monies.

[c2] Name in BLOCK LETTERS the full name, postal address and description of the persons (eg. and if more than one, whether they hold as joint tenants or tenants in common.

[d] The description may refer to the defined residue of the land in a certificate or grant (eg. "and being residue after transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in maps filed in the Office of the Registrar General (eg. "and being lot sec. D.P. ").

Unless authorised by Reg. 53 made under the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on a transfer form.

A very short note will suffice.

[e] Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, by whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should endorse the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

[f] Insert attestation if necessary.

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."

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations 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 noticed in the attestation.

5t 437—W K 1165 W. C. N Blight, Government Printer

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J 588929

LODGED BY

No. .....

PARTIAL DISCHARGE OF MORTGAGE[a]

(N.B. Before execution read marginal note)

I,

mortgagee under Mortgage No.

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 this day of 19 .

Signed in my presence by

.....

who is personally known to me.

Mortgagee.

[a] This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land comprised in the mortgage.

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. Miscellaneous Register under the authority of which he has just executed the within transfer.[i]

Signed at the day of , 19 .

Signed in the presence of—

.....

[i] Strike out inapplicable words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[j]

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 own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

.....

[j] To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits or other functionary before whom the attesting witness appears. Not required if instrument lodged signed or acknowledged before one of the parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing
Checked by	Particulars entered in Register Book, Volume 9511 Folio 62	1. 4. Received D 2. 5. Nos. 3. 6. Receiving Cl
Passed (in S.D.B.) by		
Signed by	on 2 11 1964 at 12 noon 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		

VOL. FOL.

FEES.

The Fees, which are payable on lodgment, are as follows:

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following —

(i) where a restrictive covenant is imposed; or

(ii) a new easement is created; or

(iii) a partial discharge of mortgage is endorsed on the transfer.

K 1165 £1437—W

EXTRA FEE

50052 RP-1E

Req:R199010 /Doc:DL 0846014 /Rev:20-Nov-1997 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:1 of 6
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97-0772

TRANSFER
including easement
Real Property Act 1900

0
846014 S

Office

N.S.W. STAMP DUTY
$2.00
12129S 052Y 04 20104937/03

(A) **LAND TRANSFERRED**
Show no more than 20 References to Title.
If appropriate, specify the share transferred.

Folio identifier 4/218414

(B) **TENEMENTS**

Servient (land burdened)	Dominant (land benefited)
Folio identifier 3/218414	Folio identifier 4/218414

(C) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone
374	JB WBC 4630313O ~~M65~~
	REFERENCE (max. 15 characters):

(D) **TRANSFEROR** MARAVALE PTY LIMITED A.C.N. 003 362 356

(E) acknowledges receipt of the consideration of $281,750.00 and subject to the following

(F) **ENCUMBRANCES** 1. ..... 2. ..... 3. ..... as regards the above land

(G) transfers to the transferee an estate in fee simple and the transferor — grants an easement as set out in Schedule One hereto

(H) ~~— reserves an easement as set out in Schedule Two hereto~~

(I) **TRANSFEREE**

T	ROSS JAMES BARRON
TENANCY:	over

(J)

(K) We certify this dealing correct for the purposes of the Real Property Act 1900. **DATED** 21/12/95

Signed in my presence by the transferor who is personally known to me.
SIGNED for and on behalf of MARAVALE PTY LIMITED by ELLEN LOUIE its duly authorised attorney persuant to power of attorney Book 4119 No. 554 in the presence of:-

Signature of Witness

J. Todorovski
Name of Witness (BLOCK LETTERS)

77 Castlereagh St Sydney
Address of Witness

Signature of Transferor

Signed in my presence by the transferee who is personally known to me.

Signature of Witness

ADRIAN JOHN CULEY
Name of Witness (BLOCK LETTERS)

PARRAMATTA N.S.W.
Address of Witness

Signature of Transferee

8.12.95
CHECKED BY (office use only)

off L W172304
off L W975600
off L X57261
off L 4570317

cT 3/218414 folio 374.

EFG, BT

0794LTO

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON PAGE 4

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"A"

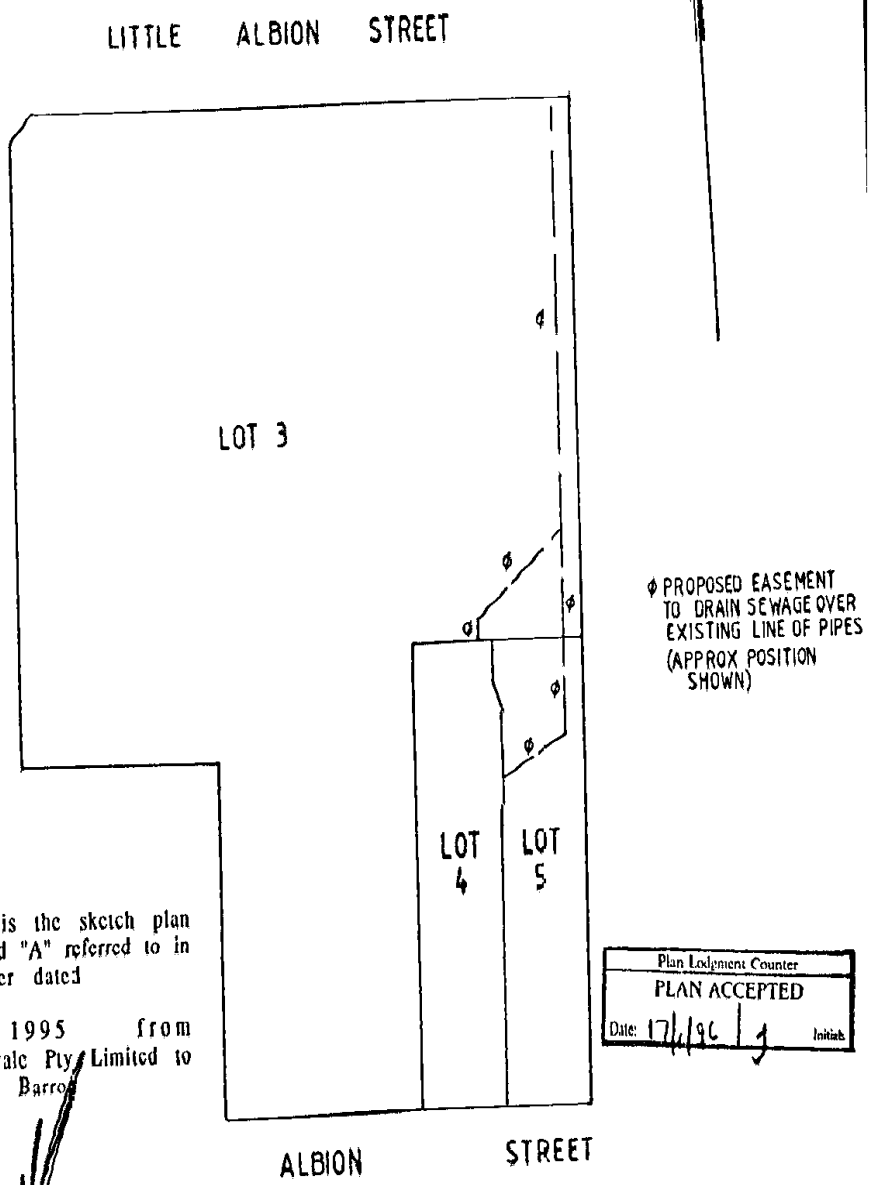
BRIAN TUCKER & ASSOC. PTY. LTD.
CONSULTING SURVEYORS
A.C.N. 001 847 678

1st Floor,
134 Botany Road,
Alexandria, N.S.W. 2015
P.O. Box 137,
Alexandria, N.S.W. 2015
Telephone: (02) 698 9389
Fax: (02) 318 1636

BRIAN TUCKER B.SURV.
REGISTERED SURVEYOR

SKETCH SHOWING SITE OF PROPOSED EASEMENT TO DRAIN SEWAGE OVER LOT 3 AND LOT 4 IN DEPOSITED PLAN 218414

REDUCTION RATIO : 1:250



This is the sketch plan marked "A" referred to in transfer dated

1995 from Maravale Pty Limited to Ross James Barro

Plan Lodgment Counter
PLAN ACCEPTED
Date: 17/4/96 Initials

REGISTERED SURVEYOR

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(M)

~~SCHEDULE TWO~~
~~reservation of easement~~

~~Complete the Terms panel on the front~~

~~The transferor reserves~~

Req:R199010 /Doc:DL 0846014 /Rev:20-Nov-1997 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:4 of 6
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Z 46303130

General Power of Attorney

Part 1

THIS POWER OF ATTORNEY is made on the 8th day of December 1995.

by MARAVALE PTY. LIMITED

of 8TH Floor, Benjamin House, 2 - 4 Bellevue Street Surry Hills

1. I appoint ELLEN LOUIE

of 16/77 Castlereagh Street Sydney

and

of

to be my attorney(s) (where more than one jointly and/or severally) to exercise, subject to any conditions and limitations specified in Part 2 of this Instrument, the authority conferred on him/her/them by Section 163B of the Conveyancing Act, 1919, to do on my behalf anything I may lawfully authorise an attorney to do.

(*Clause 2 or 3, or clauses 2 and 3, may be omitted.)

*2. In the exercise of the authority conferred on him/her/them by Section 163B of the Conveyancing Act, 1919, my attorney(s) is/are authorised to execute an assurance or other document, or do any other act, whereby a benefit is conferred on him/her/them.

If this clause is to apply then the Certificate over page will need to be completed.

~~*3. This general power of attorney is given with the intention that it will continue to be effective notwithstanding that after its execution I suffer loss of capacity through unsoundness of mind.~~

Part 2

CONDITIONS AND LIMITATIONS

REGISTERED IN THE LAND TITLES OFFICE BOOK 4119 No. 554 13 DEC 1995

IN WITNESS whereof I the said MARAVALE PTY. LIMITED have hereunto set my hand and seal on the abovementioned date.

MARAVALE PTY. LTD. A.C.N. 003 363 356 Common Seal

If Clause 3 is to apply, then the Grantor's signature must be witnessed by a prescribed person.

~~SIGNED SEALED and DELIVERED by the said in the presence of~~

THE COMMON SEAL OF MARAVALE PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

.....
~~Witness~~ Secretary

.....
Director

Req:R199010 /Doc:DL 0846014 /Rev:20-Nov-1997 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:5 of 6
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Certificate Under Section 163F(2) of the Conveyancing Act 1919

I

of

hereby certify that:

1. I explained the effect of the General Power of Attorney on the preceding page to the Grantor of the General Power of Attorney before it was executed.
2. I am a prescribed person (not being an attorney under this General Power of Attorney).
3. I have attested the execution of this Power of Attorney by the Grantor.

.....

Solicitor/Barrister/Clerk of Petty Sessions

* **Prescribed Persons**
For the purpose of attesting an instrument under Section 163F(2)(b) of the Conveyancing Act 1919 ("the Act") the following are prescribed persons:

1. **Attesting within Australia**
A clerk of petty session, a barrister or solicitor of a Court of any State or Territory of the Commonwealth but excluding a solicitor who acts for or is employed in the legal practice of a solicitor appointed as an attorney under the instrument or a solicitor who is a member of a partnership which carries on legal practice of which an attorney under the instrument is a member.
2. **Attesting outside Australia**
A person referred to in 1 above or a legal practitioner duly qualified in that country, instructed and employed independently of any legal practitioner appointed under the instrument.

LODGED BY:

Delivery Box Number

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10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for First and Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM.

0846014

FIRST SCHEDULE DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	DETAILS
4/218414	6	Ross James Barron

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
3/218414	OFF	L	W172304	
	OFF	L	W975600	
	OFF	L	X 57261	
	OFF	L	Y 570317	
	ON	EA		Easement to drain sewage affecting part of the land above described shown so burdened in plan with 0846014.
4/218414	ON	EB		Easement to drain sewage appurtenant to the land above described affecting part of Lot 3 shown in plan with 0846014.

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97-0772

TRANSFER
including easement
Real Property Act 1900

0
846014 S

Office

N.S.W. STAMP DUTY
$2.00
12129S 052Y 04 20104937/03

(A) **LAND TRANSFERRED**
Show no more than 20 References to Title.
If appropriate, specify the share transferred.

Folio identifier 4/218414

(B) **TENEMENTS**

Servient (land burdened)	Dominant (land benefited)
Folio identifier 3/218414	Folio identifier 4/218414

(C) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone
374	JB WBC 4630313O ~~M65~~
	REFERENCE (max. 15 characters):

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T	ROSS JAMES BARRON
TENANCY:	over

(J)

(K) We certify this dealing correct for the purposes of the Real Property Act 1900. **DATED** 21/12/95

Signed in my presence by the transferor who is personally known to me.
SIGNED for and on behalf of MARAVALE PTY LIMITED by ELLEN LOUIE its duly authorised attorney persuant to power of attorney Book 4119 No. 554 in the presence of:-

Signature of Witness

J. Todorovski
Name of Witness (BLOCK LETTERS)

77 Castlereagh St Sydney
Address of Witness

Signature of Transferor

Signed in my presence by the transferee who is personally known to me.

Signature of Witness

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Name of Witness (BLOCK LETTERS)

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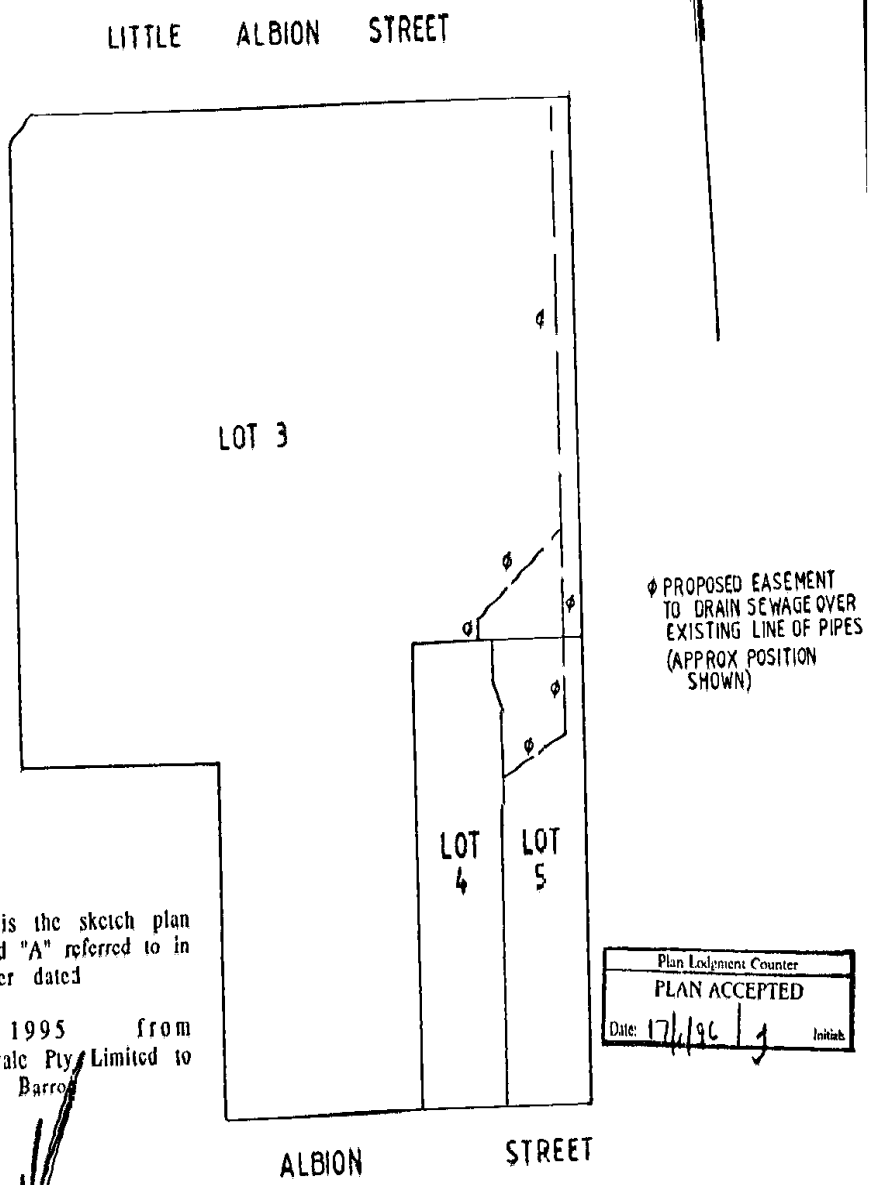
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~~reservation of easement~~

~~Complete the Terms panel on the front~~

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~~Witness~~ Secretary

.....
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Req:R199010 /Doc:DL 0846014 /Rev:20-Nov-1997 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:5 of 6
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LODGED BY:

Delivery Box Number

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Req:R199012 /Doc:DL AG844370 /Rev:03-Apr-2012 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:1 of 1
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Form: 11R
Licence: 05-11-683
Licensee: Softdocs

REQUEST

New South Wales
Real Property Act 1900

AG844370E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg 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) **STAMP DUTY**	If applicable. Office of State Revenue use only		
(B) **TORRENS TITLE**	CP/SP63095		
(C) **REGISTERED DEALING**	Number	Torrens Title	
(D) **LODGED BY**	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any MADDOCKS LAWYERS DX 10284 SYDNEY STOCK EXCHANGE Reference (optional): B2B:MWB	CODE R
(E) **APPLICANT**	AUSGRID ABN 67 505 337 385		
(F) **NATURE OF REQUEST**	Application to Note PROPOSED ACQUISITION Section 11 Land Acquisition (Just Terms Compensation) Act 1991		
(G) **TEXT OF REQUEST**	THE APPLICANT requests the Registrar General to note that the land referred to above is subject to a Proposed Acquisition Notice dated 25 November 2011.		

DATE 29 / 2 / 2012

(H)

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: Todd Neal
Capacity: Solicitor for the applicant

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded to LPMA through eNOS.*
The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. [ ] Full Name: ..... Signature: .....

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

Req:R199013 /Doc:DL AG922118 /Rev:11-May-2012 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:1 of 6
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Form: 11R
Licence: 05-11-683
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REQUEST

New South Wales
Real Property Act 1900

AG922118G

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg... 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) **STAMP DUTY**	If applicable. Office of State Revenue use only		
(B) **TORRENS TITLE**	CP/SP63095		
(C) **REGISTERED DEALING**	Number	Torrens Title	
(D) **LODGED BY**	Document Collection Box 48T	Name, Address or DX, Telephone, and Customer Account Number if any: LLPN: 123819E CITYLINK Maddocks Reference (optional): AT	CODE R
(E) **APPLICANT**	AUSGRID ABN 67 505 337 385		
(F) **NATURE OF REQUEST**	Resumption Application Section 31A(3) Real Property Act 1900		
(G) **TEXT OF REQUEST**	THE APPLICANT in consequence of the resumption notified in the Government Gazette dated 23 March 2012 folio 6387 a copy of which is annexed, requests the Registrar-General to make such recordings in the Register as may be necessary to give effect to the resumption as far as it relates to the land referred to above.		

DATE ..... / ..... / .....

(H) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: Todd Neal
Capacity: Solicitor for the applicant

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded to LPMA through eNOS.*
The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. [ ] Full Name: ..... Signature: .....

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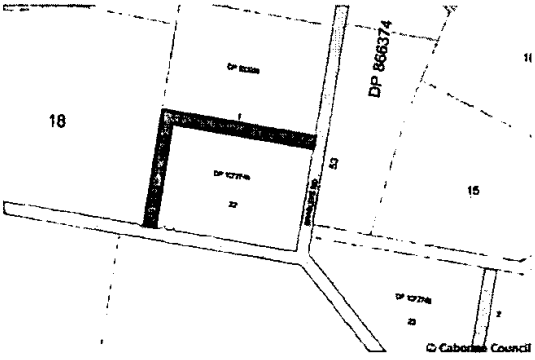
PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

CABONNE COUNCIL

Public Notice – Road Naming

NOTICE is hereby given that Cabonne Council in pursuance of section 162 of the Roads Act 1993, has now determined the name for the road running west off Bradleys Road then traversing to the south, around Lot 22, DP 1072746. The name of this road is 'Warren Road'. The extent of the road is depicted on the map below.



G. L. P. FLEMING, General Manager, Cabonne Council, PO Box 17, Molong NSW 2866. [6379]

GREAT LAKES COUNCIL

Roads Act 1993, Section 162
Roads (General) Regulation 2000

Naming of Roads

ERRATUM

NOTICE is hereby given that Great Lakes Council, pursuant to the aforementioned Act and Regulation, has named the roads described hereunder. GLENN HANDFORD, General Manager, Great Lakes Council, Breese Parade, Forster, NSW 2428.

The notice published by Great Lakes Council in the *NSW Government Gazette* No. 87 on 11 July 2008, folio 6942 requires amending.

The road name "Martins Road" was described as being located on the southern boundary Lot 9, DP 1017073 between Pacific Highway and Coolongolook River. It is now clarified that Martins Road is located on the northern boundary Lot 9, DP 1017073 between Pacific Highway and Coolongolook River.

This erratum now amends that error. [6380]

LANE COVE COUNCIL

Local Government Act 1993, Section 50 (4)

Vesting of Lot 18, Deposited Plan 21129

LANE COVE COUNCIL, pursuant to section 50 (4) of the Local Government Act 1993 notifies that Lot 18 in Deposited Plan 21129 is vested in Council. Dated: 6 March 2012. PETER BROWN, General Manager, Lane Cove Council, PO Box 20, Lane Cove NSW 1595. [6381]

MAITLAND CITY COUNCIL

Roads Act 1993, Section 10

Dedication of Land as a Public Road

NOTICE is hereby given that in accordance with section 10 of the Roads Act 1993, the land described in the Schedule below is dedicated as a public road. DAVID EVANS, General Manager, Maitland City Council, PO Box 220, Maitland NSW 2320.

SCHEDULE

Lot 10, DP 1172386, being land situated on Tank Street, Morpeth. [6382]

PENRITH CITY COUNCIL

PURSUANT to Clause 9 of the Roads Regulation 2008, notice is hereby given of the naming of the following roads:

Name	*Location*
Northridge Road	Jordan Springs
Nelson Street	Jordan Springs
Montague Drive	Jordan Springs
Buchanan Street	Jordan Springs
Discovery Way	Jordan Springs
Jardine Way	Jordan Springs
Sinclair Parade	Jordan Springs
Server Avenue	Jordan Springs
Cropton Street	Jordan Springs
Scarborough Rise	Jordan Springs
Fleet Avenue	Jordan Springs
Sharp Avenue	Jordan Springs
Greenwood Parkway off the Northern Road	Jordan Springs
Alinta Promenade	Jordan Springs
Bowral Grove	Jordan Springs
Illoura Way	Jordan Springs
Adina Street	Jordan Springs
Wallara Green	Jordan Springs
Binalong Street	Jordan Springs
Patanga Crescent	Jordan Springs
Tengala Drive	Jordan Springs
Cullen Avenue	Jordan Springs
Cabarita Way	Jordan Springs
Milpera Street	Jordan Springs
Koorala Gardens	Jordan Springs
Killuna Way	Jordan Springs
Elimatta Avenue	Jordan Springs
Nabilla Street	Jordan Springs
Katandra Place	Jordan Springs

For further information please contact Mr ALAN STONEHAM, General Manager, Penrith City Council, PO Box 60, Penrith NSW 2751, tel.: (02) 4732 7777. [6383]

Req:R199013 /Doc:DL AG922118 /Rev:11-May-2012 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:3 of 6
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WALCHA COUNCIL

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

WALCHA COUNCIL declares with the approval of Her Excellency the Governor that the land described in the Schedule below, excluding any mines or deposits of minerals in the land, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for a public road. Dated at Walcha, this 15th day of March 2012. JACK O'HARA, General Manager, Walcha Council, PO Box 2, Walcha NSW 2354.

SCHEDULE

Lot 1, DP 1129074. [6384]

ESTATE NOTICES

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of FRICAS PLOKSTYS, late of Aminya Centre, 6 Goolgong Avenue, Baulkham Hills (formerly of South Granville), in the State of New South Wales, pensioner, who died on 29 November 2011, must send particulars of the claim to the legal representatives for the estate, Richard Raymond Plokstys and Christine Margaret Plokstys, c.o. Bennett Stewart & Shirvington, Solicitors, 1 York Street, Sydney NSW 2000, within 30 days from publication of this notice. After that time and after 6 months from the date of death of the deceased the legal representatives intend to distribute the property in the estate having regard only to the claims of which the legal representatives had notice at the time of distribution. Probate was granted on 2 March 2012. BENNETT STEWART & SHIRVINGTON, Solicitors, Level 1, 1 York Street, Sydney NSW 2000, tel.: (02) 9247 5563. Reference: Peter Court. [6385]

OTHER NOTICES

AUSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Electricity Supply Act 1995

AUSGRID declares with the approval of Her Excellency the Governor that the Interest in Land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the construction, protection, operation and maintenance of the City East Cable Tunnel by Ausgrid as authorised under the Electricity Supply Act 1995.

Dated this 21st day of March 2012.

Signed for and on behalf of Ausgrid of 570 George Street, Sydney by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528, No. 401.

SCHEDULE 1

Easement for a sub-stratum tunnel in the terms set out in Memorandum No. AG800929 filed at NSW Land & Property Information over all that piece or parcel of land situated at Surry Hills, in the Local Government Area of Sydney, Parish of Alexandria, County of Cumberland and State of New South Wales, being part of Common Property in Strata Plan 52821 (Certificate of Title folio identifier CP/SP52821) shown in DP 1169648. [6386]

AUSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Electricity Supply Act 1995

AUSGRID declares with the approval of Her Excellency the Governor that the Interest in Land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the construction, protection, operation and maintenance of the City East Cable Tunnel by Ausgrid as authorised under the Electricity Supply Act 1995.

Dated this 21st day of March 2012.

Signed for and on behalf of Ausgrid of 570 George Street, Sydney by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528, No. 401.

SCHEDULE 1

Easement for a sub-stratum tunnel in the terms set out in Memorandum No. AG800929 filed at NSW Land & Property Information over all that piece or parcel of land situated at Surry Hills in the Local Government Area of Sydney, Parish of Alexandria, County of Cumberland and State of New South Wales, being part of Common Property in Strata Plan 63095 (Certificate of Title folio identifier CP/SP63095) shown in DP 1169648, but excluding:

1. Registration No. O846014 – Easement to drain sewage affecting part of the land shown so burdened in plan with O846014.
2. Registration No. O846016 – Easement to drain sewage affecting part of the land shown so burdened in plan with O846016. [6387]

AUSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Electricity Supply Act 1995

AUSGRID declares with the approval of Her Excellency the Governor that the Interest in Land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the construction, protection, operation and maintenance of the City East Cable Tunnel by Ausgrid as authorised under the Electricity Supply Act 1995.

Dated this 21st day of March 2012.

Signed for and on behalf of Ausgrid of 570 George Street, Sydney by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528, No. 401.

Req:R199013 /Doc:DL AG922118 /Rev:11-May-2012 /NSW LRS /Pgs:ALL /Prt:02-Mar-2023 13:48 /Seq:4 of 6
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SCHEDULE 1

Easement for a sub-stratum tunnel in the terms set out in Memorandum No. AG800929 filed at NSW Land & Property Information over all that piece or parcel of land situated at Surry Hills in the Local Government Area of Sydney, Parish of Alexandria, County of Cumberland and State of New South Wales, being part of Lot 23 in Deposited Plan 1010780 and Lot 2 in Deposited Plan 182579 (Certificate of Title folio identifier 23/1010780 and Volume 4349 Folio 111) shown in DP 1169648, said to be in the possession of the Council of the City of Sydney, but excluding:

1. K412194 – Easement for electricity purposes affecting the part shown so burdened in the title diagram annexed to K412194. [6388]

AUSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Electricity Supply Act 1995

AUSGRID declares with the approval of Her Excellency the Governor that the Interest in Land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the construction, protection, operation and maintenance of the City East Cable Tunnel by Ausgrid as authorised under the Electricity Supply Act 1995.

Dated this 21st day of March 2012.

Signed for and on behalf of Ausgrid of 570 George Street, Sydney by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528, No. 401.

SCHEDULE 1

Easement for a sub-stratum tunnel in the terms set out in Memorandum No. AG800929 filed at NSW Land & Property Information over all that piece or parcel of land situated at Surry Hills, in the Local Government Area of Sydney, Parish of Alexandria, County of Cumberland and State of New South Wales, being part of Common Property in Strata Plan 42813 (Certificate of Title folio identifier CP/SP42813) shown in DP 1169648. [6389]

AUSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Electricity Supply Act 1995

AUSGRID declares with the approval of Her Excellency the Governor that the Interest in Land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the construction, protection, operation and maintenance of the City East Cable Tunnel by Ausgrid as authorised under the Electricity Supply Act 1995.

Dated this 21st day of March 2012.

Signed for and on behalf of Ausgrid of 570 George Street, Sydney by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528, No. 401.

SCHEDULE 1

Easement for a sub-stratum tunnel in the terms set out in Memorandum No. AG800929 filed at NSW Land & Property Information over all that piece or parcel of land situated at Surry Hills in the Local Government Area of Sydney, Parish of Alexandria, County of Cumberland and State of New South Wales, being part of Lot 1 in Deposited Plan 668393 (Certificate of Title folio identifier 1/668393) shown in DP 1169648 and said to be in possession of Practec Investments Pty Limited. [6390]

AUSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Electricity Supply Act 1995

AUSGRID declares with the approval of Her Excellency the Governor that the Interest in Land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the construction, protection, operation and maintenance of the City East Cable Tunnel by Ausgrid as authorised under the Electricity Supply Act 1995.

Dated this 21st day of March 2012.

Signed for and on behalf of Ausgrid of 570 George Street, Sydney by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528, No. 401.

SCHEDULE 1

Easement for a sub-stratum tunnel in the terms set out in Memorandum No. AG800929 filed at NSW Land & Property Information over all that piece or parcel of land situated at Surry Hills in the Local Government Area of Sydney, Parish of Alexandria, County of Cumberland and State of New South Wales, being part of Lots 2 to 6 inclusive in Deposited Plan 1058027 (Certificate of Title folio identifiers 2/1058027, 3/1058027, 4/1058027, 5/1058027 and 6/1058027) shown in DP 1169648, said to be in possession of Macola Pty Limited, but excluding:

1. DP1058027 – Easement to drain water 0.5 metre(s) wide affecting the parts of Lot 2 in DP 1058027 shown so burdened in the title diagram.
2. DP1058027 – Easement to drain water 0.5 metre(s) wide appurtenant to Lot 3 in DP 1058027 shown so burdened in the title diagram. [6391]

AUSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Electricity Supply Act 1995

AUSGRID declares with the approval of Her Excellency the Governor that the Interest in Land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the construction, protection, operation and maintenance of the City East Cable Tunnel by Ausgrid as authorised under the Electricity Supply Act 1995.

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Dated this 21st day of March 2012.

Signed for and on behalf of Ausgrid of 570 George Street, Sydney by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528, No. 401.

SCHEDULE 1

Easement for a sub-stratum tunnel in the terms set out in Memorandum No. AG800929 filed at NSW Land & Property Information over all that piece or parcel of land situated at Surry Hills in the Local Government Area of Sydney, Parish of Alexandria, County of Cumberland and State of New South Wales, being part of Lots 7 and 8 in Deposited Plan 1058027 (Certificate of Title folio identifiers 7/1058027 and 8/1058027) shown in DP 1169648 said to be in the possession of Nicko Pty Limited. [6392]

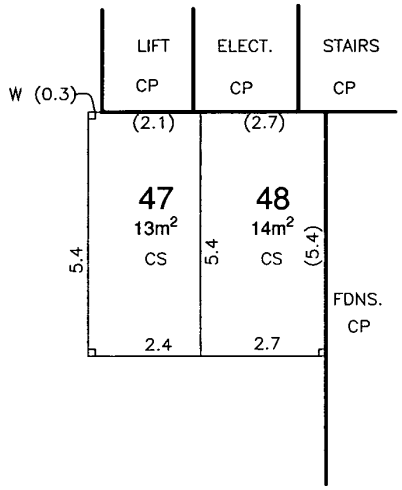
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STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



LEVEL 1

DENOTES RIGHT ANGLE (90°)
CS DENOTES CARSPACE
CP DENOTES COMMON PROPERTY
W DENOTES PROLONGATION OF OUTER FACE OF WALL

1. AREAS ARE APPROXIMATE
2. CARSPACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVELS UNLESS COVERED.

FLOOR PLAN

Surveyor: JOHN A. WATSON Surveyor's Ref:: 10/347 Subdivision No. 2012/9 Lengths are in metres. Reduction Ratio 1:100	Registered 12.9.2012	SP87277 P

10 20 30 40 50 60 Table of mm 90 100 110 120 130 140 150

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STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 Sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

THE OWNERS - STRATA PLAN NO.63095

Use Only

SP87277 S

Office Use Only

Registered: 12.9.2012

Purpose: STRATA PLAN OF SUBDIVISION

*OFFICE USE ONLY

PLAN OF STRATA SUBDIVISION OF PART OF THE COMMON PROPERTY OF S.P. 63095.

*(insert type being adopted) Model By-laws adopted for this scheme
Keeping of animals : Option A/B/C
*Schedule of By-Laws in _____ sheets filed with plan
*No By-Laws apply
*Strike out whichever inapplicable

Strata Certificate (Approved Form 5)

(1)*The Council of THE CITY OF SYDNEY
~~*The Accredited Certifier~~
~~Accreditation No.~~
has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,

~~*(b)Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

~~(2)*The Accredited Certifier is satisfied that the plan is consistent with a~~ relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

(3)*The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

(4)*The building encroaches on a public place and;

*(a)The Council does not object to the encroachment of the building beyond the alignment of.....

*(b)The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the ~~encroachment.~~

*This approval is given on the condition that lot(s)^ 47 & 48 are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 ~~or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 19 MARCH 2012

Subdivision No. 2012/9

Relevant Development Consent No. D/2011/1761

Issued by CITY OF SYDNEY

Authorised Person/~~General Manager/Accredited Certifier~~

*Strike through if inapplicable
^Insert lot numbers of proposed utility lots.

L.G.A.: SYDNEY

Locality: SURRY HILLS

Parish: ALEXANDRIA

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, JOHN ARTHUR WATSON

of WATSON BUCHAN SURVEYORS
P.O. BOX 176, CARINGBAH. 1495

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

(1) each applicable requirement of
*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973.
~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986~~
has been met;

(2) ~~*(a) the building encroaches on a public place;~~

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

(3) *the survey information recorded in the accompanying location ~~plan is accurate.~~

Signature:

Date: 22/6/2010

*Delete if inapplicable.
+State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 10/ 347

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

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STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET — Sheet 2 of 3 Sheet(s)

*OFFICE USE ONLY

PLAN OF STRATA SUBDIVISION OF PART OF THE COMMON PROPERTY OF S.P. 63095.

SP87277

Registered: 12.9.2012

Strata Certificate Details: Subdivision No: 2012/9 Date: 19 MARCH 2012

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

(SEE ANNEXURE SHEET)

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

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	40	13	26	25	34	37	2
2	28	14	31	26	32	38	2
3	23	15	32	27	32	39	2
4	23	16	30	28	31	40	2
5	24	17	30	29	27	41	2
6	20	18	26	30	27	42	2
7	20	19	26	31	28	43	2
8	27	20	27	32	38	44	2
9	18	21	28	33	28	45	2
10	35	22	25	34	27	46	2
11	26	23	25	35	17	47	2
12	27	24	25	36	17	48	2
						AGGREGATE	1004

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

(if insufficient space use additional annexure sheet)

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT,1919 AND SEC.7.(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, IT IS INTENDED TO CREATE–

1. RESTRICTION ON USE OF LAND

Toula Bachas

THE OWNERS - STRATA PLAN No. 63095 Common Seal

SURVEYOR'S REFERENCE: 10/347

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STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 3 Sheet(s)

PLAN OF STRATA SUBDIVISION OF PART OF THE COMMON PROPERTY OF S.P. 63095.

SP87277

Registered: 12.9.2012

*OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 2012/9 Date: 19 MARCH 2012

THE OWNER – STRATA PLAN No63095 CERTIFIES THAT ON 6 FEB 2012 IT PASSED A SPECIAL RESOLUTION CONSENTING TO THE SUBDIVISION ILLUSTRATED ON THE PLAN HEREWITH.

THE COMMON SEAL OF THE OWNERS STRATA PLAN No 63095
WAS HEREUNTO AFFIXED ON 5 MAR 2012
IN THE PRESENCE OF Toula Bachas
BEING THE PERSON(S) AUTHORISED BY SEC.238 STRATA SCHEMES MANAGEMENT ACT 1996 TO ATTEST THE FIXING OF THE SEAL.

IN PURSUANCE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, THE OWNERS STRATA PLAN No 63095 HEREBY CERTIFIES THAT IN RESPECT OF THEIR STRATA SCHEME THAT;

(A) THE LOCAL COUNCIL OR ACCREDITED CERTIFIER ISSUED A STRATA CERTIFICATE CONSENTING TO A SUBDIVISION ON 19 MAR 2012
~~(B) THE LOCAL COUNCIL OF ACCREDITED CERTIFIER ISSUED A STRATA CERTIFICATE CONSENTING TO A NOTICE OF CONVERSION ON .....~~
(C) THE OWNERS CORPORATION ISSUED A CERTIFICATE INDICATING THE PASSING OF A ~~SPECIAL RESOLUTION~~ AUTHORISING THE EXECUTION OF A DEALING ON .....
AND, THE INITIAL PERIOD EXPIRED BEFORE THE ABOVE DATE.

AT THE ABOVE DATE THE ORIGINAL PROPRIETOR OWNED ALL OF THE LOTS IN THE STRATA SCHEME AND ANY PURCHASER UNDER THE EXCHANGE CONTRACT FOR PURCHASE OF A LOT IN THE STRATA SCHEME CONSENTED TO ANY PLAN OF DEALING THAT IS BEING LODGED ALNOG WITH THIS CERTIFICATE.

IN PURSUANCE TO THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, THE OWNERS STRATA PLAN No 63095, HEREBY CERTIFIES THAT IT HAS, BY SPECIAL RESOLUTION REFERRED TO IN SEC. 37 (4) (A), AGREED TO EACH PROPOSED UNIT ENTITLEMENT AND THE PROPOSED AGGREGATE UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ON WHICH THIS CERTIFICATE IS ENDORSED.

Toula Bachas.

THE OWNERS - STRATA PLAN No 63095 Common Seal

SURVEYOR'S REFERENCE: 10/347

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED, OR RELEASED AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

SP87277 B

Sheet 1 of 1 Sheet

Plan of strata subdivision of Part of the Common Property in SP 63095 covered by subdivision no. 2012/9

Full name and address of the proprietor of the land:

The Owners – Strata Plan No. 63095
102-104 Albion Street
Surry Hills NSW 2010

Part 1 (Creation)

No. of Item shown in the intention panel on the plan	Identity of restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities:
1	Restriction on the Use of Land	Lots 47 and 48	Sydney City Council

Part 2 (Terms)

1. Terms of the Restriction on the Use of Land numbered 1 in the plan:

Pursuant to section 39 of the *Strata Schemes (Freehold Development) Act, 1973* as amended, the on-site car parking spaces are not to be used by those other than an occupant or tenant or resident of the building.

The common seal of the Owners - Strata Plan No 63095 was hereunto affixed on 7/3/12 in the presence of Toula Bachas being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

Toula Bachas
.....

THE OWNERS - STRATA PLAN No. 63095 Common Seal

.....
Council Authorised Person

REGISTERED 12.9.2012

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Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AN735468U

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/SP63095

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (NSW LRS Customer Account Number: 135632E) Reference: BLA/1783	CH

(C) The Owners-Strata Plan No. 63095 certify that a special resolution was passed on 26/3/2018

(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. 1 - 25
Added by-law No. 1 - 18
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 63095 which includes new Added By-law No.1 to 18 starting from Page 3 of 25 respectively.

(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 1

(G) The seal of The Owners-Strata Plan No.63095 was affixed on 17/09/18 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:
Authority: Strata Managing Agent

Signature:
Name:
Authority:

THE OWNERS-STRATA PLAN No.63095 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 63095

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The seal of The Owners-Strata Plan No 63095 was affixed on 17/09/18 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(s): .....

Name(s) [use block letters]: .....

Authority: Strata Managing Agent

THE OWNERS-STRATA PLAN NO 63095 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

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Schedule 3 Model by-laws for residential strata schemes – SSMR 2016

1 Vehicles

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

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

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

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

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

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

4 Obstruction of common property

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

5 Keeping of animals

Option A

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

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

(a) keep the animal within the lot, and

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(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.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

OPTION B

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

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

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

10 Preservation of fire safety

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

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11 Storage of inflammable liquids and other substances and materials

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

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

12 Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

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

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

14 Hanging out of washing

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

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

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

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

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(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

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

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

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

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

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

18 Compliance with planning and other requirements

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

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

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SPECIAL BY-LAW NO 26 – "USE, OCCUPATION AND LEASING OF LOTS"

DEFINITIONS

For the purposes of this by-law:

"**Act**" means the Strata Schemes Management Act 1996 or any succeeding Act.

"**Lease**" means any residential or commercial lease.

"**LPINSW**" means the Land Property and Information of New South Wales.

"**Owner**" means a lot owner or occupier of a lot, for the time being, in the Strata Plan 63095.

"**Owners Corporation**" means the owners corporation of Strata Plan 63095.

Where any words used in this by-law are defined by the Act they will have the same meanings as those words in the Act.

Use and Occupation

1. An Owner of a Lot(s) in the scheme shall not use that Lot or any part thereof or permit the same to be used otherwise than for its intended purpose and shall not use the same so as to cause any nuisance or hazard or for any illegal or immoral purpose that may impugn the good reputation of the strata scheme.

Leasing of Lots

2. Any Owner of a Lot(s) in the scheme that leases a Lot will:

   i. do so consistent with the use and occupation of the scheme and in compliance with any zoning legislation;

   ii. not use nor permit the Lot to be used as a hostel or for backpackers or for short term lettings (for the purposes of this By-Law short term lettings includes any letting less than 6 months);

   iii. comply with the provisions of the legislation, applicable to the Lease at the time the Lease is entered into;

   iv. include in the Lease an express condition that the tenant(s) will observe the standard by-laws contained in Schedule 1 By-Laws of the Act, any By-Laws registered on the Certificate of Title for the common property of the Strata Plan including this by-law and any by-law relevant to Leases ("By-Laws");

   v. ensure that the Lot which is leased is only occupied by the number of persons who would ordinarily permanently occupy the Lot of the relevant size at any one time;

   vi. include a special condition in the Lease that contravention of the terms of by-laws by the tenant or sub-tenant will be deemed a fundamental breach of the Lease entitling the Owner to exercise the Owner's rights pursuant to the standard conditions of the Lease;

   vii. comply with the provisions of section 46 of the Strata Schemes Management Act 1996 and provide the tenant or sub-tenant with a copy of by-laws within 7 days after the tenant or sub-tenant becomes entitled to possession of the leased lot;

   viii. comply with the provisions of section 119 of the Strata Schemes Management Act 1996 and give notice to the Owners Corporation of any Lease, or assignment of any Lease of the Owner's lot within 14 days after the commencement of the Lease or the execution of the assignment of the Lease.

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ix. indemnify and reimburse the Owners Corporation, when requested, any costs and expenses incurred by the Owners Corporation arising out of the enforcement of this By-Law including any costs and expenses associated with the issuing a Notice to Comply or seeking an order pursuant to the Strata Schemes Act 1996 ("Debt"). In this respect the sum claimed for costs and expenses will be deemed a liquidated debt owing by the Owner to the Owners Corporation.

SPECIAL BY-LAW NO 28 for Exclusive Use of Roof Terraces

A. DEFINITIONS

(i) In this by-law, the following terms are defined to mean:

"**Roof Terrace**" means each part of the common property located on the roof of the building designated in the second column of the First Schedule opposite the respective lot number, and shown on the plan annexed to this by-law;

"**Owner**" means each of the owners for the time being of the each of the lots, the number of which appears in the first column of the First Schedule to this by-law;

"**Owners Corporation**" means The Owners - Strata Plan 63095

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as attributed to those words under that Act.

B. RIGHTS

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

(a) a special privilege to use that part of the common property occupied by the Roof Terrace; and

(b) the right to the exclusive use and enjoyment of (and the right to ingress thereto and egress there from) the Roof Terrace.

C. CONDITIONS

Maintenance

(a) The Owner must properly maintain and keep the Roof Terrace in a state of good and serviceable repair;

Liability

(b) The Owner will be liable for any damage caused to any part of the common property as a result of using the Roof Terrace and will make good that damage immediately after it has occurred;

Costs of Repair

(c) Any repairs or maintenance to the Roof terrace must be undertaken at the cost of the Owner.

Statutory Directions

(d) In using the Roof Terrace, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's tenants, servants, agents and contractors;

Right to Remedy Default

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

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

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(ii) enter upon any part of the parcel to carry out that work; and

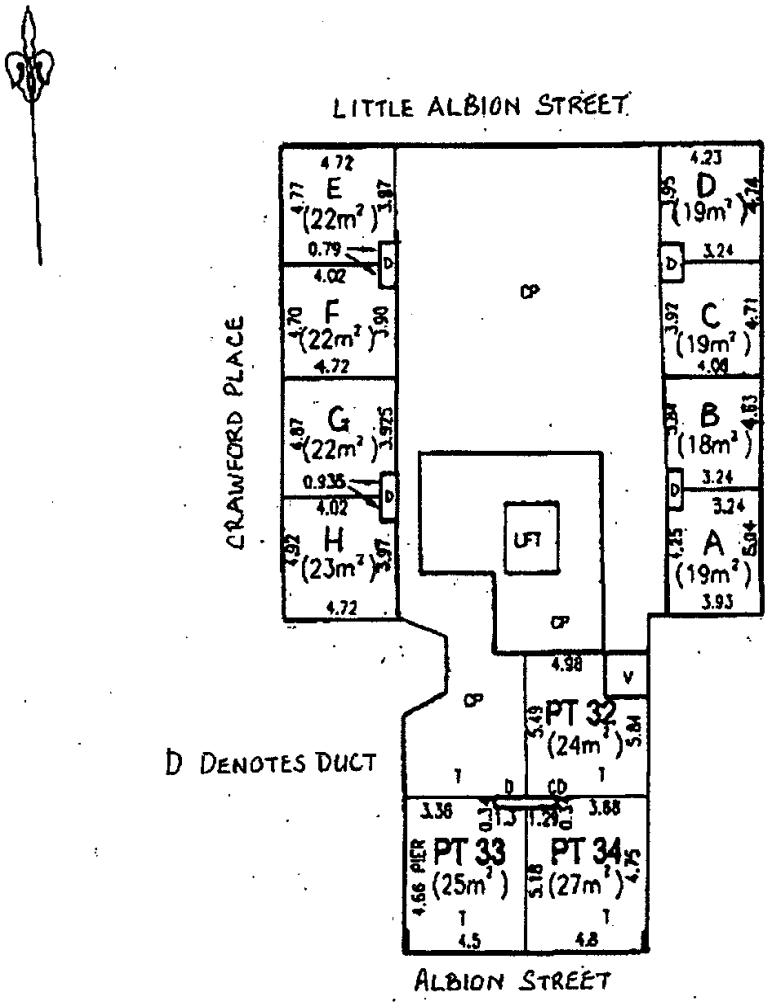
(iii) recover the costs of carrying out that work from the Owner.

THE FIRST SCHEDULE

FIRST COLUMN Lot No	SECOND COLUMN Lot No
3	C
4	B
5	A
12	D
13	E
18	F
19	G
20	H

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THIS IS THE PLAN ANNEXED TO AND FORMING PART OF CHANGE OF BY-LAWS IN STRATA SCHEME NO. 63095 DATED 15 DECEMBER, 2000 AND IS THE PLAN ANNEXED TO AND FORMING PART OF SPECIAL BY-LAW 28 REFERRED TO IN THE SAID CHANGE OF BY LAW



ROOF LEVEL

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

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SPECIAL BY LAW NO 29 – CONTROL OF SIGNAGE ON THE COMMON PROPERTY

RESOLVED THAT by Special Resolution pursuant to S 47 of the *Strata Schemes Management, Act 1996* (NSW) ("the Act") the following addition be made to the By-Laws applying to the Strata Scheme and that notification of such be lodged for registration in accordance with S 48 at the Office of Land and Property Information.

APPLICATION OF BY-LAW

Owners must not install signage except in accordance with the conditions of this by-law.

CONDITIONS

1. Before installing any signage Owners of the retail/commercial lots must submit to the executive committee for approval scale plans showing the location and size of any proposed signage.

2. The executive committee may only approve any proposed signage subject to such signage being reviewed by an architect to ensure that such signage does not detract from the appearance of the facade of the building facing Albion Street and subject to the applicant for the signage agreeing to pay the owners corporations costs in obtaining an architect's opinion in relation to any proposed signage.

3. Installation of any signage by the retail/commercial lot owners will be subject to the payment of a bond to the owners corporation in the sum of $1,500 and failure of the owner of the subject signage to remove such signage after the requirement for the signage has ceased will result in the owners corporation applying the bond money towards to removal and disposal of the subject signs and to any restoration of the common property required as a result of the removal of the subject signage.

4. No Real Estate For Sale, Auction or For Lease signage will be permitted to be installed anywhere on the common property at any time whatsoever.

SPECIAL BY-LAW NO 1 – WORKS BY LOT 34

The Owners - Strata Plan No. 63095 SPECIALLY RESOLVED THAT pursuant to section 52 of the *Strata Schemes Management Act, 1996* to make a by-law for the carrying out of the Works on the following terms:

PART 1.1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2

(a) Notwithstanding anything contained in By-laws 5 and 17 of the By-laws applicable to the scheme or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

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

PART 2

DEFINITIONS & INTERPRETATION

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

(a) **Act** means the Strata Schemes Management Act, 1996.

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

(c) **Building** means 102 Albion Street SURRY HILLS NSW 2010.

(d) **Council** means the Council of the City of Sydney.

(e) **Drawings** means the drawings entitled "Works" (a copy of which were tabled at the meeting at which this by-law was passed and may be attached to this by-aw).

(f) **Insurance** means:

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

(ii) insurance required under the Home Building Act, 1989, to the value of the Works, (if necessary); and

(iii) workers' compensation insurance.

(g) **Lot** means lot 34 in strata plan 63095.

(h) **Owner** means the owner(s) of the Lot.

(i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63095.

(j) **Works** means the works to the Lot and the common property to be carried out in connection with the alterations and associated works to the Lot including:

(i) in respect of the courtyard on level 1 of the Lot:

(I) the removal of the existing courtyard sliding door; and

(II) the installation of:

A. a bi-fold window and insect screen;

B. a sliding door and insect screen to partially enclose the courtyard;

C. a floating timber veneer floor to the enclosed area of the courtyard;

D. an electrical outlet to the enclosed area of the courtyard, together with:

(ii) internal painting, as required; and

(iii) restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

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PART 3

CONDITIONS

PART 3.1

Before commencement

3.1 Before commencement of the Works the Owner must:

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

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

(c) effect and maintain Insurance and provide a copy to the Owners Corporation; and

(d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2

During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

(a) use duly licensed employees, contractors or agents to conduct the Works;

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

(c) ensure that the Works comply with all consents/approvals/permits from any Authority in respect of the Works;

(d) ensure the Works are carried out expeditiously and with a minimum of disruption;

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

(f) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;

(g) transport alt construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and 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;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

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

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PART 3.3

After construction

3.3.1 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 has been rectified;

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

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and

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

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

PART 3.4

Enduring rights and obligations

3.4 The Owner:

(a) must maintain and upkeep the Works;

(b) must maintain and upkeep those parts of the common property in contact with the Works;

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

(d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works; and

(e) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia.

PART 3.5

Default by the Owner

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

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

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

(c) recover the costs of carrying out that work from the defaulting Owner.

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SPECIAL BY-LAW NO 1 – LOT 34 WORKS

The Owners - Strata Plan No. 63095 SPECIALLY RESOLVED THAT pursuant to section 52 of the *Strata Schemes Management Act, 1996* to make a by-law for the carrying out of the Works on the following terms:

PART 1.1

GRANT OF RIGHT

(a) The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2

(a) Notwithstanding anything contained in By-laws 5 and 17 of the By-laws applicable to the scheme or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

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

PART 2

DEFINITIONS & INTERPRETATION

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

(a) **Act** means the Strata Schemes Management Act, 1996.

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

(c) **Building** means 102 Albion Street SURRY HILLS NSW 2010.

(d) **Council** means the Council of the City of Sydney.

(e) **Drawings** means the drawings entitled "Works" (a copy of which were tabled at the meeting at which this by-law was passed and may be attached to this by-law).

(f) **Insurance** means:

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

(ii) insurance required under the Home Building Act, 1989, to the valued of the Works, (if necessary); and

(iii) workers' compensation insurance.

(g) **Lot** means lot 34 in strata plan 63095.

(h) **Owner** means the owner(s) of the Lot.

(i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63095.

(j) **Works** means the works to the Lot and the common property to be carried out in connection with the alterations and associated works to the Lot including:

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(i) in respect of the courtyard on level 1 of the Lot:

I. the removal of the existing courtyard sliding door; and

II. the installation of:

(A) a bi-fold window and insect screen;

(B) a sliding door and insect screen to partially enclose the courtyard;

(C) a floating timber veneer floor to the enclosed area of the courtyard;

(D) an electrical outlet to the enclosed area of the courtyard, together with:

(ii) internal painting, as required; and

(iii) restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

PART 3

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

(c) effect and maintain Insurance and provide a copy to the Owners Corporation; and

(d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2

During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must;

(a) use duly licensed employees, contractors or agents to conduct the Works;

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

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(c) ensure that the Works comply with all consents/approvals/permits from any Authority in respect of the Works;

(d) ensure the Works are carried out expeditiously and with a minimum of disruption;

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

(f) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and 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;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

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

PART 3.3

After construction

3.3.1 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 has been rectified;

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

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and

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

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

PART 3.4

Enduring rights and obligations

3.4 The Owner:

(a) must maintain and upkeep the Works;

(b) must maintain and upkeep those parts of the common property in contact with the Works;

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

(d) indemnifies and shall keep indemnified the Owners Corporation against any costs

(e) losses arising out of or in connection with the Works; and

(f) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia.

PART 3.5

Default by the Owner

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

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

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

(c) recover the costs of carrying out that work from the defaulting Owner.

SPECIAL BY LAW NO 1 – NO BARBECUE PERMITTED

RESOLVED to permit Barbecues on the rooftop or on open balconies and any other residents would need the permission of the Executive Committee prior to having a Barbecue.

SPECIAL BY LAW NO 2 – Lot 9 Works

The Owners - Strata Plan No. 63095 SPECIALLY RESOLVED THAT pursuant to section 52 of the *Strata Schemes Management Act, 1996* to make a by-law for the carrying out of the Works on the following terms:

PART 1.1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2

(a) Notwithstanding anything contained in By-laws 5 and 17 of the By-laws applicable to the scheme or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

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

PART 2

DEFINITIONS & INTERPRETATION

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

(a) **Act** means the Strata Schemes Management Act, 1996.

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

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(c) **Building** means 102 Albion Street SURRY HILLS NSW 2010.

(d) **Council** means the Council of the City of Sydney.

(e) **Drawings** means the drawings entitled "Works" (a copy of which were tabled at the meeting at which this by-law was passed and may be attached to this by-law.

(f) **Insurance** means:

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

(ii) insurance required under the Home Building Act, 1989, to the value of the Works, (if necessary); and

(iii) workers' compensation insurance.

(g) Lot means lot 9 in strata plan 63095.

(h) Owner means the owner(s) of the Lot.

(i) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 63095.

(j) Works means the works to the Lot and the common property to be carried out in connection with the alterations and associated works to the Lot including:

(k) in respect of the balcony on level 1 of the Lot:

I. the removal of the existing balcony security grill; and

II. the installation of: a sliding-fold window and insect screen; together with:

(A) internal painting, as required; and

(B) restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

PART 3

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

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(c) effect and maintain Insurance and provide a copy to the Owners Corporation; and

(d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2

During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

(a) use duly licensed employees, contractors or agents to conduct the Works;

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

(c) ensure that the Works comply with all consents/approvals/permits from any Authority in respect of the Works;

(d) ensure the Works are carried out expeditiously and with a minimum of disruption;

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

(f) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and 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;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

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

PART 3.3

After construction

3.3.1 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 has been rectified;

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

(d) provide the Owners Corporation with certification from a suitably qualified engineers) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and

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

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

PART 3.4

Enduring rights and obligations

3.4 The Owner:

(a) must maintain and upkeep the Works;

(b) must maintain and upkeep those parts of the common property in contact with the Works;

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

(d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works; and

(e) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia.

PART 3.5

Default by the Owner

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

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

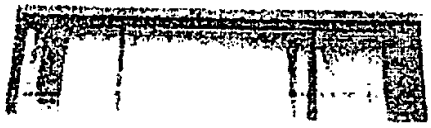
(b) enter upon any part of the Lot to carry out that work; and

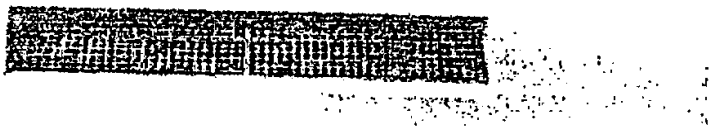
(c) recover the costs of carrying out that work from the defaulting Owner.

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"WORKS"

Window of adjacent apartment

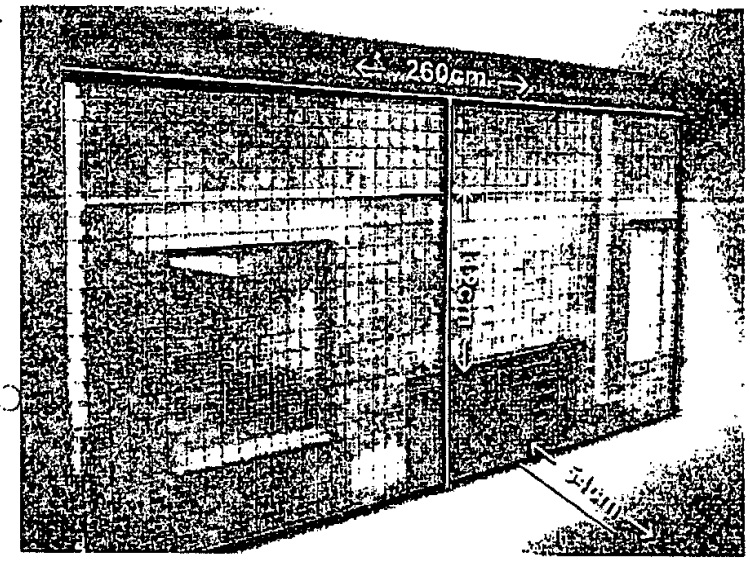




THE OWNERS - STRATA PLAN No. 63095
Common Seal

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"WORKS"



THE OWNERS - STRATA PLAN No. 83095
Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
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SPECIAL BY-LAW NO 4 – Electric Communication

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.

The seal of The Owners-Strata Plan No 63095 was affixed on 17/09/18 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(s): .....

Name(s) [use block letters]: .....

Authority: .....

THE OWNERS - STRATA PLAN No. 63095 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

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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 63095 was affixed on ^ 17/09/18 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: ..... Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date
* Strike through if inapplicable.

THE OWNERS - STRATA PLAN No. 63095
Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

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Lodger Details

Lodger Code	506562H
Name	STRATA SPECIALIST LAWYERS
Address	PO BOX 515 ROSE BAY 2029
Lodger Box	1W
Email	COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU
Reference	5842

Land Registry Document Identification

AU854169

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/SP63095	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP63095

Other legal entity

Meeting Date

06/02/2025

Repealed by-law No.	
Details	N/A
Added by-law No.	
Details	Special By-Law 8
Amended by-law No.	
Details	N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

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. SP63095
Signer Name	COLIN CUNIO
Signer Organisation	COLIN CUNIO SOLICITORS PTY. LTD.
Signer Role	PRACTITIONER CERTIFIER
Execution Date	27/02/2025

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STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 63095

CONSOLIDATED BY-LAWS

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This is page 1 of a total of 85 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 63095 was affixed on the 27th **day of** February **2025 in the presence of:**

Authority: Strata Managing Agent

Signature: Electronic of me, Paul Culbi.
Affixed at my direction on 27/02/2025 at 9am

Name: Paul Culbi

Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

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1 Vehicles

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

2 Changes to Common Property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

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

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to Lawns and Plants on Common Property

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

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

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

4 Obstruction of Common Property

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

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5 Keeping of Animals

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

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

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

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

7 Behaviour of Owners, Occupiers and Invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children Playing on Common Property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

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9 Smoke Penetration

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

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

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

10 Preservation of Fire Safety

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

11 Storage of Inflammable Liquids and Other Substances and Materials

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

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

12 Appearance of Lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning Windows and Doors

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

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

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14 Hanging Out of Washing

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

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

"**washing**" includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of Waste - Bins for Individual Lots [applicable where individual lots have bins]

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

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(9) In this by-law:

"**bin**" includes any receptacle for waste.

"**waste**" includes garbage and recyclable material.

16 Disposal of Waste - Shared Bins [applicable where bins are shared by lots]

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

"**bin**" includes any receptacle for waste.

"**waste**" includes garbage and recyclable material.

17 Change in Use or Occupation of Lot to be Notified

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

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

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

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

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

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18 Compliance with Planning and Other Requirements

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

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

SPECIAL BY-LAW 26 – Use, Occupation and Leasing of Lots

DEFINITIONS

For the purposes of this by-law:

"**Act**" means the *Strata Schemes Management Act 1996* or any succeeding Act.

"**Lease**" means any residential or commercial lease.

"**LPINSW**" means the Land Property and Information of New South Wales.

"**Owner**" means a lot owner or occupier of a lot, for the time being, in the Strata Plan 63095.

"**Owners Corporation**" means the owners corporation of Strata Plan 63095.

Where any words used in this by-law are defined by the Act they will have the same meanings as those words in the Act.

Use and Occupation

1. An Owner of a Lot(s) in the scheme shall not use that Lot or any part thereof or permit the same to be used otherwise than for its intended purpose and shall not use the same so as to cause any nuisance or hazard or for any illegal or immoral purpose that may impugn the good reputation of the strata scheme.

Leasing of Lots

2. Any Owner of a Lot(s) in the scheme that leases a Lot will:

   i. do so consistent with the use and occupation of the scheme and in compliance with any zoning legislation;

   ii. not use nor permit the Lot to be used as a hostel or for backpackers or for short term lettings (for the purposes of this By-Law short term lettings includes any letting less than 6 months);

   iii. comply with the provisions of the legislation, applicable to the Lease at the time the Lease is entered into;

   iv. include in the Lease an express condition that the tenant(s) will observe the standard by-laws contained in Schedule 1 By-Laws of the Act, any By-Laws registered on the Certificate of Title for the common property of the Strata Plan including this by-law and any by-law relevant to Leases ("**By-Laws**");

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v. ensure that the Lot which is leased is only occupied by the number of persons who would ordinarily permanently occupy the Lot of the relevant size at any one time;

vi. include a special condition in the Lease that contravention of the terms of by-laws by the tenant or sub-tenant will be deemed a fundamental breach of the Lease entitling the Owner to exercise the Owner's rights pursuant to the standard conditions of the Lease;

vii. comply with the provisions of section 46 of the *Strata Schemes Management Act 1996* and provide the tenant or sub-tenant with a copy of by-laws within 7 days after the tenant or sub-tenant becomes entitled to possession of the leased lot;

viii. comply with the provisions of section 119 of the *Strata Schemes Management Act 1996* and give notice to the Owners Corporation of any Lease, or assignment of any Lease of the Owner's lot within 14 days after the commencement of the Lease or the execution of the assignment of the Lease.

ix. indemnify and reimburse the Owners Corporation, when requested, any costs and expenses incurred by the Owners Corporation arising out of the enforcement of this By-Law including any costs and expenses associated with the issuing a Notice to Comply or seeking an order pursuant to the *Strata Schemes Act 1996* ("**Debt**"). In this respect the sum claimed for costs and expenses will be deemed a liquidated debt owing by the Owner to the Owners Corporation.

SPECIAL BY-LAW 28 – Exclusive Use of Roof Terraces

A. DEFINITIONS

(i) In this by-law, the following terms are defined to mean:

"**Roof Terrace**" means each part of the common property located on the roof of the building designated in the second column of the First Schedule opposite the respective lot number, and shown on the plan annexed to this by-law;

"**Owner**" means each of the owners for the time being of the each of the lots, the number of which appears in the first column of the First Schedule to this by-law;

"**Owners Corporation**" means The Owners - Strata Plan 63095

(ii) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as attributed to those words under that Act.

B. RIGHTS

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

(a) a special privilege to use that part of the common property occupied by the Roof Terrace; and

(b) the right to the exclusive use and enjoyment of (and the right to ingress thereto and egress there from) the Roof Terrace.

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C. CONDITIONS

Maintenance

(a) The Owner must properly maintain and keep the Roof Terrace in a state of good and serviceable repair;

Liability

(b) The Owner will be liable for any damage caused to any part of the common property as a result of using the Roof Terrace and will make good that damage immediately after it has occurred;

Costs of Repair

(c) Any repairs or maintenance to the Roof terrace must be undertaken at the cost of the Owner.

Statutory Directions

(d) In using the Roof Terrace, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's tenants, servants, agents and contractors;

Right to Remedy Default

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

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

(ii) enter upon any part of the parcel to carry out that work; and

(iii) recover the costs of carrying out that work from the Owner.

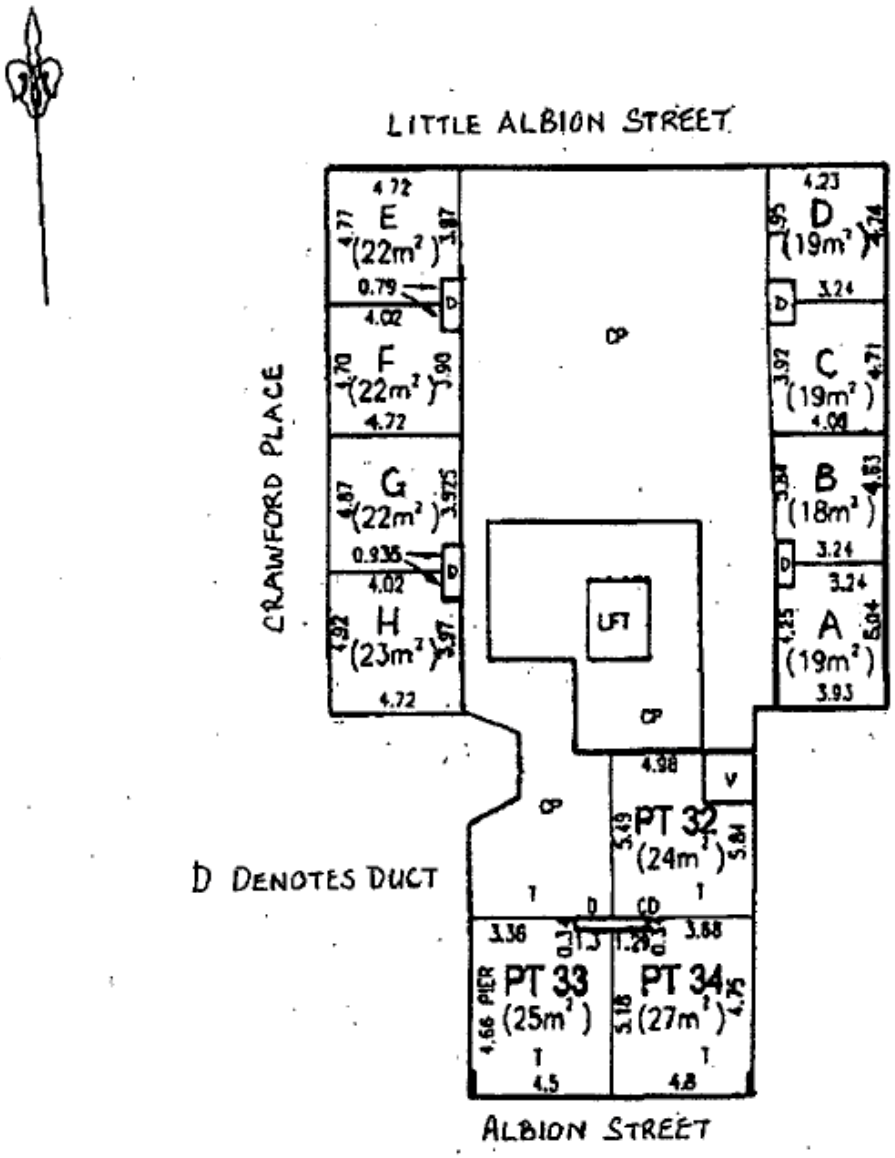
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THE FIRST SCHEDULE

FIRST COLUMN Lot No	SECOND COLUMN Lot No
3	C
4	B
5	A
12	D
13	E
18	F
19	G
20	H

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THIS IS THE PLAN ANNEXED TO AND FORMING PART OF CHANGE OF BY-LAWS IN STRATA SCHEME NO. 63095 DATED 15 DECEMBER, 2000 AND IS THE PLAN ANNEXED TO AND FORMING PART OF SPECIAL BY-LAW 28 REFERRED TO IN THE SAID CHANGE OF BY LAW



ROOF LEVEL

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SPECIAL BY-LAW 29 – Control of Signage on the Common Property

RESOLVED THAT by Special Resolution pursuant to S 47 of the *Strata Schemes Management, Act 1996 (NSW)* ("**the Act**") the following addition be made to the By-Laws applying to the Strata Scheme and that notification of such be lodged for registration in accordance with S 48 at the Office of Land and Property Information.

APPLICATION OF BY-LAW

Owners must not install signage except in accordance with the conditions of this by-law.

CONDITIONS

1. Before installing any signage Owners of the retail/commercial lots must submit to the executive committee for approval scale plans showing the location and size of any proposed signage.

2. The executive committee may only approve any proposed signage subject to such signage being reviewed by an architect to ensure that such signage does not detract from the appearance of the facade of the building facing Albion Street and subject to the applicant for the signage agreeing to pay the owners corporations costs in obtaining an architect's opinion in relation to any proposed signage.

3. Installation of any signage by the retail/commercial lot owners will be subject to the payment of a bond to the owners corporation in the sum of $1,500 and failure of the owner of the subject signage to remove such signage after the requirement for the signage has ceased will result in the owners corporation applying the bond money towards to removal and disposal of the subject signs and to any restoration of the common property required as a result of the removal of the subject signage.

4. No Real Estate For Sale, Auction or For Lease signage will be permitted to be installed anywhere on the common property at any time whatsoever.

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SPECIAL BY-LAW 1 – Works by Lot 34

The Owners - Strata Plan No. 63095 SPECIALLY RESOLVED THAT pursuant to section 52 of the *Strata Schemes Management Act, 1996* to make a by-law for the carrying out of the Works on the following terms:

PART 1.1
GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2
THIS BY-LAW TO PREVAIL

1.2 (a) Notwithstanding anything contained in By-laws 5 and 17 of the By-laws applicable to the scheme or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

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

PART 2
DEFINITIONS & INTERPRETATION

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

(a) **Act** means the *Strata Schemes Management Act, 1996*.

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

(c) **Building** means 102 Albion Street SURRY HILLS NSW 2010.

(d) **Council** means the Council of the City of Sydney.

(e) **Drawings** means the drawings entitled "Works" (a copy of which were tabled at the meeting at which this by-Jaw was passed and may be attached to this by-aw).

(f) **Insurance** means:

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

(ii) insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and

(iii) workers' compensation insurance.

(g) **Lot** means lot 34 in strata plan 63095.

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(h) **Owner** means the owner(s) of the Lot.

(i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63095.

(j) **Works** means the works to the Lot and the common property to be carried out in connection with the alterations and associated works to the Lot including:

(i) in respect of the courtyard on level 1 of the Lot:

(I) the removal of the existing courtyard sliding door; and

(II) the installation of:

A. a bi-fold window and insect screen;

B. a sliding door and insect screen to partially enclose the courtyard;

C. a floating timber veneer floor to the enclosed area of the courtyard;

D. an electrical outlet to the enclosed area of the courtyard, together with:

(ii) internal painting, as required; and

(iii) restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

PART 3
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) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;

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(c) effect and maintain Insurance and provide a copy to the Owners Corporation; and

(d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2
During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

(a) use duly licensed employees, contractors or agents to conduct the Works;

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

(c) ensure that the Works comply with all consents/approvals/permits from any Authority in respect of the Works;

(d) ensure the Works are carried out expeditiously and with a minimum of disruption;

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

(f) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and 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;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

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

PART 3.3
After construction

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

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

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(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 approve the Works;

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and

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

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

PART 3.4
Enduring rights and obligations

3.4 The Owner:

(a) must maintain and upkeep the Works;

(b) must maintain and upkeep those parts of the common property in contact with the Works;

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

(d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works; and

(e) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia.

PART 3.5
Default by the Owner

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

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

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

(c) recover the costs of carrying out that work from the defaulting Owner.

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SPECIAL BY-LAW 1 – Lot 34 Works

The Owners - Strata Plan No. 63095 SPECIALLY RESOLVED THAT pursuant to section 52 of the *Strata Schemes Management Act, 1996* to make a by-law for the carrying out of the Works on the following terms:

PART 1.1
GRANT OF RIGHT

(a) The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2
THIS BY-LAW TO PREVAIL

1.2 (a) Notwithstanding anything contained in By-laws 5 and 17 of the By-laws applicable to the scheme or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

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

PART 2
DEFINITIONS & INTERPRETATION

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

(a) **Act** means the *Strata Schemes Management Act, 1996*.

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

(c) **Building** means 102 Albion Street SURRY HILLS NSW 2010.

(d) **Council** means the Council of the City of Sydney.

(e) **Drawings** means the drawings entitled "Works" (a copy of which were tabled at the meeting at which this by-law was passed and may be attached to this by-law).

(f) **Insurance** means:

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

(ii) insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and

(iii) workers' compensation insurance.

(g) **Lot** means lot 34 in strata plan 63095.

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(h) **Owner** means the owner(s) of the Lot.

(i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63095.

(j) **Works** means the works to the Lot and the common property to be carried out in connection with the alterations and associated works to the Lot including:

(i) in respect of the courtyard on level 1 of the Lot:

(I) the removal of the existing courtyard sliding door; and

(II) the installation of:

A. a bi-fold window and insect screen;

B. a sliding door and insect screen to partially enclose the courtyard;

C. a floating timber veneer floor to the enclosed area of the courtyard;

D. an electrical outlet to the enclosed area of the courtyard, together with:

(ii) internal painting, as required; and

(iii) restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

PART 3
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) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;

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(c) effect and maintain Insurance and provide a copy to the Owners Corporation; and

(d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2
During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

(a) use duly licensed employees, contractors or agents to conduct the Works;

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

(c) ensure that the Works comply with all consents/approvals/permits from any Authority in respect of the Works;

(d) ensure the Works are carried out expeditiously and with a minimum of disruption;

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

(f) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and 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;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

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

PART 3.3
After construction

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

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

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(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 approve the Works;

(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and

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

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

PART 3.4
Enduring rights and obligations

3.4 The Owner:

(a) must maintain and upkeep the Works;

(b) must maintain and upkeep those parts of the common property in contact with the Works;

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

(d) indemnifies and shall keep indemnified the Owners Corporation against any costs

(e) losses arising out of or in connection with the Works; and

(f) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia.

PART 3.5
Default by the Owner

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

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

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

(c) recover the costs of carrying out that work from the defaulting Owner.

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SPECIAL BY-LAW 1 – No Barbecue Permitted

RESOLVED to permit Barbecues on the rooftop or on open balconies and any other residents would need the permission of the Executive Committee prior to having a Barbecue.

SPECIAL BY-LAW 2 – Lot 9 Works

The Owners - Strata Plan No. 63095 SPECIALLY RESOLVED THAT pursuant to section 52 of the *Strata Schemes Management Act, 1996* to make a by-law for the carrying out of the Works on the following terms:

PART 1.1
GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2
THIS BY-LAW TO PREVAIL

1.2 (a) Notwithstanding anything contained in By-laws 5 and 17 of the By-laws applicable to the scheme or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

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

PART 2
DEFINITIONS & INTERPRETATION

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

(a) **Act** means the *Strata Schemes Management Act, 1996*.

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

(c) **Building** means 102 Albion Street SURRY HILLS NSW 2010.

(d) **Council** means the Council of the City of Sydney.

(e) **Drawings** means the drawings entitled "Works" (a copy of which were tabled at the meeting at which this by-law was passed and may be attached to this by-law.

(f) **Insurance** means:

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

(ii) insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and

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(iii) workers' compensation insurance.

(g) **Lot** means lot 9 in strata plan 63095.

(h) **Owner** means the owner(s) of the Lot.

(i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 63095.

(j) **Works** means the works to the Lot and the common property to be carried out in connection with the alterations and associated works to the Lot including:

(k) in respect of the balcony on level 1 of the Lot:

I. the removal of the existing balcony security grill; and

II. the installation of: a sliding-fold window and insect screen; together with:

(A) internal painting, as required; and

(B) restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Drawings and the provisions of this by-law.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

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

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

PART 3
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) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;

(c) effect and maintain Insurance and provide a copy to the Owners Corporation; and

(d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

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PART 3.2
During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

(a) use duly licensed employees, contractors or agents to conduct the Works;

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

(c) ensure that the Works comply with all consents/approvals/permits from any Authority in respect of the Works;

(d) ensure the Works are carried out expeditiously and with a minimum of disruption;

(e) carry out the Works between the hours of8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

(f) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and 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;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

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

PART 3.3
After construction

3.3.1 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 has been rectified;

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

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(d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and

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

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

PART 3.4
Enduring rights and obligations

3.4 The Owner:

(a) must maintain and upkeep the Works;

(b) must maintain and upkeep those parts of the common property in contact with the Works;

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

(d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works; and

(e) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia.

PART 3.5
Default by the Owner

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

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

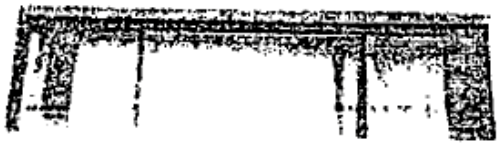
(b) enter upon any part of the Lot to carry out that work; and

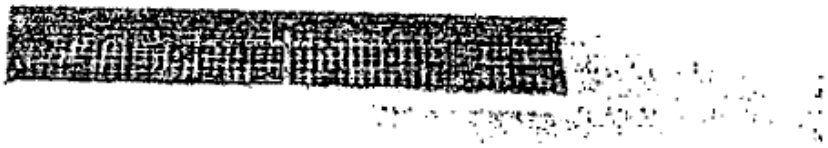
(c) recover the costs of carrying out that work from the defaulting Owner.

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"WORKS"

Window of adjacent apartment

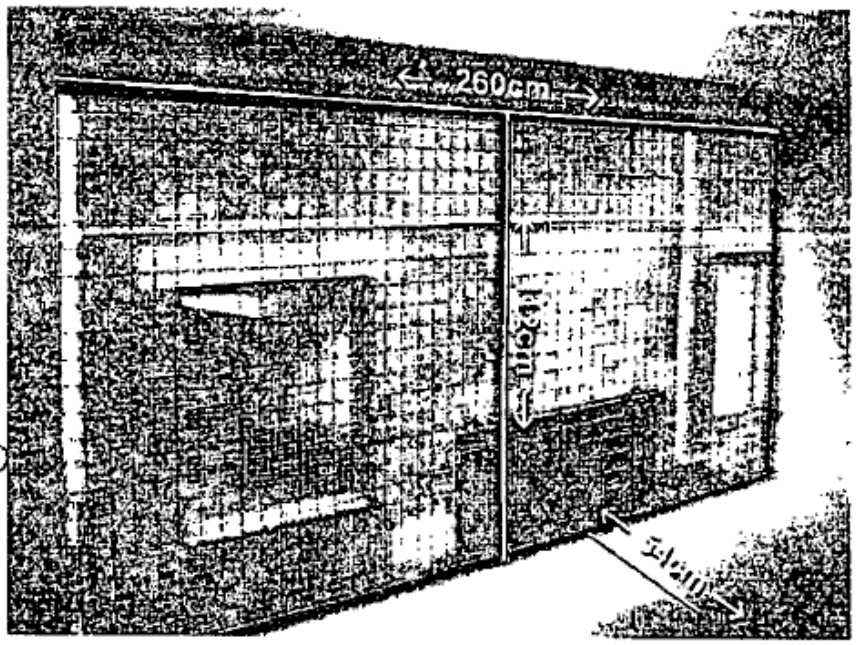




THE OWNERS - STRATA PLAN No. 63095
Common Seal

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"WORKS"



THE OWNERS - STRATA PLAN No. 83095
Common Seal

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SPECIAL BY-LAW 4 – Electronic Communication

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 5 – Electronic Keeping of Records and Service of Documents

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.

2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.

4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.

5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.

6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

SPECIAL BY-LAW 6 – Electronic Voting

Definitions and Interpretation

1. In this by-law:

   (a) "**Act**" means the *Strata Schemes Management Act 2015*;

   (b) "**Electronic Voting**" means a vote on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference) or any other method allowed by Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, while participating in a meeting from a remote location.

2. Unless the context or subject matter otherwise indicates or requires:

   (a) Reference to the singular includes the plural and the plural includes the singular;

   (b) "Including" and similar expressions are not words of limitation;

   (c) Headings are for convenience only and do not affect the interpretation of this by-law;

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(d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Determination to allow Electronic Voting

3. The owners corporation has resolved to adopt all the means of voting as provided for in this by-law and in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, as determined by the managing agent or strata committee for time to time. For the avoidance of doubt the managing agent or strata committee may choose to employ some or all of the following means or the means in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*.

4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

The Electronic Voting process

5. Electronic Voting must be conducted by way of an electronic ballot.

6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.

7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:

(a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;

(b) Information concerning:

(i) How the ballot paper must be completed;

(ii) The deadline for submission of the ballot paper;

(iii) If voting is by email, the address where the ballot paper is to be returned;

(iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;

(c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.

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

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

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10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:

    (a) Review all information and reports about the electronic ballot;

    (b) Reject as informal any votes that do not comply with the requirements of this by-law;

    (c) Ascertain the result of the electronic ballot;

    (d) Make a written or electronic record of the result of the electronic ballot;

    (e) Announce or publish the result of the ballot.

Informal votes

11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote. An informal vote will not count.

12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is or will be informal.

Secret ballots

13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

SPECIAL BY-LAW 7 – Renovations

Definitions and interpretation

1. In this by-law:

    (a) "**Cosmetic Work**" means an owner's work which affects the common property in connection with their lot for the following purposes:

        (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;

        (ii) installing or replacing handrails;

        (iii) painting;

        (iv) filling minor holes and cracks in internal walls;

        (v) laying carpet;

        (vi) installing or replacing built-in wardrobes;

        (vii) installing or replacing internal blinds and curtains;

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(viii) installing any locking or other safety device for protection of a lot against intruders;

(ix) installing any screen or other device to prevent entry of animals or insects on the lot;

(x) installing any locking or other safety device to improve safety within a lot;

(xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;

(xii) any other work described in Section 109(2) of the Act;

but does not include:

(A) Minor Renovations;

(B) work involving structural changes;

(C) work that changes the external appearance of a lot, including the installation of an external access ramp;

(D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;

(E) work involving waterproofing or the plumbing or exhaust system of the building;

(F) work involving reconfiguring walls;

(G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);

(H) any other work described in Section 109(5) of the Act.

(b) "**Minor Renovations**" means an owner's work which affects the common property in connection with their lot for the following purposes:

(i) renovating any room in a lot;

(ii) changing recessed light fittings;

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

(iv) installing or replacing wiring, cabling, pipes, or ducts;

(v) installing or replacing power or access points;

(vi) work involving reconfiguring walls;

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

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(viii) installing a rainwater tank;

(ix) installing a clothesline;

(x) installing a reverse cycle split system air conditioner or ducted air conditioning system;

(xi) installing double or triple glazed windows;

(xii) installing a heat pump or other hot water service;

(xiii) installing ceiling insulation;

(xiv) installing an aerial, antenna, or satellite dish;

(xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;

(xvi) any other work described in Section 110(3) of the Act;

(xvii) any other work that is not:

(A) Cosmetic Work;

(B) work involving structural changes;

(C) work that changes the external appearance of a lot, including the installation of an external access ramp;

(D) work involving waterproofing;

(E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act* 1979);

(F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;

(G) any other work described in Section 110(7) of the Act;

(c) "**Major Renovations**" means an owner's work which affects the common property for the following purposes:

(i) structural changes;

(ii) changes to the external appearance of a lot, including the installation of an external access ramp;

(iii) waterproofing;

(iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);

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(v) work that is not Cosmetic Work or Minor Renovations.

(d) "**Act**" means the *Strata Schemes Management Act 2015*.

(e) Unless the context or subject matter otherwise indicates or requires:

(i) Reference to the singular includes the plural and the plural includes the singular;

(ii) "Including" and similar expressions are not words of limitation;

(iii) Headings are for convenience only and do not affect the interpretation of this by-law;

(iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

(v) Reference to a "lot" includes part of the lot.

Cosmetic Work

2. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8.

3. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

4. When carrying out Cosmetic Work an owner must:

(a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;

(b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

(c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

(d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(e) only perform the works at the following times:

(i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving

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the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;

(h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

(k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(l) not use common property power or water;

(m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

Use of Cosmetic Works

5. An owner (or other user of the work) must ensure that the use of the work following completion:

(a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

6. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

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Repair and maintenance

7. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

Indemnity

8. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

   (a) performance of the work;

   (b) use of the work;

   (c) failure to comply the duty to maintain, repair, renew or replace;

   (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;

   (e) owner's breach of any part of this by-law.

Minor Renovations

9. An owner may only carry out Minor Renovations with the approval of the owners corporation.

10. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.

11. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Application to owners corporation for approval for Minor Renovations

12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:

   (a) the owner's name, address and telephone number;

   (b) the lot number connected with the works;

   (c) details of the work including plans, specifications, drawings, conditions, and notes;

   (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;

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(e) an estimate of the duration and times of the work;

(f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;

(g) details of arrangements to manage any resulting rubbish or debris arising from the work;

(h) a statement that the work does not involve:

(i) the removal or alteration of a structural element of the building;

(ii) the installation, replacement or exposure of a waterproofing membrane or flashings;

(iii) changing the external appearance of any lot;

(iv) detrimentally affecting the safety of a lot, including fire systems;

(i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Minor Renovations

13. When determining an application made in accordance with clause 12, the owners corporation may:

(a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);

(b) engage a consultant to assist it to review the application;

(c) approve the application with some or all the conditions contained in clauses 14 to 24, or impose additional conditions;

(d) refuse the application, but must not act unreasonably when doing so.

Before Minor Renovations are carried out

14. Before carrying out Minor Renovations an owner must:

(a) give to the owners corporation evidence that those persons carrying out the work have:

(i) any requisite current licence to conduct the work;

(ii) contractors' all risks insurance cover (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);

(iii) insurance if required under Section 92 of the *Home Building Act 1989*;

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(iv) workers compensation insurance if required by law;

(b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(c) if the work involves:

(i) removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

(d) if requested by the owners corporation:

(i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;

(ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;

(iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;

(iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

<u>When Minor Renovations are being carried out</u>

15. When carrying out Minor Renovations an owner must:

(a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

(c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

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(d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(e) only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;

(h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;

(k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(l) not use common property power or water;

(m) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

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After Minor Renovations are carried out

16. After carrying out Minor Renovations an owner must:

(a) notify the owners corporation that the work has been completed within 7 days after its completion;

(b) give the access to the owners corporation's nominee to the lot to inspect the work;

(c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) if the work involved:

(i) removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) if required by the owners corporation:

(i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;

(iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

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Use of Minor Renovations

17. An owner (or other user of the work) must ensure that the use of the work following completion:

    (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

    (b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

18. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

19. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 14 to 16 apply to any work the owner carries out to comply with this clause.

Indemnity

20. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

    (a) performance of the work;

    (b) use of the work;

    (c) failure to comply the duty to maintain, repair, renew or replace;

    (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;

    (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

Insurance

21. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

22. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

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23. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Costs

24. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

Major Renovations

25. An owner may only conduct Major Renovations in accordance with the following conditions:

    (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;

    (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;

    (c) the by-law is registered and a recording made in the certificate of title comprising the common property.

26. An owner should undertake the process in clause 27 before presenting any motion referred to in clause 25 for the consideration of the owners corporation.

Application to owners corporation for approval for Major Renovations

27. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:

    (a) the owner's name, address and telephone number;

    (b) the lot number connected with the works;

    (c) details of the work including plans, specifications, drawings, conditions, and notes;

    (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;

    (e) an estimate of the duration and times of the work;

    (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;

    (g) details of arrangements to manage any resulting rubbish or debris arising from the work;

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(h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);

(i) the owner's consent to the making of the by-law;

(j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of Application for Approval of Major Renovations

28. When determining an application made in accordance with clause 27, an owners corporation may:

(a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);

(b) engage a consultant to assist it to review the application;

(c) approve the application in its original form, or with amendments to the motions required in clause 25;

(d) refuse the application, but must not act unreasonably when doing so.

Breach of this By-Law

29. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

(a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

(b) if the owner fails to comply with the request in sub clause (a):

(i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

(ii) recover the costs of carrying out work referred to in this clause hereto from the owner;

(iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

Schedule of approved Minor Renovations and Major Renovations

30. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

By-Law Prevails

31. This by-law prevails to the extent of any inconsistency with any other by-law.

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SCHEDULE 1

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot ……{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:

   (a) ……{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in ……{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and

   (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. That the authority referred to in paragraph 1 is given by the owners corporation:

   (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and

   (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

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SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

SPECIAL BY-LAW ……. {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot ……..{INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

   (a) ……{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in ……{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and

   (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.

3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:

   (a) "**Act**" means the *Strata Schemes Management Act 2015*;

   (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

   (c) "**Lot**" means lot ……..{INSERT LOT NUMBER};

   (d) "**work**" means the work referred to in clause 1 of this by-law;

   (e) Unless the context or subject matter otherwise indicates or requires:

      (i) Reference to the singular includes the plural and vice versa;

      (ii) A thing includes the whole or part of it;

      (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

      (iv) A document includes any amendment or replacement of it;

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(v) "Including" and similar expressions are not words of limitation;

(vi) Headings are for convenience only and do not affect the interpretation of this by-law;

(vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

(a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.

(b) Give to the owners corporation evidence that those persons carrying out the work have:

(i) Any requisite current licence to conduct the work;

(ii) Contractors' all risks insurance cover (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);

(iii) Insurance if required under Section 92 of the *Home Building Act 1989*;

(iv) Workers compensation insurance if required by law;

(c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect

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the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

(a) Comply with any condition or requirement of any Authority;

(b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;

(d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

(e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely

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to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

(i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

(l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(m) Not use common property power or water;

(n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee to the Lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If the work involved:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

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(e) If required by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:

(a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

(a) Performance of the work;

(b) Use of the work;

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(c) Failure to comply the duty to maintain, repair, renew or replace;

(d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

(e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

(a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

(b) If the owner fails to comply with the request in sub clause (a):

(i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

(ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

(iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be

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recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

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SCHEDULE 3

Schedule of approved Minor Renovations and Major Renovations

Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation

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SPECIAL BY-LAW 8 – Lot 18 Renovations (passed 6 February 2025)

1. Introduction

This by-law gives the owner of lot 18 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"**lot**" means lot 18 in Strata Plan No. 63095,

"**owner**" means the owner for the time being of the lot (being the current owner and all successors),

"**plans**" means the Drawings prepared by Inhaus Living dated 23 August 2024, copies of which are attached to this by-law,

"**quote**" means the Quote/Scope of Works prepared by Inhaus Living dated 11 November 2024, a copy of which is attached to this by-law,

"**report**" means the Structural Advice for Wall Removal prepared by Epic Engineers dated 22 August 2024, a copy of which is attached to this by-law, and

"**works**" means the alterations and additions to the lot and the adjacent common property described and shown in the plans, quote and report generally involving removal of existing walls and construction of new walls, installation of new flooring and joinery items, and renovations to the kitchen and bathroom/laundry of the lot including plumbing and electrical works, and more specifically including:

Walls

- removing the bedroom robe and the non-load bearing walls dividing the bedroom robe and the bathroom/laundry wall to increase bathroom size,
- constructing new wall and new glass partition to divide the new larger bathroom and the bedroom,
- removing the wall below the stairs to create new bar area,
- constructing new walls to permit kitchen benchtop and bar continuity with kitchen.

Flooring

- removing and replacing the existing floor finishes throughout with hybrid flooring on acoustic underlay (excluding the bathroom/laundry).

Stairs

- removing the existing handrail,

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- installing a new glass handrail.

Kitchen

- stripping out the existing kitchen,
- reconfigure layout and increase kitchen size,
- tiling the splashback,
- installing new kitchen fixtures, fittings and appliances including joinery, benchtop, sink and tapware, dishwasher, cooktop, oven and range hood.

Bathroom/Laundry

- stripping out the existing bathroom/laundry,
- reconfigure layout for new larger bathroom,
- waterproofing wet areas,
- tiling the floor and the walls,
- installing new fixtures, fittings and accessories including vanity, basin and tapware, shaving cabinet, shower screen, shower head and tapware, towel rails, toilet suite and toilet roll holder,
- installing new cupboard joinery, benchtop and stacked washing machine and dryer.

Plumbing and Electrical

- reconfiguring existing and installing new plumbing and electrical services to service the new fixtures and fittings,
- upgrading existing and installing new general power outlets, switches and light fittings including downlights.

Joinery Items

- installing new linen, robe and cupboard joinery items throughout.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The Owners Corporation:

(a) authorises the works,

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and

(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works, upon and subject to the conditions set out in this by-law.

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4. The Conditions

1. Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the *Environmental Planning and Assessment Act 1979* and give the Owners Corporation a complete copy of the certificate or consent including all conditions of consent.

(b) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the Owners Corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the *Home Building Act 1989*.

(c) Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the Owners Corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

2. During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the plans, quote and report and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

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(d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00 am – 5.00 pm on Monday – Friday.

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Works

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation.

(i) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the Owners Corporation.

(j) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) Storage of Building Materials on Common Property

The owner must make sure that no building materials are stored on the common property. Times for Operation of Noisy Equipment The owner must

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make sure that at least 24 hours prior notice is given to the Owners Corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(m) Vehicles

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

(n) Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the Owners Corporation.

(o) Cost of the Works

The owner must pay all costs associated with the works.

3. After the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4. Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

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(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Indemnity

The owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

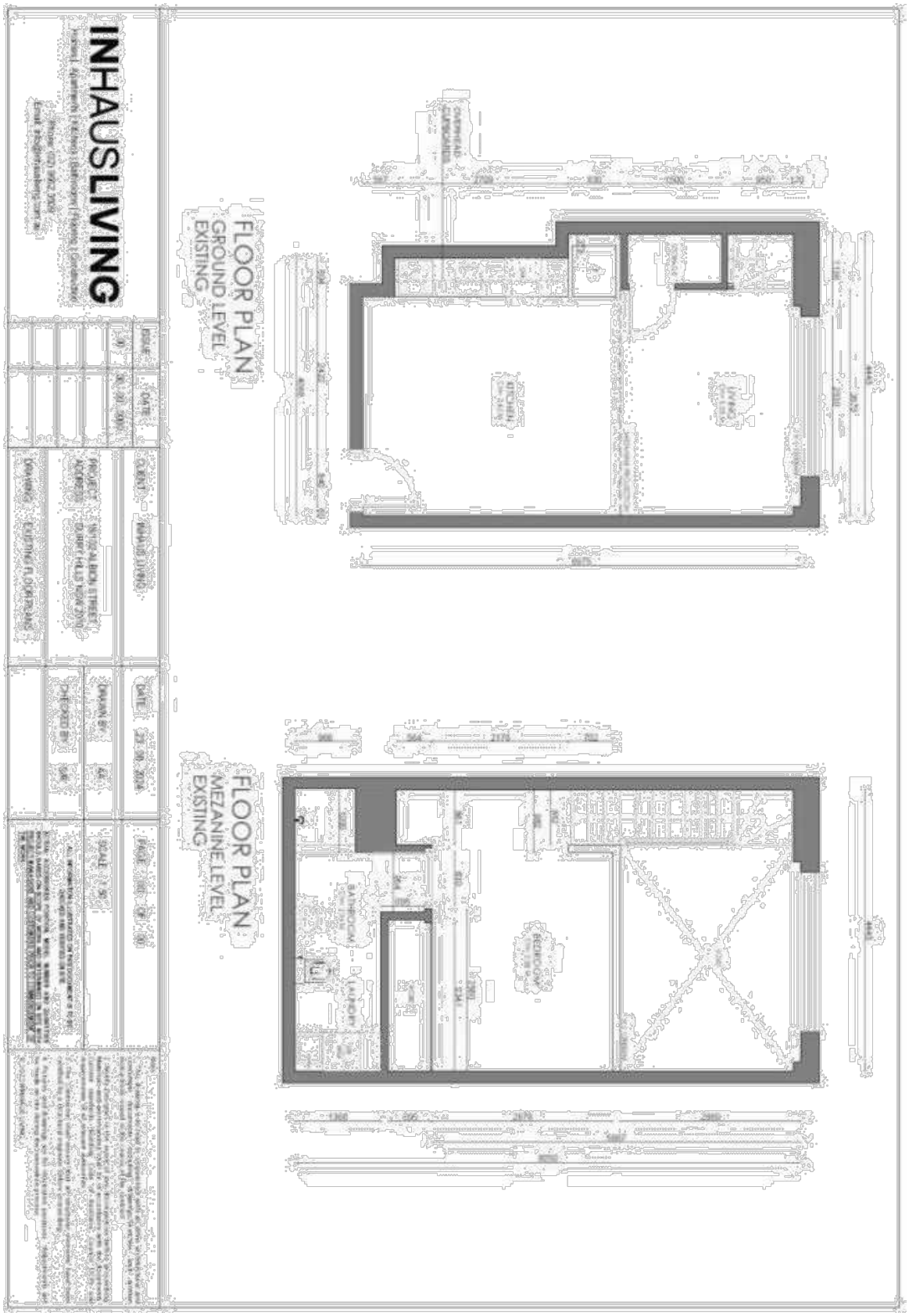
(b) Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

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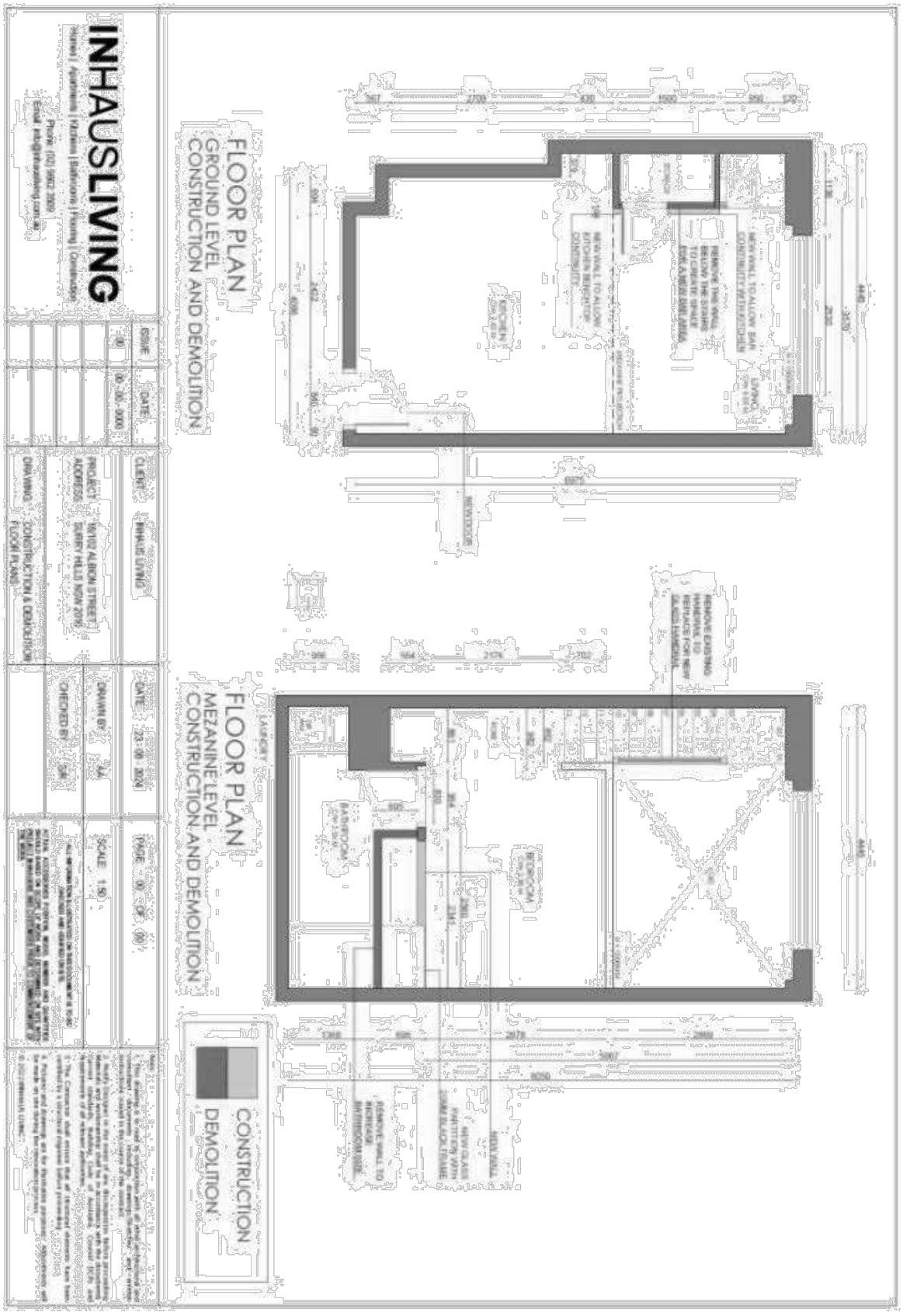
Plans



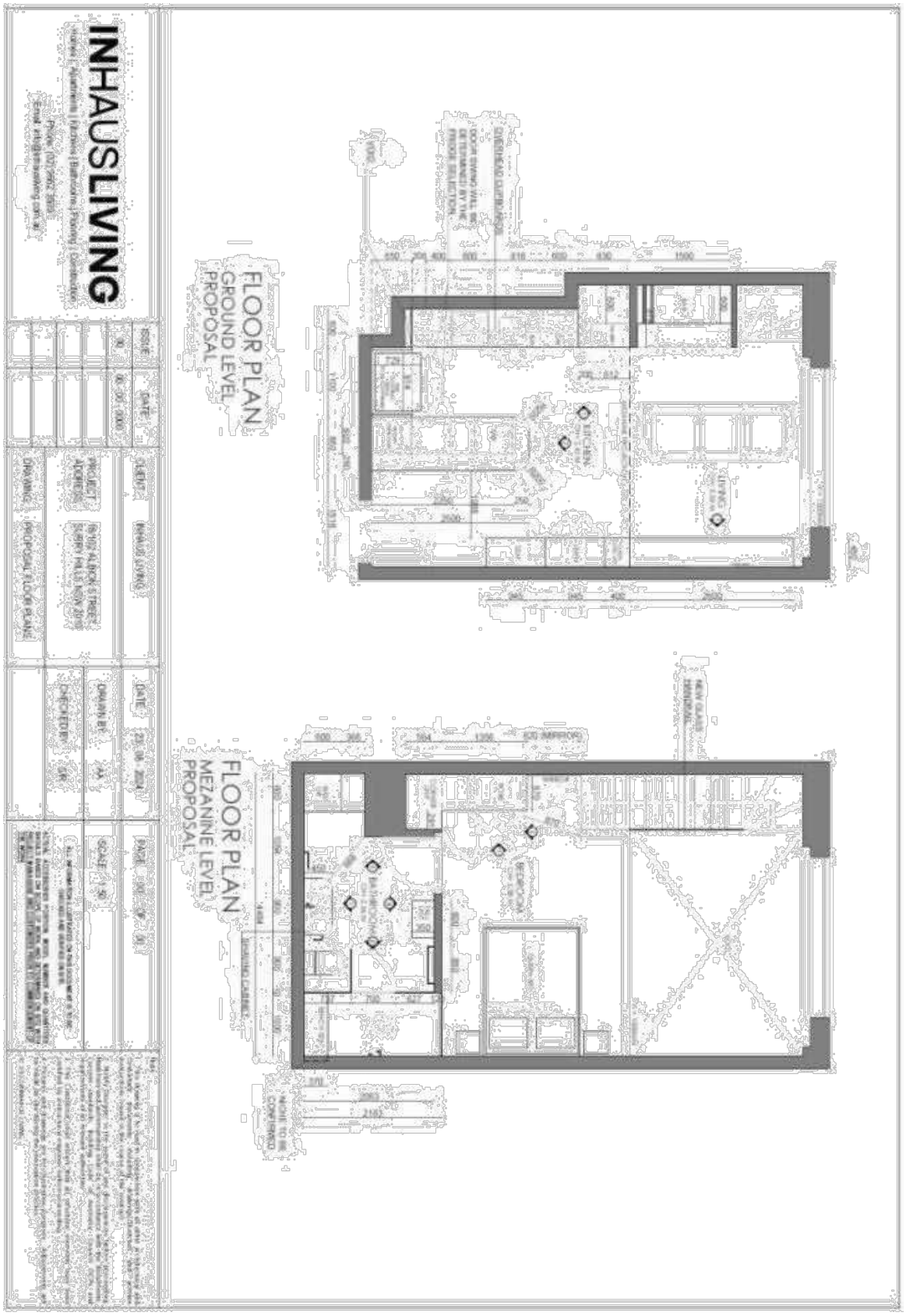
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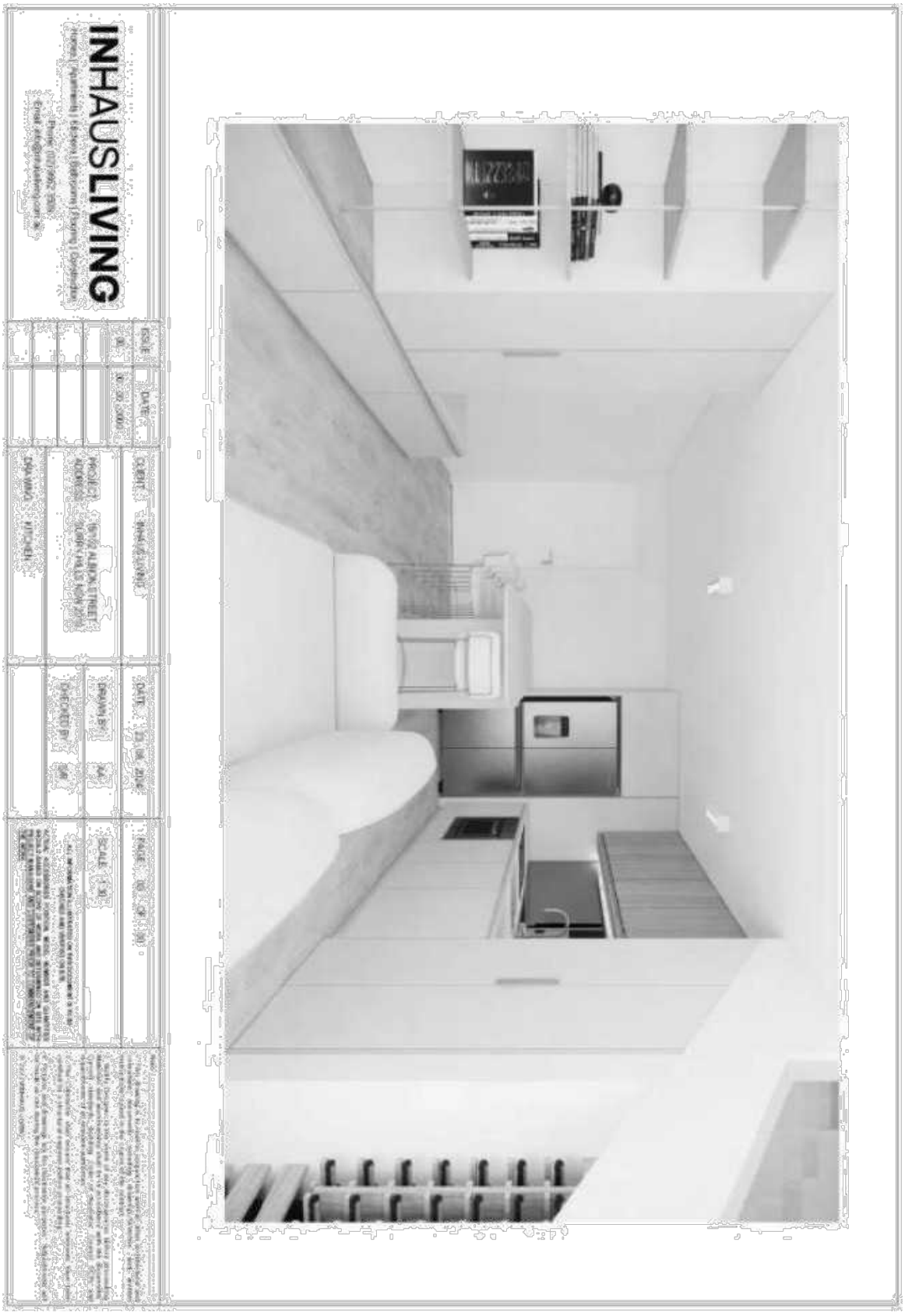
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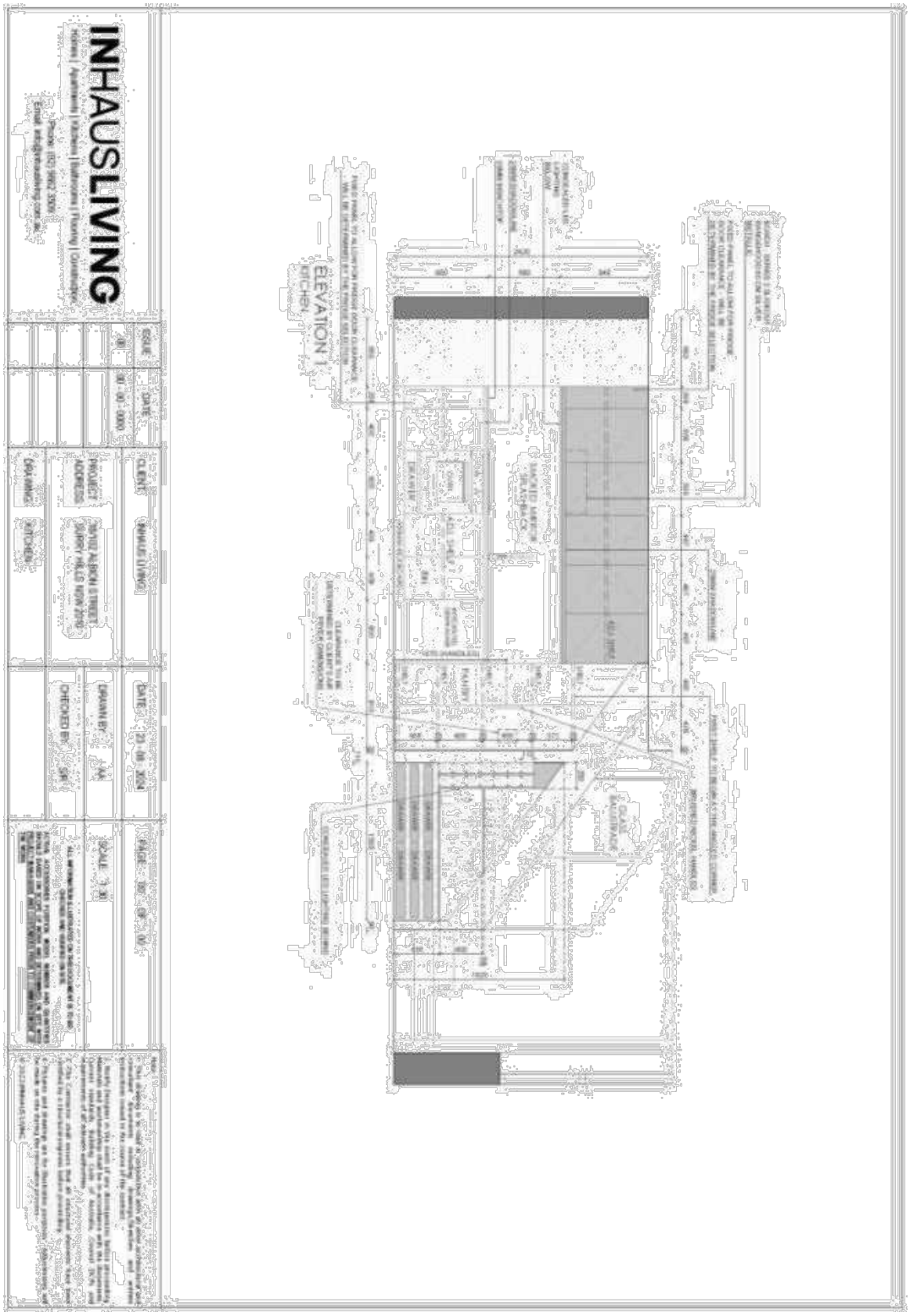
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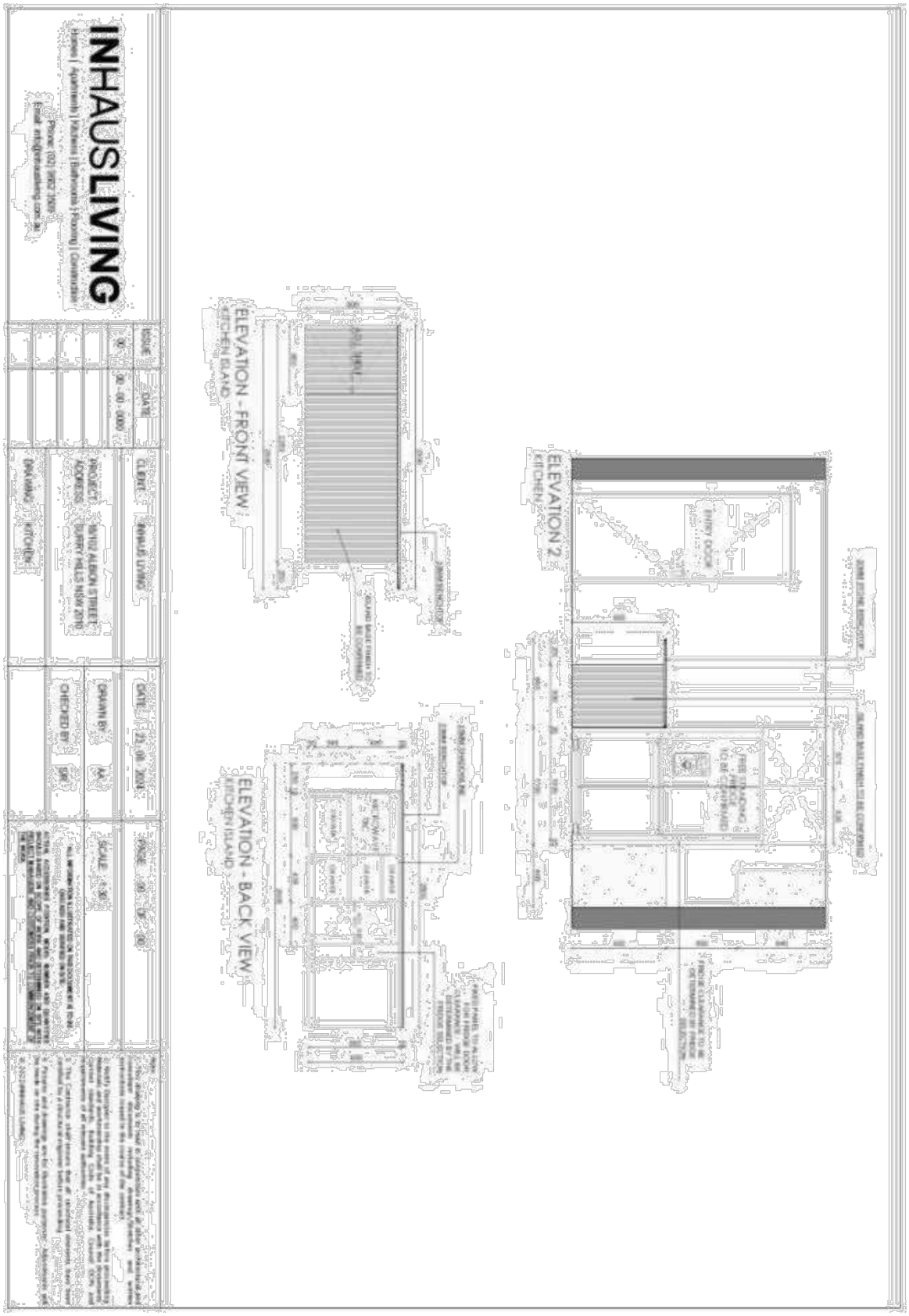
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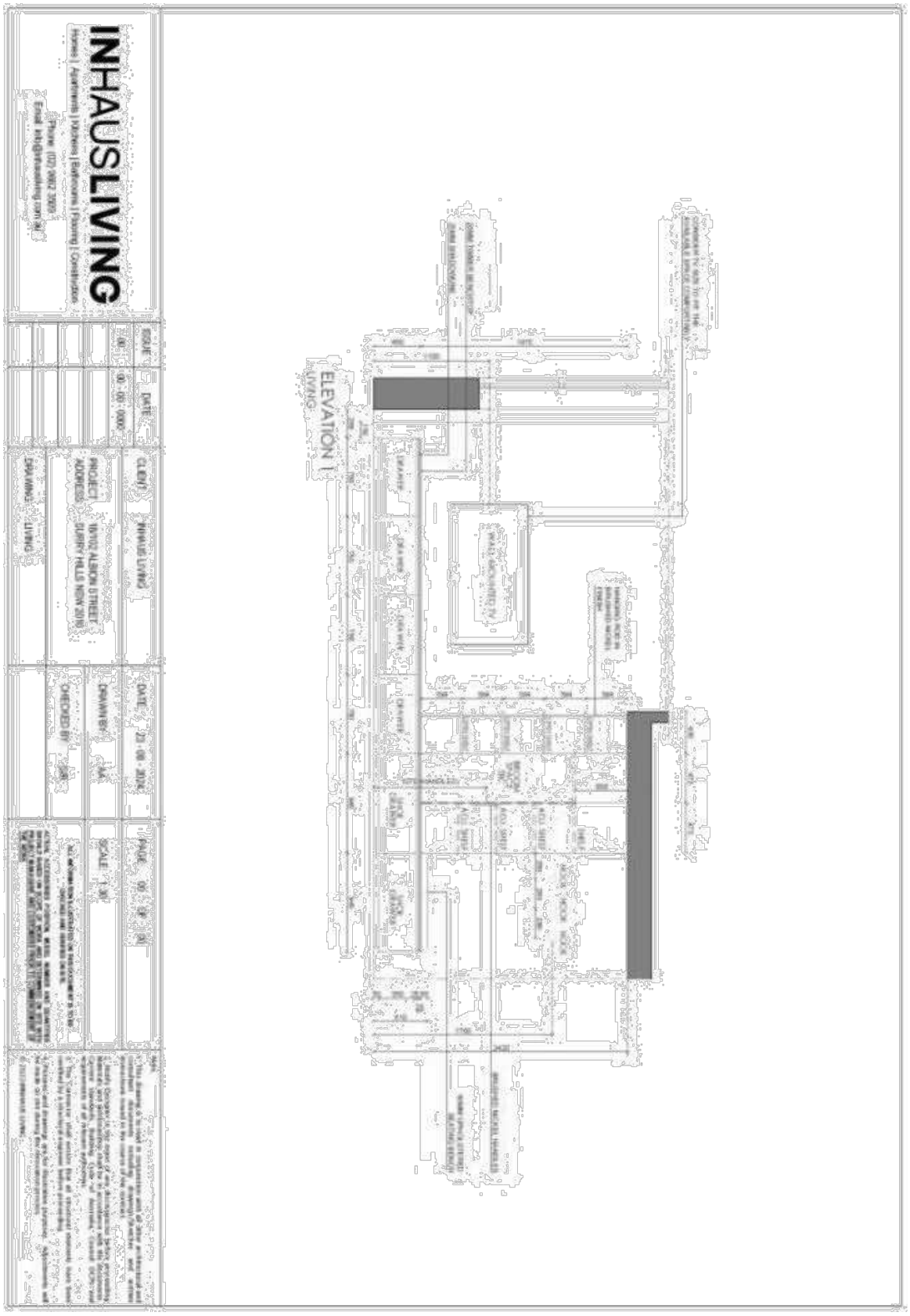
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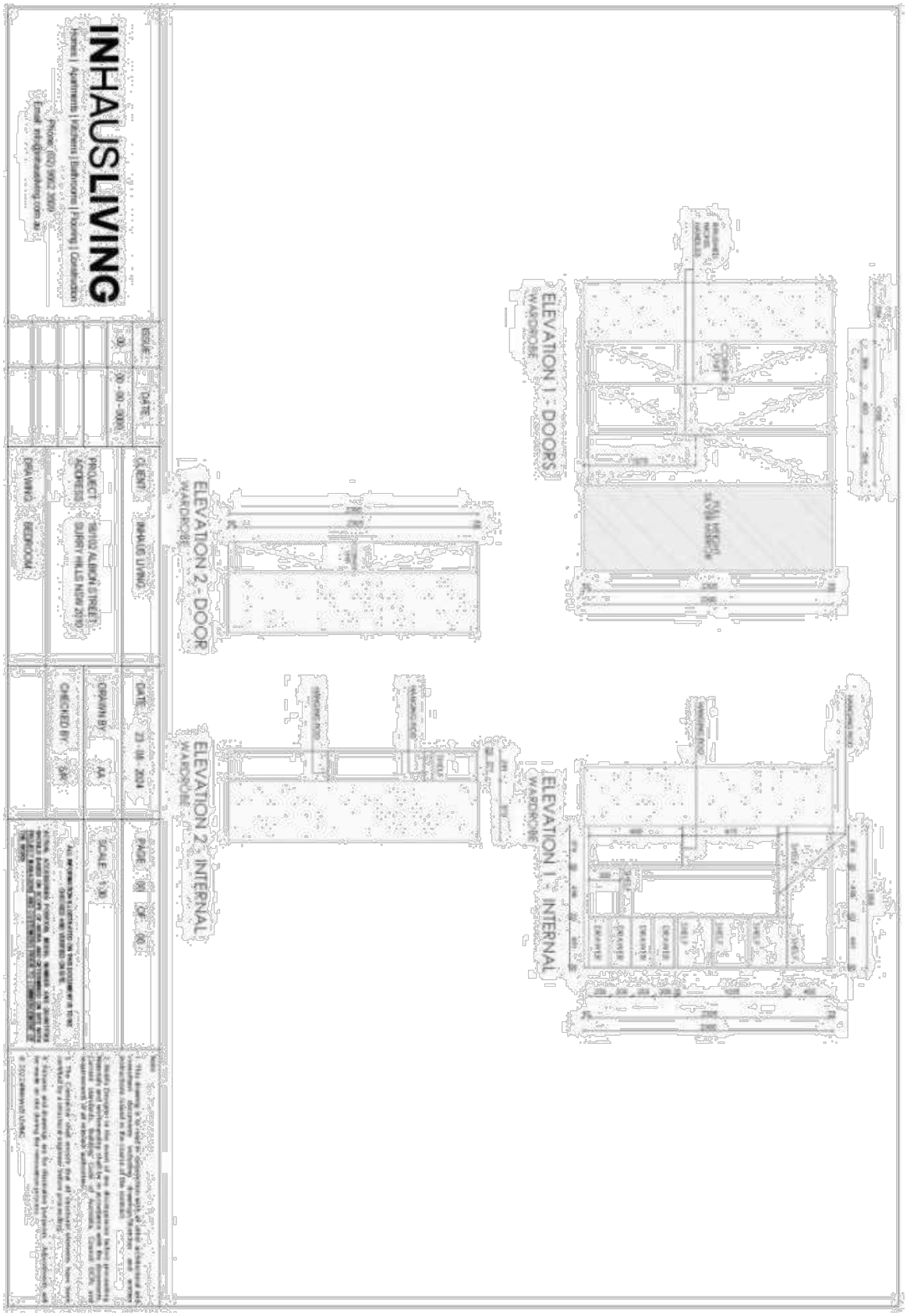
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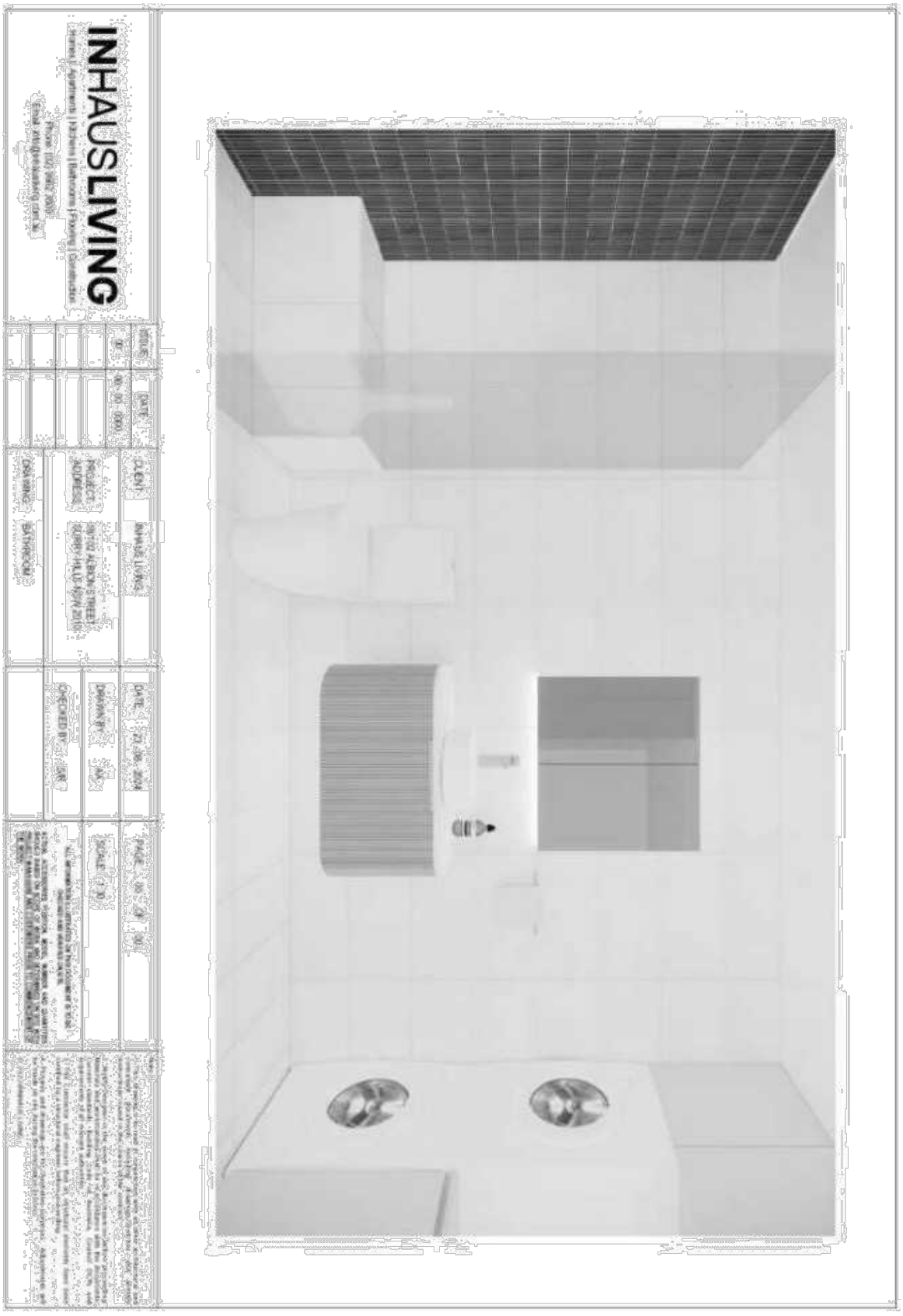
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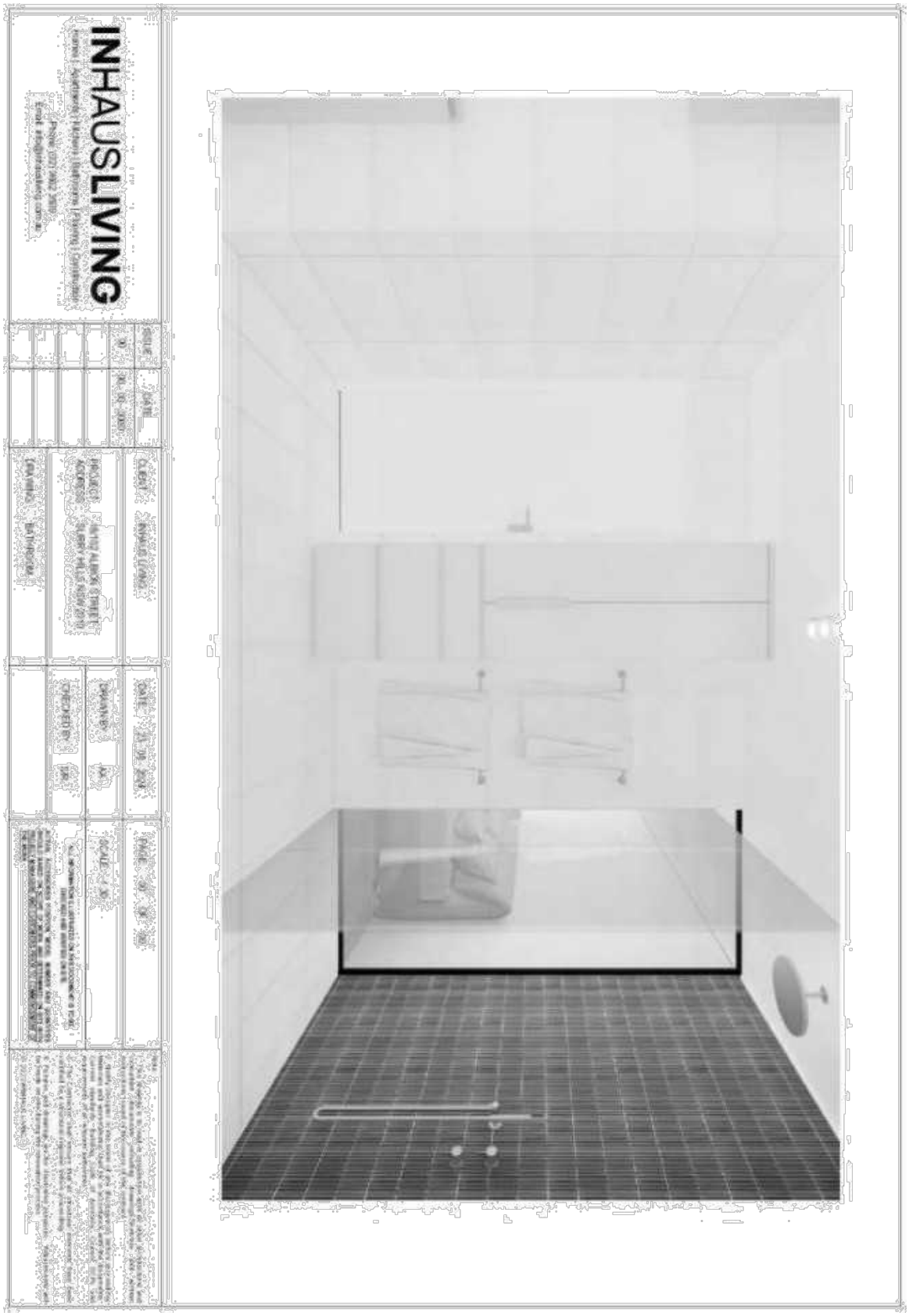
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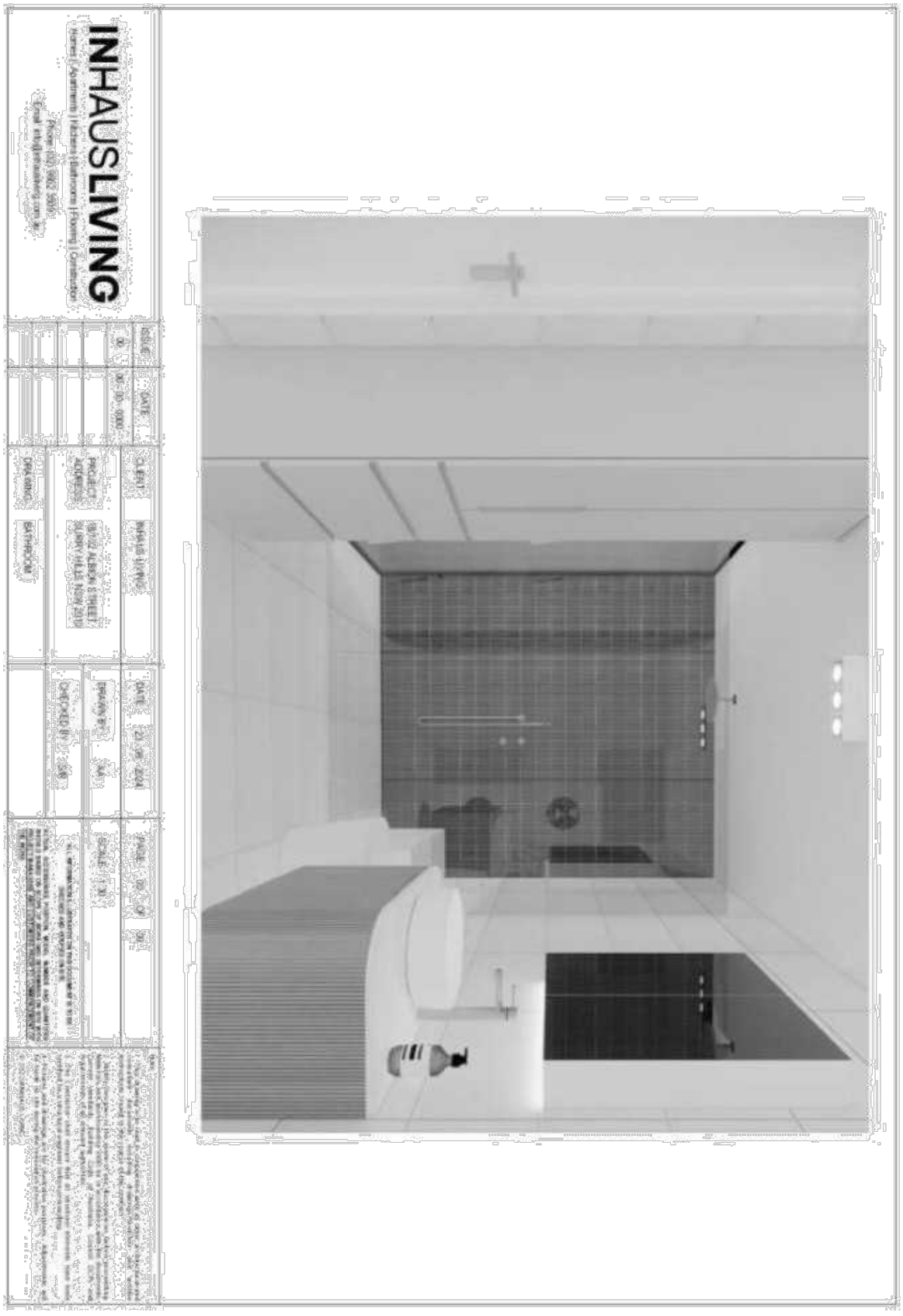
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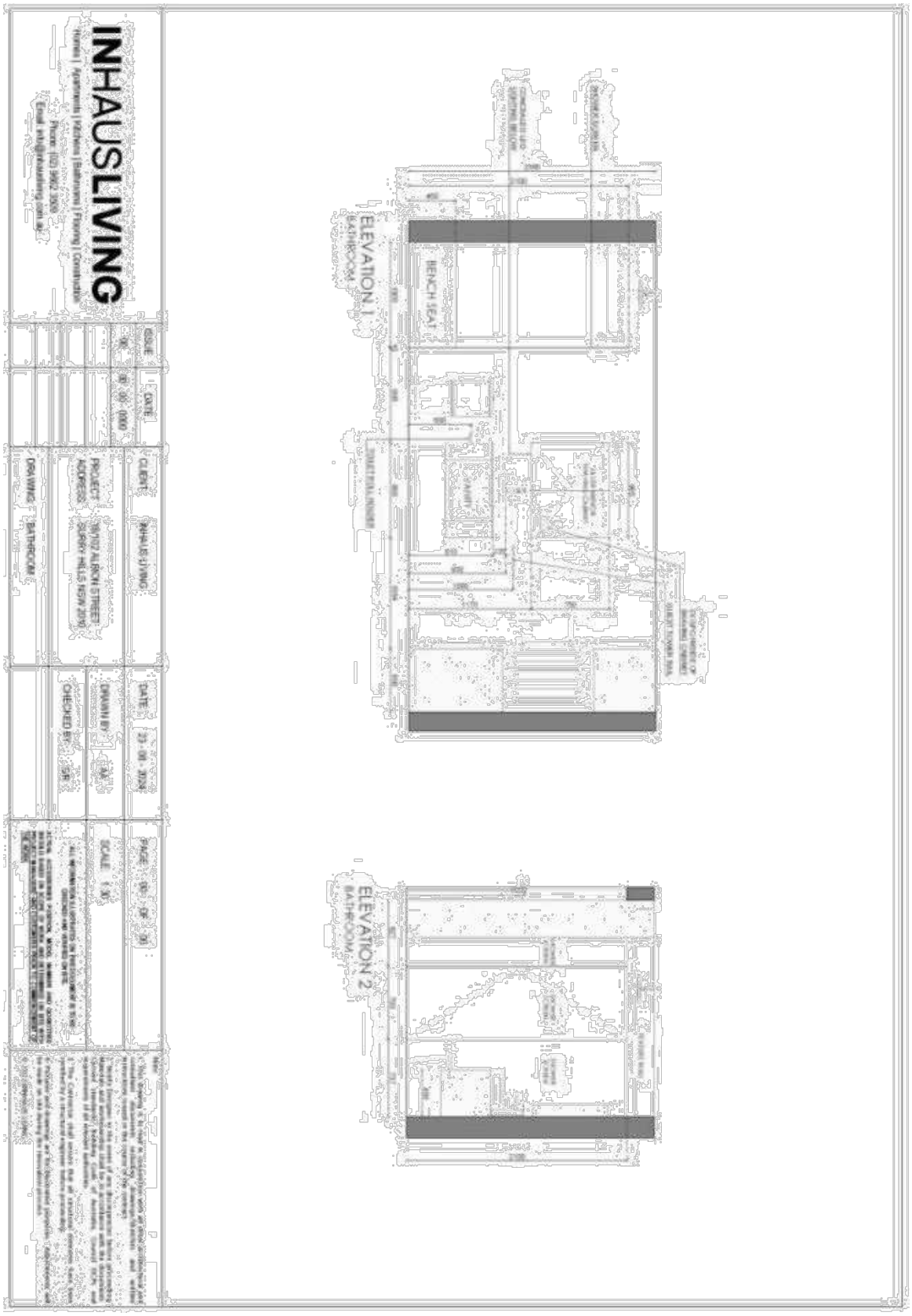
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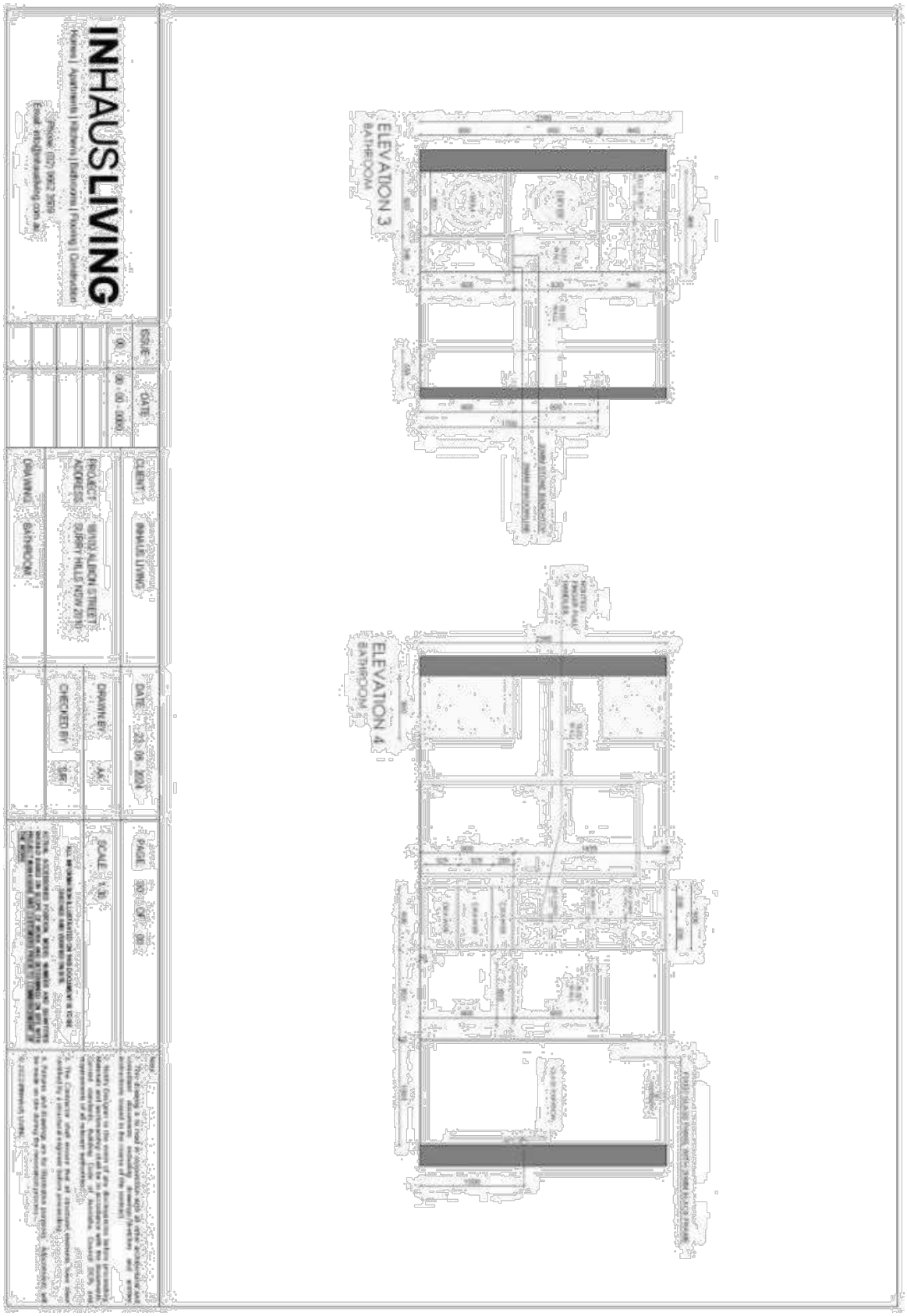
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Quote

INHAUSLIVING

To	Jackson Miri Primmer
Project	18/102-104 Albion Street, Surry Hills
Email	Jackson.primmer@gmail.com
Telephone	0449284854
From	Sam Harb
Date	Monday the 11th of November 2024

Dear Jackson,

At Inhaus Living, we've built a strong reputation for excellence, founded on core principles that define how we do business. Here's what sets us apart:

1. **Guaranteed Quality Workmanship**
   Our guarantee of quality workmanship, combined with a proactive "can-do" attitude, ensures your project is completed on time and within budget. Your investment is our investment, and we're committed to delivering exceptional results.
2. **Safety First**
   We prioritise Work Health and Safety (WH&S) across all our sites, ensuring a safe environment for everyone involved. All team members hold valid white cards and have received comprehensive workplace safety training. Compliance with WH&S standards is at the core of our operations.
3. **Dedicated and Skilled Trades Team**
   Our licensed tradespeople—including plumbers, electricians, tilers, carpenters, and joiners—have been part of the Inhaus Living team for years. Their expertise and commitment guarantee high-quality workmanship and exceptional finishes on every project.

Scope of Services

Our comprehensive project management approach covers the following:

- **Site Visit & Analysis**
  Conducting an initial site visit to evaluate fixed and variable design parameters.
- **Client Consultation**
  Working closely with you to define project requirements, budget, timelines, and design preferences.
- **Coordination with Contractors & Suppliers**
  Managing all aspects of contractor and supplier liaison, including tender management and work practices.
- **Compliance with Safety Standards**
  Ensuring all work meets the requirements of the *Workplace Health and Safety Act 2011 (NSW)* and the *Workplace Health and Safety Regulations 2011 (NSW)*.
- **Site Logistics & Management**
  Overseeing site logistics and maintaining effective site management throughout the project.
- **Onsite Supervision**
  Providing hands-on supervision by our experienced project manager as needed.
- **Specialised Labour Provision**
  Supplying skilled, licensed labour where required to ensure exceptional quality and compliance.

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Renovation Works/Laundry

- Demolish entry, kitchen flooring in lounge room.
- Painting entire paint -No texture painting.
- New wardrobe in bedroom standard white internals and 1x set soft closing drawers.
- IF client wants Change lights in apartment to same locations and standard light fittings (client to supply light fittings). $135 plus GST per light
- 20mm stone top to laundry same as kitchen
- Joinery to laundry same as kitchen
- No ducting of dryer
- Tall cabinet 350mm deep
- Install Laundry tub supplied by client.
- Supply and install standard chrome tap
- Custom make tv unit and all tall unit
- Supply and install glass balustrades .
- Custom make bar area under stair case as per plan
- No painting

Kitchen Renovation

- Supply designs and floor plans
- Remove and dispose of existing kitchen including disconnection and making safe of all electrical and plumbing points.
- Remove and dispose of kitchen appliances as required.
- Rough-in of plumbing and electrical to the correct positions according to plans
- Supply and install deluxe range 20mm stone kitchen splash back.
- Supply and install 3 power points in splash back area.
- Supply and install Custom Premium Polyurethane color MOUNT BULLER SATIN Kitchen with no handles (shark nose profile) in Cloudburst Dulux with soft close doors & drawers as per drawings.
- Timber look finishes are in PLOYTEC RAVINE MIASON OAK
- Supply and install 20mm cloud burst range stone bench top to back run
- Install all appliances and kitchen sink and tap (Client to supply all appliances)
- Construct bulk heads in kitchen area as required.
- NO DUCTING ALLOWED FOR RANGEHOOD

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Bathroom/ Renovation

- Supply designs and floor plans
- All associated demolition works and tipping.
- Remove and cap all plumbing and electrical points as required.
- Rough in all plumbing and electrical points as per floor plans
- Supply and apply water proofing as required by the BCA (Building Codes of Australia)
- Supply and lay wall and floor from Inhaus Living range.
- Tile feature wall in kitkat tile
- Tile walls to ceiling height and square set finish to ceiling.
- Supply and apply wall and floor adhesives and grout.
- Supply and install all pc items and accessories as required from Inhaus Living range and must have all items on site before commencement to ensure no delays.
- Supply and install Finger pull 900 SINGLE bowl wall hung with stone top undermount 20mm same as kitchen
- Supply and install 300mm Shower head from ceiling
- Supply and install handheld on bracket
- Supply and install 900mm mirror above vanity.
- Supply and install 3 x LED downlights (warm) from the Inhaus Living range.
- Change all power points and switches to new from Inhaus Living range.
- Supply and install smart floor tile waste.
- Supply and install back to wall toilet from Inhaus Living range.
- Supply and install SMART FLOOR waste in shower area.
- Supply and install Custom Frameless shower screen with door
- Supply and install black framed fixed panel in shower area
- Supply and install 1 x only Phillip light changing downlight

Flooring

- Remove all the carpet and flooring and Supply and install quite step combi lay underlay as required where the new flooring will be laid, as per plans.
- Remove the existing tiles in the kitchen and entry and run floors into the kitchen and entry areas.
- Supply and install HYBRID flooring, straight board sandy beach using the click and lock floating installation method to living, dining, entry, kitchen, and bedroom.
- Supply and install 66mm skirting boards pencil edge.

NOTE: Sub floor preparation/levelling is not included and is a variation only if required. Any additional acoustic underlay required will also be a variation @$[redacted] Plus GST per bag

Additional works not included (to be quoted)

- Changing of lights in apartment to same locations and standard light fittings (client to supply light fittings). $185 plus GST per light.
- Switch board upgrade Approximately $[redacted] plus GST
- Levelling of apartment @ $[redacted] per bag plus GST
- Homeowners Warranty to be paid by client.
- Air conditioning
- Blinds
- Painting
- TOTO toilet
- Wood paneling in bedroom
- Bathroom walls maybe defected and quote if needed

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Product and PC Items

- 2 x Meir brushed nickel wall mixers
- 1 x 900mm Bondi wood oak look wall hung vanity
- 1 x round top mount bowl
- 1 x Meir Tall brushed nickel basin mixer
- 1 x 300mm shower head and ceiling arm
- 1 x handheld just on bracket
- 1 x Meir toilet roll holder brushed nickel
- 1 x Alix btw toilet suite, S-Trap, slim seat
- 1 x Meir hand towel holder brushed nickel
- 1 x Meir single towel rail brushed nickel (size TBC)
- 1 x 900 pencil edge mirror cabinet
- Floor tile - Onxy ES 60*60 Citrine
- Wall tile – Onxy ES 60*60 Citrine
- Feature wall tile- Kitkat emerald green
- Apoxy Grout with gold flakes for kitkat wall only $[redacted] plus GST Already added to total price
- Chrome standard goose neck tap laundry

Tipping, site set-up, Logistics and Project Management

- All the required removal of waste that may arise due to the renovation works from start to finish and all waste to go offsite, not to be placed in building rubbish areas
- Affected areas to be protected where necessary to limit dust, debris etc.
- Any damage caused by the process of demolition to the premises will be made good by our team

Total Price Inc GST $[redacted]

Exclusions

Any items or works not specified in the scope will incur additional charges. All items listed within this scope (unless otherwise stated) are exclusively from the Inhaus Living range.

Progress Payment Stages

1. 10% Deposit to reserve renovation
2. 20% Payment at product ordering stage
3. 20% Payment at waterproofing to bathrooms
4. 20% Payment at of tiling to bathrooms
5. 25% Payment prior to delivery of kitchen cabinets
6. 5% payment at completion of renovation works

Customer Signature _____ **Date** _____

Inhaus Living Signature _____ **Date** _____

Please sign to confirm your acceptance of the scope of works, quotation, and acknowledgment of the above costs, terms, and conditions.

4

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Important things to note

Terms and Conditions of Renovation Works

1. **Qualified Tradespeople**
   All works will be carried out by qualified and licensed tradespeople, as required. Due care will be taken throughout the project to ensure high-quality workmanship.
2. **Builders Warranty**
   The project is covered by a 6-year builder's warranty for workmanship. All works will adhere strictly to the scope outlined above.
3. **Unforeseen Issues**
   - **Termite Damage or Dry Rot:** If termite damage or dry rot is discovered during the renovation, the client will be promptly informed. Any additional works required to rectify these issues will incur extra costs, which will only proceed upon agreement on pricing.
   - **Asbestos:** If asbestos is identified during the renovation and removal is necessary, the client will be informed immediately. Additional charges for removal will apply, subject to prior agreement on pricing.
4. **Payment and Warranty**
   No warranty-related works will be undertaken unless full payment for the renovation, as per the scope of works, has been received.
5. **Responsibility for Existing Issues**
   - **Lime Mortar Damage:** Inhaus Living is not liable for damage to adjacent or surrounding walls or ceilings caused by lime mortar during renovation works.
   - **Stormwater and Sewer Blockages:** Blockages in existing stormwater or sewer pipes due to unrelated factors (e.g., tree roots, dislodged pipes, or pre-existing damage) are the client's responsibility. Inhaus Living will only connect to existing pipes in walls and floors.
   - **Non-Plumb Walls/Structures:** Inhaus Living is not responsible for existing structural issues such as non-plumb or non-square walls that cannot be repaired during the renovation.
6. **Approvals and Bonds**
   If Complying Development Certificates (CDC) or Development Applications (DA) are required, all associated costs, including council or strata bonds, are the client's responsibility.

Thank you again for choosing Inhaus Living for this project. If you have any questions, please do not hesitate to contact me.

Kind Regards,

Sam Harb
0415 187 375
Sydney Renovation Projects T/as Inhaus Living
Builders Licence number 279794C

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EPIC ENGINEERS
CIVIL & STRUCTURAL ENGINEERING CONSULTANTS
ABN: 99 040 437 154
PO Box 1012
Revesby NSW 2212

22 August 2024

In-Haus Living
Attn: Joseph Bazouni
Level 1 Shop 10 AND Ground Floor Shop 25
Supa Centa Moore Park 2A Todman Ave
KENSINGTON NSW 2033

Attention: Joseph

RE: 18/102-104 Albion St Surry Hills
Structural Advice For Wall Removal

This letter is to verify that I have completed a site inspection of the aforementioned property and discussed with the builder the possibility of removing the wall between the bedroom cupboard and the bathroom wall.

From review of the structure we have determined the wall to be a light weight timber framing and non load bearing wall.

This walls can be removed without affecting the structural integrity of the building structure.

I trust this meet with your requirements. Should you have any queries please do not hesitate to contact the undersigned at your earliest convenience.

Yours Faithfully

John Messih
Structural Engineer
B.Eng (Civil) MIEAust CPEng NER APEC Engineer IntPE(Aus)
Mob: 0422849958

This is page 85 of a total of 85 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 63095 was affixed on the 27th **day of** February **2025 in the presence of:**

Authority: Strata Managing Agent

Signature: Electronic of me, Paul Culbi.
Affixed at my direction on 27/02/2025 at 9am

Name: Paul Culbi

Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

Req:R305786 /Doc:DL AU854169 /Rev:03-Mar-2025 /NSW LRS /Prt:09-Jun-2026 10:38 /Seq:87 of 87
© Office of the Registrar-General /Src:TRISearch /Ref:01795

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 63095 was affixed on ^ 27/02/2025 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 of me, Paul Culbi. Affixed at my direction on 27/02/2025 at 9am Name: ..... Authority: .....

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

+61 2 9265 9333
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

LOUISE COHEN CONVEYANCING
Level 1 9-13 Bronte Rd

BONDI JUNCTION NSW 2022

PLANNING CERTIFICATE

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

Applicant:	LOUISE COHEN CONVEYANCING
Your reference:	01795 HILL ANNAND
Address of property:	102-104 Albion Street , SURRY HILLS NSW 2010
Owner:	THE OWNERS - STRATA PLAN NO 63095
Description of land:	Lots 1-46 SP 63095, Lot 3 DP 218414, Lots 47-48 SP 87277
Certificate No.:	2024324548
Certificate Date:	5/06/26
Receipt No:	APC-656447
Fee:	$69.00
Paid:	4/06/26

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

CITY OF SYDNEY

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

+61 2 9265 9333
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
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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 MU1 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone
• To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
• To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
• To minimise conflict between land uses within this zone and land uses within adjoining zones.
• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
• To ensure land uses support the viability of nearby centres.
• To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent
Home occupations

3 Permitted with consent
Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited
Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

PROPOSED ZONING

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: Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023

This Planning Proposal – Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023 (planning proposal) details the intent and justification for the proposed amendments to Sydney LEP 2012 and Sydney Local Environmental Plan 2013 (Green Square Town Centre) 2013 and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (Green Square Town Centre LEPs).

Sydney Development Control Plan 2012: Policy and Housekeeping - Amendments

The purpose of this draft development control plan (DCP) is to amend the Sydney Development Control Plan 2012 with updates to better support the City's strategic priorities of housing, greening, parking, sustainability and amenity.

Draft Sydney Development Control Plan 2012: All-electric development

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development Control Plan 2012 to insert new provisions that:

(a) continue to restrict the use of indoor gas appliances (cooktops, ovens and space heaters) in new residential accommodation for applications lodged after 31 December 2025;

(b) require the erection of new prescribed office premises, residential accommodation, prescribed hotel or motel accommodation and prescribed serviced apartments to be fully electric for applications lodged after 31 December 2026;

(c) clarify how the all-electric requirement applies to food and drink premises within affected development; and

(d) clarify how development applications can demonstrate that a building is designed to

support all-electric appliances and systems.

Planning Proposal - Affordable Housing Contributions Review - 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 and Draft City of Sydney Affordable Housing Program 2024

The City is proposing changes to the City of Sydney affordable housing program which applies to all development applications in our local area. The proposed changes will:

- increase the equivalent cash contribution rates (dollar rates);
- require the local government area wide contribution to be a cash contribution, and remove the option to dedicate built dwellings
- simplify the rezoning contribution requirement and require the dedication of built dwellings where appropriate.

HERITAGE

Conservation Area

(Sydney Local Environmental Plan 2012)

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

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 from 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 or https://legislation.nsw.gov.au/browse/inforce

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

This state-wide Policy outlines development standards for exempt and complying development codes in New South Wales. Exempt development is a type of development which is of minimal environmental impact that may be carried out without the need for development consent. Complying development is a type of development that may be carried out in accordance with a complying development certificate.

State Environmental Planning Policy (Housing) 2021

This state-wide Policy provides additional planning provisions for types of residential development including:
- affordable and diverse housing such as boarding houses, co-living housing, build-to-rent, housing for seniors and people with a disability, caravan parks, and temporary emergency accommodation
- design of residential apartment development
- transport oriented development
- low and mid rise housing

State Environmental Planning Policy (Planning Systems) 2021

This state-wide Policy provides pathways for the declaration of:
- State significant development
- State significant infrastructure
- critical State significant infrastructure
- regionally significant development.

It also provides controls for development carried out on land owned by Aboriginal Land Councils.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This state-wide Policy provides additional planning provisions for the clearing of vegetation in non-rural areas, protection for bushland in public open space zones, and for development within the Sydney Harbour Catchment.

State Environmental Planning Policy (Resilience and Hazards) 2021

This state-wide Policy provides additional planning provisions for hazardous and offensive industries, and for development within the coastal zone, including coastal wetlands, the coastal environment area and the coastal use area.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This state-wide Policy provides additional planning provisions for infrastructure in New South Wales, including:
- cemeteries
- data centres
- educational establishments and child care facilities
- electricity generation, transmission or distribution
- emergency services

- flood mitigation and waterway management
- health services
- parks
- government buildings
- roads, railways and ports
- sewerage
- waste management
- water supply

State Environmental Planning Policy (Industry and Employment) 2021

This state-wide Policy provides additional planning provisions for advertising and signage.

State Environmental Planning Policy (Resources and Energy) 2021

This state-wide Policy provides additional planning provisions for mining, petroleum and other extractive industries (including sand, gravel, clay, turf, soil, rock, stone or similar).

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

This state-wide Policy provides additional planning provisions for State Significant Precincts within the City of Sydney including Darling Harbour, Walsh Bay, Redfern-Waterloo-Eveleigh, Moore Park, Sydney Opera House, Barangaroo and the Sirius building in the Rocks.

State Environmental Planning Policy (Sustainable Buildings) 2022

This state-wide Policy establishes minimum energy use and water performance standards performance standards for residential and non-residential buildings.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)

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

Notes:

- 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) – Adopted 26 June 2023.

- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 and/or the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies. A Housing and Productivity Contribution may be payable to the NSW Government for certain new development. Details of this contribution are available here: https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au
- Certain sites in Ultimo-Pyrmont may be subject to the:
- - Pyrmont Peninsula Metro Special Infrastructure Contribution (SIC)
- - The Transport Project Component of the Housing and Productivity Contribution.
- - The Draft City of Sydney Ultimo Pyrmont Local Infrastructure Contributions Plan 2023, which was approved by Council on 27 October 2025 and is expected to come into force in 2026.
- For any information on whether additional contributions are payable on the site to which this planning certificate refers, please contact us through the City of Sydney website – www.cityofsydney.nsw.gov.au

(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 & Industrial and Business Buildings Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Industrial and Business Buildings 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.**

▪ 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 Industrial and Business Buildings Code).	**NO**
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	**NO**
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*.	**NO**
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	**NO**
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	**YES**

▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	**NO**
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	**NO**
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	**NO**
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	**NO**
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	**NO**
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	**NO**
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	**NO**
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	**NO**

Housing Internal Alterations Code

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

Industrial and Business Alterations Code

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

Subdivisions Code

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

Rural Housing Code

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

General Development Code

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

Demolition Code

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

(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.

UNKNOWN

(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.

YES

(3) In this section

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

Floodplain Development Manual means the *Flood Risk Management Manual* (ISBN 978-1-923076-17-4) published 30 June 2023 by the NSW Government.

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

This land has not been identified as bush fire prone land under the Environmental Planning and Assessment Act 1979. If you would like further information visit https://datasets.seed.nsw.gov.au/dataset/bush-fire-prone-land.

(12) Loose-fill asbestos insulation

This land is not listed on the Loose-fill Asbestos Insulation register. If you would like further information visit https://www.nsw.gov.au/housing-and-construction/safety-home/loose-fill-asbestos-insulation/loose-fill-asbestos-insulation-register.

(13) Mine Subsidence District

No land in the City of Sydney LGA is declared to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act, 2017. If you would like further information visit https://www.nsw.gov.au/departments-and-agencies/subsidence-advisory/mine-subsidence-districts.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

There are no property vegetation plans approved and in force within the City of Sydney LGA, under the Native Vegetation Act 2003, Part 4.

(16) Biodiversity Stewardship sites

There are no biodiversity stewardship sites located within the City of Sydney LGA under the Biodiversity Conservation Act 2016, Part 5. If you would like further information visit https://www.bct.nsw.gov.au/resources/public-register-private-land-conservation-agreements.

(17) Biodiversity certified land

There are no biodiversity certification orders applying to the City of Sydney LGA. If you would like further information visit https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity-offsets-scheme/biodiversity-certification/register-of-biodiversity-certification-orders.

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

Council has not been notified of an order which as 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 Aerotroplis

The State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the City of Sydney LGA.

(21) Development consent conditions for seniors housing

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

(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*.

(23) Water or sewerage services

Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

(24) Special entertainment precincts

The land to which the certificate relates is not located within a Special Entertainment Precinct within the meaning of the Local Government Act 1993. If you would like more information visit https://www.planning.nsw.gov.au/policy-and-legislation/night-time-economy/special-entertainment-precincts

(25) Interim development in future infrastructure corridors

Section 4.7A of the State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to any land within the City of Sydney.

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 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

9am – 5pm 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:

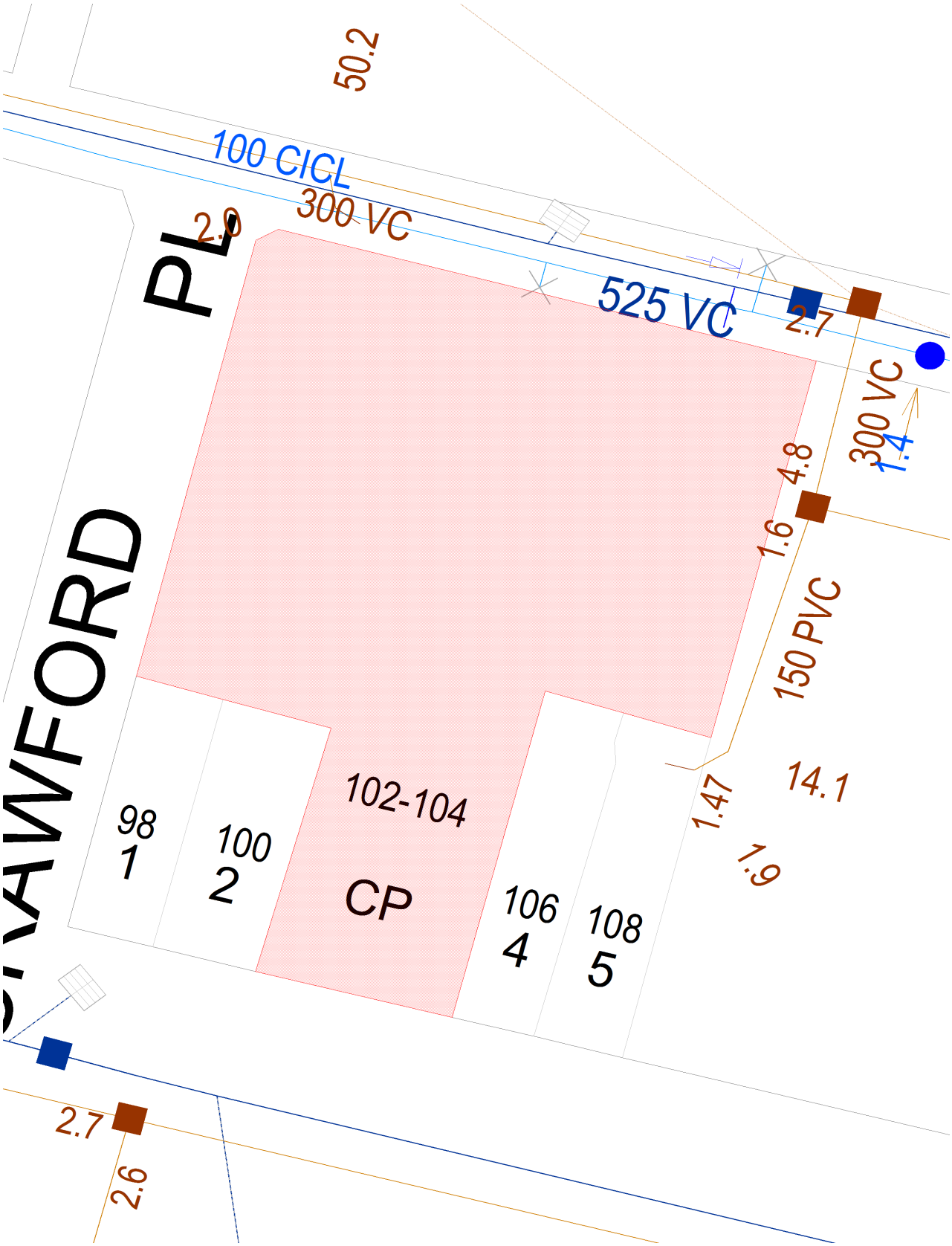
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

Sydney WATER

Service Location Print

Application Number: 8002301839



Document generated at 02-03-2023 02:00:21 PM

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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

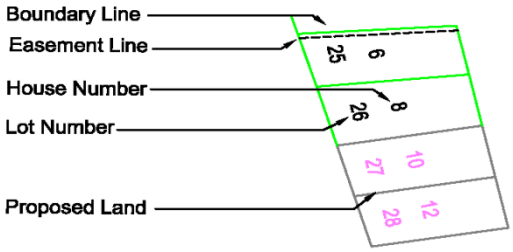
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale 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

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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**.

Sewer Service Diagram

Application Number: 8002301857

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of City of Sydney (Surry Hills) **No.** 182363

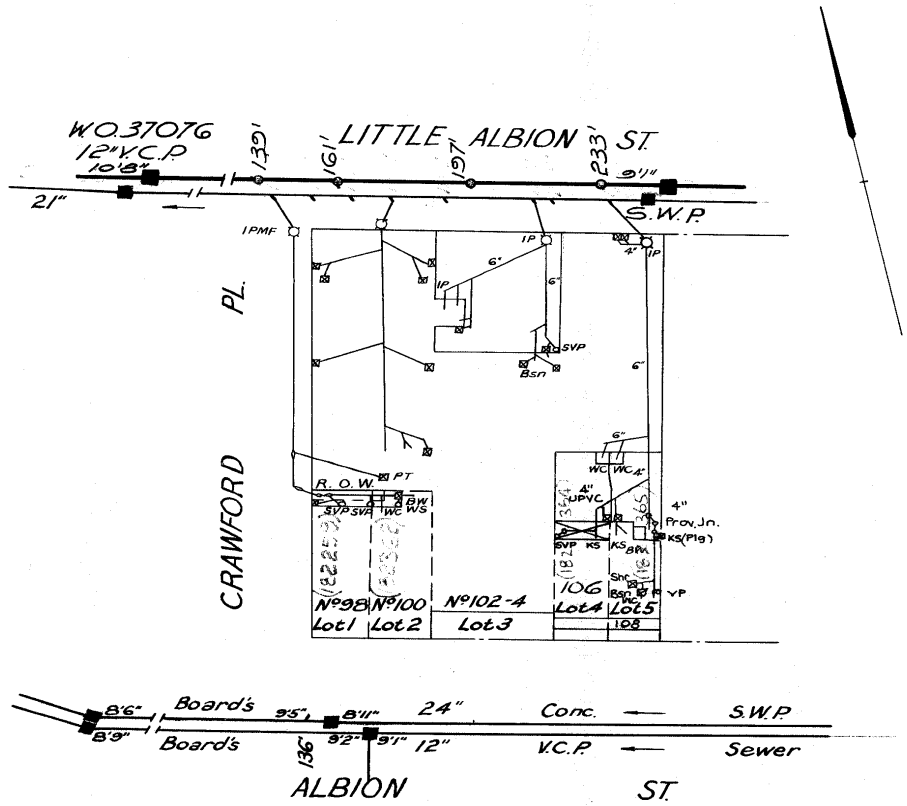
SYMBOLS AND ABBREVIATIONS

☒	Boundary Trap	■ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊣	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
▤ G.I.	Grease Interceptor	O Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	O V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	O S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath 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. 3829 OFFICE USE ONLY For Engineer House Services

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.					
Shr.		/.../...	Date .../.../...		/.../...
Bsn.	Inspector		Outfall ..... HL LL	Inspector	
K.S.	Examined by		Drainer	116-475 116-564 ~~116-565~~ ~~858-241~~ 1178-059	
T.		/.../...			
Plg.	Chief Inspector		Plumber		
Dge. Int.			Boundary Trap is/■ required		
Dge. Ext.	Tracing Checked	/.../...			

Document generated at 02-03-2023 02:00:24 PM

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**.

Strata Title (Residential) Property Requisitions on Title

Vendor: Laura Guthrie Hill
Purchaser:
Property: Unit 7, 102-104 Albion Street, Surry Hills NSW 2010
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948 (NSW))? If so, please provide details.
5. If the tenancy is subject to the Residential Tenancies Act 2010 (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the Land Tax Management Act 1956 (NSW)) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
   (a) Have the provisions of the Local Government Act (NSVI), 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 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 issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures on the Property? 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 under the Home Building Act 1989 (NSW).
   (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
   (g) Has any work been carried out by the vendor on the Property or the common property? If so:
      (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
      (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
    (a) resume the whole or any part of the Property or the common property?
    (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
    (c) deal with, acquire, transfer, lease or dedicate any of the common property?
    (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
    (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
    (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
    (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. 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?
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 (NS14) 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?
    (c) Is the vendor aware of any notice, claim or proceedings under the Dividing Fences Act 1991 (NSW) or the Encroachment of Buildings Act 1922 (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
    (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
    (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
    (c) Is the vendor aware of:
        (i) any road, drain, sewer or storm water channel which intersects or runs through them?
        (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
        (iii) any latent defects in them?
    (d) Has the vendor any notice or knowledge of them being affected by the following:
        (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
        (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
        (iii) any sum due to any local or public authority recoverable from the purchaser? if so, it must be paid prior to completion.
        (iv) any realignment or proposed realignment of any road adjoining them?
        (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fiberglass.

Applications, Orders etc

22. 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.
23. 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.
24. 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.
25. 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.
26. 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?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
    (a) a collective sale of the strata scheme; or
    (b) a redevelopment of the strata scheme?

    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

28. Has the initial period expired?
29. 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?
30. If the Property includes a utility lot, please specify the restrictions.
31. 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?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
    (a) who has been appointed to each role;
    (b) when does the term or each appointment expire; and
    (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. 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.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the Strata Schemes Development Act 2015 (NSVIO? If so, are there any proposals to amend the registered building management statement?
37. 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? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the Home Building Act 1989 (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. 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

45. 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

46. 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.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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.

LOUISE COHEN

| CONVEYANCING |

Sydney

Our Ref: 01795
Your Ref:

To: Purchaser and their Solicitor/Conveyancer

Dear Colleagues

Title Description: **7/SP63095**
Proprietors on Title: **Laura Guthrie Hill**
Property: **Unit 7, 102-104 Albion Street, Surry Hills NSW 2010**

You are authorised to contact the strata managers:

Jamesons Strata Management
PO Box 547, Surry Hills NSW 2010
T 02 8969 3300
E info@jamesons.com.au

for information about the abovementioned Strata Lot and Common Property for the purposes of the purchase.

If you have any questions, please do not hesitate to contact me.

Yours faithfully
Louise Cohen Conveyancing

Louise A Cohen
Licensed Conveyancer

e louise@cohenconveyancing.com.au
m 0409 909 905

Liability limited by a scheme approved under Professional Standards Legislation.
Jameson & Associates Unit Services Pty Ltd
ABN 83 001 138 576
PO Box 547 Surry Hills NSW 2010
info@jamesons.com.au
02 8969 3300
jamesons.com.au

MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 63095

ADDRESS OF THE STRATA SCHEME: 102-104 Albion Street, SURRY HILLS NSW 2010

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 63095 was held at Via teams on 16/06/2026 at 06:00 PM.

PRESENT: Jannie Johnsen (Lot 4), Richard Fox (Lot 9), Skye Wilson (Lot 11 & 38), Jack Fisher (Lot 12), Bliss Jensen (Lot 13), Matthew McLean (Lot 19), David Parker (Lot 24, 28 & 47), Genevieve Barry (Lot 25), Magdalene Anastasi (Lot 26 & 46), Daniel Houlihan (Lot 27 & 44), Adam Stroud (Lot 29) by proxy to Emma Stroud, Matthew Haines (Lot 30), Christopher Norman (Lot 32 & 43), Jack McGarn (Lot 34 & 48).

IN ATTENDANCE: Nathan Frear on behalf of Jamesons Strata Management. Mario Mirabiture (Lot 11).

CHAIRPERSON: Nathan Frear acted as Chairperson of the meeting

QUORUM: The Chairperson declared that there was a quorum present and opened the meeting at 06:00 PM.

MOTIONS:

1 Minutes of Previous General Meeting
Resolved that the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.

2 Adoption of the Financial Statements
Resolved that the financial statements for the owners corporation for the preceding financial year be received and adopted.

3 Adoption of Supplementary Financial Statements
Resolved that the financial statements for the owners corporation for the preceding financial year be received and adopted.

4 Proposed Annual Budget and Contributions (Incl GST)
Resolved that the proposed annual estimates of expenditure for the new financial year be received and adopted and that contributions be determined as follows: -

(a) contributions to the Administrative Fund are estimated in accordance with s79(1) and determined in accordance with s81(1) of the Act at: $214,500.00 Incl GST; and

(b) contributions to the Capital Works Fund are based upon the latest Capital Works Fund Plan, and are estimated in accordance with s79(2) and determined in accordance with s81(1) of the Act at: $137,500.00 Incl GST; and

(c) both contributions be paid in regular quarterly instalments, due and payable as follows: 1/09/2026, 1/12/2026, 1/03/2027, 1/06/2027

(d) contributions be determined and paid in subsequent quarters until otherwise determined by the owners corporation.

5 Appointment of Auditor
Resolved that the financial statement of accounts of the owners corporation be audited for the ensuing year by an appropriately qualified person.

6 Capital Works Fund Plan
The owners corporation:
(a) Reviewed the currently drafted Capital Works Fund Plan; and
(b) Resolved to obtain a new Capital Works Fund Plan.

7 Levy Recovery

Resolved that the owners corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including s103(3)(b)), authorise the strata managing agent and/or the strata committee to do any of the following: -

(a) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of $200.00;
(b) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of $200.00;
(c) Levy Recovery Stage 3: After 90 days from the levy due date, where the debt exceeds $500.00, engage debt collectors, seek legal advice, and/or appoint legal representation to pursue recovery action against any current or former lot owner or mortgagee in possession, including the recovery of levies, penalties, interest and costs;
(d) Pursue all necessary legal action for levy recovery, including enforcement of judgments, bankruptcy proceedings, appeals, payment plans and interest (subject to Strata Committee approval under s85(5) of the Act), and engage with debt collectors, lawyers and experts as required.

8 Insurances

Resolved that the owners corporation:

a. note and confirm the general insurance cover as effected over the strata scheme.
b. affects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.
c. affects/renews Fidelity Guarantee Insurance to cover for losses arising from misappropriation of money or other property of the owners corporation.
d. authorises and delegates to the strata managing agent the function of obtaining three quotations via the owners corporation's insurance broker for insurances as required by the legislation.

9 Insurance Valuation

Not resolved that the strata managing agent be authorised to arrange a valuation of the building for insurance purposes prior to the next policy renewal or as determined by the meeting.
Note: *this report is defered until the completion of the major works in motion 21 of this meeting.*

10 Strata Managing Agent Disclosure - Commissions, Training Services and Connected Parties

Resolved that, pursuant to s60 of the Act, the owners corporation receive the strata managing agent's report on commissions and training services as follows:

a. No insurance commission has been received in the past 12 months, and no insurance commissions are expected to be received in the next 12 months
b. No free training services have been received in the past 12 months, and no free training services in connection with the exercise of the agent's functions for the owners corporation are anticipated to be received in the next 12 months.
c. That the strata managing agent has connections (if any) with suppliers of goods and services as detailed within the enclosed report.
d. The Managing Agent has no connection with the original owner of the scheme.
e. Authorises two Strata Committee members to execute informed consent allowing the insurance broker to receive commission for placing building insurance

11 Fire Safety

Resolved that the owners corporation review the annual fire safety statement and make arrangements for obtaining the next statement as applicable to its scheme.

12 Health & Safety Audit

Not resolved that the owners corporation engage a suitably qualified person to undertake a safety audit report of the common property and delegate to the strata committee and strata managing agent authority to obtain quotations for essential works required as identified in the report and arrange for those works to be completed.
Note: *this report is deferred until the completion of the major works in motion 21 of this meeting.*

13 Asbestos - Applicable to schemes built prior to 31 December 2003

Not resolved that the owners corporation engage a suitability qualified consultant to undertake and carry out an inspection of the common property, identify any asbestos contaminated materials within the Scheme property, prepare an asbestos register compliant with the Work Health & Safety Act 2011 & Work Health & Safety Regulation 2017 and prepare an asbestos management plan compliant with the Work Health & Safety Act 2011 & Work Health & Safety Regulation 2017.
Note: *this report is deferred until the completion of the major works in motion 21 of this meeting. Further, the contractors will undertake site safety and hazardous materials reports and inspections prior to commencing work.*

14 Window Safety Devices - Inspection & Works

Not resolved that the owners corporation, pursuant to obligations set out under s118 of the Act, engage a suitable consultant/contractor to:

(a) carry out an inspection of the common property and lots in the scheme;
(b) identify any windows in respect of which window safety devices are required by s118 of the Act but have not been installed; and
(c) any windows in respect of which window safety devices are required by the Act and have been installed but are not compliant with the Act or are defective and require repair or replacement.
(d) install new window safety devices or repair or replace existing window safety devices to achieve compliance with the Act.
(e) report to the strata committee as to the work undertaken, including provision of an inventory of window safety devices installed in the parcel comprising the Scheme.

Note: *this report is deferred until the completion of the major works in motion 21 of this meeting.*

15 Environmental Sustainability

Resolved that the owners corporation considers environmental sustainability within the scheme, including consideration of the common property annual energy and water consumption and expenditure.

16 Utility Service Agreements

Resolved that the owners corporation considers any utility agreements and authorises the strata committee and strata managing agent to enter into utility supply agreements as required.

17 Restrictions on Committee

Resolved that, for the purposes of s36(3)(b) of the Act, there be no special restrictions placed on the strata committee in relation to matters which the strata committee is authorised to decide without referral to a general meeting.

18 Election of Strata Committee

Resolved that:

(a) nominations already received in writing prior to the meeting be announced: Nil received
(b) oral nominations of candidates eligible for election to the strata committee be received and recorded:
    Jack Fisher - Lot 12
    Bliss Jensen - Lot 13
    David Parker - Lot 24
    Genevieve Barry - Lot 25
    Magdalene Anastasi - Lot 26
    Emma Stroud - Lot 29
    Matthew Haines - Lot 30
    Christopher Norman - Lot 32
    Jack McGarn - Lot 34

(c) the owners corporation determine the number of members of the strata committee to be nine (9)
(d) the strata committee be elected in accordance with the provisions of regulations 9 and 10 of the Strata Schemes Regulation 2016.

20 Strata Hub

Resolved that the owners corporation:

a. Delegate to the strata managing agent the function of uploading all information/documents required to comply with regulation 43A of the Strata Schemes Management Regulation 2016 relating to the "Strata Hub"; and
b. Note that this activity triggers additional statutory costs ($3 per lot, per annum) and service fees (per item 4.6 of schedule A2 of the agency agreement, namely additional services relating to "compliance" for the owners corporation).

21 Building Remediation Works

Resolved that the owners corporation accept quotation Rev B - 30/04/26 from MaxBuild in the amount of $1,400,638.80 including GST as per the enclosed quotation to undertake building remediation work.

Further, that the owners corporation authorise its strata committee to:

a. Liaise with the project manager, contractors and the strata manager etc.
b. Authorise variations as may be necessary during the course of the works
c. Enter into and sign contracts on behalf of the owners corporation pursuant to s237 of the Act.

22 Strata Loan

Resolved that:

1. the Strata Corporation increase its loan facility with Lannock Capital 2 Pty Limited (ACN 153 391 283) by $500,000.00
2. the Strata Corporation acknowledges the following things:
   (a) the maximum amount of credit available under the loan contract is increased to $1,800,000.00
   (b) members of the Strata Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract.
   (c) 10 year term

23 Special Levy - Strata Loan Repayment

Resolved that for the purpose of Section 81(4) of the Strata Schemes Management Act, 2015 the Treasurer is authorised and directed to levy on each owner of a lot in the strata scheme and, such levy to be in proportion to their respective unit entitlements and in accordance with Section 83 of the Act a total amount of $71,361.39 per quarter, for a period of ten (10) years, commencing 1 September 2026 and concluding 1 June 2036 to fund the Strata Loan repayments and is to be paid into the Capital Works Fund.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:30 PM.

CHAIRPERSON

Liability limited by a scheme approved under Professional Standards Legislation.

MINUTES OF A STRATA COMMITTEE MEETING FOR THE OWNERS - STRATA PLAN 63095

ADDRESS OF THE STRATA SCHEME: 102-104 Albion Street, SURRY HILLS NSW 2010

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 63095 was held on 16/06/2026 immediately following the Annual General Meeting at Via teams.

COMMITTEE MEMBERS PRESENT: Jack Fisher, Bliss Jensen, David Parker, Genevieve Barry, Magdalene Anastasi, Emma Stroud, Matthew Haines, Christopher Norman, Jack McGarn

CHAIRPERSON: Nathan Frear acted as Chairperson of the meeting.

MOTIONS:

1 Minutes of previous meeting
Resolved that the minutes of the last strata committee meeting be confirmed as a true record of the proceedings of that meeting.

2 Pecuniary Interests
No disclosures were received from those present.

3 Appointment of Office Bearers
Pursuant to s41 of the Act, the Strata Committee appointed the following office bearers:
Chairperson: Genevieve Barry
Secretary: Marlena Anastasi
Treasurer: David Parker

4 Authority to Obtain Quotes
Resolved that the strata committee resolve that the strata managing agent is at liberty to obtain quotes as needed for repair and maintenance works without reference to the strata committee in accordance with the following framework (all costs referred to herein are exclusive of GST):
(a) For items expected to be less than $1,000, work orders will be issued without quotes being sought;
(b) For costs less than $2,000, one quote will be obtained;
(c) For costs between $2,000 and $10,000, two quotes will be obtained, and
(d) For costs over $10,000, three quotes will be obtained.

5 Authority to Commission Repair Works (Non-Emergency)
Resolved that the strata committee resolve that the strata managing agent be authorised to commission repair works for the building up to $3,000 (exclusive of GST) without reference to the strata committee.

6 Preferred and Disallowed Contractors
The strata committee nominated no preferred or disallowed contractors for the forthcoming year.

7 Invoice Approvals
The strata committee nominated Jack Fisher as the invoice approver for the building and directed the strata managing agent to add that individual to the SMATA invoice approval to approve any invoices for the building.

8 Property & Administrative Matters
The strata committee discussed the following further items:

a. Parking Access Issues has been raised by some residents that are unable to comfortably access and use their car spaces. The meeting discussed line marking and signage to encourage residents to park in a way that does not impede other residents.

b. Animal waste in Common Areas has been reported, and it seems to be a regular issue that a pet is defecating in common areas. The resident will be asked to take the stairs and be diligent about monitoring their pet so they can clean up any accidents.

c. Water ingress to apartments and the resultant damage was discussed. Permanent repairs to units will be undertaken after the building works to resolve the leaks has been completed. Cleaning of mould in apartments can be undertaken as a temporary measure.

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d. Ultra was the initial consultant engaged for the rooftop and building remediation works. A refund is owed to the Owners Corporation, and members of the Committee are preparing a documentation to respond back to Ultra. All parties hope to have a resolution in the coming weeks.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:30 PM.

CHAIRPERSON

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