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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	**phone**: 0404 429 239 **email**: joseph@adrianwilliam.com.au **ref**: Joseph Ferreira
co-agent		
vendor	Paulette Anne Clayton Unit 10, 630-634 New Canterbury Road Hurlstone Park NSW 2193	
vendor's solicitor	Anne E Clarke Solicitor 37 Morris Street Summer Hill NSW 2130	**phone**: (02) 9716 7890 **email**: rosa@aecsolicitor.com.au **ref**: 2063
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 10, 630-634 New Canterbury Road Hurlstone Park NSW 2193 LOT 10 STRATA PLAN SP94711 Folio Identifier 10/SP94711	
	☒ 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 Paulette Anne Clayton _____ 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)

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

NetStrata
280 Railway Parade Carlton NSW 2218
brad.curtin@netstrata.com.au
1300638787

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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.

UNIT 10, 630-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Cooling off period (purchaser's rights)

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

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

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, 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.

UNIT 10 650-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

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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.**

UNIT 10, 630-634 NEWCANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
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*;

UNIT 10, 630-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

UNIT 10, 630-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

4 Electronic transaction

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

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

UNIT 10, 636-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

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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*.

UNIT 10, 630-636 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do 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.

UNIT 10, 63-65 CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13 Goods and services tax (GST)

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

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

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

UNIT 1 660-664 NEWCASTLE RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

14 Adjustments

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

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

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

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

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

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

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

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

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

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

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

UNIT 10, 600-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNIT 10 630-636 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed 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.

UNIT 10, 160-164 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

UNIT 10, 230-236 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

24.4.1 the vendor must allow or transfer –

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

24.4.2 if the security is not transferable, each *party* must do 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.

UNIT 10, 630-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do 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.

UNIT 10, 630-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

30 Manual transaction

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

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

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

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

UNIT 10, 630-634 NEWCASTLE WAY PD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

32 Residential off the plan contract

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

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

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

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

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

UNIT 10, 630-634 NEW CANTERBURY RD HURLSTONE PARK NSW 2193

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

REFERRED TO IN ANNEXED CONTRACT FOR SALE OF LAND

DATED THE	DAY OF	2026
BETWEEN	**Paulette Anne Clayton**	AS VENDOR
AND		AS PURCHASER
FOR	Apartment 10, 630-634 New Canterbury Road, Hurlstone Park	AS PROPERTY

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

33. Acceptance of Condition, Defects, Breach of Legislation etc.

It is hereby acknowledged between the parties hereto that the particulars noted in the Contract for Sale of Land are a general reference only and the Purchaser acknowledges that it/he/she has made all necessary searches, inspections and enquiries in the matters noted or referred to therein and shall not make any objection, requisition or claim for compensation in respect of any matter so noted or referred or any mis-description of any such matter by virtue of the general particulars so noted.

34. Property sold in present state

The property is sold with all faults and defects (if any) whether patent or latent, subject to any infestations and dilapidations and subject to all existing services and the Purchaser acknowledges that he has acquainted himself with the state and condition of the property (including any buildings and improvements thereon) and has satisfied himself on all matters pertaining thereto.

The Purchaser acknowledges that any furniture and chattels included in this sale are used goods and are sold in their present condition without any warranty as to condition or fitness. The Vendor shall not be liable for any fair wear and tear of any such furniture and chattels as from the date of this Contract.

Subject to the rights of the Purchaser pursuant to s52A(2)(b) of the Conveyancing Act 1919, the Purchaser shall not make any objection, requisition or claim for compensation arising out of any of the matters referred to in this Special Condition.

35. Party dying or Becoming Mentally Ill

Notwithstanding any rule of law or equity to the contrary, should either party prior to completion die or become mentally ill, then the other party may rescind the within Contract and the provisions of Clause 19 of the Contract shall apply. The right to rescind under this clause must be exercised within fourteen (14) days of the party exercising the right receiving notice in writing of the happening of an event giving rise to such right. Such notice must specify the ground and the facts giving rise to the claim. If such notice is not given in this time, the right is lost.

36. Party Becoming Bankrupt

Notwithstanding any rule of law or equity to the contrary, should the Purchaser prior to completion be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolved to go into liquidation or have a petition for the winding up presented or enter into any scheme or arrangement with its creditors under the Corporations Act or should a liquidator, receiver or official manager be appointed, then the Purchaser shall be deemed to be in default of this Contract and the provisions of Clause 9 of the Contract shall apply.

37. Notice to Complete

If completion of this Contract has not been effected by the completion date (as required by Clause 15 of the Contract) then either party may give the other a notice in writing requiring completion hereof to be effected on a date two (2) weeks after the date of the giving of that notice and making time of the essence of this Contract in respect of the time specified in that Notice. If the Vendor issues a Notice to Complete, the Purchaser shall allow the Vendor at Settlement an amount of $250.00 plus GST. The payment of such monies is an essential term of this contract.

38. Real Estate Agent

The Purchaser warrants that he/she was not introduced to either the property or the Vendor by any Real Estate Agent other than the Agent specified in this Contract and hereby agrees to indemnify the Vendor in respect of any claim for commission, costs and expenses which may be incurred by the Vendor arising out of any breach of this Warranty. This Condition will not merge on Completion of this Contract but subsist independently thereof for the benefit of the Vendor. The Vendor warrants that they have not signed an agency agreement with any real estate agent other than the agent named on the front page of the contract.

39. Release of Deposit

Notwithstanding Clauses 2 and 3 in this Contract the Purchaser acknowledges that the Stakeholder named herein is at liberty to release to the Vendor the full deposit paid herein in order that the Vendor can utilise the said deposit as deposit monies on entering into a Contract for Sale of Land to purchase property and, if necessary, for payment of stamp duty on said property. The Stakeholder is authorised to release the deposit to the Vendor upon written advice from the Vendor or the Vendor's solicitor as to details for the proposed purchase by the Vendor notwithstanding that confirmation has not been received by the Stakeholder from the Purchaser. The Purchaser warrants that it will, if requested by the Vendor or the Vendor's solicitor, provide written confirmation to the Stakeholder to release the deposit to the Vendor. If the deposit is released in accordance with this special condition then the Vendor's Solicitor must notify the Purchaser's Solicitor of the details of where the deposit is to be held and the deposit shall not be further released before completion.

40. Interest on Purchase Money

If the Purchaser fails to complete the purchase within the time specified the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase price payable, interest on the balance calculated at the rate of 10% per annum computed from the expiration of the period specified to the date on which completion takes place. Payment of interest in accordance with this clause is an essential term of this Agreement. This clause does not apply if the failure of the Purchaser to complete on the date stipulated for completion is caused solely by the Vendor.

41. Swimming Pool Conditions

The Purchaser acknowledges that it is aware that if there is a swimming pool on the property, the Vendor is unaware whether the said pool complies with the regulations of the Swimming Pool Act, 1992. The Purchaser acknowledges that it shall not be entitled to make any objections, requisitions, and claim for compensation or delay completion arising from any non-compliance with the Swimming Pool Act, 1992.

42. Deposit by Instalments

Notwithstanding clause 2.2, the Purchaser shall pay the total deposit of $ as specified on the front page of the contract in the amounts and upon the dates as follows:

$ – upon the date of this contract, and

$ – upon the first to occur of:

(i) completion of this contract, and

(ii) the date upon which the Vendor terminates this contract due to default by the Purchaser.

Notwithstanding clause 2.2, the Purchaser shall pay the instalment of the deposit payable upon completion by electronic transfer through the PEXA workspace. As provided for in clause 2.3, time is essential in the due payment of this instalment of the deposit.

The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and, in particular, from the Agent or any representative of the Vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this contract.

43. Claim for Compensation

The provisions of Clause 7 of the printed form of agreement are deleted. Any claims for compensation shall be deemed to be an objection or requisition for the purposes of Clause 8 of the printed form of agreement.

44. Severability

In the event that any one or more items, conditions or other provisions of this Agreement are found or held to be unlawful or unenforceable at law, it or they shall be deemed to be void and severed from this Agreement but all other terms, conditions and provisions of the agreement shall remain valid with full force and effect at law.

45. Requisitions on Title

The Vendor shall not be required to answer requisitions on title that are not in the form annexed hereto.

46. Electronic Settlement (PEXA)

If settlement takes place through the PEXA workspace, no 'cheque direction' will be provided as all amounts required for settlement will be entered into the distribution account in the PEXA workspace and will be sufficient evidence of distribution of settlement proceeds.

47. Special Levies

This Clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community

Scheme (or on completion is to be a Lot in a Scheme of that kind).

47.1. Notwithstanding any other provisions of this Contract, the Vendor and Purchaser covenant and agree that if a contribution is not a regular periodic contribution and irrespective of whether or not it is disclosed in this Contract, the Vendor is liable for it if it is payable before the date of Contract and the Purchaser is liable for it if it is payable on or after the date of Contract. If it is payable by instalments, then the Vendor is liable for all/any instalments payable prior to the date of this Contract and the Purchaser is liable for all/any instalments payable on or after the date of Contract.

47.2. The Purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract, and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order and/or a proposed special levy.

47.3. Clause 23.5.2 is amended by the deletion of the words "but is disclosed in this contract";

47.4. Clause 23.6 is amended by the deletion of the words "and is not disclosed in this contract";

47.5. Clause 23.6.1 is deleted

47.6. Clause 23.6.2 are deleted and replaced with "the purchaser is solely liable for it if levied on or after the contract date."; and

47.7. Clause 23.9.1 is deleted.

48 Adjustment and if any error

The parties agreed to adjust the usual outgoings and all amounts pursuant to the contract on completion. However, if any amount is incorrectly calculated, adjusted or overlooked during the settlement, the parties agree to correct such error and to reimburse each other accordingly on notice even after settlement. This clause shall not merge on completion.

49. Deposit required for settlement

If the vendor requires the deposit to be made available at completion of this sale for the Vendor to complete a simultaneous purchase of another property or to discharge the vendors liabilities under any mortgage associated with the property, the purchaser agrees to authorise the deposit holder to have the deposit available at settlement by transferring it to the trust account of the purchasers solicitor to enable the deposit money to be uploaded on the PEXA platform for settlement. The selling agent may transfer the deposit money to the designated PEXA source account or purchaser's solicitor's trust account upon request, without further authority from the Purchaser's solicitors.

50. Christmas Period

If completion falls between 22 December 2026 and 15 January 2027 ("the Christmas Period") then the completion date will take place on 18 January 2027.

No Notice to Complete shall be served during the Christmas Period.

If contracts were exchanged without a section 66W certificate during the Christmas Period, the expiration of the cooling off period will be 5:00pm on 18 January 2027.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948.*)? 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 Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy 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* (*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?
    (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. 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 and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:
    (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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?

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(c) Has the vendor a Building Certificate which relates to all current buildings or structures? 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? 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*.

16. 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?

17. In relation to any swimming pool on the property or the parcel:
- (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* and *Local Government Act 1993*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* 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* 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.

18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. 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 resumption or acquisition or proposed resumption or acquisition?
  - (ii) 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.
  - (iii) 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?
  - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (v) any realignment or proposed realignment of any road adjoining them?
  - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. 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

25. 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.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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 completion date.

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/SP94711

SEARCH DATE	TIME	EDITION NO	DATE
8/10/2026	10:27 AM	4	18/12/2020

LAND

LOT 10 IN STRATA PLAN 94711
AT HURLSTONE PARK
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

PAULETTE ANNE CLAYTON (T AQ670671)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94711
2 AQ670672 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending... PRINTED ON 8/10/2026

* 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: 08/10/2026 10:27:58

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94711

SEARCH DATE	TIME	EDITION NO	DATE
9/10/2026	11:34 AM	8	30/4/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94711
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HURLSTONE PARK
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94711

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94711
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (6 NOTIFICATIONS)

1	RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)	
2	AJ143303	EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE SHOWN IN PLAN WITH AJ143303
3	SP94711	RESTRICTION(S) ON THE USE OF LAND
4	SP94711	POSITIVE COVENANT
5	AT485157	INITIAL PERIOD EXPIRED
6	AW73153	CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 94711

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	37	2	37	3	39	4	38
5	38	6	36	7	38	8	38
9	40	10	39	11	40	12	38
13	30	14	30	15	39	16	38
17	39	18	40	19	41	20	41
21	32	22	41	23	52	24	50
25	50	26	19				

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP94711 PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2063... PRINTED ON 9/10/2026

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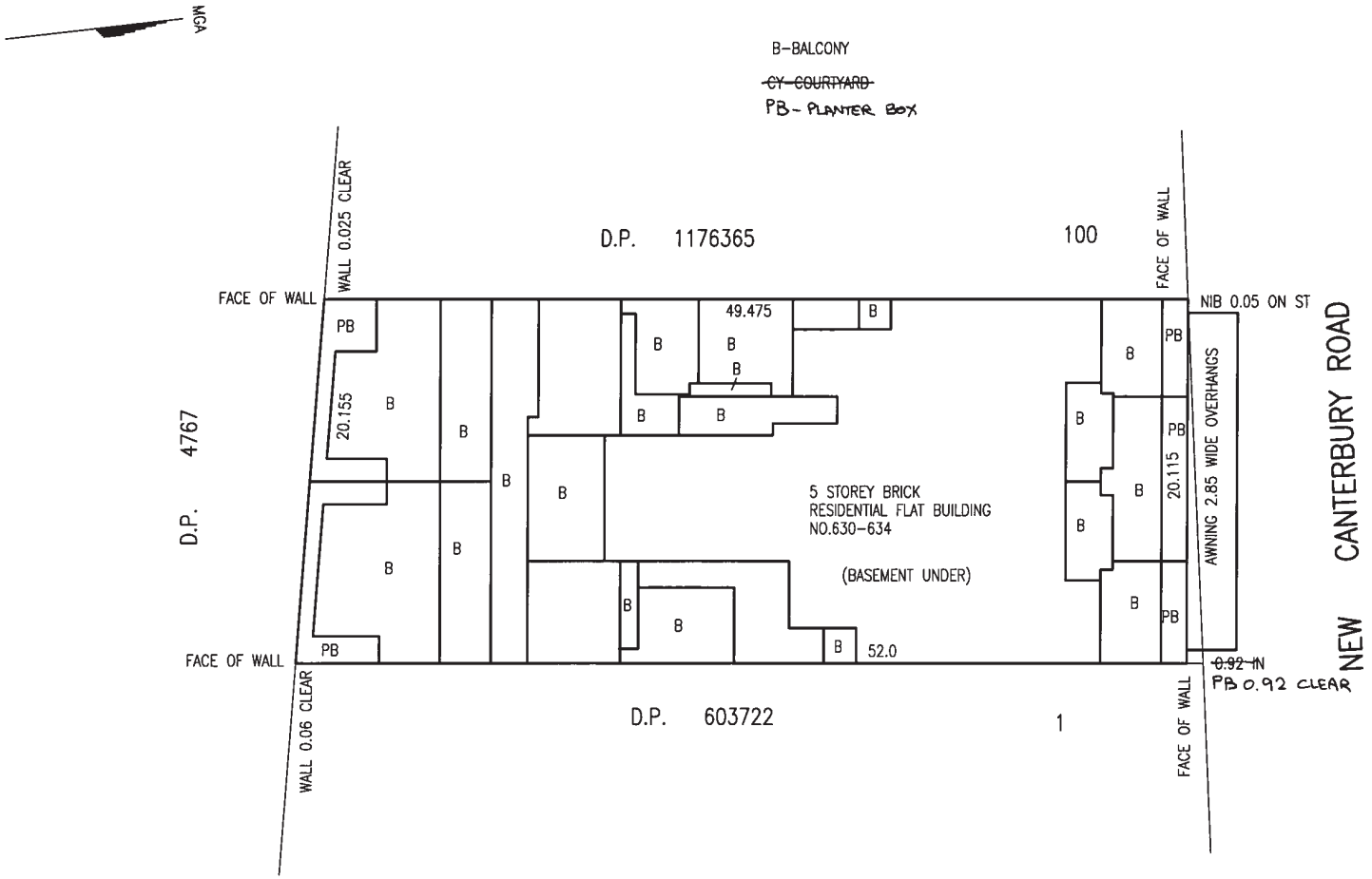
Received: 09/10/2026 11:34:42

InfoTrack



LOCATION PLAN

Surveyor : VICTOR JOHN MANSELL
Surveyor's Ref : 204479-2
Subdivision No : 17/SC72/16
Lengths are in metres. Reduction Ratio 1 : 250

Registered
25.11.2016

SP94711 P

Amended 25/6/16 MM

Reg:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:1 of 8
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Reg:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:2 of 8
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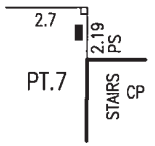
MGA

DIAGRAM (1)
NOT TO SCALE

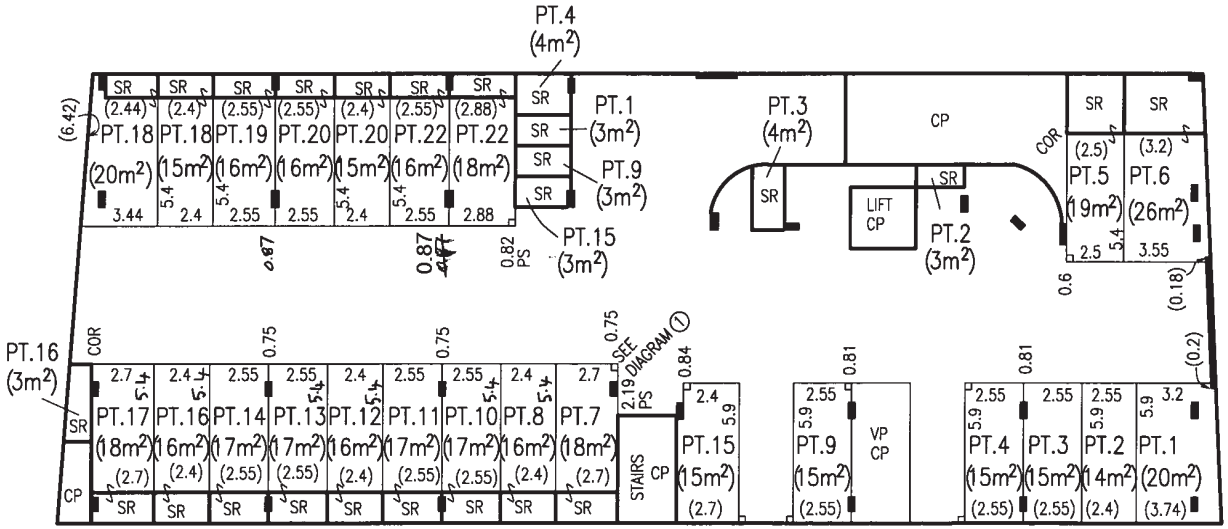


AREAS ARE APPROXIMATE.
CP–COMMON PROPERTY
SR–STOREROOM
COR–CORNER OF WALL
PS–PROLONGATION OF LINE OF SOUTH FACE OF WALL
VP–VISITOR PARKING

DENOTES PROLONGATION OF CENTRE LINE OF COLUMN

DENOTES RIGHT ANGLE

DENOTES PROLONGATION OF FACE OF COLUMN



BASEMENT CAR PARKING SPACES

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 204479-2 Subdivision No : 17/SC72/16 Lengths are in metres. Reduction Ratio 1 : 200	Registered 25.11.2016	SP94711

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Amended 25/11/16 VM

NCA

VP–VISITOR PARKING
CP–COMMON PROPERTY
SR–STOREROOM

DENOTES PROLONGATION OF FACE OF COLUMN

PLANTER BOXES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH PLANTER BOX, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

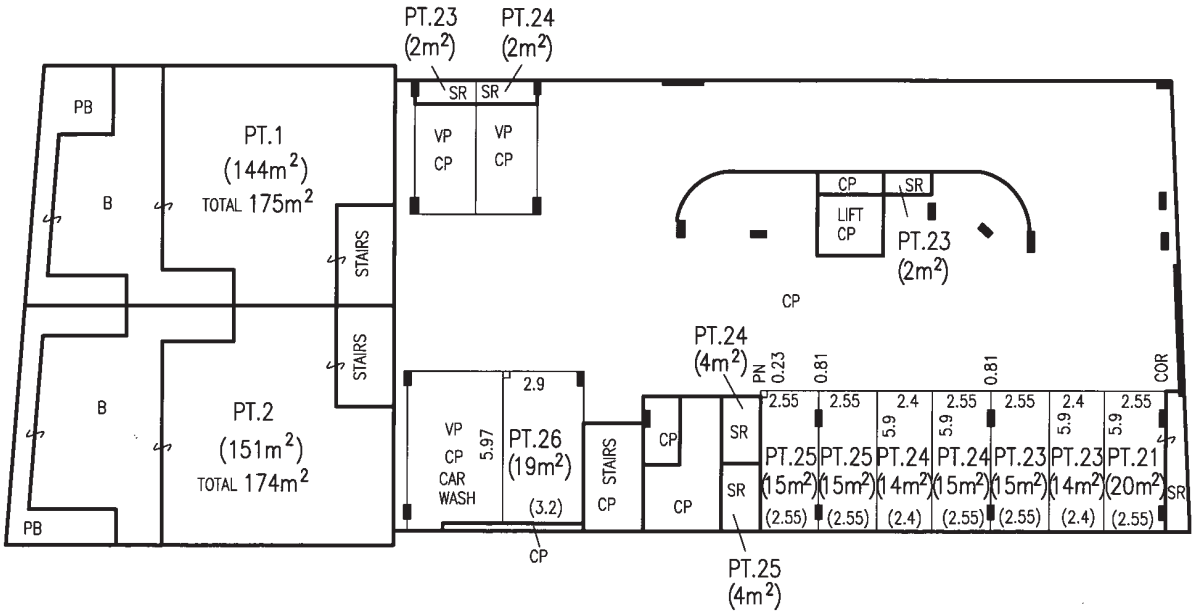
DENOTES PROLONGATION OF CENTRE LINE OF COLUMN

DENOTES RIGHT ANGLE

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

PN–PROLONGATION OF LINE OF NORTH FACE OF WALL

COR–CORNER OF WALL
B – BALCONY
PB – PLANTER BOX



LOWER GROUND FLOOR

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 204479–2 Subdivision No : 17/SC72/16 Lengths are in metres. Reduction Ratio 1 : 200	Registered 25.11.2016	SP94711

Amended 25/11/16 VMR

Reg:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:3 of 8
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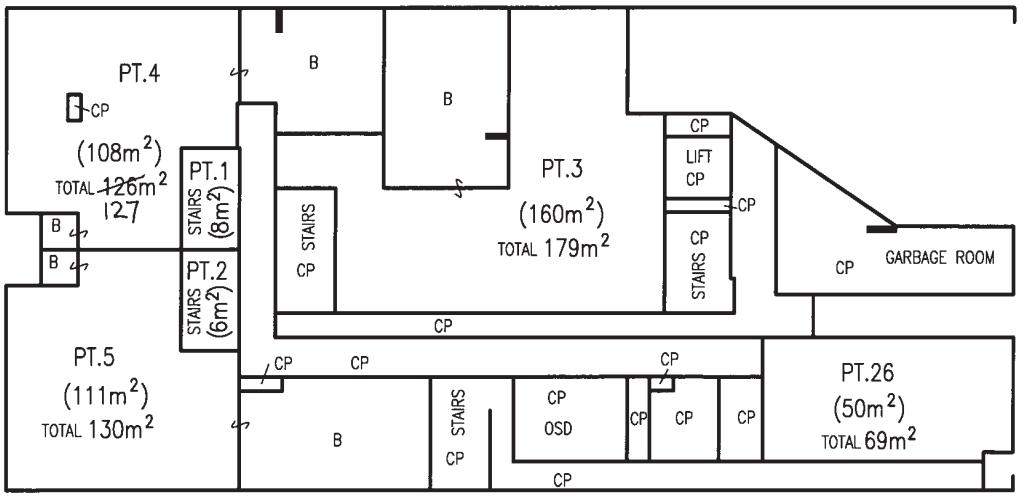
MGA

CP–COMMON PROPERTY
B–BALCONY

OSD–ON SITE STORMWATER DETENTION SYSTEM(TANK)

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



GROUND FLOOR

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 204479-2 Subdivision No : **17/SC72/16** Lengths are in metres. Reduction Ratio 1 :200	Registered 25.11.2016	**SP94711**

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Amended 25/11/16 cmw

Reg:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:4 of 8
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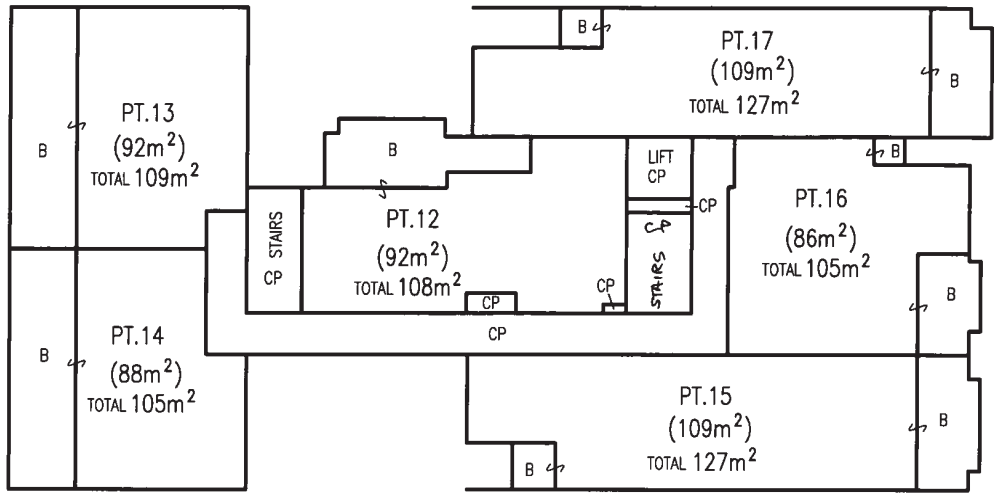
CP–COMMON PROPERTY
B–BALCONY

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



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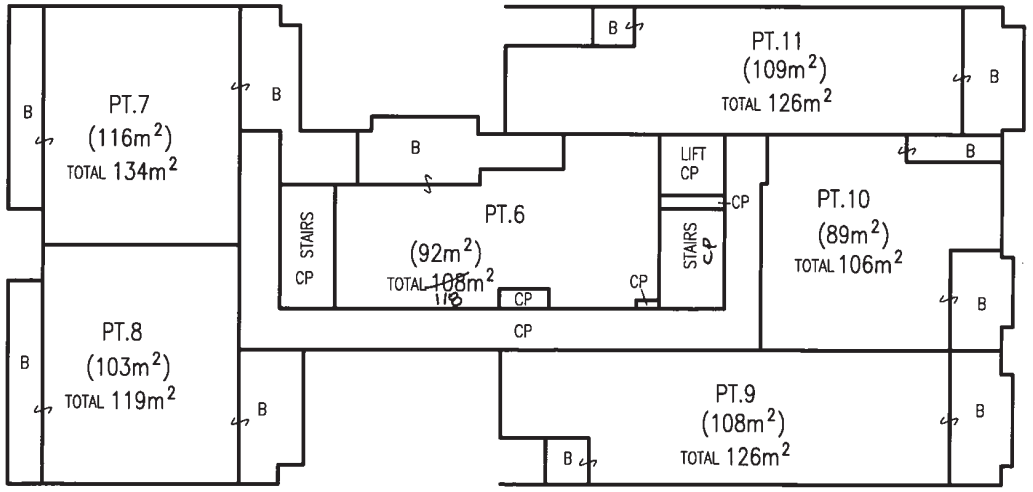

LEVEL 1

Amended 25/11/16

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 204479-2 Subdivision No : 17/SC72/16 Lengths are in metres. Reduction Ratio 1 : 200	Registered 25.11.2016	SP94711

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Reg:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:5 of 8
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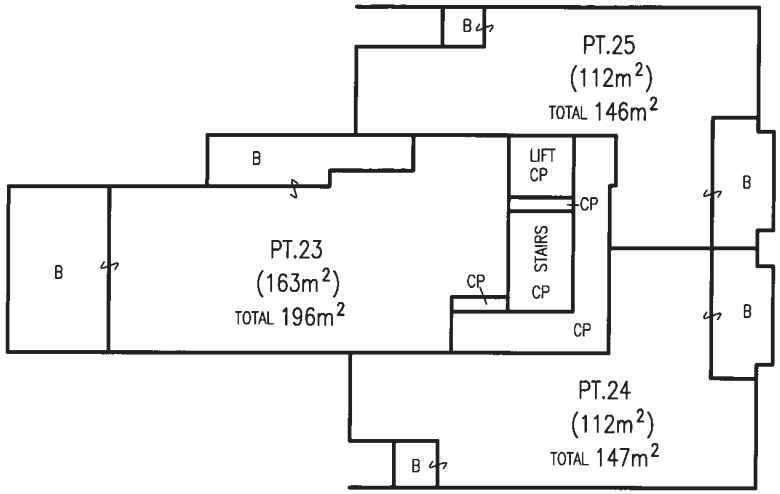
PB–PLANTER BOX

CP–COMMON PROPERTY

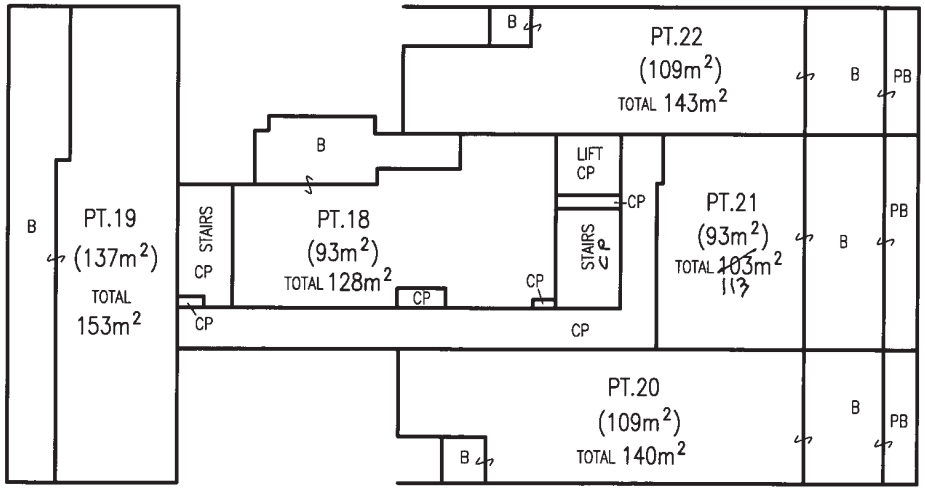
B–BALCONY

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

PLANTER BOXES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH PLANTER BOX, EXCEPT WHERE COVERED WITHIN THIS LIMIT.



LEVEL 4



LEVEL 3

Amended 25/11/16 KM

Surveyor : VICTOR JOHN MANSELL Surveyor's Ref : 204479–2 Subdivision No : 17/SC72/16 Lengths are in metres. Reduction Ratio 1 :200	Registered 25.11.2016	SP94711

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Reg:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:6 of 8
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Req:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:7 of 8
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STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office use only

Registered: 25.11.2016

Purpose: STRATA PLAN

Office use only

SP94711 S

PLAN OF SUBDIVISION OF LOT 10 IN D.P. 1210220

LGA: CANTERBURY BANKSTOWN

Locality: HURLSTONE PARK

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) * ~~The Council of~~.....

* The Accredited Certifier IAN BAKER

Accreditation No. BPB 0017

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 30 Strata Schemes (Freehold Development) Regulation 2012,

*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 Strata Schemes (Leasehold Development) Regulation 2012,~~

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 a relevant development consent which is in force and allows the encroachment.

(5) ~~This approval is given on the condition that lot(s)..... 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 7 NOVEMBER 2016

Subdivision No. 17/SC72/16

Relevant Development Consent No. 17/CDC34/16

Issued by IAN BAKER

Signature: .....

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

~~Strike through if inapplicable.~~

Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No 94711

630–634 NEW CANTERBURY ROAD,

HURLSTONE PARK NSW 2193

The adopted by-laws for the scheme are:

*^ ~~Residential.....Model By-laws.~~

~~*together with, Keeping of Animals: Option *A/*B/*C~~

~~*By-laws in ____ sheets filed with plan~~

*Strike out whichever is inapplicable

By-laws in 16 sheets filed with plan

^Insert the type to be adopted (Schedules 2–7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

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

of 76 WILLISON ROAD, CARLTON NSW 2218

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

(1) Each applicable requirement of

*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met.

~~*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) 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: V. Mansell

Date: 14/9/2016

* Strike through if inapplicable.

* Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.

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

SURVEYOR'S REFERENCE: 204479

Req:R734160 /Doc:SP 0094711 P /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:8 of 8
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office use only

Registered: 25.11.2016

Office use only

SP94711

PLAN OF SUBDIVISION OF LOT 10 IN D.P. 1210220

Subdivision Certificate No. 17/SC 72/16

Date of Endorsement 7 NOVEMBER 2016

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF UNIT ENTITLEMENT

(if space is insufficient use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	37	10	39	19	41
2	37	11	40	20	41
3	39	12	38	21	32
4	38	13	30	22	41
5	38	14	30	23	52
6	36	15	39	24	50
7	38	16	38	25	50
8	38	17	39	26	19
9	40	18	40	AGGREGATE	1000

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND
2. POSITIVE COVENANT

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY COUNCIL.

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s), under power of attorney dated 17 January 2001 registered book 4299 no 332. By executing this document the attorney states that they have received no notice of revocation of the power of attorney, in the presence of:

Attorney Signature
Name and Tier of Attorney (print) (TIER 3)

Witness Signature
Name and Address of Witness (print) LEVEL 5, 2-14 MEREDITH ST BANKSTOWN NSW 2200

Executed under Section 127
Corporations Act 2001
Propoint Developments Pty Limited
ACN 167 311 202

Elias Mouyat – Director

Michael Mouyat – Director

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 204479

Req:R734161 /Doc:SP 0094711 B /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:1 of 3
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

(Sheet 1 of 3 Sheets)

SP94711 B

Plan of subdivision of Lot 10 DP1210220 covered by Strata Certificate No. 17/SC2/16 of 7 November 2016

Full name and address of the owner of the land:

PROPOINT DEVELOPMENTS PTY LIMITED
ACN 167 311 202
of 27 Station Street Thornleigh NSW 2120

PART 1

Number of item shown in the intention panel on the plan:	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on use of land	Common Property	Council of Canterbury Bankstown
2	Positive Covenant	Common Property	Council of Canterbury Bankstown

PART 2

1 **Terms of Restriction On Use Of Land firstly referred to in the abovementioned plan.**

No dwelling/future development/increase in hard paved areas shall be undertaken on the lots hereby burdened unless the proprietor has first constructed or has made provision for construction of an on-site stormwater detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily drain stormwater) (hereinafter called "the system"). The design, construction and/or provision of the systems shall be to the requirements and satisfaction of the Council of Canterbury Bankstown.

2 **Terms of Positive Covenant secondly referred to in the abovementioned plan.**

2.1. The proprietors of the lots burdened will in respect to the systems described in the restriction on use referred to in this instrument.

2.1.1. permit stormwater to be temporarily detained by the system;

2.1.2. keep the system clean and free from silt, rubbish and debris;

2.1.3. maintain and repair the system so that it functions in a safe and efficient manner;

2.1.4. replace, maintain, repair, alter and renew the whole or parts of the system within the time and in the manner specified in a written notice issued by the Council.

Approved by the Council of Canterbury Bankstown

CITY OF CANTERBURY
RECEIVED 26 SEP 2016 RECEIVED
COUNCIL
Authorised Person

25/16

Req:R734161 /Doc:SP 0094711 B /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:20153

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

SP94711

Plan of subdivision of Lot 10 DP1210220 covered by Strata Certificate No. 17/SC72/16 of 7 November 2016

2.1.5. carry out the matters referred to in paragraphs 2.1.2., 2.1.3. and 2.1.4. at the proprietors expense;

2.1.6. not to make any alterations to the system or elements thereof without prior consent in writing of the Council; and

2.1.7. permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the covenants setforth herein.

2.2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 2.1 above, the Council or its authorised agents may enter with all necessary equipment and carry out any work required by such notice to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of carrying out such work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and enter a covenant charge on the lot burdened under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take responsible precautions to ensure that the land is disturbed as little as possible.

2.3 Comply with the terms of any written notice issued by the Council in respect to the requirements of the covenants set forth herein, within the time stated in this notice.

In these covenants "Council" means the Council of Canterbury Bankstown.

Name of Person whose consent is required to release the Restriction on Use of Land and Positive Covenant firstly and secondly referred to in the abovementioned plan.

The Council of Canterbury Bankstown

Approved by the Council of Canterbury Bankstown

.....
Authorised Person

Req:R734161 /Doc:SP 0094711 B /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:3 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:20153

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

SP94711

Plan of subdivision of Lot 10 DP1210220 covered by Strata Certificate No. 17/SC72/16 of 7 November 2016

Executed under Section 127 Corporation Act 2001

Propoint Developments Pty Ltd
ACN 167 311 202

.....
Elias Mouyat - Director

.....
Michael Mouyat - Director

CANTERBURY-BANKSTOWN COUNCIL BY ITS AUTHORISED DELEGATE PURSUANT TO S377 LOCAL GOVERNMENT ACT 1993

BRAD MCPHERSON
NAME OF DELEGATE

SIGNATURE OF DELEGATE

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT THE DELEGATE SIGNED IN MY PRESENCE

SIGNATURE OF WITNESS

Giuseppina Rossi
NAME OF WITNESS

C/- Canterbury-Bankstown Council
137 Beamish St Campsie 2194
ADDRESS OF WITNESS

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s), under power of attorney dated 17 January 2001 registered book 4299 no 332. By executing this document the attorney states that they have received no notice of revocation of the power of attorney, in the presence of:

Attorney Signature
Name and Tier of Attorney (print) (TIER 3)

Witness Signature
Name and Address of Witness (print) DENNIS TRUONG LEVEL 5, 2-14 MEREDITH ST BANKSTOWN NSW 2200

REGISTERED 25.11.2016

Approved by the Council of Canterbury Bankstown

.....
Authorised Person

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:1 of 16
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Approved Form 27

By-Laws SP94711 D

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

"FERNHILL APARTMENTS"

630-634 NEW CANTERBURY ROAD, HURLSTONE PARK

CONTENTS

By-Law 1.	Definitions and Interpretations for By-laws	3
By-Law 2.	Noise	3
By-Law 3.	Vehicles	4
By-Law 4.	Obstruction to Common Property	4
By-Law 5.	Damage to Common Property	4
By-Law 6.	Behaviour of owners and occupiers	5
By-Law 7.	Children playing on Common Property	5
By-Law 8.	Behaviour of Invitees	5
By-Law 9.	Depositing rubbish and other material on Common Property	5
By-Law 10.	Hanging of Washing	5
By-Law 11.	Cleaning windows and doors	5
By-Law 12.	Storage of inflammable liquids and other substances and materials	6
By-Law 13.	Changes to Flooring Coverings	6
By-Law 14.	Flooring Coverings	6
By-Law 15.	Garbage disposal for Residential Lots	7
By-Law 16.	Keeping of animals	7
By-Law 17.	Appearance of Lot	8
By-Law 18.	Change in use of Lot to be notified	8
By-Law 19.	Preservation of fire safety	8
By-Law 20.	Prevention of hazards	8
By-Law 21.	Moving and delivering furniture and goods	9
By-Law 22.	Controls on hours of operation and use of facilities	9
By-Law 23.	Compliance with planning and other requirements	10

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:2 of 16
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By-Law 24.	Insurance Premiums	10
By-Law 25.	Services and equipment	10
By-Law 26.	Locks	11
By-Law 27.	Noticeboard	11
By-Law 28.	Fire Safety	12
By-Law 29.	Integrity of Fire Safety Systems	12
By-Law 30.	Rules	12
By-Law 31.	Service of Documents on Owner of Lot by Owners Corporation	13
By-Law 32.	Use of Car Parking	13
By-Law 33.	Use of Common areas and facilities e.g. Roof Top Terrace, Common Property Toilet	13
By-Law 34.	Signage	14
By-Law 35.	Retail Lot	14
By-Law 36.	Serviced Apartments	15

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:3 of 16
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By-Law 1. Definitions and Interpretations for By-Laws

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

(a) **5 Star Rating** means the 5 Star Rating of the Association of Australian Acoustical Consultants, namely:
   a. Airborne Sound Insulation mDnT,w + Ctr $\geq$ 50 and
   b. Impact Isolation of floors LnT, w $\leq$ 45
(b) **Act** means the Strata Management Act 1996 (NSW) as amended from time to time.
(c) **Air Conditioning** means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual Lot.
(d) **Balcony Door** means the balcony door/s installed to each individual unit.
(e) **Common Property Toilet** means the common property toilet designated as such and located on the ground floor of the building.
(f) **Door Closer** means the door closer installed to each individual unit front entry door.
(g) **Exhaust Fans** means an exhaust or extraction fan, wiring, cabling or ducting that services an individual Lot.
(h) **Hard Surface Flooring** means any flooring that is not carpet or other soft covering.
(i) **Hot Water** means the hot water system which services each individual Lot.
(j) **Intercom System** means the intercom handset installed to each individual unit.
(k) **Local Council** means City of Canterbury Bankstown Council.
(l) **Lot** means any Lot in the strata plan.
(m) **owner** mean the owner of the Lot.
(n) **Owners Corporation** means the Owners Corporation created by the registration of the strata plan.
(o) **Residential Lots** means lots 1 – 25 inclusive.
(p) **Retail Lot** means lot 26.
(q) **Roof Top Terrace** means the common property roof top terrace area located on the fifth floor of the building.
(r) **Serviced Apartments** means lots 1-5 inclusive.
(s) **Small Dog** means a dog which at its full grown size does not exceed 15 kilos.
(t) **Ventilation System** means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual Lot.

In these by-laws, unless the context otherwise requires:

(a) a word which denotes the singular includes plural and vice versa;
(b) a word which denotes any gender includes the other genders;
(c) any terms defined in the Strata Schemes Management Act 1996 will have the same meaning as given to them in that Act; and
(d) references to legislation includes references to amending and replacing legislation.

By-Law 2. Noise

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.

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:4 of 16
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By-Law 3. Vehicles

(a) An owner or occupier of a Lot must not park or stand any motor or other vehicle on common property or permit any invitee of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
(b) The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.
(c) The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
(d) Parking designated as visitors parking is for the use of bona fide visitors only. The Owners Corporation reserves the right to change access rights of owners or occupiers found breaching this by-law after first having been served a notice in accordance with this by-law.

By-Law 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.

By-Law 5. Damage to Common Property

(a) An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under clause 5(a) cannot authorise any additions to the common property.

(c) Subject to the conditions contained in by-law 26 (concerning locks), this by-law does not prevent an owner or person authorised by an owner from installing:

    i. 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
    ii. any screen or other device to prevent entry of animals or insects on the Lot, or
    iii. any structure or device to prevent harm to children, or
    iv. any device used to affix decorative items to the internal surfaces of walls in the owner's Lot.

(d) 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.
(e) Despite section 62 of the Act, the owner of a Lot must:
    i. maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5(c) that forms part of the common property and that services the Lot, and
    ii. 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, structure or sign referred to in by-law 5(c) that forms part of the common property and that services the Lot.

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:5 of 16
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By-Law 6. Behaviour of owners and occupiers

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

By-Law 7. Children playing on Common Property

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

By-Law 8. Behaviour of invitees

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

By-Law 9. Depositing rubbish and other material on Common Property

An owner or occupier of a Lot must not deposit or throw on the common property or on any other Lot any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 10. Hanging of Washing

1. An owner or occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the Lot).
2. In this Clause;
   Washing includes any towel, bedding, clothing or other article of a similar type.

By-Law 11. Cleaning windows and doors

1) An owner or occupier of a Lot is responsible for cleaning all interior and reasonably and safely accessible exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property.

2) Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or common property below.

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:6 of 16
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By-Law 12. Storage of inflammable liquids and other substances and materials

1) An owner or occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any flammable 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.

3) Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 13. Changes to Flooring Coverings

1) An owner or occupier of a Lot must not install, attach or affix any Hard Surface Flooring to service a Lot; or allow such Hard Surface Flooring to be installed (attached or affixed) or kept; except in compliance with the following terms and conditions.

2) Prior to installing any hard surface flooring the owner must:

   a) obtain the written approval of the Owners Corporation to the proposed location, style, design and type of the hard surface flooring, the methods of installation and connection or construction and the steps taken to address noise transmission; and

   b) provide evidence that the proposal has been designed by an accredited Acoustic Consultant and will have sound insulation performance of at least 5-star rating.

3) No work is permitted within the strata scheme that would result in a kitchen, bathroom, laundry or other hard surfaced area within the Lot, being relocated to a position above a bedroom or living area of a Lot below.

4) Carpet may not be removed from a bedroom that abuts the bedroom of an adjacent Lot.

By-Law 14. Flooring Coverings

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

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

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:7 of 16
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By-Law 15. Garbage disposal for Residential Lots

1) An owner or occupier of a Residential Lot:
   a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
   b) must make proper use of the waste and recycling facilities provided in the building by separating and inserting the designated waste in the designated receptacle; and
   c) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
2) This by-law does not require an owner or occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
3) Owners and occupiers of Residential Lots must only use the garbage room designated for the Residential Lots in the building and owners and occupiers of the Retail Lot must only use the garbage room designated for the Retail Lot.

By-Law 16. Keeping of animals

1) Subject to section 49(4) of the Act an owner or occupier of a residential Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a Small Dog or a small caged bird, or fish kept in a secure aquarium on the Lot) on the Lot or the common property.

2) If an owner or occupier of a Lot keeps a cat, small dog or small caged bird, on the Lot then the owner or occupier of a Lot must: -
   a) notify the Owners Corporation that the animal is being kept on the Lot, and
   b) keep the animal within the Lot, and
   c) carry the animal when it is on the common property, and
   d) take such action as may be necessary to clean all areas of the Lot or the common property that are soiled by the animal, and
   e) ensure the animal does not cause disturbance to other residents, and
   f) keep not more than one (1) animal on the Lot at any one time.

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:8 of 16
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By-Law 17. Appearance of Lot

1) The owner or occupier of a Lot must not, except with 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) Notwithstanding clause 1, an owner or occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the Lot.

3) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

4) The owner or occupier of a Lot must maintain the planter boxes to their Lot. In the event that the planter areas are not maintained to a standard in keeping with that of other Lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the owner or occupier of such Lot.

5) The owner or occupier of a Lot must ensure that all window and door dressings shall be of neutral tones and where with a pattern, such that the pattern is also of neutral tones and not obtrusive.

6) The owner or occupier of a Lot must ensure that barbecues on balconies and/or courtyards are used safely and are kept covered when not in use.

7) Pots containing plants are to be in neutral tones and the plants are to be unobtrusive.

By-Law 18. Change in use of Lot to be notified

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

By-Law 19. Preservation of fire safety

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

By-Law 20. Prevention of hazards

The owner or occupier of a Lot must not do anything or permit any invitees of the owner or occupier to do anything on the Lot or common property that is likely to create a hazard or danger to the owner or occupier of another Lot or any person lawfully using the common property.

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:9 of 16
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By-Law 21. Provision of amenities or services

1) The Owners Corporation may, by resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or occupiers of one or more of the Lots:

   a) security services,

   b) promotional services,

   c) advertising,

   d) commercial cleaning,

   e) domestic services,

   f) garbage disposal and recycling services,

   g) electricity, water or gas supply,

   h) telecommunication services (for example, cable television).

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

Note. Section 111 of the Act provides that an Owners Corporation may enter into an agreement with an owner or occupier of a Lot for the provision of amenities or services by it to the Lot or to the owner or occupier.

By-Law 22. Moving and delivering furniture and goods

1. Owners and occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the building or move large articles (e.g. furniture) through the common property.
2. When an owner or occupier takes deliveries or moves furniture or goods through the building, they must:
   a. Comply with the reasonable requirements of the Owners Corporation including requirements to fit an apron cover to the common property lift(s);
   b. Repair at their own cost any damage they (or the person making the delivery) cause to common property; and
   c. If they (or the person making the delivery) spill anything on to common property, immediately remove the item and clean that part of the common property.
3. The Owners Corporation may impose the following additional requirements on owners or occupiers who are moving in or moving out of the building:
   a. Owners or occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
   b. Owners or occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
   c. Owners and occupiers may be prohibited from moving items through the front foyer(s) of the building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation;
   d. Owners and occupiers are required to pay a cash bond in an amount determined by the executive committee from time to time for the purpose of

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:10 of 16
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ensuring that common property is not damaged during the move and to supervise the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to common property caused by the move) to the owner or occupier within 48 hours of the move being completed.

4. The Owners Corporation may appoint a strata manager or other person to assist it to perform its functions under this by-law. If this happens, owners and occupiers must:
   a. Make arrangements with the person so appointed when they move in or out of the building; and
   b. Comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the building.

By-Law 23. 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. Notwithstanding by-law 23, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, Local Council order or restriction or any other legislative requirement.
3. The owner or occupier of a Lot used for residential purpose must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.
4. When a Lot is leased, the owner or occupier of a Lot must ensure that all occupiers of a Lot are subject to a lease under the Residential Tenancy Act of not less than 3 months.
5. Nothing in By-law 23.4 applies to the Serviced Apartments.

By-Law 24. Insurance Premiums

An owner or occupier of a Lot must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

By-Law 25. Services and equipment

1. This is a special privileges by-law. This by-law may only be amended by special resolution and with the written consent of the owner of each Lot.
2. On the conditions set out in this by-law, the owner of each Lot shall have special privileges over their respective Air- Conditioning systems, Ventilation systems, tempering valves, Exhaust Fans, Intercom System, smoke detectors, window locks, balcony door rollers and locks, Door Closers, Hot Water systems and garage door/motor and spa motor (if any) and which exclusively services the Lot.
3. Each owner must, at the cost of the owner:
   i. maintain, repair and, where necessary, replace the air-conditioning systems, ventilation systems, tempering valves, exhaust fans, intercom handsets, smoke detectors, window locks, balcony door rollers and locks, door closers, hot water systems and garage door/motor and spa motor (if any) and which exclusively services his Lot.
   ii. use contractors that hold necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation to maintain, repair and replace the air-conditioning systems, ventilation systems, tempering valves exhaust fans, intercom

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Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:11 of 16
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handsets, window locks, balcony doors rollers and locks, door closers, spa motor and hot water systems which exclusively services his Lot.

iii. comply with the requirements of Government agencies about air-conditioning systems, ventilation systems, tempering valves exhaust fans, intercom handsets, window locks, balcony doors rollers and locks, door closers, spa motor and hot water systems.

iv. repair damage caused to common property caused by exercising rights under this by-law; and

v. indemnify the Owners Corporation and the owners and occupiers of other Lots against all claims and liability caused by exercising rights under this by-law.

4. Air conditioning motors (other motors) servicing each Lot form part of the Lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air-conditioning motor (other motors).

5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them, and the owners or his occupier must supervise such contractors and tradespersons with respect to works as related to his Lot.

By-Law 26. Locks

1) Owners and occupiers must maintain, renew, replace and repair locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the common property as is necessary adjacent to the boundary of their respective Lots.

2) All locks, hinges and security devices maintained, renewed, replaced or repaired under this by-law must, where applicable:

   a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and

   b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.

3) Owners and occupiers will be liable for any damage caused to any part of the common property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

4) Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them, and the owners or occupiers must supervise such contractors and tradespersons with respect to works as related to his Lot.

By-Law 27. Noticeboard

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:12 of 16
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By-Law 28. Fire Safety

1) The Owners Corporation must:

a) prominently display in the Building the fire safety certificate together with a copy of the current fire safety schedule in respect of each essential fire safety measure bas required under the relevant law;

b) arrange for annual inspection of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and

c) provide a copy of a report of the annual inspection referred to in by-law 28(b) to council.

By-Law 29. Integrity of Fire Safety Systems

1) An owner or occupier must not:

a) interfere with or damage any fire safety device; or
b) activate a fire safety device other than in the case of a hazard or danger to the parcel or any persons on the parcel.

2) An owner or occupier must:

a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device;
b) immediately notify a fire protection agency or the fire brigade of occurrence of fire or other hazard within the parcel;
c) notify the Owners Corporation of a risk of fire or other hazard within the parcel.
d) Subject to receiving notice under by-law 29 sub clause 3, give the Owners Corporation (and any agent) access to that persons Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.

3) The Owners Corporation must give reasonable notice in writing to the occupier of a Lot before exercising the right conferred by by-law 29 subclause 2(d).

4) Notwithstanding the provisions of this by-law, an owner or occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

By-Law 30. Rules

1) In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 30 to make rules about the

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:13 of 16
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control, management, operation, use and enjoyment of the strata parcel generally and common property or a part of it, in particular **(Rules).**

2) The Owners Corporation may vary Rules at any time.

3) If a Rule is inconsistent with the Act, any by-law or a requirement of a government agency, the Act, the by-law or the requirement of a government agency, as the case may be, prevail to the extent of the inconsistency.

4) Rules bind an owner an occupier and any person on the strata parcel with the express or implied consent of an owner or occupier or the Owners Corporation.

By-Law 31. Service of Documents on Owner of Lot by Owners Corporation

A document can be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

By-Law 32. Use of Car Parking

1) An owner or occupier of a Lot can only use the space/s (other than the storage spaces) attached to the Lot (if any) for the purpose of parking motor vehicles.

2) An owner or occupier of a Lot must not use any power point located within the car parking space attached to the Lot (if any) to power electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short term basis.

3) The Owners Corporation has the right to use any power source located within the car parking space or storage space attached to a Lot provided the use complies within the restrictions imposed under by-law 32 sub-clause (2).

4) The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 32 sub-clause (2).

By-Law 33. Use of Common Areas and Facilities e.g. Roof Top Terrace, Common Property Toilet

1. The Roof Top Terrace must be made available for the use of all residents of the building and must be designated as common property on any strata subdivision of the site with no exclusive use rights. For clarity, each and every Lot has access to the Roof Top Terrace, including, but not limited to, the Serviced Apartments.
2. The hours of permitted access to the Roof Top Terrace are limited to between 7.00am and 10.00pm seven days per week.
3. The use of the Roof Top Terrace is restricted as follows:
4. A maximum of 20 persons permitted at any one time;
    a. No entertainment or amplified music is permitted;
    b. No organised functions are permitted;
    c. No smoking permitted;
    d. Consumption of alcohol or other recreational substance that impedes mental or physical function is not permitted;
    e. No glass of any kind is permitted;
    f. Persons must be adequately clothed; and

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:14 of 16
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g. Persons must not conduct business (including personal training) unless authorised in writing by the Owners Corporation.

5. The Common Property Toilet may only be accessed by the Retail Lot and agents, employees, contractors of the Owners Corporation.

By-Law 34. Signage

1. Only a Retail Lot may display signs in and about the Lot.

2. Residential Lots are not permitted to display signs anywhere on the common property.
3. Residential Lots wishing to let or sell such Residential Lots may only display signs within the boundaries of their respective balcony with the prior written consent of the Owners Corporation which may impose conditions in relation thereto.

By-Law 35. Retail Lot

1. The Retail Lot does not need consent from the Owners Corporation to fit out the Retail Lot (including the installation of Air Conditioning) provided the Retail Lot gives at least seven (7) days prior written notice to the Owners Corporation of its intention to commence works and provided works will not affect the structure of the Retail Lot or common property and such fit out must:
   a. (**appearance & amenity**) be and remain in keeping with the appearance and amenity of the building;
   b. (**not be unsightly**) in case of pipes, not be unsightly and be hidden from view;
   c. (**no nuisance**) when complete not cause any nuisance or other disturbance to an Owner or occupier of another lot in the strata scheme or any neighbouring property;
   d. (**certification**) have certifications from duly qualified engineers or other experts required by the Owners Corporation (at the Owner's sole cost), a copy of such certification to be provided to the Owners Corporation within seven (7) days of the installation of the Works (if required by the Owners Corporation);
   e. (**waterproofing certification**) without derogating from the generality of the foregoing or anything else set out in this by-law, in case of wet areas (if any), be certified by a duly qualified installer as achieving the waterproofing standards set out in the The Building Code of Australia and the Australian Standards and the Owners shall provide the Owners Corporation with a copy of such certificate within seven (7) days of being requested to do so by the Owners Corporation; and
   f. (**Authority's requirements**) have any approval, certification or other requisite documentation of any Authority and the owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

2. The Retail Lot, must repair and maintain all works carried out and when repairing, replacing or effecting the works (including any Air Conditioning), the Retail Lot shall:

   (a) use duly licensed and insured employees, contractors and/or agents;
   (b) ensure compliance with the requirements of any governmental authority and/or the Owners Corporation;
   (c) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
   (d) ensure they are conducted expeditiously with a minimum of disruption;
   (e) ensure they are conducted in a proper and workmanlike manner;
   (f) effect and maintain all requisite insurances;

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:15 of 16
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(g) preserve the structural, fire and waterproofing integrity of the building;
(h) protect all affected areas of the building from damage;
(i) keep the building secure;
(j) not store any items on or otherwise use or obstruct any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
(k) ensure that the works are carried out between the hours of 8:00am and 4:00pm, Mondays – Fridays (public holidays excepted) or as otherwise may be permitted by local council; and
(l) be responsible for the its employees, contractors and/or agents compliance with the requirements of this by-law.

3. In case of the Retail Lot's Air Conditioning, once installed, the Retail Lot shall have exclusive use of such part of the common property as is occupied in space by the external unit of such Air Conditioning.

By-Law 36. Serviced Apartments

1. The owner of the Serviced Apartments may wish to modify the building's development consent and convert those apartments to residential apartments.
2. The Owners Corporation shall make no objection, requisition or claim for compensation in relation to any such modification and conversion and will do all such acts and things required to implement the intention of By-law 36.1 including but not limited to any development application or modification thereof.

EXECUTED by)
PROPOINT DEVELOPMENTS PTY)
LIMITED (ACN: 161 311 202))
In accordance with section 127)
of the Corporations Act)

Signature of Director/Secretary

Signature of Director/Secretary

Eliar Mouyat
Name of Director/Secretary

Michael Mouyat
Name of Director/Secretary

Req:R734162 /Doc:SP 0094711 D /Rev:28-Nov-2016 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:16 of 16
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ANNEXURE TO SPECIAL BY-LAWS TO BE CREATED UPON REGISTRATION

OF THE STRATA PLAN

"FERNHILL APARTMENTS"

630-634 NEW CANTERBURY ROAD, HURLSTONE PARK

Signed on behalf of the mortgagee: SP94711

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee:

Signed by DIPIN SAINI (TIER 3) as Attorney for St George Bank under

Power of Attorney Book 4299 No: 332

.....
Signature of Attorney

By executing this Instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this Instrument in my presence.

Signature of Witness .....

Name of Witness ..... DENNIS IRVONE .....

Address of Witness

... LEVEL 5, 2-14 MEREDITH ST, BANKSTOWN NSW 2200

s.117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents

REGISTERED 25.11.2016

Req:R734163 /Doc:DL AJ143303 /Rev:24-Mar-2015 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:20153

Licence: 05-11-643
Licensee: Softdocs
[FirmName]

TRANSFER
GRANTING EASEMENT

New South Wales
Real Property Act 1900

AJ143303E

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	Servient Tenement (land burdened)	Dominant Tenement (land benefited)
RELODGED 18 MAR 2015 TIME: 1.03	25/4767	5/4017 & 6/4017

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	340X	GOLDBERGS LAWYERS DX 441 Sydney Tel: (02) 8227 3100 LLPN: 123225 L Reference (optional): AM:31744	TG

(C) TRANSFEROR

Registered proprietor of the servient tenement

HENRI LENN

(D) The transferor acknowledges receipt of the consideration of $ 30,000.00 and transfers and grants -

Aron Isaac Mucsnik 11/2/2015 AM AUTHORISED TO MAKE THIS CHANGE

(E) DESCRIPTION OF EASEMENT

Easement to drain water 1.0 metres wide ~~and 10.0 metres in length shown as (1) on plan of proposed easement annexed hereto~~ AS SHOWN IN PLAN and marked with the letter "A" and the terms of this easement are set out in annexure "B" hereto.

Aron Isaac Mucsnik 18/2/2015 AM AUTHORISED TO MAKE THIS CHANGE

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE

Registered proprietor of the dominant tenement

PROPOINT DEVELOPMENTS PTY LIMITED (ACN 167 311 202)

DATE 18 / 12 / 2014

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Signature of witness:

Name of witness: Aron Isaac Mucsnik
Address of witness: Level 1, 350 Kent Street Sydney NSW 2000

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

Signature of transferor:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: PROPOINT DEVELOPMENTS PTY LIMITED (ACN 167 311 202)
Authority: Section 127(1) of the Corporations Act 2001

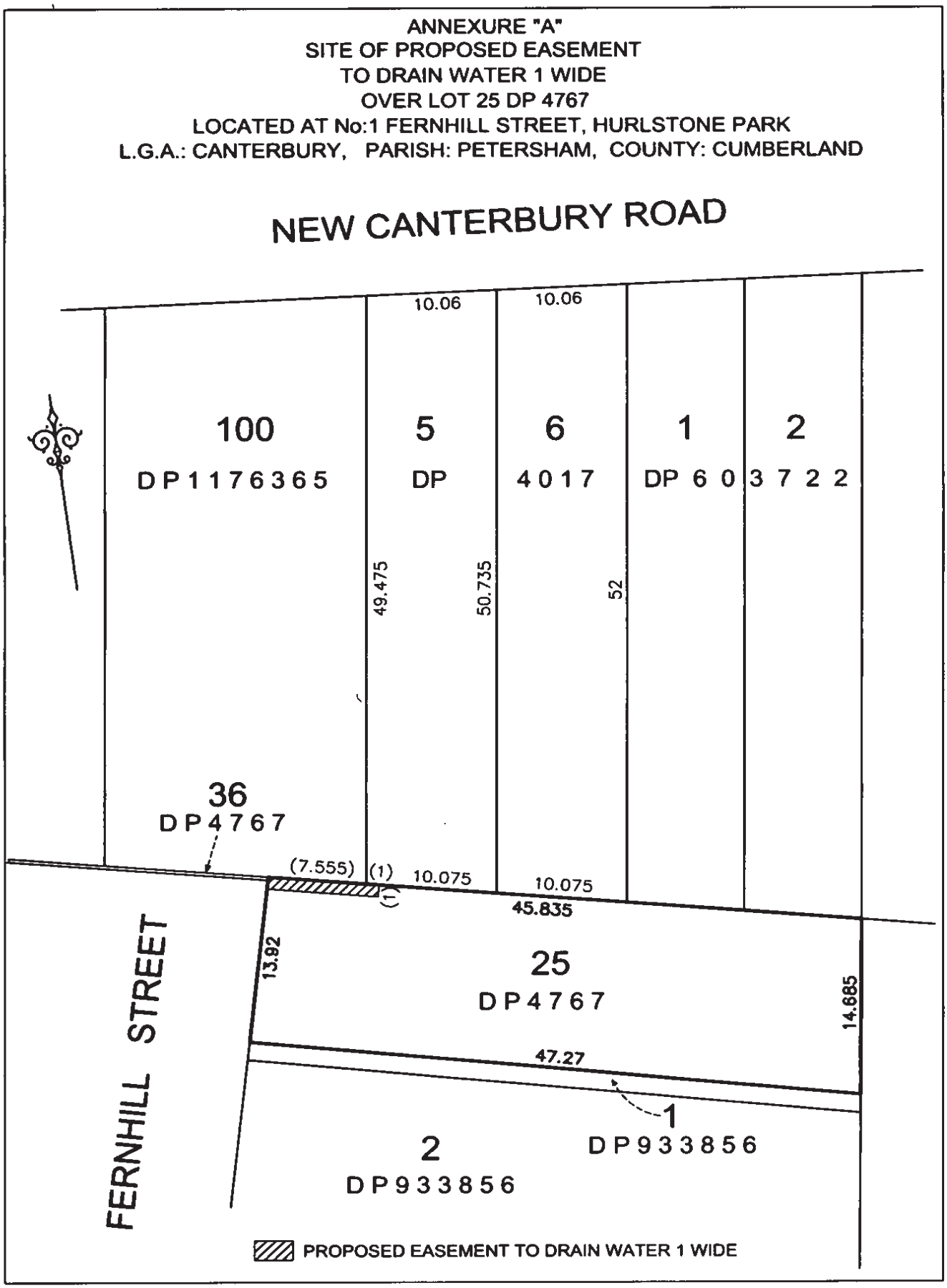
Signature of authorised person: Mouyat
Name of authorised person: Michael Mouyat
Office held: Director

Signature of authorised person: Emouyat
Name of authorised person: Elias Mouyat
Office held: Director

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

Req:R734163 /Doc:DL AJ143303 /Rev:24-Mar-2015 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:20153

ANNEXURE "A"
SITE OF PROPOSED EASEMENT
TO DRAIN WATER 1 WIDE
OVER LOT 25 DP 4767
LOCATED AT No:1 FERNHILL STREET, HURLSTONE PARK
L.G.A.: CANTERBURY, PARISH: PETERSHAM, COUNTY: CUMBERLAND



Req:R734163 /Doc:DL AJ143303 /Rev:24-Mar-2015 /NSW LRS /Pgs:ALL /Prt:30-Sep-2020 13:26 /Seq:3 of 3
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ANNEXURE B

Terms of Easement to drain water

1. The body having the benefit of this Easement may:

   a. Drain water from any natural source through each Lot burdened, but only within the site of this Easement; and

   b. Do anything reasonably and necessary for that purpose, including:-

      - Entering the Lot burdened; and
      - Taking anything onto the Lot burdened; and
      - Using any existing line of pipes already in the Easement area, and
      - Carrying out any work such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

2. In exercising those powers, the body having the benefit of this Easement must:

   a. Ensure all work is done in a proper and workmanlike manner; and

   b. Cause as little inconvenience as is practicable to the owner and any occupier of the Lot burdened; and

   c. Cause as little damage as is practicable to the Lot burdened and any improvement on it; and

   d. Restore the Lot burdened as is practicable to its former condition; and

   e. Make good any collateral damage.

THESE ARE THE TERMS OF THE TRANSFER GRANTING EASEMENT TO DRAIN WATER BETWEEN HENRI LENN AS TRANSFEROR AND PROPOINT DEVELOPMENTS PTY LIMITED ACN 167 311 202 AS TRANSFEREE DATED

Executed by HENRI LENN)
as Transferor)

HENRI LENN

Signature of witness

Name of witness

Executed by PROPOINT DEVELOPMENTS)
PTY LIMITED ACN 167 311 202 by its)
authorised person(s) pursuant to Section 127)
of the Corporations Act 2001 by)

MICHAEL MOUAT

ELIAS MOUAT

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:1 of 19
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Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP94711-2757

Land Registry Document Identification

AT485157

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/SP94711	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP94711

Other legal entity

Meeting Date

23/05/2023

Repealed by-law No.	
Details	NOT APPLICABLE
Added by-law No.	
Details	SPECIAL BY LAW 1, 2, 3
Amended by-law No.	
Details	NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP94711
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	03/10/2023

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:2 of 19
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NETSTRATA

By-Laws

Electronic signature of me, Anita Dalag, affixed by me, on 16/08/23 at 2:30 PM Property & Stock Agent Act 2002 Licence No 867112

Strata Plan 94711

630-634 NEW CANTERBURY ROAD HURLSTONE PARK

"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 25/11/2016

Strata Plan ...94711.... Common Seal

1 Definitions and Interpretations for By-Laws

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

(a) 5 Star Rating means the 5 Star Rating of the Association of Australian Acoustical Consultants, namely:
a. Airborne Sound Insulation mDnT,w + Ctr >_ 50 and
b. Impact Isolation of floors LnT,w <_ 45
(b) Act means the Strata Management Act 1996 (NSW) as amended from time to time.
(c) Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual Lot.
(d) Balcony Door means the balcony door/s installed to each individual unit.
(e) Common Property Toilet means the common property toilet designated as such and located on the ground floor of the building.
(f) Door Closer means the door closer installed to each individual unit front entry door.
(g) Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual Lot.
(h) Hard Surface Flooring means any flooring that is not carpet or other soft covering.
(i) Hot Water means the hot water system which services each individual Lot.
(j) Intercom System means the intercom handset installed to each individual unit.
(k) Local Council means City of Canterbury Bankstown Council.
(l) Lot means any Lot in the strata plan.
(m) owner mean the owner of the Lot.
(n) Owners Corporation means the Owners Corporation created by the registration of the strata plan.
(o) Residential Lots means lots 1-25 inclusive.
(p) Retail Lot means lot 26.
(q) Roof Top Terrace means the common property roof top terrace area located on the fifth floor of the building.
(r) Serviced Apartments means lots 1-5 inclusive.
(s) Small Dog means a dog which at its full grown size does not exceed 15 kilos.
(t) Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual Lot.

In these by-laws, unless the context otherwise requires:
(a) a word which denotes the singular includes plural and vice versa;
(b) a word which denotes any gender includes the other genders;
(c) any terms defined in the Strata Schemes Management Act 1996 will have the same meaning as given to them in that Act; and
(d) references to legislation includes references to amending and replacing legislation.

2 Noise

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.

3 Vehicles

(a) An owner or occupier of Lot must not park or stand any motor or other vehicle on common property or permit any invitee of the owner or occupier to park or stand any motor or other vehicle on common property except with

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:3 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

the prior written approval of the Owners Corporation.

(b) The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

(c) The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.

(d) Parking designated as visitors parking is for the use of bona fide visitors only. The Owners Corporation reserves the right to change access rights of owners or occupiers found breaching this by-law after first having been served a notice in accordance with this by-law.

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 Damage to Common Property

(a) An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under clause 5(a) cannot authorise any additions to the common property.

(c) Subject to the conditions contained in by-law 26 (concerning locks), this by-law does not prevent an owner or person authorised by an owner from installing:
i. 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
ii. any screen or other device to prevent entry of animals or insects on the Lot, or
iii. any structure or device to prevent harm to children, or
iv. any device used to affix decorative items to the internal surfaces of walls in the owner's Lot.

(d) 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.

(e) Despite section 62 of the Act, the owner of a Lot must:
i. maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5(c) that forms part of the common property and that services the Lot, and
ii. 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, structure or sign referred to in by-law 5(c) that forms part of the common property and that services the Lot.

6 Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:4 of 19
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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.

7 Children Playing on Common Property

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

8 Behaviour of Invitees

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

9 Depositing rubbish and other material on Common Property

An owner or occupier of a Lot must not deposit or throw on the common property or on any other Lot any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

10 Hanging of Washing

1. An owner or occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the Lot).

2. In this Clause;

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

11 Cleaning windows and doors

1) An owner or occupier of a Lot is responsible for cleaning all interior and reasonably and safely accessible exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property.

2) Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or common property below.

12 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 flammable 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

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:5 of 19
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domestic purposes, or any chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

3) Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

13 Changes to Flooring Coverings

1) An owner or occupier of a Lot must not install, attach or affix any Hard Surface Flooring to service a Lot; or allow such Hard Surface Flooring to be installed (attached or affixed) or kept; except in compliance with the following terms and conditions.

2) Prior to installing any hard surface flooring the owner must:
a) obtain the written approval of the Owners Corporation to the proposed location, style, design and type of the hard surface flooring, the methods of installation and connection or construction and the steps taken to address noise transmission; and
b) provide evidence that the proposal has been designed by an accredited Acoustic Consultant and will have sound insulation performance of at least 5 star rating.

3) No work is permitted within the strata scheme that would result in a kitchen, bathroom, laundry or other hard surfaced area within the Lot, being relocated to a position above a bedroom or living area of a Lot below.

4) Carpet may not be removed from a bedroom that abuts the bedroom of an adjacent Lot.

14 Flooring Coverings

1) An owner must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2) This by-law does not apply to floor space comprising a kitchen, bathroom, laundry or lavatory.

15 Garbage disposal for Residential Lots

1) An owner or occupier of a Residential Lot:
a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
b) must make proper use of the waste and recycling facilities provided in the building by separating and inserting the designated waste in the designated receptacle; and
c) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

2) This by-law does not require an owner or occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

3) Owners and occupiers of Residential Lots must only use the garbage room designated for the Residential Lots in the building and owners and occupiers of the Retail Lot must only use the garbage room designated for the Retail

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:6 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Lot.

16 Keeping of animals

1) Subject to section 49(4) of the Act an owner or occupier of a residential Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a Small Dog or a small caged bird, or fish kept in a secure aquarium on the Lot) on the Lot or the common property.

2) If an owner or occupier of a Lot keeps a cat, small dog or small caged bird, on the Lot then the owner or occupier of a Lot must:-
a) notify the Owners Corporation that the animal is being kept on the Lot, and
b) keep the animal within the Lot, and
c) carry the animal when it is on the common property, and
d) take such action as may be necessary to clean all areas of the Lot or the common property that are soiled by the animal, and
e) ensure the animal does not cause disturbance to other residents, and
f) keep not more than one (1) animal on the Lot at any one time.

17 Appearance of Lot

1) The owner or occupier of a Lot must not, except with 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) Notwithstanding clause 1, an owner or occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the Lot.

3) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

4) The owner or occupier of a Lot must maintain the planter boxes to their Lot. In the event that the planter areas are not maintained to a standard in keeping with that of other Lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the owner or occupier of such Lot.

5) The owner or occupier of a Lot must ensure that all window and door dressings shall be of neutral tones and where with a pattern, such that the pattern is also of neutral tones and not obtrusive.

6) The owner or occupier of a Lot must ensure that barbecues on balconies and/or courtyards are used safely and are kept covered when not in use.

7) Pots containing plants are to be in neutral tones and the plants are to be unobtrusive.

18 Change in Use of Lot to be Notified

An occupier of a lot must notify the owners corporation in writing if the occupier wishes to change the existing use of the lot in a way that may affect the insurance premiums of the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:7 of 19
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19 Preservation of fire safety

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

20 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

1) The Owners Corporation may, by resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or occupiers of one or more of the Lots:
a) security services,
b) promotional services,
c) advertising,
d) commercial cleaning,
e) domestic services,
f) garbage disposal and recycling services,
g) electricity, water or gas supply,
h) telecommunication services (for example, cable television).

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

Note. Section 111 of the Act provides that an Owners Corporation may enter into an agreement with an owner or occupier of a Lot for the provision of amenities or services by it to the Lot or to the owner or occupier.

22 Moving and delivering furniture and goods

1. Owners and occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the building or move large articles (e.g. furniture) through the common property.

2. When an owner or occupier takes deliveries or moves furniture or goods through the building, they must:
a. Comply with the reasonable requirements of the Owners Corporation including requirements to fit an apron cover to the common property lift(s);
b. Repair at their own cost any damage they (or the person making the delivery) cause to common property; and
c. If they (or the person making the delivery) spill anything on to common property, immediately remove the item and clean that part of the common property.

3. The Owners Corporation may impose the following additional requirements on owners or occupiers who are moving in or moving out of the building:
a. Owners or occupiers may be required to complete and submit a form to the Owners Corporation containing

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:8 of 19
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details of the move, the form of which is to be reasonably determined by the Owners Corporation;
b. Owners or occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
c. Owners and occupiers may be prohibited from moving items through the front foyer(s) of the building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation;
d. Owners and occupiers are required to pay a cash bond in an amount determined by the executive committee from time to time for the purpose of ensuring that common property is not damaged during the move and to supervise the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to common property caused by the move) to the owner or occupier within 48 hours of the move being completed.

4. The Owners Corporation may appoint a strata manager or other person to assist it to perform its functions under this by-law. If this happens, owners and occupiers must:
a. Make arrangements with the person so appointed when they move in or out of the building; and
b. Comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the building.

23 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. Notwithstanding by-law 23, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, Local Council order or restriction or any other legislative requirement.

3. The owner or occupier of a Lot used for residential purpose must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

4. When a Lot is leased, the owner or occupier of a Lot must ensure that all occupiers of a Lot are subject to a lease under the Residential Tenancy Act of not less than 3 months.

5. Nothing in By-law 23.4 applies to the Services Apartments.

24 Insurance Premiums

An owner or occupier of a Lot must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

25 Services and equipment

1. This is a special privileges by-law. This by-law may only be amended by special resolution and with the written consent of the owner of each Lot.

2. On the conditions set out in this by-law, the owner of each Lot shall have special privileges over their respective Air-Conditioning systems, Ventilation systems, tempering valves, Exhaust Fans, Intercom System, smoke detectors, window locks, balcony door rollers and locks, Door Closers, Hot Water systems and garage door/motor and spa motor (if any) and which exclusively services the Lot.

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:9 of 19
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3. Each owner must, at the cost of the owner:
i. maintain, repair and, where necessary, replace the air-conditioning systems, ventilation systems, tempering valves, exhaust fans, intercom handsets, smoke detectors, window locks, balcony door rollers and locks, door closers, hot water systems and garage door/motor and spa motor (if any) and which exclusively services his Lot.
ii. use contractors that hold necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation to maintain, repair and replace the air-conditioning systems, ventilation systems, tempering valves exhaust fans, intercom handsets, window locks, balcony doors rollers and locks, door closers, spa motor and hot water systems which exclusively services his Lot.
iii. comply with the requirements of Government agencies about air-conditioning systems, ventilation systems, tempering valves exhaust fans, intercom handsets, window locks, balcony doors rollers and locks, door closers, spa motor and hot water systems.
iv. repair damage caused to common property caused by exercising rights under this by-law; and
v. indemnity the Owners Corporation and the owners and occupiers of other Lots against all claims and liability caused by exercising rights under this by-law.

4. Air conditioning motors (other motors) servicing each Lot form part of the Lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air-conditioning motor (other motors).

5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them, and the owners or his occupier must supervise such contractors and tradespersons with respect to works as related to his Lot.

26 Locks

1) Owners and occupiers must maintain, renew, replace and repair locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the common property as is necessary adjacent to the boundary of their respective Lots.

2) All locks, hinges and security devices maintained, renewed, replaced or repaired under this by-law must, where applicable:
a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.

3) Owners and occupiers will be liable for any damage caused to any part of the common property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

4) Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them, and the owners or occupiers must supervise such contractors and tradespersons with respect to works as related to his Lot.

27 Noticeboard

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:10 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

28 Fire Safety

1) The owners corporation must:
a) prominently display in the Building the fire safety certificate together with a copy of the current fire safety schedule in respect of each essential fire safety measure bas required under the relevant law;
b) arrange for annual inspection of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
c) provide a copy of a report of the annual inspection referred to in by-law 28(b) to council.

29 Integrity of Fire Safety Systems

1) An owner or occupier must not:
a) interfere with or damage any fire safety device; or
b) activate a fire safety device other than in the case of a hazard or danger to the parcel or any persons on the parcel.

2) An owner or occupier must:
a) immediately notify the owners corporation of a defect, damage, failure or malfunction of any fire safety device;
b) immediately notify a fire protection agency or the fire brigade of occurrence of fire or other hazard within the parcel;
c) notify the owners corporation of a risk of fire or other hazard within the parcel.
d) Subject to receiving notice under by-law 29 sub clause 3, give the owners corporation (and any agent) access to that persons lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.

3) The owners corporation must give reasonable notice in writing to the occupier of a lot before exercising the right conferred by by-law 29 subclause 2(d).

4) Notwithstanding the provisions of this by-law, an owner or occupier remains responsible to keep and maintain smoke detectors within that person's lot in good and serviceable order.

30 Rules

1) In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 30 to make rules about the control, management, operation, use and enjoyment of the strata parcel generally and common property or a part of it, in particular (Rules).

2) The Owners Corporation may vary Rules at any time.

3) If a Rule is inconsistent with the Act, any by-law or a requirement of a government agency, the Act, the by-law or the requirement of a government agency, as the case may be, prevail to the extent of the inconsistency.

4) Rules bind an owner an occupier and any person on the strata parcel with the express or implied consent of an owner or occupier or the Owners Corporation.

31 Service of Documents on Owner of Lot by Owners Corporation

A document can be served on the owner of a Lot by electronic means if the person has given the Owners

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:11 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Corporation an email address for the service of notices and the document is sent to that address.

32 Use of Car Parking

1) An owner or occupier of a lot can only use the space/s (other than the storage spaces) attached to the lot (if any) for the purpose of parking motor vehicles.

2) An owner or occupier of a lot must not use any power point located within the car parking space attached to the lot (if any) to power electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short term basis.

3) The owners corporation has the right to use any power source located within the car parking space or storage space attached to a lot provided the use complies within the restrictions imposed under by-law 32 sub-clause (2).

4) The owners corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 32 sub-clause (2).

33 Use of Common Areas and Facilities e.g. Roof Top Terrace, Common Property Toilet

1. The Roof Top Terrace must be made available for the use of all residents of the building and must be designated as common property on any strata subdivision of the site with no exclusive use rights. For clarity, each and every Lot has access to the Roof Top Terrace, including, but not limited to, the Services Apartments.

2. The hours of permitted access to the Roof Top Terrace are limited to between 7.00am and 10.00pm seven days per week.

3. The use of the Roof Top Terrace is restricted as follows:

4. A maximum of 20 persons permitted at any one time;
a. No entertainment or amplified music is permitted;
b. No organised functions are permitted;
c. No smoking permitted;
d. Consumption of alcohol or other recreational substance that impedes mental or physical function is not permitted;
e. No glass of any kind is permitted;
f. Persons must be adequately clothed; and
g. Persons must not conduct business (including personal training) unless authorised in writing by the Owners Corporation.

5. The Common Property Toilet may only be accessed by the Retail Lot and agents, employees, contractors of the Owners Corporation.

34 Signage

1. Only a Retail Lot may display signs in and about the Lot.

2. Residential Lots are not permitted to display signs anywhere on the common property.

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:12 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

3. Residential Lots wishing to let or sell such Residential Lots may only display signs within the boundaries of their respective balcony with the prior written consent of the Owners Corporation which may impose conditions in relation thereto.

35 Retail Lot

1. The Retail Lot does not need consent from the Owners Corporation to fit out the Retail Lot (including the installation of Air Conditioning) provided the Retail Lot gives at least seven (7) days prior written notice to the Owners Corporation of its intention to commence works and provided works will not affect the structure of the Retail Lot or common property and such fit out must:
a. (appearance & amenity) be and remain in keeping with the appearance and amenity of the building;
b. (not be unsightly) in case of pipes, not be unsightly and be hidden from view;
c. (no nuisance) when complete not cause any nuisance or other disturbance to an Owner or occupier of another lot in the strata scheme or any neighbouring property;
d. (certification) have certifications from duly qualified engineers or other experts required by the Owners Corporation (at the Owner's sole cost), a copy of such certification to be provided to the Owners Corporation within seven (7) days of the installation of the Works (if required by the Owners Corporation);
e. (waterproofing certification) without derogating from the generality of the foregoing or anything else set out in this by-law, in case of wet areas (if any), be certified by a duly qualified installer as achieving the waterproofing standards set out in the The Building Code of Australia and the Australian Standards and the Owners shall provide the Owners Corporation with a copy of such certificate within seven (7) days of being requested to do so by the Owners Corporation; and
f. (Authority's requirements) have any approval, certification or other requisite documentation of any Authority and the owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

2. The Retail Lot, must repair and maintain all works carried out and when repairing, replacing or effecting the works (including any Air Conditioning), the Retail Lot shall:
(a) use duly licensed and insured employees, contractors and/or agents;
(b) ensure compliance with the requirements of any governmental authority and/or the Owners Corporation;
(c) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
(d) ensure they are conducted expeditiously with a minimum of disruption;
(e) ensure they are conducted in a proper and workmanlike manner;
(f) effect and maintain all requisite insurances;
(g) preserve the structural, fire and waterproofing integrity of the building;
(h) protect all affected areas of the building from damage;
(i) keep the building secure;
(j) not store any items on or otherwise use or obstruct any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
(k) ensure that the works are carried out between the hours of 8:00am and 4:00pm, Mondays - Fridays (public holidays excepted) or as otherwise may be permitted by local council; and
(l) be responsible for the its employees, contractors and/or agents compliance with the requirements of this by-law.

3. In case of the Retail Lot's Air Conditioning, once installed, the Retail Lot shall have exclusive use of such part of the common property as is occupied in space by the external unit of such Air Conditioning.

36 Serviced Apartments

1. The owner of the Serviced Apartments may wish to modify the building's development consent and convert those apartments to residential apartments.

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:13 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

2. The Owners Corporation shall make no objection, requisition or claim for compensation in relation to any such modification and conversion and will do all such acts and things required to implement the intention of By-law 36.1 including but not limited to any development application or modification thereof.

The Following are the Special By-laws registered with the scheme.

1 Enforcement of By-Laws

Registration Date: 16/08/2023

Compliance with By-Laws
Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law
a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
b) The Owners Corporation may enforce a By-Law by legal means.
c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach
Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

a) A fee of $50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
b) A fee of $100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:14 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

'Lot' means any Lot in the Strata Plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'Strata Manager' means the Strata Managing Agent for the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

2 Lot Owner Charges

Registration Date: 16/08/2023

Introduction
The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights
a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):
I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.
II. Administrative Fees imposed to arrange afterhours emergencies.
III. By-Law Breaches
IV. Fines for the late submission of the A.F.S.S.
V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
VI. Security key and key fob/swipe Administration Fees
VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.
VIII. Levy Notice Postage Fees.
IX. Arranging repairs and maintenance for Lot property items.
X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.
XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.
XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.
XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.
b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.
b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.
c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.
d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.
e) All monies recovered by the Owners Corporation shall form part of the Fund to which the relevant contribution belongs.

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:15 of 19
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Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan.
'Owner' means the Owner/s of the Lot.
'Occupier' means the Occupier of a Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

3 Recovery of Stationery Expenses

Registration Date: 16/08/2023

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other nonelectronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:16 of 19
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Electronic signature of me, Anita Dalag, affixed by me, on 16/08/23 at 2:30 PM Property & Stock Agent Act 2002 Licence No 867112

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

Strata Plan
...94711....
Common Seal

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:17 of 19
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) TORRENS TITLE

For the common property
CP/SP 94711

(B) LODGED BY

Document Collection Box	Name / Company / Address / E-mail / Contact Number / Customer Account Number / Reference	CODE
573X	Company NETWORK STRATA SERVICES Address PO BOX 265 HURSTVILLE BC NSW 1481 E-mail admin@netstrata.com.au Contact Number 1300 638 787 Customer Account Number 123421L Reference 94711	CH

(C) The Owner-Strata Plan No. 94711 certify that a special resolution was passed on 23/5/2023

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 1,2,3
Amended by-law No. NOT APPLICABLE
as fully set out below :

Strata Plan
...94711....
Common Seal

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

(G) The seal of The Owners-Strata Plan No. 94711 was affixed on 16/8/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : **Electronic signature of me, Anita Dalag, affixed by me, on 16/08/23 at 2:30 PM**
Property & Stock Agent Act 2002 Licence No 867112

Name : ANITA DALAG- NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:18 of 19
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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 94711 was affixed 16/08//2023 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: **Anita Dalag of Netstrata**

Authority:. **Appointed Managing Agent**



Req:R947297 /Doc:DL AT485157 /Rev:04-Oct-2023 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:19 of 19
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Owners Corporation Consent Strata Scheme No 94711

Date 16 August 2023

CP/SP 94711

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 94711

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 94711 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 94711 was affixed on 16/08/23 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent

Electronic signature of me, Anita Dalag, affixed by me, on 16/08/23 at 2:30 PM

Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

Strata Plan
...94711....
Common Seal

"WARNING"

THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:1 of 26
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Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP94711-4314

Land Registry Document Identification

AW73153

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
CP/SP94711	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP94711

Other legal entity

Meeting Date

04/01/2026

Added by-law No.	
Details	SPECIAL BY LAW 9
Amended by-law No.	
Details	NOT APPLICABLE
Repealed by-law No.	
Details	NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP94711
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	25/04/2026

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:2 of 26
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NETSTRATA

By-Laws

Electronic signature of me, Andrew Tunks, affixed by me, on 02/03/26 at 2:40 PM Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan 94711

630-634 NEW CANTERBURY ROAD HURLSTONE PARK

"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 25/11/2016

1 Definitions and Interpretations for By-Laws

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

(a) 5 Star Rating means the 5 Star Rating of the Association of Australian Acoustical Consultants, namely:
a. Airborne Sound Insulation mDnT,w + Ctr >_ 50 and
b. Impact Isolation of floors LnT,w <_ 45
(b) Act means the Strata Management Act 1996 (NSW) as amended from time to time.
(c) Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual Lot.
(d) Balcony Door means the balcony door/s installed to each individual unit.
(e) Common Property Toilet means the common property toilet designated as such and located on the ground floor of the building.
(f) Door Closer means the door closer installed to each individual unit front entry door.
(g) Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual Lot.
(h) Hard Surface Flooring means any flooring that is not carpet or other soft covering.
(i) Hot Water means the hot water system which services each individual Lot.
(j) Intercom System means the intercom handset installed to each individual unit.
(k) Local Council means City of Canterbury Bankstown Council.
(l) Lot means any Lot in the strata plan.
(m) owner mean the owner of the Lot.
(n) Owners Corporation means the Owners Corporation created by the registration of the strata plan.
(o) Residential Lots means lots 1-25 inclusive.
(p) Retail Lot means lot 26.
(q) Roof Top Terrace means the common property roof top terrace area located on the fifth floor of the building.
(r) Serviced Apartments means lots 1-5 inclusive.
(s) Small Dog means a dog which at its full grown size does not exceed 15 kilos.
(t) Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual Lot.

In these by-laws, unless the context otherwise requires:
(a) a word which denotes the singular includes plural and vice versa;
(b) a word which denotes any gender includes the other genders;
(c) any terms defined in the Strata Schemes Management Act 1996 will have the same meaning as given to them in that Act; and
(d) references to legislation includes references to amending and replacing legislation.

2 Noise

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.

3 Vehicles

(a) An owner or occupier of Lot must not park or stand any motor or other vehicle on common property or permit any invitee of the owner or occupier to park or stand any motor or other vehicle on common property except with

Strata Plan ...94711.... Common Seal

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:3 of 26
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the prior written approval of the Owners Corporation.

(b) The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

(c) The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.

(d) Parking designated as visitors parking is for the use of bona fide visitors only. The Owners Corporation reserves the right to change access rights of owners or occupiers found breaching this by-law after first having been served a notice in accordance with this by-law.

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 Damage to Common Property

(a) An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under clause 5(a) cannot authorise any additions to the common property.

(c) Subject to the conditions contained in by-law 26 (concerning locks), this by-law does not prevent an owner or person authorised by an owner from installing:
i. 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
ii. any screen or other device to prevent entry of animals or insects on the Lot, or
iii. any structure or device to prevent harm to children, or
iv. any device used to affix decorative items to the internal surfaces of walls in the owner's Lot.

(d) 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.

(e) Despite section 62 of the Act, the owner of a Lot must:
i. maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5(c) that forms part of the common property and that services the Lot, and
ii. 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, structure or sign referred to in by-law 5(c) that forms part of the common property and that services the Lot.

6 Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:4 of 26
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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.

7 Children Playing on Common Property

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

8 Behaviour of Invitees

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

9 Depositing rubbish and other material on Common Property

An owner or occupier of a Lot must not deposit or throw on the common property or on any other Lot any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

10 Hanging of Washing

1. An owner or occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the Lot).

2. In this Clause;

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

11 Cleaning windows and doors

1) An owner or occupier of a Lot is responsible for cleaning all interior and reasonably and safely accessible exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is common property.

2) Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or common property below.

12 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 flammable 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

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:5 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

domestic purposes, or any chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

3) Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

13 Changes to Flooring Coverings

1) An owner or occupier of a Lot must not install, attach or affix any Hard Surface Flooring to service a Lot; or allow such Hard Surface Flooring to be installed (attached or affixed) or kept; except in compliance with the following terms and conditions.

2) Prior to installing any hard surface flooring the owner must:
a) obtain the written approval of the Owners Corporation to the proposed location, style, design and type of the hard surface flooring, the methods of installation and connection or construction and the steps taken to address noise transmission; and
b) provide evidence that the proposal has been designed by an accredited Acoustic Consultant and will have sound insulation performance of at least 5 star rating.

3) No work is permitted within the strata scheme that would result in a kitchen, bathroom, laundry or other hard surfaced area within the Lot, being relocated to a position above a bedroom or living area of a Lot below.

4) Carpet may not be removed from a bedroom that abuts the bedroom of an adjacent Lot.

14 Flooring Coverings

1) An owner must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2) This by-law does not apply to floor space comprising a kitchen, bathroom, laundry or lavatory.

15 Garbage disposal for Residential Lots

1) An owner or occupier of a Residential Lot:
a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
b) must make proper use of the waste and recycling facilities provided in the building by separating and inserting the designated waste in the designated receptacle; and
c) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

2) This by-law does not require an owner or occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

3) Owners and occupiers of Residential Lots must only use the garbage room designated for the Residential Lots in the building and owners and occupiers of the Retail Lot must only use the garbage room designated for the Retail

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:6 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

Lot.

17 Appearance of Lot

1) The owner or occupier of a Lot must not, except with 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) Notwithstanding clause 1, an owner or occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the Lot.

3) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

4) The owner or occupier of a Lot must maintain the planter boxes to their Lot. In the event that the planter areas are not maintained to a standard in keeping with that of other Lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the owner or occupier of such Lot.

5) The owner or occupier of a Lot must ensure that all window and door dressings shall be of neutral tones and where with a pattern, such that the pattern is also of neutral tones and not obtrusive.

6) The owner or occupier of a Lot must ensure that barbecues on balconies and/or courtyards are used safely and are kept covered when not in use.

7) Pots containing plants are to be in neutral tones and the plants are to be unobtrusive.

18 Change in Use of Lot to be Notified

An occupier of a lot must notify the owners corporation in writing if the occupier wishes to change the existing use of the lot in a way that may affect the insurance premiums of the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

19 Preservation of fire safety

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

20 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:7 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

1) The Owners Corporation may, by resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or occupiers of one or more of the Lots:
a) security services,
b) promotional services,
c) advertising,
d) commercial cleaning,
e) domestic services,
f) garbage disposal and recycling services,
g) electricity, water or gas supply,
h) telecommunication services (for example, cable television).

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

Note. Section 111 of the Act provides that an Owners Corporation may enter into an agreement with an owner or occupier of a Lot for the provision of amenities or services by it to the Lot or to the owner or occupier.

22 Moving and delivering furniture and goods

1. Owners and occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the building or move large articles (e.g. furniture) through the common property.

2. When an owner or occupier takes deliveries or moves furniture or goods through the building, they must:
a. Comply with the reasonable requirements of the Owners Corporation including requirements to fit an apron cover to the common property lift(s);
b. Repair at their own cost any damage they (or the person making the delivery) cause to common property; and
c. If they (or the person making the delivery) spill anything on to common property, immediately remove the item and clean that part of the common property.

3. The Owners Corporation may impose the following additional requirements on owners or occupiers who are moving in or moving out of the building:
a. Owners or occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
b. Owners or occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
c. Owners and occupiers may be prohibited from moving items through the front foyer(s) of the building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation;
d. Owners and occupiers are required to pay a cash bond in an amount determined by the executive committee from time to time for the purpose of ensuring that common property is not damaged during the move and to supervise the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to common property caused by the move) to the owner or occupier within 48 hours of the move being completed.

4. The Owners Corporation may appoint a strata manager or other person to assist it to perform its functions under this by-law. If this happens, owners and occupiers must:
a. Make arrangements with the person so appointed when they move in or out of the building; and
b. Comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the building.

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:8 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

23 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. Notwithstanding by-law 23, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, Local Council order or restriction or any other legislative requirement.

3. The owner or occupier of a Lot used for residential purpose must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

4. When a Lot is leased, the owner or occupier of a Lot must ensure that all occupiers of a Lot are subject to a lease under the Residential Tenancy Act of not less than 3 months.

5. Nothing in By-law 23.4 applies to the Services Apartments.

24 Insurance Premiums

An owner or occupier of a Lot must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

25 Services and equipment

1. This is a special privileges by-law. This by-law may only be amended by special resolution and with the written consent of the owner of each Lot.

2. On the conditions set out in this by-law, the owner of each Lot shall have special privileges over their respective Air-Conditioning systems, Ventilation systems, tempering valves, Exhaust Fans, Intercom System, smoke detectors, window locks, balcony door rollers and locks, Door Closers, Hot Water systems and garage door/motor and spa motor (if any) and which exclusively services the Lot.

3. Each owner must, at the cost of the owner:
i. maintain, repair and, where necessary, replace the air-conditioning systems, ventilation systems, tempering valves, exhaust fans, intercom handsets, smoke detectors, window locks, balcony door rollers and locks, door closers, hot water systems and garage door/motor and spa motor (if any) and which exclusively services his Lot.
ii. use contractors that hold necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation to maintain, repair and replace the air-conditioning systems, ventilation systems, tempering valves exhaust fans, intercom handsets, window locks, balcony doors rollers and locks, door closers, spa motor and hot water systems which exclusively services his Lot.
iii. comply with the requirements of Government agencies about air-conditioning systems, ventilation systems, tempering valves exhaust fans, intercom handsets, window locks, balcony doors rollers and locks, door closers, spa motor and hot water systems.
iv. repair damage caused to common property caused by exercising rights under this by-law; and
v. indemnity the Owners Corporation and the owners and occupiers of other Lots against all claims and liability caused by exercising rights under this by-law.

4. Air conditioning motors (other motors) servicing each Lot form part of the Lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:9 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

or replacement of any air-conditioning motor (other motors).

5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them, and the owners or his occupier must supervise such contractors and tradespersons with respect to works as related to his Lot.

26 Locks

1) Owners and occupiers must maintain, renew, replace and repair locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the common property as is necessary adjacent to the boundary of their respective Lots.

2) All locks, hinges and security devices maintained, renewed, replaced or repaired under this by-law must, where applicable:
a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.

3) Owners and occupiers will be liable for any damage caused to any part of the common property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

4) Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them, and the owners or occupiers must supervise such contractors and tradespersons with respect to works as related to his Lot.

27 Noticeboard

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

28 Fire Safety

1) The owners corporation must:
a) prominently display in the Building the fire safety certificate together with a copy of the current fire safety schedule in respect of each essential fire safety measure bas required under the relevant law;
b) arrange for annual inspection of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
c) provide a copy of a report of the annual inspection referred to in by-law 28(b) to council.

29 Integrity of Fire Safety Systems

1) An owner or occupier must not:
a) interfere with or damage any fire safety device; or
b) activate a fire safety device other than in the case of a hazard or danger to the parcel or any persons on the parcel.

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:10 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

2) An owner or occupier must:
a) immediately notify the owners corporation of a defect, damage, failure or malfunction of any fire safety device;
b) immediately notify a fire protection agency or the fire brigade of occurrence of fire or other hazard within the parcel;
c) notify the owners corporation of a risk of fire or other hazard within the parcel.
d) Subject to receiving notice under by-law 29 sub clause 3, give the owners corporation (and any agent) access to that persons lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.

3) The owners corporation must give reasonable notice in writing to the occupier of a lot before exercising the right conferred by by-law 29 subclause 2(d).

4) Notwithstanding the provisions of this by-law, an owner or occupier remains responsible to keep and maintain smoke detectors within that person's lot in good and serviceable order.

30 Rules

1) In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 30 to make rules about the control, management, operation, use and enjoyment of the strata parcel generally and common property or a part of it, in particular (Rules).

2) The Owners Corporation may vary Rules at any time.

3) If a Rule is inconsistent with the Act, any by-law or a requirement of a government agency, the Act, the by-law or the requirement of a government agency, as the case may be, prevail to the extent of the inconsistency.

4) Rules bind an owner an occupier and any person on the strata parcel with the express or implied consent of an owner or occupier or the Owners Corporation.

31 Service of Documents on Owner of Lot by Owners Corporation

A document can be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

32 Use of Car Parking

1) An owner or occupier of a lot can only use the space/s (other than the storage spaces) attached to the lot (if any) for the purpose of parking motor vehicles.

2) An owner or occupier of a lot must not use any power point located within the car parking space attached to the lot (if any) to power electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short term basis.

3) The owners corporation has the right to use any power source located within the car parking space or storage space attached to a lot provided the use complies within the restrictions imposed under by-law 32 sub-clause (2).

4) The owners corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 32 sub-clause (2).

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:11 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

33 Use of Common Areas and Facilities e.g. Roof Top Terrace, Common Property Toilet

1. The Roof Top Terrace must be made available for the use of all residents of the building and must be designated as common property on any strata subdivision of the site with no exclusive use rights. For clarity, each and every Lot has access to the Roof Top Terrace, including, but not limited to, the Services Apartments.

2. The hours of permitted access to the Roof Top Terrace are limited to between 7.00am and 10.00pm seven days per week.

3. The use of the Roof Top Terrace is restricted as follows:

4. A maximum of 20 persons permitted at any one time;
a. No entertainment or amplified music is permitted;
b. No organised functions are permitted;
c. No smoking permitted;
d. Consumption of alcohol or other recreational substance that impedes mental or physical function is not permitted;
e. No glass of any kind is permitted;
f. Persons must be adequately clothed; and
g. Persons must not conduct business (including personal training) unless authorised in writing by the Owners Corporation.

5. The Common Property Toilet may only be accessed by the Retail Lot and agents, employees, contractors of the Owners Corporation.

34 Signage

1. Only a Retail Lot may display signs in and about the Lot.

2. Residential Lots are not permitted to display signs anywhere on the common property.

3. Residential Lots wishing to let or sell such Residential Lots may only display signs within the boundaries of their respective balcony with the prior written consent of the Owners Corporation which may impose conditions in relation thereto.

35 Retail Lot

1. The Retail Lot does not need consent from the Owners Corporation to fit out the Retail Lot (including the installation of Air Conditioning) provided the Retail Lot gives at least seven (7) days prior written notice to the Owners Corporation of its intention to commence works and provided works will not affect the structure of the Retail Lot or common property and such fit out must:
a. (appearance & amenity) be and remain in keeping with the appearance and amenity of the building;
b. (not be unsightly) in case of pipes, not be unsightly and be hidden from view;
c. (no nuisance) when complete not cause any nuisance or other disturbance to an Owner or occupier of another lot in the strata scheme or any neighbouring property;
d. (certification) have certifications from duly qualified engineers or other experts required by the Owners Corporation (at the Owner's sole cost), a copy of such certification to be provided to the Owners Corporation within seven (7) days of the installation of the Works (if required by the Owners Corporation);
e. (waterproofing certification) without derogating from the generality of the foregoing or anything else set out in

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:12 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

this by-law, in case of wet areas (if any), be certified by a duly qualified installer as achieving the waterproofing standards set out in the The Building Code of Australia and the Australian Standards and the Owners shall provide the Owners Corporation with a copy of such certificate within seven (7) days of being requested to do so by the Owners Corporation; and
f. (Authority's requirements) have any approval, certification or other requisite documentation of any Authority and the owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

2. The Retail Lot, must repair and maintain all works carried out and when repairing, replacing or effecting the works (including any Air Conditioning), the Retail Lot shall:
(a) use duly licensed and insured employees, contractors and/or agents;
(b) ensure compliance with the requirements of any governmental authority and/or the Owners Corporation;
(c) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
(d) ensure they are conducted expeditiously with a minimum of disruption;
(e) ensure they are conducted in a proper and workmanlike manner;
(f) effect and maintain all requisite insurances;
(g) preserve the structural, fire and waterproofing integrity of the building;
(h) protect all affected areas of the building from damage;
(i) keep the building secure;
(j) not store any items on or otherwise use or obstruct any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
(k) ensure that the works are carried out between the hours of 8:00am and 4:00pm, Mondays - Fridays (public holidays excepted) or as otherwise may be permitted by local council; and
(l) be responsible for the its employees, contractors and/or agents compliance with the requirements of this by-law.

3. In case of the Retail Lot's Air Conditioning, once installed, the Retail Lot shall have exclusive use of such part of the common property as is occupied in space by the external unit of such Air Conditioning.

36 Serviced Apartments

1. The owner of the Serviced Apartments may wish to modify the building's development consent and convert those apartments to residential apartments.

2. The Owners Corporation shall make no objection, requisition or claim for compensation in relation to any such modification and conversion and will do all such acts and things required to implement the intention of By-law 36.1 including but not limited to any development application or modification thereof.

The Following are the Special By-laws registered with the scheme.

1 Enforcement of By-Laws

Registration Date: 16/08/2023

Compliance with By-Laws
Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law
a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:13 of 26
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have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
b) The Owners Corporation may enforce a By-Law by legal means.
c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach
Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

a) A fee of $50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
b) A fee of $100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'Strata Manager' means the Strata Managing Agent for the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

2 Lot Owner Charges

Registration Date: 16/08/2023

Introduction
The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights
a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:14 of 26
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incurred by the Owners Corporation as follows (but not limited to):
I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.
II. Administrative Fees imposed to arrange afterhours emergencies.
III. By-Law Breaches
IV. Fines for the late submission of the A.F.S.S.
V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
VI. Security key and key fob/swipe Administration Fees
VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.
VIII. Levy Notice Postage Fees.
IX. Arranging repairs and maintenance for Lot property items.
X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.
XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.
XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.
XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.
b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.
b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.
c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.
d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.
e) All monies recovered by the Owners Corporation shall form part of the Fund to which the relevant contribution belongs.

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan.
'Owner' means the Owner/s of the Lot.
'Occupier' means the Occupier of a Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

3 Recovery of Stationery Expenses

Registration Date: 16/08/2023

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:15 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other nonelectronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

4 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 02/05/2024

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms
2.1 An owner or occupier must not trigger a false fire alarm.

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:16 of 26
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Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:
2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;
2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or
2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.

2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
2.3.1 trigger a false fire alarm; or
2.3.2 carry out any works to which clause 2.2 applies, and:
2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:
3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and
3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its costs or damages flowing from that breach, including:
3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;
3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;
3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;
3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;
3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and
recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:
5.3.1 is required to attend the strata scheme; and
5.3.2 charges the Owners Corporation a fee for that attendance.
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 Legislation means the Strata Schemes Management Act and all other related legislation.

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:17 of 26
© Office of the Registrar-General /Src:TRISearch /Ref:2063

5.6 lot means a lot in the strata scheme.
5.7 occupier means an occupier of a lot in the strata scheme.
5.8 owner means an owner of a lot in the strata scheme.
5.9 person responsible means, at the Owners Corporation's discretion:
5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or
5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.11 SSMA means the Strata Schemes Management Act 2015.
5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

5 Recovery of Tenant Related Costs

Registration Date: 02/05/2024

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers
2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:
2.1.1 The name of the Tenant;
2.1.2 The address for service of the Tenant;
2.1.3 The date of commencement of the lease; and
2.1.4 The name of any letting agent acting for the owner in respect of that lease.
2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:
2.2.1 An Australian mobile phone number for the Tenant; and
2.2.2 An email address for the Tenant.
2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.
2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:
3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.
3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:18 of 26
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Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 lot means a lot in the strata scheme.
5.6 Tenant means a person who is a tenant or sub-tenant at a lot.
5.7 owner means an owner of a lot in the strata scheme.
5.8 person responsible means, at the Owners Corporation's discretion:
5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or
5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.10 SSMA means the Strata Schemes Management Act 2015.
5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

6 Keeping of animals

Registration Date: 25/11/2016

1) Subject to section 49(4) of the Act an owner or occupier of a residential Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a Small Dog or a small caged bird, or fish kept in a secure aquarium on the Lot) on the Lot or the common property.

2) If an owner or occupier of a Lot keeps a cat, small dog or small caged bird, on the Lot then the owner or occupier of a Lot must:-
a) notify the Owners Corporation that the animal is being kept on the Lot, and
b) keep the animal within the Lot, and
c) carry the animal when it is on the common property, and
d) take such action as may be necessary to clean all areas of the Lot or the common property that are soiled by the animal, and
e) ensure the animal does not cause disturbance to other residents, and
f) keep not more than one (1) animal on the Lot at any one time.

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:19 of 26
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Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

7 E-Charging By-Law

Registration Date: 28/03/2025

1. Introduction
The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme by setting out requirements around e-charging and e-bikes.

2. Installation of e-chargers
2.1 Any installation of an e-charger requires the approval of the owners corporation.
2.2 Any owner may install an e-charger within their lot (including the internal part of that lot or the car space or garage), subject to the terms of this by-law.
2.3 Any electrical work for an e-charger approved for the purposes of section 110(3)(d) of the SSMA will be approved, subject to the terms of this by-law.

3. Liability
3.1 Any installation of an e-charger must be carried out in a competent and proper manner.
3.2 Any owner who installs or uses an e-charge or keeps an e-bike on any part of their lot or the common property:
(a) Must ensure that any damage caused to another lot or any part of the common property from the installation or use of the e-charger or the keeping or use of their e-bike is repaired at that owner's cost;
(b) Is liable for the reasonable cost of rectification of any damage caused to the common property or any part of another lot as a result of that installation, use or keeping; and
(c) Indemnifies the owners corporation in respect of the reasonable cost of rectification of any such damage, and
The owners corporation may recover the reasonable cost of rectifying any such damage from that owner as a debt.
3.3 Any costs of rectifying damage recoverable by the owners corporation under this by-law must be reasonable and in the event of a dispute over the extent of those costs, the court or a qualified person to whom either party refers the dispute may assess the reasonableness of those costs.

4. Lot Insurance
4.1 To the extent possible at law, it is a requirement that the owner must, prior to installing or using an e-charger or keeping or using an e-bike or e-scooter, obtain a public liability and damage insurance policy for that lot (Lot Insurance), which Lot Insurance must include cover for the risks referred to in clause 3.2(a).
4.2 To the extent an owners corporation can require an owner to effect the Lot Insurance, the owner must keep that Lot Insurance in effect whilst the e-charger remains in place and in use, and while any e-bike is kept or used within the parcel.

5. Owners Corporation Insurance
5.1 The owners corporation may notify its insurer of the installation and use of the e-charger and the keeping and use of the e-bike.
5.2 It is a condition of the installation or use of an e-charger and the keeping and use of an e-bike that if that installation or use within the parcel results in an increase in the owners corporation's insurance premium, then:
(a) The owner of that lot must pay that extra amount of the premium; and
(b) The owner consents to his or her contributions being increased to reflect that extra amount of the premium.
5.3 Whilst an Owner has Lot Insurance in place, the owners corporation will waive its rights under clause 5.2.

6. Recovery
6.1 A debt will, if not paid within a month of (Interest Start Date):
6.1.1 sending the invoice to the owner; or
6.1.2 otherwise notifying the owner of the debt, Bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
6.2 The owners corporation may recover from the owner all of its reasonable expenses of recovering a debt.
6.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:20 of 26
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7. Interpretation
In this by-law:
7.1 common property means the common property for this strata scheme.
7.2 debt means any reasonable amount payable to or recoverable by the owners corporation under this by-law, including under clause 3.2 or 5.2, as well as any interest or reasonable recovery costs referred to in clause 4.
7.3 e-bike means any form of electronic, or chargeable, or battery-operated bicycle, scooter, skateboard or other vehicle which conveys people.
7.4 e-charger means a power point, or access point, or other mechanism for charging an e-bike.
7.5 lot means a lot in the strata scheme.
7.6 owner means an owner of a lot in the strata scheme.
7.7 SSMA means the Strata Schemes Management Act 2015.
7.8 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
7.9 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.
7.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

8 Absolution of Maintenance Lot Fixtures & Fittings

Registration Date: 28/03/2025

PART 1 - Introduction and Intent
a. This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
b. The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.
c. Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
d. At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
e. This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
a. Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
b. Lot means any lot in the strata plan
c. Owner means the owner of the Lot
d. Owners Corporation means the owners corporation created by the registration of strata plan 94711
e. Internal Area means any area within the envelope of a lot as defined by the Strata Plan
f. Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
a. the singular includes plural and vice versa;

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:21 of 26
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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 - Terms and Conditions
In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;
3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
a. All Cornices
b. All Skirting Boards
c. All Architraves and Internal Door Jams
d. Wall tiles wherever located, including kitchen, bathroom and laundries
e. Floor Tiles wherever located, including kitchen, bathroom and laundries
f. False Ceilings
g. Mezzanines, Stairs and Handrails
h. All paintwork and wall paper
i. The cleaning of mould throughout the lot where the causative factors are purely environmental
3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
a. All taps and internal pipe work
b. Shower screens
c. Bathtub, including internal floor waste and drainage pipes
d. Sinks and hand basins including internal drainage pipes,
e. Cabinets and mirrors
f. Toilet pan, including cistern and internal waste pipes
g. All lights, light fittings and exhaust fans that only service the lot, wherever located
3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
a. All taps and internal pipe work
b. All internal waste and drainage pipes, including connection to the common stack
c. Bench tops
d. Sinks and insinkerators
e. Ovens, Stoves and Cook Tops
f. All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points
3.4 Floor Coverings
a. All carpet within the lot
b. All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
c. All Floor boards, whether floating or fixed
d. All parquetry, linoleum, vinyl and cork tiles wherever located
3.5 Balcony/Courtyard Areas
a. All tiles, pavers and decking
b. All stairs and handrails within the balcony or courtyard area
c. All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
d. All plants and grassed areas within the balcony or courtyard
e. The pruning, trimming or removal of a tree or trees, including damage caused by roots
f. Fences that divide two lots
g. All lights, switches, light fittings and wiring within the balcony or courtyard of the lot
3.6 Electrical Fittings & Appliances

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:22 of 26
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a. All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
b. All electrical sockets and wall plates
c. Electrical main and sub-main that services only one lot including fuses wherever located
d. Smoke Detectors that only service one lot
e. Alarm Systems that only service one lot
f. Individual Garage Door Motors
g. Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
h. Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
i. Ceiling Fans
j. Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
k. Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.
3.7 Front Door, Balcony Doors, Windows and Garage Area
a. All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
b. Automatic door closers
c. Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
d. Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

9 Minor Renovations By-Law

Registration Date: 02/03/2026

1. Intention
The intention of this By-law is;
i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
ii. Define what Minor Works may be approved by the committee,
iii. Provide owners with an application process to have their Minor Works approved,
iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions
i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
b. Renovating any other room within a lot (not including structural works)
c. Changing or installing recessed light fittings,
d. Installing or replacing wood or other hard floors,
e. Installing or replacing wiring or cabling or power or access points,
f. Work involving reconfiguring walls,
g. Installing or replacing pipes and duct work,
h. Installing a rainwater tank,
i. Installing a clothesline,
j. Installing a reverse cycle split system or ducted air-conditioning system,
k. Installing double or triple glazed windows,

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:23 of 26
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l. Installing a heat pump or hot water service,
m. Installing ceiling, wall or floor insulation,
n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations
i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process
An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;
i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
ii. A description of the Minor Renovations proposed,
iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
iv. Details of how any rubbish and debris will be disposed of during the construction process,
v. The estimated duration of the work,
vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:24 of 26
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Electronic signature of me, Andrew Tunks, affixed by me, on 02/03/26 at 2:40 PM Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan 94711
630-634 NEW CANTERBURY ROAD HURLSTONE PARK

iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
iv.the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
i. The supply of a Dilapidation Report prior to the commencement of the works,
ii. The supply of additional expert reports relevant to the proposed works,
iii. Payment of a Bond before commencement of the works,
iv. Conditions surrounding noise and proposed times of work,
v. Provisions for cleaning and removal of debris,
vi. Conditions surrounding access to common property for trades, equipment and vehicles.
vii. Any other matter relevant to the application.

Strata Plan
...94711....
Common Seal

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:25 of 26
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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) TORRENS TITLE

For the common property
CP/SP 94711

(B) LODGED BY

Document Collection Box	Name / Company / Address / E-mail / Customer Account Number	CODE
573X	Company NETWORK STRATA SERVICES Address PO BOX 265 HURSTVILLE BC NSW 1481 E-mail admin@netstrata.com.au Contact Number 1300 638 787 Customer Account Number 123421L Reference 94711	CH

(C) The Owner-Strata Plan No. 94711 certify that a special resolution was passed on 4/1/2026

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 9
Amended by-law No. NOT APPLICABLE
as fully set out below :

Strata Plan
...94711....
Common Seal

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

(G) The seal of The Owners-Strata Plan No. 94711 was affixed on 2/3/2026 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :
Electronic signature of me, Andrew Tunks, affixed by me, on 02/03/26 at 2:40 PM
Property & Stock Agent Act 2002 Licence No 1361054

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

Req:R947298 /Doc:DL AW073153 /Rev:30-Apr-2026 /NSW LRS /Prt:09-Oct-2026 11:38 /Seq:26 of 26
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Owners Corporation Consent Strata Scheme No 94711

Date 02 March 2026

CP/SP 94711

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 94711

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 94711 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws
  Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 94711 was affixed on 02/03/26 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 02/03/2026 at 2:40 PM
Property & Stock Agent Act 2002 Licence No 1361054

^ Insert appropriate date

Strata Plan
...94711....
Common Seal

"WARNING"

THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

Application No. 9588259 Created on Mar 30, 2017 4:38:03 PM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 9588260 Created on Apr 3, 2017 2:36:00 PM

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF CANTERBURY SUBURB OF HURLSTONE PARK SSD 299399

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠P	P. Trap
□ Chr	Chamber	■R	Reflux Valve
●LH	Lamphole	◇	Cleaning Eye
⊠	Boundary Trap	●Vent	Vertical Pipe
●	Inspection Shaft	IP	Induct Pipe
■ PR	PR	MF	Mica Flap
⊟G	Grease Interceptor	●RP	Rodding Point
⊠	Gully	∠	Sloped Junction
⓪TMS	Terminal Maint. Shaft	-○-	Vertical Junction
⓪MS	Maintenance Shaft	-+-	On back Junction

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	BM	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

O SVP Soil Vent Pipe O WS Waste Stack

E ELEC.	Alarm Control Panel
Pump Unit	LP Stop Valve
Boundary Valve	LP Air Valve
PRV Boundary Valve with PRV	LP Reducer
	HSV Flow Monitor
	Vacuum Chamber
FP	Flushing Point

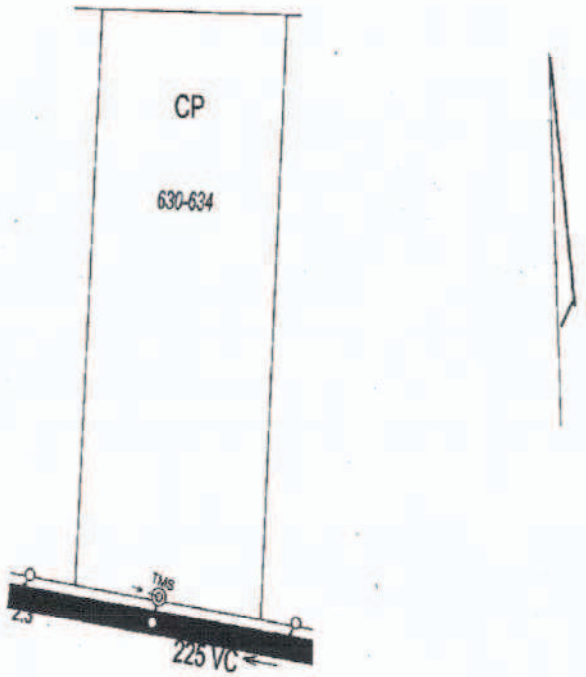
Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap YES

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from infill building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).

NEW CANTERBURY RD



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Australian Government
Australian Taxation Office

MISS PAULETTE CLAYTON
10/630-634 NEW CANTERBURY RD
HURLSTONE PARK NSW 2193

Our reference: 7175300739899
Phone: **13 28 66**

11 October 2026

Your Clearance certificate for Australian Residents – foreign resident capital gains withholding

› Purchasers are not required to withhold and pay foreign resident capital gains withholding (FRCGW)
› Provide a copy of this letter to the purchaser and keep a copy for your records

Dear PAULETTE,

We have decided that purchasers aren't required to withhold and pay FRCGW. Your clearance certificate is below:

Notice number	2411278684535
Vendor name	PAULETTE CLAYTON Clearance certificates are issued in the legal name on our system. If the vendor's name has changed, update the vendor's name on our system **before** applying. There are limited circumstances where this may not be required. For more information search **QC 103607** on ato.gov.au
Clearance Certificate Period	11 October 2026 to 11 October 2027 Clearance certificates are valid for 12 months from their date of issue.

The purchaser may rely on the clearance certificate as long as:
› the date it's made available to the purchaser is within the period stated on the certificate, and
› the certificate period covers some of the time the transaction is in effect. The transaction is in effect from the contract date through until the settlement date.

Need help?

If you have any questions, you can phone us on **13 28 66**

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

For more information

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

For information about our commitments to you and what we ask of you, go to ato.gov.au/atocharter

To get your clearance certificate online, you can:

› log in to **myGov**, go to **ATO online services**
› **My profile** menu go to **Communication**
› then **History**.

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

Need help using our services?

We can support you in different ways:

› **In different languages** – call the Translating and Interpreting Service on **13 14 50** from 8:00 am to 6:00 pm, Monday to Friday to speak with us.
› **First Nations support** – call our Indigenous Helpline on **13 10 30** for help with tax and super.
› **If you are deaf, hard of hearing or have a speech communication difficulty** – use the National Relay Service at accesshub.gov.au and provide the ATO phone number you want to call.

To find out more about these services, visit ato.gov.au/accessibility

Yours sincerely,
Ben Kelly
Deputy Commissioner of Taxation

City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbcity.nsw.gov.au

2063 CLAYTON:179060

Anne Clarke
PO Box 201
SUMMER HILL NSW 2130

PLANNING CERTIFICATE

Section 10.7(2)(5) of the Environmental Planning and Assessment Act 1979

Certificate No: 20267196
13 October 2026

Land which Certificate is issued for:

Lot 10 SP 94711

10 / 630-634 New Canterbury Road, HURLSTONE PARK NSW 2193

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN

City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbcity.nsw.gov.au

INFORMATION PROVIDED UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments
Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans
Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies
Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Housing and Infrastructure (DPHI) website at https://www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the NSW Legislation website at https://legislation.nsw.gov.au.

State Environmental Planning Policies:
State Environmental Planning Policy (Biodiversity and Conservation) 2021
- Chapter 2: Vegetation in non-rural areas
- Chapter 3: Koala habitat protection 2020
- Chapter 6: Bushland in urban areas
- Chapter 7: Canal estate development
- Chapter 10: Sydney Harbour Catchment
- Chapter 11: Georges River Catchment

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
- Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021
- Chapter 2: State and regional development
- Chapter 3: Aboriginal Land
- Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
State Environmental Planning Policy (Precincts - Regional) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
- Chapter 2: Coastal Management
- Chapter 3: Hazardous and offensive development
- Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021
- Chapter 2: Mining, petroleum production and extractive industries
- Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021
- Chapter 2: Infrastructure
- Chapter 3: Educational establishments and child care facilities
- Chapter 4: Major infrastructure corridors

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act
Draft SEPPs: None applicable
Planning proposals: Not applicable.

City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbcity.nsw.gov.au

2 Zoning and Land Use Under Relevant Planning Instruments

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE E1 – LOCAL CENTRE

1. Permitted without consent
Home occupations

2. Permitted with consent
Amusement centres; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 1 or 3

3. Prohibited
Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Ecotourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit https://legislation.nsw.gov.au/ or contact Council on 02 9707 9000.

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m^2. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbcity.nsw.gov.au

2.4 Area of Outstanding Biodiversity Value
Not applicable

2.5 Conservation Area and/or Environmental Heritage
The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 Contribution Plans
Canterbury Bankstown Local Infrastructure Contributions Plan 2022
This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

Housing and Productivity Contribution
The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system

4 Complying Development
Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Building and Alterations) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes

City of Canterbury Bankstown
PO BOX 8
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Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

**Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address.*

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m^2 in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at https://legislation.nsw.gov.au/

5 Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes)2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code
Yes

Advertising and Signage Exempt Development Code
Yes

Temporary Uses and Structures Exempt Development Code
Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at https://www.heritage.nsw.gov.au/.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

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There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 Road Widening and Road Realignment

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

9 Flooding

The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF). The land, or part of the land, is **not** subject to flood related development controls.

10 Council and Other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip
The land is not affected by a policy restriction relating to landslip

Tidal Inundation
The land is not affected by a policy restriction relating to tidal inundation

Subsidence
The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils
The land is not affected by a policy restriction relating to acid sulfate soils.

Contamination
Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cbcity.nsw.gov.au.

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity
Not applicable

Coastal Hazards
Not applicable

Sea Level Rise
Not applicable

Unhealthy Building Land

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The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)
Not applicable

11 Bush Fire Prone Land
Not applicable

12 Loose-Fill Asbestos Ceiling Insulation
Not applicable

13 Mine Subsidence
The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper Subdivision Information
Not applicable

15 Property Vegetation Plans
Not applicable

16 Biodiversity Stewardship Sites
Not applicable

17 Biodiversity Certified Land
Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006
Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works
Not applicable

20 Western Sydney Aerotropolis
Not applicable

21 Development Consent Conditions for Seniors Housing
Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing
Not applicable

23 Water or sewerage services
Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

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

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The land or part of the land is not in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

25 Interim development in future infrastructure corridors

Section 4.7A of the State Environmental Planning Policy (Transport and Infrastructure) 2021 and/or a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section, does not apply to the land.

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INFORMATION PROVIDED UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

Note: *When information pursuant to Section 10.7(5) of the Act is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 10.7(6), which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.*

(a) **Additional Flood Planning Advice**

In addition to Section 9 of this certificate, the following information may assist in interpreting the Canterbury Bankstown Development Control Plan 2023:

Not applicable.

(b) **Tree Preservation Order**

A tree preservation order applies to the whole of the City of Canterbury Bankstown.

(c) **Additional Contaminated Land Advice**

On 22 August 2017 Council adopted a policy on contaminated land. This policy will restrict development of land:

a) which is affected by contamination;
b) which has been used for certain purposes;
c) in respect of which there is not sufficient information about contamination;
d) which is proposed to be used for certain purposes;
e) in other circumstances contained in the policy.

(d) **General Advice Regarding Use of Property**

Persons considering commencing a use of or purchasing a property are advised to seek confirmation that the current, or intended, use (as the case may be) has been approved by Council, or does not require Council approval. It is pointed out that the question of "existing use rights" within the meaning of the Environmental Planning and Assessment Act, 1979, is a complex matter, and that the commencement of a use without Council approval (where required) is unlawful and may be subject to enforcement action.

(e) **Other Matters**

Not applicable.