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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 St Newtown NSW 2042	**phone**: 0400 119 099 **email**: namir@adrianwilliam.com.au
co-agent		
vendor	ZOE-ELIZABETH LUNG	
vendor's solicitor	Lourdes Legal PO Box 77, Austral 2179	**phone**: 0450 968 551 **email**: info@lourdeslegal.com.au **ref**: 261806
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 3, 19 Hutchinson Street Saint Peters NSW 2044 LOT 6 STRATA PLAN SP93534 Folio Identifier 6/SP93534	
	☒ 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 _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

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

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

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

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

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

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

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

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

Pike & Tombleson Strata
PO BOX 148 CARINGBAH NSW 1495
info@ptstrata.com.au
(02) 8513 5703

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

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

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

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

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

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

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

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

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

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

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

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

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

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

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

1. Conditions of sale of land by auction

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A vendor bid must not be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of vendor bids that may be made.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(f) A bidder is taken to be bidding on their own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer, the purchaser must sign the agreement for sale.

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

(i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 14 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.

(j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.

(k) Immediately before making a vendor bid, the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land, or the sale of such land by a seller as executor or administrator:

(l) More than one vendor bid may be made to purchase the interest of a co-owner.

(m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN (**Vendor**)

AND (**Purchaser**)

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

In the event that completion is not effected on the day nominated for settlement in a notice to complete served by either party on the other, then the other shall pay to the party serving the notice interest on the balance of purchase price at the rate of 10% per annum from the date nominated in the notice for completion until and including the actual day of completion.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

4. The contract is amended as follows:

a. Clause 1- deletion from the definition of “settlement cheque” of the words “a building society credit union or other FCA institution as defined in the Cheques Act 1986”

b. Clause 7.1.1- deletion of “5%” and substitution with “1%”

c. Clause 12.1 deletion of “required” and substitution with “agreed to by the vendor”.

d. Clause 12.2.1 and 12.2.2 deleted.

e. Clause 14.4.2 deleted.

f. Clause 16.5 is amended by deleting “plus another 20% of that fee”

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. Deposit bond

(a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

(a) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor’s solicitor will be deemed to be payment of the deposit in accordance with this contract.

(b) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

(c) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

7.Electronic Settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

8. The Purchaser shall not be entitled to require the Vendor prior to settlement to Register a Discharge of any Mortgage Or removal of caveat affecting the subject land but will accept on settlement a properly executed Discharge of any such Mortgage or Caveat together with the appropriate registration fees therefore.

9. Notwithstanding any other provision in this agreement if the deposit agreed to be paid by the purchaser is less than ten per cent (10%) of the purchase price then if the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser forthwith upon demand will pay to the Vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid, to the extent that a full ten per cent (10%) is forfeitable by way of deposit upon default.

10. The purchaser agrees and acknowledges that by their execution of this contract, they irrevocably authorise the vendors agents to unconditionally release to the vendors the deposit in full or part of the deposit monies that the vendor requests.

11. The parties agree that adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation as settlement by either party, the parties agree to rectify the error within 14 days of receipt of evidence of the error and request for readjustment being made.

12. It is agreed between the parties herein that Section 124(i) of the Consumer Credit Administration (NSW) Act 1995 shall not apply to this contract. The purchaser warrants that they have obtained finance on reasonable terms for the Purchase and agree that they are not entitled to terminate the contract under Section 124 of the said Act.

13. The terms of the printed Contract to which these special conditions are annexed, shall be read that should a conflict arise between these additional special conditions and the printed contract then these additional Special conditions should prevail. The parties agree that should any provision be held contrary to the law, voice of unenforceable, then the provision shall be severed from this contract and all remaining provisions shall remain enforceable.

14. The purchaser shall be responsible for applying to he holder of strata records for the section 184 certificate under the Strata Schemes Act 2015. The purchaser shall not be entitled to delay completion or make any requistion or objection arising from the purchaser's failure to apply for the said certificate.

15. Vendor not required to make good
15.1 If there is a television wall bracket or shelving or picture hooks or any other fixed item on the walls of the property including security cameras, the vendor will not be required to make good any holes in the walls from the removal of those items, and the Purchaser will make no requisition or claim in that regard.

16. The vendor discloses that special levies are payable. A copy of the 1st instalment invoice is attached. There will be 3 x further instalments of the special levy amount of $4,375.00

each instalment. The purchaser will be responsible for the remaining instalments of special levies from the settlement date.

17. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantor guarantees the performance by the purchaser of the purchaser's obligations under the contract and indemnifies the vendor against any loss suffered or costs incurred as a result of any default by the purchaser in its obligations under the contract. The guarantor is jointly and severally liable with the purchaser under the contract and the vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser. This guarantee is binding on the guarantor, their executors, administrators, and assignees. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.

SIGNED by the guarantor in the presence of:	))	
		Signature
Signature of witness		
Print name of witness		

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6/SP93534

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2026	12:39 PM	6	6/11/2024

LAND

LOT 6 IN STRATA PLAN 93534
AT ST PETERS
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

ZOE-ELIZABETH LUNG (CN AS924076)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93534
2 AU561775 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

261806... PRINTED ON 15/10/2026

* 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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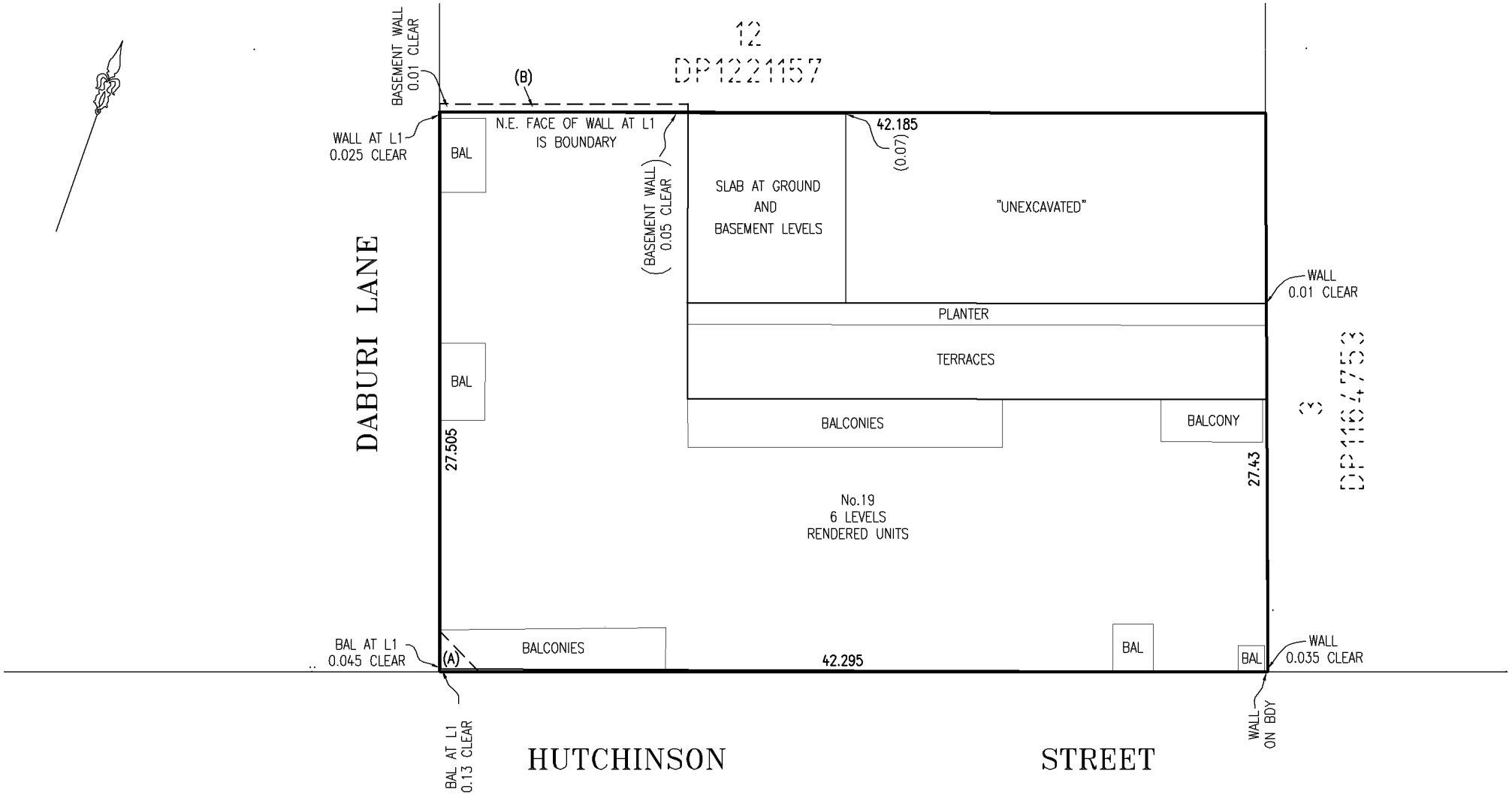
Received: 15/10/2026 12:39:15

InfoTrack

LOCATION PLAN



BAL– DENOTES BALCONY

(A) – RESTRICTION ON THE USE OF LAND (DP1201113)

(B) – EASEMENT FOR OVERHANG 0.4 WIDE (DP1201113)

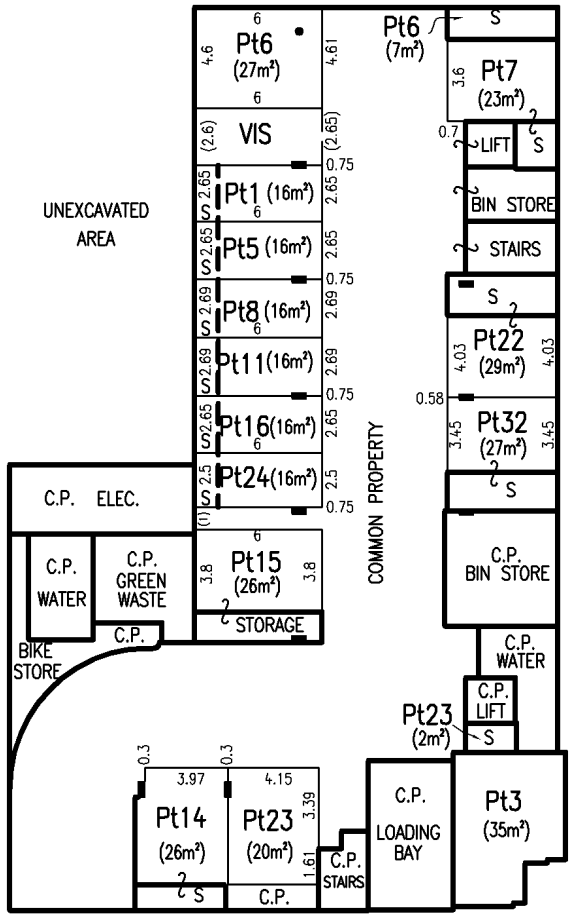
Surveyor: IVAN VICTOR STERLIGOV Surveyor's Ref: 16043–B–SP Subdivision No: 022016 B Lengths are in metres. Reduction Ratio 1: 200	REGISTERED 29.7.2016	SP93534

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

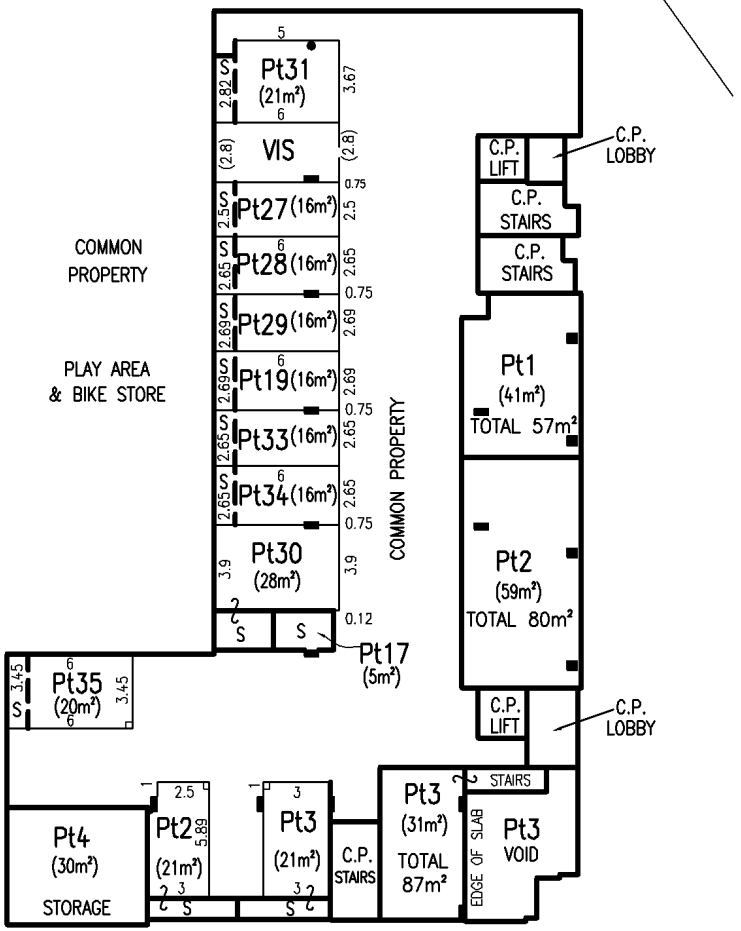
Req:R977511 /Doc:SP 0093534 P /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:1 of 7
© Office of the Registrar-General /Src:InfoTrack /Ref:261806

Req:R977511 /Doc:SP 0093534 P /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:2 of 7
© Office of the Registrar-General /Src:InfoTrack /Ref:261806

BASEMENT LEVEL



GROUND LEVEL

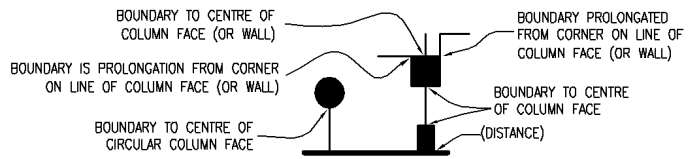


CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
VIS – DENOTES VISITORS' CARSPACE WITHIN COMMON PROPERTY
⌐ – DENOTES 90°

PART OF LOT 3 MARKED AS VOID FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY. ITS AREA IS NOT INCLUDED IN AREA OF THE LOT.

METAL STORAGE CAGES MARKED AS ▬▬▬ AND ASSOCIATED DOOR LOCKS AND HINGES FORM PART OF RESPECTIVE LOTS AND ARE NOT COMMON PROPERTY.

TYPICAL KEY – UNLESS OTHERWISE NOTED



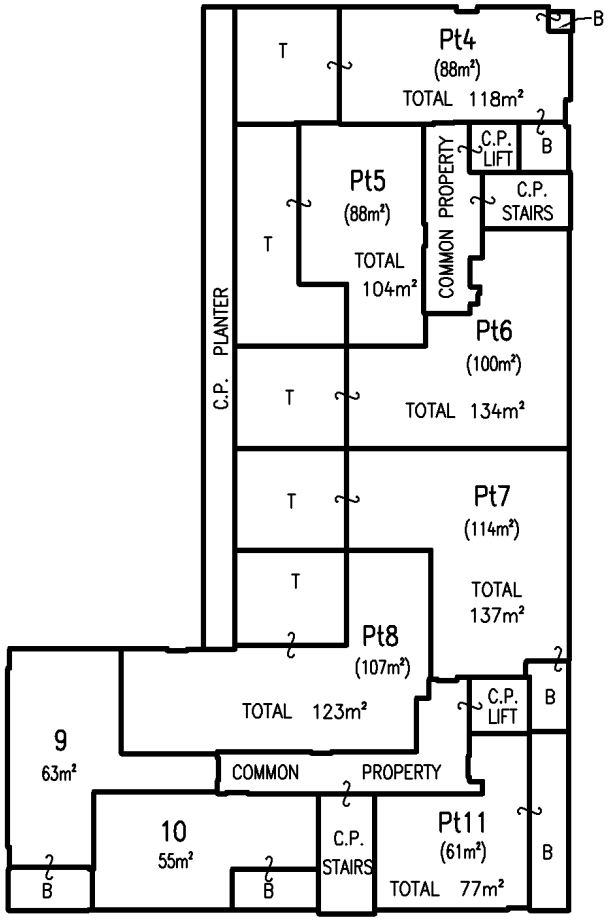
NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEME (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS CALCULATED FOR OTHER PURPOSES.

FOR CLARITY PURPOSES NOT ALL COMMON PROPERTY COLUMNS AND DUCTS ARE SHOWN.

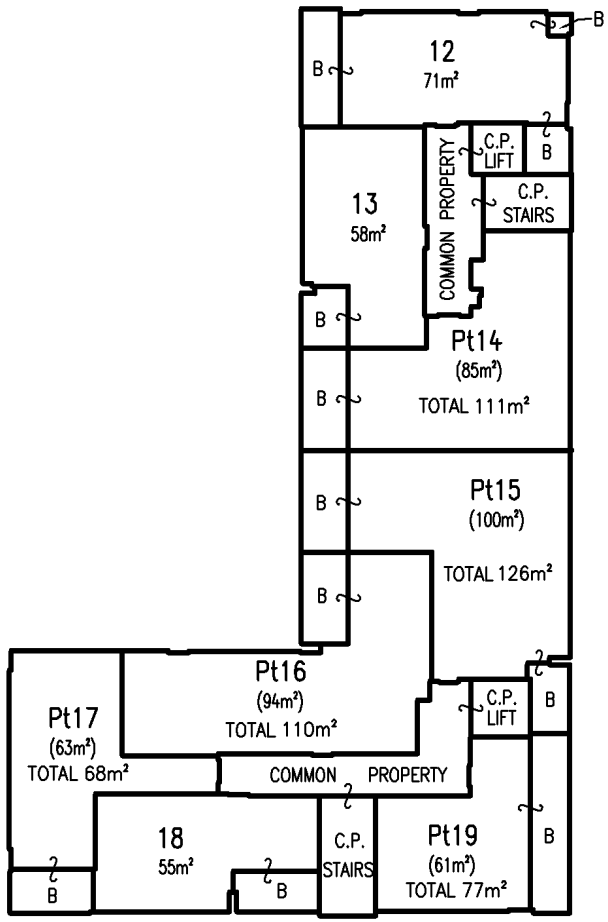
Surveyor: IVAN VICTOR STERLIGOV Surveyor's Ref: 16043–B–SP Subdivision No: 022016 B Lengths are in metres. Reduction Ratio 1: 250	REGISTERED 29.7.2016	SP93534

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

LEVEL 1



LEVEL 2



STRATUM OF TERRACES ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE WATERPROOFING MEMBRANES AND ARE LIMITED IN HEIGHT, WHERE NOT COVERED BY STRUCTURES OF THE LEVEL 2, TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE WATERPROOFING MEMBRANES.
WATERPROOFING MEMBRANE IS COMMON PROPERTY.

LOUVRES, PERGOLAS, SUNSHADING DEVICES, PRIVACY SCREENS AND GLASS BALUSTRADES ATTACHED TO THE BUILDING AT THE TIME OF ITS CONSTRUCTION FORM PART OF COMMON PROPERTY.

CP – DENOTES COMMON PROPERTY
B – DENOTES COVERED BALCONY
T – DENOTES TERRACE

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEME (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS CALCULATED FOR OTHER PURPOSES.

FOR CLARITY PURPOSES NOT ALL COMMON PROPERTY COLUMNS AND DUCTS ARE SHOWN.

Surveyor: IVAN VICTOR STERLIGOV
Surveyor's Ref: 16043–B–SP
Subdivision No: 022016–B
Lengths are in metres. Reduction Ratio 1: 250

REGISTERED
29.7.2016

SP93534

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

19 Hutchinson St strata – 03 Level 1–2.dwg

Req:R977511 /Doc:SP 0093534 P /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:3 of 7
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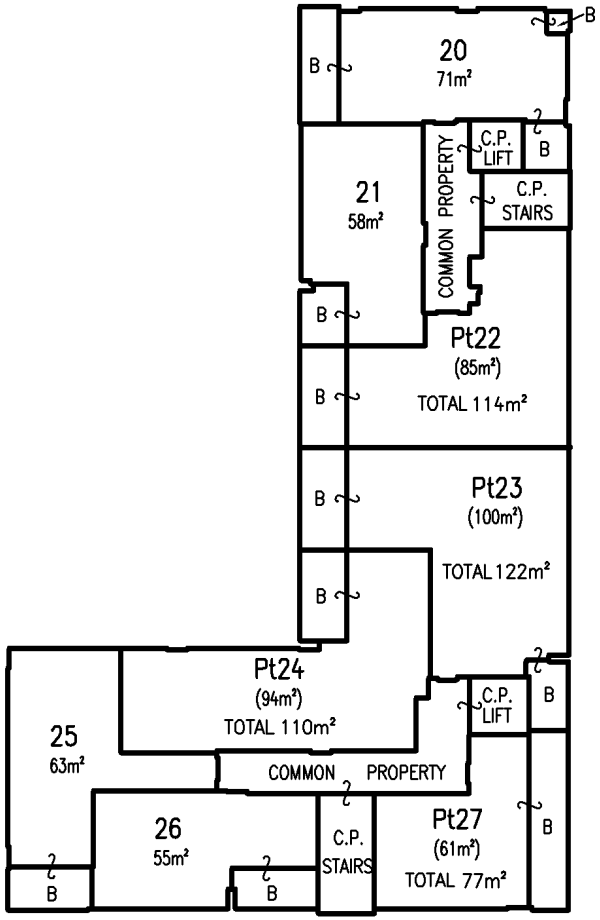
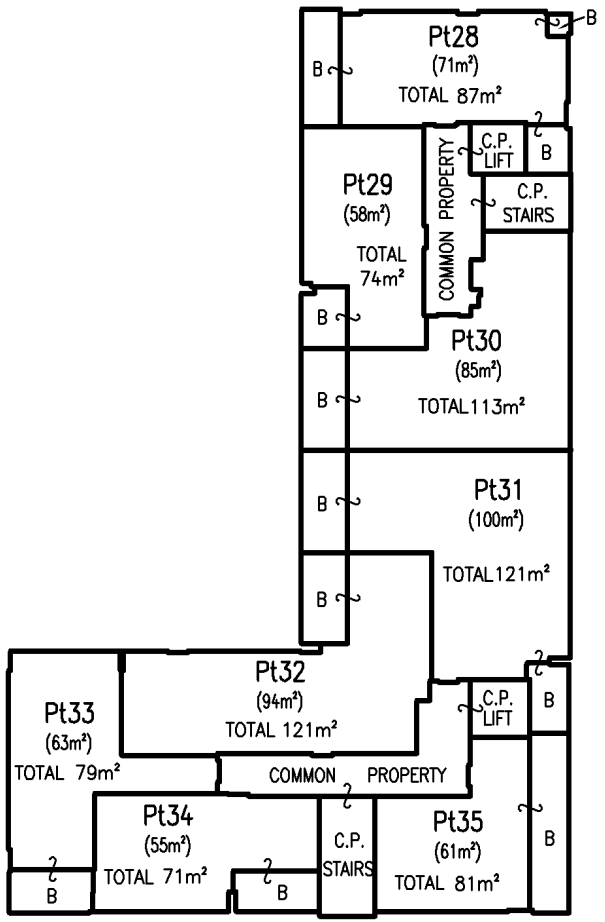
LEVEL 3



LEVEL 4



LOUVRES, PERGOLAS, SUNSHADING DEVICES, PRIVACY SCREENS AND GLASS BALUSTRADES ATTACHED TO THE BUILDING AT THE TIME OF ITS CONSTRUCTION FORM PART OF COMMON PROPERTY.

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEME (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS CALCULATED FOR OTHER PURPOSES.

FOR CLARITY PURPOSES NOT ALL COMMON PROPERTY COLUMNS AND DUCTS ARE SHOWN.

CP – DENOTES COMMON PROPERTY
B – DENOTES COVERED BALCONY

Surveyor: IVAN VICTOR STERLIGOV Surveyor's Ref: 16043–B–SP Subdivision No: 022016 B Lengths are in metres. Reduction Ratio 1: 250	REGISTERED 29.7.2016	SP93534

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

19 Hutchinson St strata – 04 Level 3–4.dwg

Req:R977511 /Doc:SP 0093534 P /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:4 of 7
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Req:R977511 /Doc:SP 0093534 P /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:5 of 7
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 29.7.2016

Purpose: STRATA PLAN

Office Use Only

SP93534

PLAN OF SUBDIVISION OF LOT 11 D.P.1201113

LGA: INNER WEST

Locality: ST PETERS

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

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

*The Accredited Certifier DENNY LINKER

Accreditation No. BPB 0232

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 of the 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 the 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 16 JUNE 2016

Subdivision No. 02 2016 B

Relevant Development Consent No. 201300249

issued by LAND & ENVIRONMENT COURT

.....

~~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.93534

19 Hutchinson Street, St Peters NSW 2044

The adopted by-laws for the scheme are:

*A ..... ~~Model By-laws.~~

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

*By-laws in 17 sheets filed with plan.

* strike out whichever is inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, IVAN VICTOR STERLIGOV

of C-SIDE SURVEYORS PTY LTD

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

(1) Each applicable requirement of

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

* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has~~ been met;

*(2) *(a) The building encroaches on a public place;

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

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

Signature: .....

Date: 16.06.16

* 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: 16043-B-SP

Req:R977511 /Doc:SP 0093534 P /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:6 of 7
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STRATA PLAN FORM 3 (PART 2) **WARNING: Creasing or folding will lead to rejection** ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 11 D.P.1201113

Office Use Only

SP93534

Office Use Only

Registered: 29.7.2016

Strata Certificate Details: Subdivision No: 022016B Date: 16 JUNE 2016

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	9	9	25	17	25	25	25	33	28
2	14	10	25	18	25	26	25	34	28
3	14	11	25	19	27	27	28	35	28
4	25	12	25	20	26	28	28		
5	27	13	25	21	26	29	28		
6	35	14	36	22	36	30	37		
7	35	15	37	23	36	31	37		
8	37	16	37	24	38	32	38		

TOTAL 1000

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

(If space is insufficient use additional annexure sheet)

PURSUANT TO SEC 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 THE USE OF LAND
2. POSITIVE COVENANT
3. POSITIVE COVENANT

SURVEYOR'S REFERENCE: 16043-B-SP

Req:R977511 /Doc:SP 0093534 P /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:7 of 7
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STRATA PLAN FORM 3A (Annexure Sheet) **WARNING: Creasing or folding will lead to rejection** ePlan

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 11 D.P.1201113

Office Use Only

SP93534

Office Use Only

Registered: 29.7.2016

Strata Certificate Details: Subdivision No: 02 2016 B Date: 16 JUNE 2016

EXECUTED FOR AND ON BEHALF OF ST PETERS APARTMENTS PTY LTD ACN 169 095 265

Ronald Jadd (Director)

Jen Zhang (Secretary)

IN PRESENCE OF:

SIGNATURE

SIGNATURE OF WITNESS

Seen Xiao

NAME AND ADDRESS

343 Pacific Hwy

North Sydney

Land and Property Information
NEW SOUTH WALES

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

Signature of witness:

Name of witness: JENNIFER PILLA

Address of witness: L19 201 Sussex St Sydney NSW 2000

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

Signature of attorney:

Attorney's name: Antoine Gallagher

Attorney's position: Risk Executive

Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124

Power of attorney -Book: 4548 No: 494

SURVEYOR'S REFERENCE: 16043-B-SP

Req:R977509 /Doc:SP 0093534 B /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:1 of 5
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.[2]

ePlan

Plan: SP93534

Plan of Subdivision of Lot 11 DP120113
covered by Strata Certificate No. 022016 B

Full name and address of the owner of the land:

St Peters Apartments Pty Ltd
343 Pacific Highway
NORTH SYDNEY NSW 2060

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land	1, 2 and 3	Inner West Council
2	Positive Covenant	Common Property	Inner West Council
3	Positive Covenant	Common Property	Inner West Council

Part 2 (Terms)

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

In accordance with the modified Land and Environment Court Order 10604 of 2013 issued by Marrickville Council on 4 February 2016 the lots so burdened cannot be used for any purpose other than as a business premises or an office premises as defined by clause 6.12 in the Inner West Local Environmental Plan which states that:-

Development consent must not be granted to development for the purpose of business premises or office premises on the lots so burdened unless the consent authority is satisfied that the development will be used for a creative purpose such as media, advertising, fine arts and craft, design, film and television, music, publishing, performing arts, cultural heritage institutions or other related purposes.

Req:R977509 /Doc:SP 0093534 B /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:2 of 5
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Plan: SP93534

Plan of Subdivision of Lot 11 DP120113
covered by Strata Certificate No. 022016 B

2. Terms of Positive Covenant numbered 2 in the plan.

The stormwater detention facility as described by the plan referred to in the construction certificate and the conditions of such certificate shall not be altered or removed in whole or in part without written approval of Inner West Council.

The owners corporation is to maintain the stormwater detention facility in working condition.

Inner West Council employees are to be allowed access for inspection upon reasonable notice. The owners corporation is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.

In the event of the owners corporation not complying with the notice, Council or its authorised agents may enter and carry out the specified work, and recover the costs due.

3. Terms of Positive Covenant numbered 3 in the plan.

The owners corporation shall be responsible for maintaining the stormwater treatment facility as outlined in the approved WSUD maintenance plan.

The owners corporation shall have the stormwater quality treatment facilities inspected annually by a competent person and must provide the approved WSUD maintenance plan to the competent person to record the annual inspections.

Inner West Council shall have the right to enter upon the land referred above, at all reasonable times to inspect, construct, install, clean, repair and maintain in good working order all elements of the stormwater quality treatment facilities to ensure that the water quality targets provided in the design of the system are achieved; and recover the costs of any such works from the owners corporation.

Name of Person or Authority empowered to release, vary or modify the Restriction on the Use of Land and Positive Covenants numbered 1, 2 and 3 the plan:

Inner West Council

Req:R977509 /Doc:SP 0093534 B /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:3 of 5
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Plan: SP93534

Plan of Subdivision of Lot 11 DP120113
covered by Strata Certificate No. 022016 B

EXECUTED for and on behalf of **ST PETERS APARTMENTS PTY LTD** (ACN 169 095 265)

Signature of Director

Signature of Secretary

Ronald Dadd
Name of Director

Jun Zhang
Name of Secretary

Req:R977509 /Doc:SP 0093534 B /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:4 of 5
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Plan: SP93534

Plan of Subdivision of Lot 11 DP120113
covered by Strata Certificate No. 022016 B

EXECUTED for an on behalf of **COMMONWEALTH BANK OF AUSTRALIA** by:

Land and Property Information
NEW SOUTH WALES

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

Signature of witness: .....
Name of witness: DENNIS JAPIEN
Address of witness: L19, 201 Kussell St Sydney NSW 2000

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

Signature of attorney: .....
Attorney's name: Antoine Gallagher
Attorney's position: Risk Executive
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney -Book: 4548 No: 494

This is Sheet 4 of a 5 Sheet Instrument – (15/0364 – Strata Plan B)

Req:R977509 /Doc:SP 0093534 B /Rev:01-Aug-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:5 of 5
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Plan: SP93534

Plan of Subdivision of Lot 11 DP120113
covered by Strata Certificate No. 022016 B

EXECUTED for and on behalf of
MARRICKVILLE CITY COUNCIL by:

Signature of Witness

Signature of Authorised Officer

Joseph Bertacco
Name of Witness

JAMIE ERKIN
Authorised Officer's Name

2-14 Fisher St, Petersham NSW
Address of Witness

This is Sheet 5 of a 5 Sheet Instrument – (15/0364 – Strata Plan B)

REGISTERED 29.7.2016

InfoTrack
Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:1 of 9
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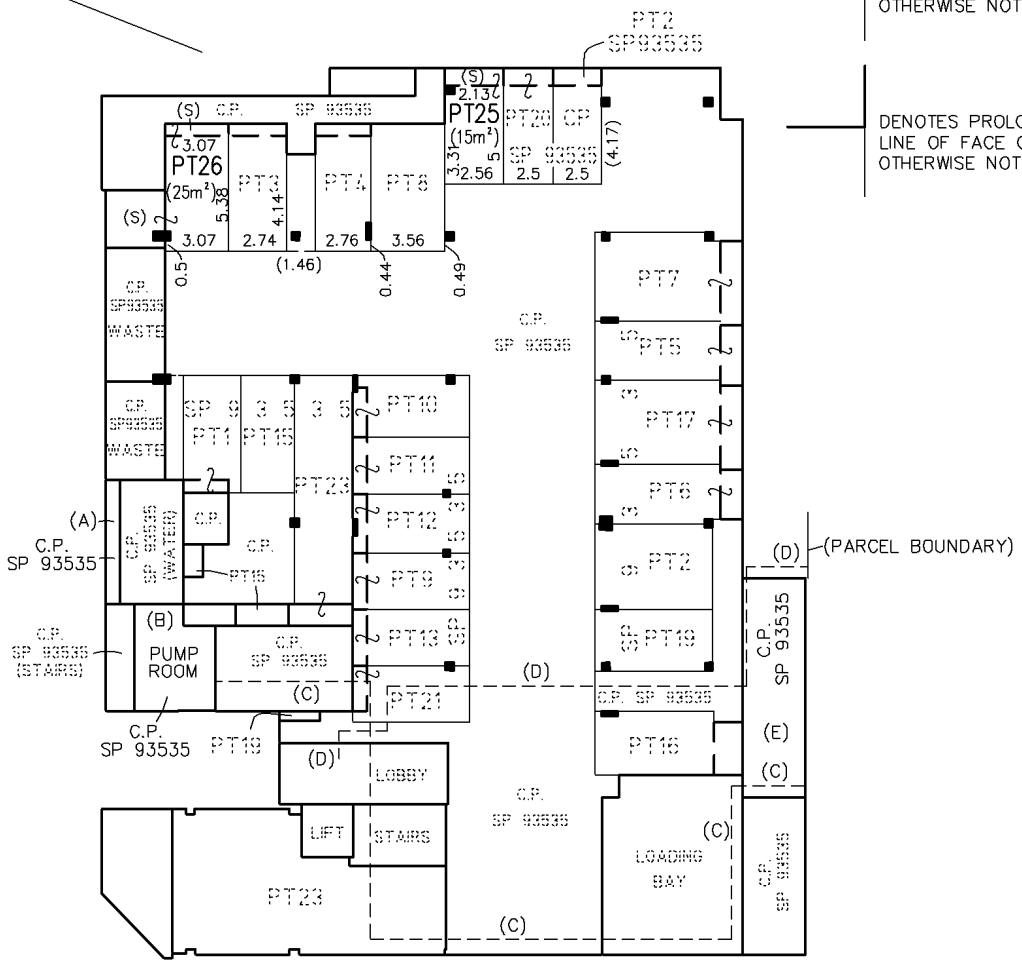
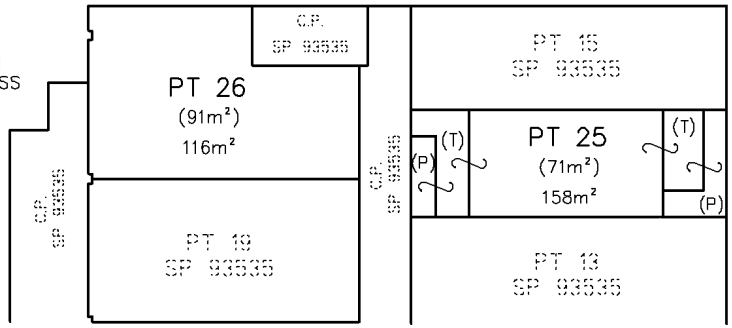
BASEMENT LEVEL



DENOTES PROLONGATION FROM LINE OF COLUMN FACE (UNLESS OTHERWISE NOTED)

DENOTES PROLONGATION FROM LINE OF FACE OF WALL (UNLESS OTHERWISE NOTED)

LEVEL 1



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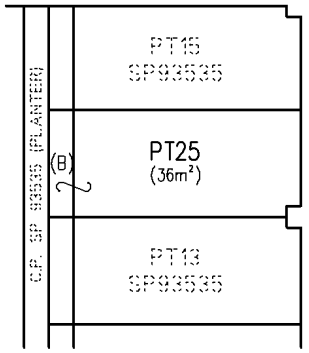
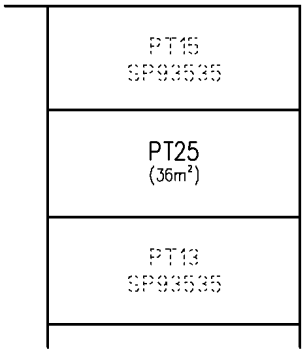


LEVEL 3



THE STRATUM OF TERRACES, PLANTERS AND THE BALCONY, WHERE NOT COVERED BY STRUCTURES OF THE UPPER LEVEL OR ROOF, IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE WATERPROOFING MEMBRANE OF THEIR RESPECTIVE FLOORS. WATERPROOFING MEMBRANE IS COMMON PROPERTY.

NOTES

(S) – DENOTES STORAGE
(B) – DENOTES BALCONY
(T) – DENOTES TERRACE
(P) – DENOTES PLANTER
– – – DENOTES ELEVATED STORAGE. FORMS PART OF THE ADJOINING LOT

(A) – EASEMENT FOR FIRE WATER SUPPLY
(B) – EASEMENT FOR PUMP ROOM SERVICES
(C) – EASEMENT FOR FIRE WATER SUPPLY OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION)
(D) – EASEMENT FOR TELECOMMUNICATION SERVICES OVER EXISTING LINE OF WIRES (APPROXIMATE POSITION)
(E) – EASEMENT FOR ELECTRICITY PURPOSES

SURVEYOR Name: DAVID CRAIG WALLACE Date: 19/12/2016 Reference: 150364SPA	STRATA PLAN OF SUBDIVISION OF LOTS 14 AND 18 IN SP 93535 AND CREATION OF EASEMENTS OVER COMMON PROPERTY IN SP 93535.	LGA: INNER WEST Locality: ST PETERS Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18.7.2017	SP95826

Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:2 of 9
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SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheet(s)

Office Use Only

Registered: 18.7.2017

Office Use Only

SP95826

STRATA PLAN OF SUBDIVISION OF LOTS 14 AND 18 IN SP 93535 AND CREATION OF EASEMENTS OVER COMMON PROPERTY IN SP 93535

LGA: Inner West
Locality: St Peters
Parish: Petersham
County: Cumberland

This is ***FREEHOLD/*~~LEASEHOLD~~** Strata Scheme

Surveyor's Certificate

I, David Craig Wallace of Monteath & Powys Pty Ltd, being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*~~The building encroaches on:~~

*~~(a) a public place~~

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

Signature: .....

Date: 9-6-17

Surveyor ID 7663

Surveyor's Reference: 150364SPA

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I DENNIS LWKER being an Accredited Certifier, accreditation number BPB0232, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 or 59 *Strata Schemes Development Act 2015*.

*~~(a) This plan is part of a development scheme~~.

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 68 *Strata Schemes Development Act 2015*~~.

Certificate Reference: 022016-A/14/18

Relevant Planning Approval No.: 20013 00249

issued by: LAND & ENVIRONMENT COURT

Signature: .....

Date: 14 JUNE 2017

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Surveyors Ref: 150364SPA

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ePlan

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 18.7.2017	SP95826

VALUER'S CERTIFICATE

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

Signature: N. Cesta Date 8-6-2017

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	43
2	41
3	43
4	43
5	43
6	43
7	43
8	45
9	56
10	56
11	56
12	56
13	62

LOT	UNIT ENTITLEMENT
15	62
16	43
17	46
19	23
20	17
21	17
22	17
23	39
24	20
25	60
26	26
Total	1,000

Surveyor's Reference: 150364SPA

Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:4 of 9
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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 18.7.2017	SP95826

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Pursuant to Section 88B of the Conveyancing Act 1919, it is intended to create:-

1. Easement for Fire Water Supply.
2. Easement for Fire Pump Services.
3. Easement for Fire Water Supply over Existing Line of Pipes.
4. Easement for Telecommunication Services over Existing Line of Cables.
5. Easement for Electricity Purposes.

Surveyor's Reference: 150364SPA

Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:5 of 9
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ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 18.7.2017	SP95826

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Darryl Lynne Ligoff

.....
Signature

.....
Signature of Witness

Maxwell Bradley Menzies
Solicitor
74 Kameruka Road
Northbridge NSW 2063
Name of Witness

.....
Address of Witness

Surveyor's Reference: 150364SPA

Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:6 of 9
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 18.7.2017	SP95826

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Executed by **St Peters Apartments Pty Limited** (ACN 169 095 265) in accordance with section 127 of the Corporations Act 2001 (Cth) by:

.....	.....
Signature of Director	Signature of ~~Secretary~~ Director
RONALD DODD	JUN ZHANG
Name of Director	Name of ~~Secretary~~ Director

Surveyor's Reference: 150364SPA

Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:7 of 9
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ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 7 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 18.7.2017	SP95826

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Signed on behalf of **Westpac Bank Corporation**)
(ABN 33 007 457 141) by its **attorney** under)
Power of Attorney Registered No.)
Book)

.....	.....
Signature of Witness	Signature of Attorney
.....	.....
Print name of Witness	Name of Attorney
.....	.....
Address of Witness	Authority/Position of Attorney

Signed for and on behalf of
Westpac Banking Corporation
ABN 33 007 457 141
by its Tier Three Attorney

Signature of Attorney:.....
Name of Attorney: Michael Smith
Power of Attorney registered
Book 4299 no. 332
Who is personally known to me.

Signature of Witness:.....
Name of Witness: Angela Maria Daw
Address: 4-16 Montgomery Street Kogarah NSW 2217

Surveyor's Reference: 150364SPA

Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:8 of 9
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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 18.7.2017	SP95826

This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Certificate of Owners Corporation

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.~~

Agreeing to Subdivision

The owners corporation certifies that on 20th December 2016 it passed:-

- ~~A special resolution agreeing to the proposed subdivision, which involves common property, illustrated on the plan herewith.~~
- A resolution agreeing to the proposed subdivision, which does not involve common property, illustrated on the plan herewith.

Agreeing to Schedule of Unit Entitlement

The owners corporation certifies that on 20th December 2016 it passed a special resolution agreeing to each unit entitlement and the aggregate unit entitlement shown in the schedule attached to this certificate.

The seal of The Owners – Strata Plan No. 93535 was affixed on 17/7/17 in the presence of the following person(s) authorised by Section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 93535 Common Seal

Signature: ..... Name: Denis FERGUSON Authority: MANAGER

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

Surveyor's Reference: 150364SPA

Req:R977513 /Doc:SP 0095826 P /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:9 of 9
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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 8 sheet(s)
Office Use Only Registered: 18.7.2017		Office Use Only SP95826

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 20th December 2016 it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015,* authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under Section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with Section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of The Owners – Strata Plan No. 93535 was affixed on 18. APRIL. 2017 in the presence of the following person(s) authorised by Section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: CRAIG FERGUSON Authority: STRATA MANAGER

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

THE OWNERS - STRATA PLAN No. 93535
Common Seal

Surveyor's Reference: 150364SPA

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:1 of 9
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.[2]

Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No 022016 - 4/14/18

Full name and address of the owner of the land:

The Owners – Strata Plan No. 93535
44-56 May Street
St Peters

NSW 2044

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Fire Water Supply	Common Property SP 93535	Common Property SP 93534
2	Easement for Fire Pump Services	Common Property SP 93535	Common Property SP 93534
3	Easement for Fire Water Supply over Existing Line of Pipes	Common Property SP 93535	Common Property SP 93534
4	Easement for Telecommunication Services over Existing Line of Cables	Common Property SP 93535	Common Property SP 93534
5	Easement for Electricity Purposes	Common Property SP 93535	Common Property SP 93534

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:2 of 9
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Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No 022016-4/14/18

Part 2 (Terms)

1. Terms of Easement for Fire Water Supply numbered 1 in the Plan and Easement for Fire Water Supply over Existing Line of Pipes numbered 3 in the Plan

1.1 The owner of the lot benefitted may:-

a) Run water in pipes through the lot burdened but only within the site of the easement.

b) Do anything reasonably necessary for that purpose including:-

- Entry into lot burdened.
- Taking anything onto lot burdened.
- Carrying out works such as construction, replacing, repairing and maintaining pipes and equipment.

1.2 In exercising those powers, the owner of lot benefitted must:-

a) Ensure all work is done properly.

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

c) Cause as little damage as is practicable to lot burdened and any improvement on it.

d) Restore the lot burdened as nearly as practicable to its former condition.

e) Make good any collateral damage.

1.3 If the owner of lot burdened carries out maintenance or replacement works on the pipes within the easement, then the owner of lot benefited will contribute to such maintenance and replacement as required by the by-laws of Strata Plan 93534 and 93535.

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:3 of 9
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Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No 022016 - 4/14/18

2. Terms of Easement for Pump Room Services numbered 2 in the Plan

2.1 Situated on the easement site are water pumps, pipe lines, cables or wires to convey electricity, and other apparatus and appurtenances which are required for the pumping of water for fire fighting purposes.

2.2 The owner of the lot benefitted has the right to:-

a) Have use of the water that is conveyed through the pump station.

b) To enter upon the easement site with other authorised persons to repair, inspect, renew, replace, maintain any of the equipment within the easement.

2.3 The owner of the lot benefitted will contribute to the maintenance of the fire pump room in accordance with the by-laws of Strata Plan 93534 and Strata Plan 93535.

2.4 Any costs associated with an emergency call out to fight a fire in one of the buildings will be met by the Owners Corporation of that building.

3. Terms of Easement for Telecommunication Services numbered 4 in the Plan

3.1 The owner of the lot benefitted and its authorised users may:-

a) Utilise a telecommunication service constructed on the lot burdened within this easement.

b) Use the lot burdened but only within the easement to provide telecommunication services to and from the lot benefitted.

c) Do anything reasonably necessary to the purposes including:-

i) Enter the lot burdened.

ii) Take anything onto lot burdened; and

iii) Carry out work such as construction, replacing, repairing or maintaining cables, wires, cable trays, structures or equipment.

3.2 The owner of the lot benefitted is to contribute to the maintenance and operation of the telecommunication cables within the easement in accordance with the by-laws of Strata Plan 93534 and Strata Plan 93535.

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:4 of 9
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Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No 022016 - 4/14/18

4. Easement for Electricity Purposes numbered 5 in the Plan

4.1 The site of the easement contains wires, cables, conduits, meters, switches, switch gear, fuses, control equipment, transformers, signalling equipment.

4.2 The owner of the lot benefitted and those authorised by the owner may:-

a) Use the lot burdened but only within the easement site to provide electricity supply to the lot benefitted.

b) Do anything reasonably necessary for the purpose including:-

i) Enter the lot burdened;

ii) Take anything onto lot burdened; and

iii) Carry out work such as construction, replacing, repairing or maintaining pipes, wires, cables, ducts, conduits.

4.3 The owner of the lot benefitted is to contribute to the maintenance and operation of the electricity meter room within the easement in accordance with the by-laws of Strata Plan 93534 and Strata Plan 93535.

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:5 of 9
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Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No 022016-4/14/18

Certificate of Owners Corporation

Creating a Benefit or Releasing a Burden

The owners corporation certifies that on 20th December 2016 it passed an ordinary resolution, pursuant to Section 34(2) *Strata Schemes Development Act 2015,* accepting the dealing or plan and Section 88B Instrument with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under Section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

The seal of The Owners – Strata Plan No. 93534 was affixed on 18 APRIL 2017 in the presence of the following person(s) authorised by Section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Name: CRAIG FERGUSON Authority: STRATA MANAGER.

Signature: Name: Authority:

THE OWNERS - STRATA PLAN No. 93534 Common Seal

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:6 of 9
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Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No 022016-4/14/18

Certificate of Owners Corporation

The seal of The Owners – Strata Plan No. 93535 was affixed on 18TH APRIL 2017 in the presence of the following person(s) authorised by Section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [signature] Name: CRAIG FERGUSON Authority: STRATA MANAGER

Signature: Name: Authority:



Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:7 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:261806

Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No. 022016 - 4/14/18

Darryl Lynne Ligoff

.....
Signature

.....
Signature of Witness

.....Maxwell Bradley Menzies
Name of Witness

Solicitor
74 Kameruka Road
Northbridge NSW 2063

.....
Address of Witness

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:8 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:261806

Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No 022016 - 4/14/18

Executed by **St Peters Apartments Pty Limited** (ACN 169 095 265) in accordance with section 127 of the Corporations Act 2001 (Cth) by:

.....
Signature of Director

.....
Signature of ~~Secretary~~ Director

RONALD PADO
.....
Name of Director

JUN ZHANG
.....
Name of ~~Secretary~~ Director

Req:R977510 /Doc:SP 0095826 B /Rev:19-Jul-2017 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:9 of 9
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Plan: SP95826

Strata Plan of Subdivision of Lots 14 and 18 in SP 93535 and Creation of Easements over Common Property in SP 93535 covered by Strata Certificate No. 022016 - 4/14/16

Signed on behalf of **Westpac Bank Corporation (ABN 33 007 457 141)** by its **attorney** under Power of Attorney Registered No. Book)

..... Signature of Witness	..... Signature of Attorney
..... Print name of Witness	..... Name of Attorney
..... Address of Witness	..... Authority/Position of Attorney

Signed for and on behalf of
Westpac Banking Corporation
ABN 33 007 457 141
by its Tier Three Attorney

Signature of Attorney: .....

Name of Attorney: .....Michael Smith.....

Power of Attorney registered
Book 4299 no. 332
Who is personally known to me.

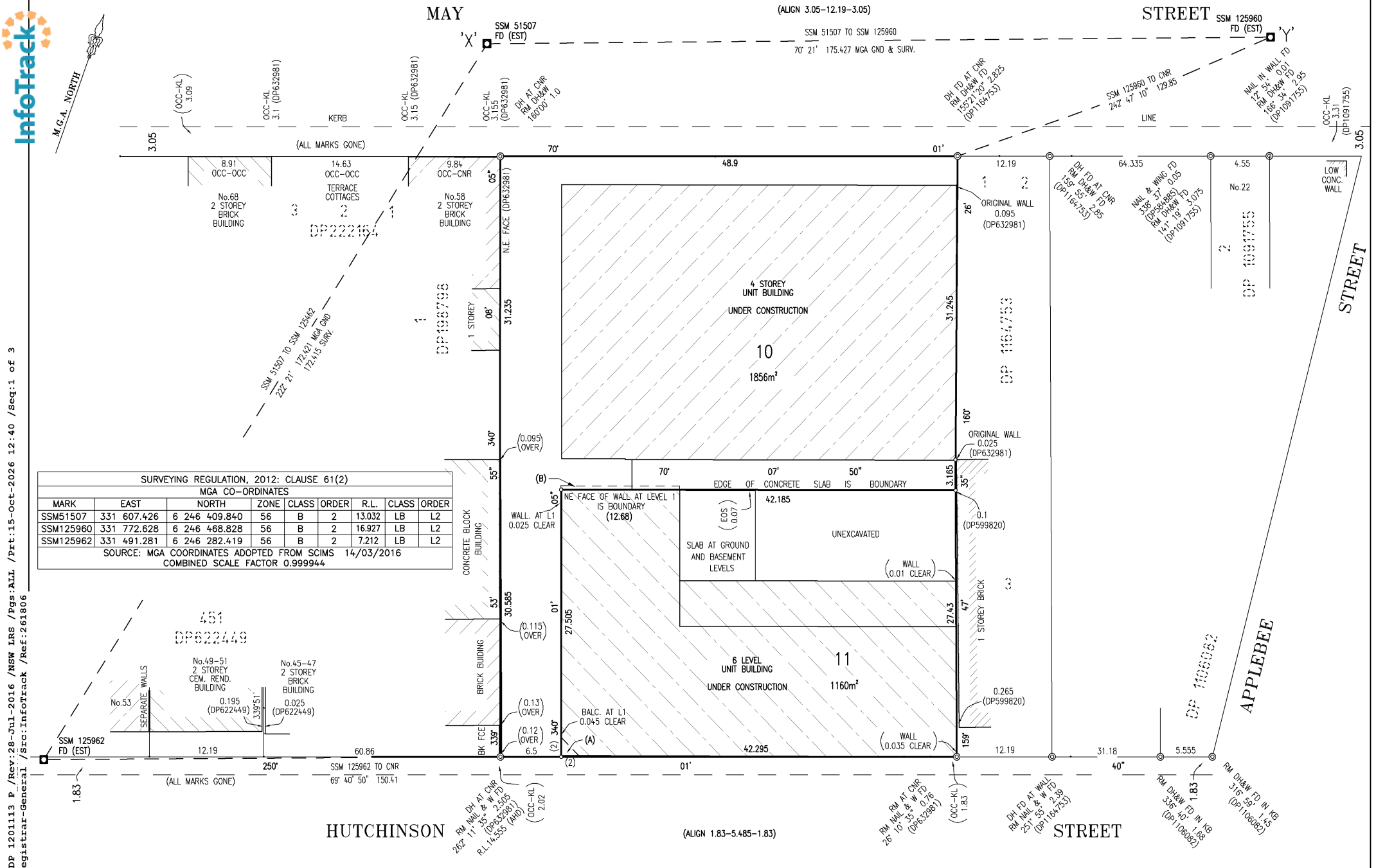
Signature of Witness: .....

Name of Witness: .....

Address: 4-16 Montgomery Street Kogarah NSW 2217

REGISTERED	18.7.2017

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet No. 1 of 1 Sheets



SURVEYING REGULATION, 2012: CLAUSE 61(2)								
MGA CO–ORDINATES								
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
SSM51507	331 607.426	6 246 409.840	56	B	2	13.032	LB	L2
SSM125960	331 772.628	6 246 468.828	56	B	2	16.927	LB	L2
SSM125962	331 491.281	6 246 282.419	56	B	2	7.212	LB	L2
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 14/03/2016 COMBINED SCALE FACTOR 0.999944								

EASEMENTS
(A) – RESTRICTION ON THE USE OF LAND
(B) – EASEMENT FOR OVERHANG 0.4 WIDE

Surveyor: IVAN VICTOR STERLIGOV Date of Survey: 14/03/2016 Surveyor's Ref: 16043–SUB1	PLAN OF SUBDIVISION OF LOT 101 DP632981	LGA: INNER WEST Locality: ST PETERS Subdivision No: SC201500015 Lengths are in metres. Reduction Ratio 1:250	REGISTERED 27.7.2016	DP1201113

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

19 Hutchinson St Plan of Sub.dwg

InfoTrack
Req:R977506 /Doc:DP 1201113 P /Rev:28-Jul-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:40 /Seq:1 of 3
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Req:R977506 /Doc:DP 1201113 P /Rev:28-Jul-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:40 /Seq:2 of 3
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PLAN FORM 6 (2013) **WARNING: Creasing or folding will lead to rejection** ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 27.7.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1201113

PLAN OF SUBDIVISION OF LOT 101 D.P.632981

LGA: ~~MARRICKVILLE~~ INNER WEST

Locality: ST PETERS

Parish: PETERSHAM

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, HARJEET ATWAL

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

Signature: .....

Accreditation number: .....

Consent Authority: MARRICKVILLE COUNCIL

Date of endorsement: 9 MAY 2016

Subdivision Certificate number: SC20150000015

File number: DA201300249

*Strike through if inapplicable.

Survey Certificate

I, IVAN VICTOR STERLIGOV .....

of C-SIDE SURVEYORS PTY LTD .....

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 14/03/2016.....

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

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

Signature: ..... Dated: 23/3/16

Surveyor ID: 7639.....

Datum Line: 'X'-'Y'.....

Type: *Urban/*~~Rural~~

The terrain is *Level-Undulating / *~~Steep Mountainous~~.

*Strike through if inapplicable.

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

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR OVERHANG 0.4 WIDE

Plans used in the preparation of survey/~~compilation.~~

DP 198798 DP 1164753

DP 222164

DP 622449

DP 632981

DP 1091755

DP 1106082

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 16043-SUB1

Req:R977506 /Doc:DP 1201113 P /Rev:28-Jul-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:40 /Seq:3 of 3
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 27.7.2016

Office Use Only

DP1201113

PLAN OF SUBDIVISION OF LOT 101 D.P.632981

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

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

Subdivision Certificate number: SC201500015

Date of Endorsement: 9 MAY 2016

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
10	44-56	MAY	STREET	ST PETERS
11	19	HUTCHINSON	STREET	ST PETERS

EXECUTED FOR AND ON BEHALF OF ST PETERS APARTMENTS PTY LTD ACN (169 095 265)

SIGNATURE Ronald Dadd Name of Director

Jan Zhang Name of Secretary.

IN PRESENCE OF:

Project Manager

SIGNATURE OF WITNESS

Sean Xiao

NAME AND ADDRESS

343 Pacific Hwy North Sydney

Land and Property Information
NEW SOUTH WALES

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

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

Signature of witness:
Name of witness: Pat Pinney
Address of witness: 201 Sussex St Sydney

Signature of attorney:
Attorney's name: Antoine Gallagher
Attorney's position: Risk Executive
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney -Book: 4548 No: 494

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16043-SUB1

Req:R977507 /Doc:DP 1201113 B /Rev:28-Jul-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:1 of 5
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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.[2]

Plan: DP1201113

Plan of Subdivision of Lot 1 DP632981 covered by Subdivision Certificate No. SC2015/00015

Full name and address of the owner of the land:

St Peters Apartments Pty Ltd
343 Pacific Highway
NORTH SYDNEY NSW 2060

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land	Part 11 designated (A)	Marrickville Council
2	Restriction on the Use of Land	11	Marrickville Council
3	Easement for overhang 0.4 wide	10	11

Part 2 (Terms)

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

   No part of any building is to be constructed within that part of Lot 11 designated (A) on the plan below a level of RL 19.5 metres A.H.D. This restriction is in accordance with Clause 41 of the Land and Environment order dated 8th November 2013 and it provides for an appropriate sight distance at the new road intersection.

Req:R977507 /Doc:DP 1201113 B /Rev:28-Jul-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:2 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:261806

Plan: DP1201113

Plan of Subdivision of Lot 1 DP632981 covered by Subdivision Certificate No. SC201500015

2. Terms of Restriction on the Use of Land numbered 2 in the plan.

The gross floor area of a building on the burdened lot cannot be increased from that approved in the Land and Environment Court order dated 8th November 2013. The definition of the gross floor area is:-

The sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:

(a) the area of a mezzanine, and
(b) habitable rooms in a basement or an attic, and
(c) any shop, auditorium, cinema, and the like, in a basement or attic,

but excludes:

(d) any area for common vertical circulation, such as lifts and stairs, and
(e) any basement:
  (i) storage, and
  (ii) vehicular access, loading areas, garbage and services, and
(f) plant rooms, lift towers and other areas used exclusively for mechanical services or ducting, and
(g) car parking to meet any requirements of the consent authority (including access to that car parking), and
(h) any space used for the loading or unloading of goods (including access to it), and
(i) terraces and balconies with outer walls less than 1.4 metres high, and
(j) voids above a floor at the level of a storey or storey above.

Name of Person or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered 1 and 2 in the plan:

Marrickville Council

Req:R977507 /Doc:DP 1201113 B /Rev:28-Jul-2016 /NSW LRS /Pgs:ALL /Prt:15-Oct-2026 12:41 /Seq:3 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:261806

Plan: DP1201113

Plan of Subdivision of Lot 1 DP632981 covered by Subdivision Certificate No SC201500015

EXECUTED for and on behalf of **ST PETERS APARTMENTS PTY LTD**

Signature of Director

Signature of Secretary

RONALD DADD

Name of Director

Jun Zhang

Name of Secretary

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Plan: DP1201113

Plan of Subdivision of Lot 1 DP632981 covered by Subdivision Certificate No. SC 2015 00015

EXECUTED for an on behalf of **COMMONWEALTH BANK OF AUSTRALIA** by:

Land and Property Information
NEW SOUTH WALES

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

Signature of witness: .....
Name of witness: Pat Pimentel
Address of witness: 201 Sussex St Sydney

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

Signature of attorney: .....
Attorney's name: Antoine Gallagher
Attorney's position: Risk Executive
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney -Book: 4548 No: 484

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ePlan

Plan: DP1201113

Plan of Subdivision of Lot 1 DP632981
covered by Subdivision Certificate
No. SC2015/00015

EXECUTED for and on behalf of
MARRICKVILLE COUNCIL by:

Signature ~~of Witness~~

Signature of Authorised Officer

Joseph Bertacco
Name of Witness

TEAM LEADER, DEVELOPMENT ASSESSMENT,
HARJEET ATWAL - MARRICKVILLE COUNCIL
Authorised Officer's Name

2-14 Fisher St, Petersham NSW
Address of Witness

REGISTERED 27.7.2016

This is Sheet 5 of a 5 Sheet Instrument – (15/0364 – Stage 1)

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5050

Form: 15CH
Release: 1·0

30/8

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AN289011C

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
Strata Plan No. 93534

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	659M SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400	CH
	Reference:	

(C) The Owners-Strata Plan No. 93534 certify that pursuant to a resolution passed on 11/12/2017 and

(D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 42
Amended by-law No. NOT APPLICABLE
as fully set out below:

OFF SG
CDBL AM485746
ON CDBL

RELODGED
-6 SEP 2018
TIME: 11

THE OWNERS - STRATA PLAN No. 93534
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

(G) The seal of The Owners-Strata Plan No. 93534 was affixed on 20/12/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [signature]
Name: Craig Ferguson
Authority: Director

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1612

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Annexure A

The Consolidation of By-laws for Strata Plan No. 93534

19 Hutchinson Street

St Peters

Signed by: .....

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BY-LAW 1: NOISE

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

BY-LAW 2: VEHICLES

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

BY-LAW 3: OBSTRUCTION OF COMMON PROPERTY

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

BY-LAW 4: DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

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

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

BY-LAW 5: DAMAGE TO COMMON PROPERTY

5(1). An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

5(2). An approval given by the owners corporation under sub clause (1) cannot authorise any additions to the common property.

5(3). This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

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

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(c) any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property

5(4). Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5(5). The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in sub clause (3) that forms part of the common property and that services the lot.

BY-LAW 6: BEHAVIOUR OF OWNERS AND OCCUPIERS

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

BY-LAW 7: CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

7. 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, pool, barbeque, gym, car parking area or other area of possible danger or hazard to children.

BY-LAW 8: BEHAVIOUR OF INVITEES

8. 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

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

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BY-LAW 10: HANGING OUT OF WASHING

10(1). An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only by hung for a reasonable period.

10(2). An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

10(3). An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

10(4). In this clause:

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

BY-LAW 11: PRESERVATION OF FIRE SAFETY

11. 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 12: CLEANING WINDOWS AND DOORS

12(1). Except in the circumstances referred to in Clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

12(2). The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

BY-LAW 13: STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

13(1). An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

13(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.

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BY-LAW 14: MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

14(1). An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14(2). An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property in a specified manner.

14(3). If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

BY-LAW 15: CHANGES TO FLOOR COVERINGS AND SURFACES

15(1). An owner or occupier of Lots 5 to 126 must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

15(2). This by law does not affect any requirement under any law to obtain a consent to, approval for any other authorisation for the changing of the floor covering or surface concerned.

BY-LAW 16: FLOOR COVERINGS

16(1). The owners of Lots 5 to 126 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.

16(2). This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

BY-LAW 17: GARBAGE DISPOSAL

17(1). An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

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(b) must ensure that before refuse, recyclable material or waste are 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

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

(e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

17(2). Sub clause (1) 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.

17(3). An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before 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 promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

17(4). Sub clause (3) 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.

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BY-LAW 18: KEEPING OF ANIMALS

18(1). 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 fish kept in a secure aquarium on the lot) on the lot or the common property.

18(2). The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

18(3). If an owner or occupier of a residential lot keeps a cat, small dog or a small caged bird on the lot then the owner or occupier 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.

BY-LAW 19: APPEARANCE OF LOT

19(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.

19(2). This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

BY-LAW 20: CHANGE IN USE OF LOT TO BE NOTIFIED

20. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes rather than residential purposes).

BY-LAW 21: PREVENTION OF HAZARDS

21. 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.

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BY-LAW 22: PROVISION OF AMENITIES OR SERVICES

22(1). The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of the lots:

(a) security services,

(b) promotional services,

(c) advertising,

(d) commercial cleaning,

(e) domestic services,

(g) garbage disposal and recycling services,

(h) electricity, water or gas supply,

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

22(2). If the owners corporation makes a resolution referred to in sub 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.

BY-LAW 23: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

23(1). The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited.

23(2). The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

BY-LAW 24: SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

24. A document may 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 25: COMMON COURTYARD

25. The owners and occupiers for the time of Lots 4 to 35 inclusive shall be entitled to the exclusive use and enjoyment of the common courtyard (which excludes the children's play area and the clothesline) located on the ground floor and such exclusive use and enjoyment is granted on the following terms and conditions:

(a) such owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the common courtyard and any of its amenities, furniture and utilities such as electricity and water installations,

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(b) all costs associated related to the matters described in sub clause (a) will be shared between the owners of Lots 4 to 35 in accordance with their respective unit entitlements,

(c) the common courtyard may only be used between the hours of 8:00am and 9:00pm or other hours nominated by the Executive Committee,

(d) the use of the common courtyard is subject to the control and direction of the Executive committee,

(e) every person who uses the common courtyard must abide by By-laws 6, 7, 8 and 9,

(f) the owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

BY-LAW 26: CHILDRENS PLAY AREA

26. The owners and occupiers for the time of Lots 4 to 35 inclusive shall be entitled to the exclusive use and enjoyment of the children's play area adjacent to the common courtyard located on the ground floor and such exclusive use and enjoyment is granted on the following terms and conditions:

(a) only children under the age of 13 can use the children's play area and they must be, at all times, accompanied by an adult,

(b) such owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair the children's play area including the play equipment, seating and its amenities and utilities such as electricity and water installations,

(c) all costs associated related to the matters described in sub clause (a) will be shared between the owners of Lots 4 to 35 in accordance with their respective unit entitlements,

(d) the children's play area may only be used between the hours of 8:00am and 9:00pm or other hours nominated by the Executive Committee,

(e) the use of the common barbecue area is subject to the control and direction of the Executive Committee or any manager appointed by the Executive Committee;

(f) every person who uses the children's play area must abide by By-laws 6, 8 and 9.

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(g) the owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

BY-LAW 27: CLOTHES LINE

27. The owners and occupiers for the time of Lots 9 to 11, 17 to 19, 25 to 27 and 33 to 35 shall be entitled to the exclusive use and enjoyment of the clothes line located on the ground floor in the courtyard and such exclusive use and enjoyment is granted on the following terms and conditions:

(a) the owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the clothes line,

(b) all costs associated related to the matters described in sub clause (a) will be shared between the owners of Lots 9 to 11, 17 to 19, 25 to 27 and 33 to 35 in accordance with their respective unit entitlements,

(c) the clothes line may only be used between the hours of 6:00am and 8:00pm or other hours nominated by the Executive Committee,

(d) the use of the clothes line is subject to the control and direction of the Executive Committee,

(e) the owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

BY-LAW 28: USE OF COMMERCIAL PREMISES

28. In accordance with the modified Land & Environment Court Order 10604 of 2013 issued by Marrickville council on the 4th February 2016 Lots 1, 2 and 3 can only be used for commercial purposes which must be specifically for a creative purpose such as media, advertising, fine arts and craft, design, film and television, music, publishing, performing arts, cultural heritage institutions or related purposes.

BY-LAW 29: STORMWATER DETENTION FACILITY

29(1). The stormwater detention facility which exists within the building shall not be altered or removed without the written approval of Inner West Council.

29(2). The owners corporation is to maintain the stormwater detention facility in a good working condition.

29(3). Inner West council employees are to be allowed to access, for inspection, upon reasonable notice and the owners corporation is to comply with any notices issued by council regarding any rectification or maintenance works which are required to be carried out for compliance purposes.

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29(4). In the event of the owners corporation not complying with a notice from council, council or its authorised agents may enter and carry out the specified work and recover the costs due.

BY-LAW 30: MAINTENANCE OF THE BUILDING

30. Unless otherwise specified in these by-laws, the responsibility for maintenance of components of the building will be as stipulated in Memorandum AG520000 which was registered at the Office of Land and Property Information in October 2011. Any item of common property not mentioned in the said memorandum is to be maintained by the owners corporation.

BY-LAW 31: OWNERS CORPORATION'S WRITTEN CONSENT FOR A DEVELOPMENT APPLICATION

31(1). If an owner of a lot is proposing to develop the lot and if such development includes common property which is external to the boundaries of the lot then the owner must obtain written consent from the owners corporation. The written consent must state that the owners corporation agrees with a development application/s being lodged with the relevant consent authority and other relevant government agencies.

31(2). If an owner of a lot is proposing to develop the lot and if such development does not include common property which is external to the boundaries of the lot and the proposed development will not affect the structural integrity of the building then the owner is not required to obtain written consent from the owners corporation regarding the proposed development. This clause is in accordance with the Court of Appeal decision in the matter of owners Strata Plan No 50411 v Cameron North Sydney Investments Pty Ltd.

BY-LAW 32: SIGNAGE

32. The owners of Lots 1, 2 and 3 are permitted to fit / affix commercial signage to the common property immediately adjacent to their respective lot, that signage is to take the form of window signage and / or one sign per lot affixed to the facade of the building at ground floor level. This by-law is granted under the following terms and conditions:-

(a) the owners corporation is obliged to provide its written permission for a sign to be affixed, in a position described above, providing that the signage is in accordance with the consent authority's guidelines,

(b) that all necessary approvals are obtained by the lot owner from the relevant Government and Statutory Bodies prior to affixing the relevant signage,

(c) that the cost of affixing, maintaining and insuring the signage is to be the responsibility of the lot owner;

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(d) that should the signage fall into a state of disrepair then the owner of the relevant lot shall remove or repair the sign and where necessary restore the common property to its condition prior to the sign being affixed. Should this not occur then the owners corporation may remove or repair the relative signage and restore the common property to its condition prior to the sign being affixed and recover such costs from the owner of the relevant lot,

(e) the cost of the electricity for any illuminated sign is to be met by the relevant lot owner.

BY-LAW 33: COMMERCIAL LIGHTING

33. The owners of Lots 1, 2 and 3 are permitted to install lighting fixtures to the common property immediately adjacent to their respective lot for purpose related to the commercial activity being carried within their lot. Any lighting fixture attached to the facade of the building is to be not above the Level 1 floor level. This by-law is granted under the following terms and conditions:-

(a) the owners corporation is obliged to provide its written permission for a sign to be affixed, in a position described above, providing that the signage is in accordance with the consent authority's guidelines,

(b) that all necessary approvals are obtained by the lot owner from the relevant Government and Statutory Bodies prior to affixing the relevant signage,

(c) that the cost of affixing, maintaining and insuring the signage is to be the responsibility of the lot owner,

(d) that should the signage fall into a state of disrepair then the owner of the relevant lot shall remove or repair the sign and where necessary restore the common property to its condition prior to the sign being affixed. Should this not occur then the owners corporation may remove or repair the relative signage and restore the common property to its condition prior to the sign being affixed and recover such costs from the owner of the relevant lot,

(e) the cost of the electricity for any illuminated sign is to be met by the relevant lot owner.

BY-LAW 34: STORMWATER TREATMENT FACILITY

34(1). The owners corporation shall be responsible for maintaining the stormwater treatment facility as outlined in the approved Water Sensitive Urban Design maintenance plan.

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34(2). The owners corporation shall have the stormwater quality treatment facility inspected annually by a competent person and much provide to the inspector a copy of the approved Water Sensitive Urban Design maintenance plan so that the results of the annual inspection can be recorded in the maintenance plan schedule.

34(3). Inner West Council shall have the right to enter the building at all reasonable times to inspect, construct, install, clean, repair and maintain in good working order all elements of the stormwater quality treatment facilities to ensure the water quality targets provided in the design of the system are achieved. Inner West Council reserves the right to recover the costs of any such works from the owners corporation.

BY-LAW 35: COMMERCIAL AIR CONDITIONING SYSTEMS

35(1). The owners for the time being of Lots 1, 2 and 3 shall have the right to the exclusive use and enjoyment of so much of the common property in the car parking area on the ground level of the building as is necessary to install, operate, maintain and, where necessary, replace the several works specified in this by-law, as well as so much of the common property as is necessary for the installation of the associated refrigeration lines, service conduits and air ducting, further noting that the associated refrigeration lines will traverse a number of parking lots.

In this by-law the expression "the several works" shall mean:

35(2). An air conditioning system including compressors, condensers, evaporators, fan coil units and any pad on which equipment is mounted to service the said lot. The Terms and Conditions are:-

(a) the several works are installed and kept in a good state of order and service and repair by a qualified Air Conditioning Engineer,

(b) all cost of operation, maintenance, repair and replacement of several works and any common property to which the installation is attached, shall be paid by the respective owner for the time being of Lots 1, 2 and 3,

(c) the relevant owner for the time being of Lots 1, 2 and 3 shall keep the air conditioning system in a state of good order and repair and shall ensure that no rust stains emanating there from affect any common property,

(d) in the event of the air conditioning system falling into a state of disrepair or into a state, which adversely affects the appearance of any part of the common property the relevant owner of Lots 1, 2 and 3 the time being will, if called upon by the owners corporation, replace the air conditioning system or carry out all repairs and maintenance deemed necessary by the owners corporation or any consultants engaged by or on behalf of the owners corporation, provided always that if the said owner for the time being does not undertake the restoration work within

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a reasonable time of being notified to do so by the owners corporation, the owner corporation after giving notice of its intention so to do, may engage a builder and / or trades people to carry out the appropriate work. The said owner for the time being will pay on demand the costs incurred by the owners corporation in carrying out such work,

(e) in the event of the said air conditioning system being removed either at the instigation of the an owner for the time being or the owners corporation, any part of the common property damaged or opened as a result of the installation or removal of the system will be restored to match the adjacent common property to the satisfaction of the owners corporation and such restoration shall be at the expense of the relevant owner for the time being of Lots 1, 2 and 3 or provided always that if the said owner for the time being does not undertake the restoration work within a reasonable time of being notified by the owners corporation, after giving due notice the owners corporation may engage a builder and / or trades people to carry out the appropriate work. The said owner for the time being will pay on demand the costs incurred by the owners corporation in carrying out such work,

(f) the installation of the air conditioning systems and associated equipment is to be insulated to a standard deemed adequate by the owners corporation against the transmission of noise and vibration either airborne through the building structure, or through the ground,

(g) the benefits, obligations and liabilities conferred by or accruing under and pursuant to the provisions of this by-law shall be for the benefit of and shall be binding upon the owners from time to time of Lots 1, 2 and 3.

BY-LAW 36: SHOP FRONTS

36. In accordance with the modified land and environment court order 10604 of 2013 issued by Marrickville Council on 4th February 2016, it is not permitted to erect roller shutters on the window display areas of Lots 1, 2 and 3.

BY-LAW 37: ACCOMMODATION RESTRICTION

37. Lots 4 - 35 can only be used as a single dwelling and cannot be adapted for the use as backpacker's accommodation, serviced apartments or a boarding house and also these lots cannot be used for any industrial or commercial purposes. These requirements are a condition of the modified land and 10604 of 2013 issued by Marrickville Council on 4th February 2016.

BY-LAW 38: SERVICE VEHICLES

38. All vehicles required for the servicing of the commercial and residential lots cannot exceed 6.4 metres in length.

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BY-LAW 39: EXTERNAL ARTWORK

39. In accordance with modified land and environment court order 10604 of 2013 issued by Marrickville Council on 4th February 2016 and approved piece of artwork has been installed on the western facade of the building overlooking the laneway. The owners corporation is responsible for the maintenance and general up keep of this artwork and it only can be replaced with a prior approval of Inner West Council.

BY-LAW 40: FIREFIGHTING SERVICES

40(1). The firefighting services which are shared between the two buildings and which are located within Strata Plan 93535 include the fire hydrant installation, fire pump room, the fire water supply pipe line and the telecommunication cable which alerts the pump room if there is a fire in the adjacent building which is Strata Plan 93534. It is appropriate that since both buildings rely on this firefighting service that both buildings contribute equally to the operation maintenance of the said facilities.

40(2). The firefighting services which are located within Strata Plan 93535 but are also used by Strata Plan 93534 include:-

a) The fire hydrant installation of May Street.

b) Pump room adjacent to the entry lobby.

c) The pipe line system that connects from the pump room to the adjacent building which is known as Strata Plan 93534.

d) The telecommunication cable which connects from the adjacent building to the pump room and transmits an alert if a fire is in the adjacent building.

40(3). The firefighting services are part of the common property of Strata Plan 93535 and the owners corporation of Strata Plan 93534 of this building is responsible for the operation and maintenance of these facilities.

40(4). All these facilities are within several easements which have been created in favour of Strata Plan 93534 and these easements obligate Strata Plan 93534 to contribute to the cost of the general operation, maintenance, management and replacement of all of the above facilities.

40(5). The owners corporation of Strata Plan 93535 will have the ongoing responsibility for the operation, maintenance, management and replacement of the firefighting services. The owners corporation of Strata Plan 93534 will be obligated to contribute 50% of the costs relating to the operation, maintenance, management and replacement of these facilities.

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40(6). On a quarterly basis the owners corporation of Strata Plan 93535 will submit an invoice to the owners corporation of Strata Plan 93534 for 50% of the costs of the past quarter for the operation, maintenance, management and replacement of firefighting services.

40(7). Any costs associated with an emergency call out to fight a fire in one of the buildings will be met by the owners corporation of that building.

BY-LAW 41: ELECTRICITY METER ROOM

41(1). The electricity meter room which is within Strata Plan 93535 contains the 'electricity equipment' which supplies electricity to Strata Plan 93535 and Strata Plan 93534.

41(2). The 'electricity equipment' includes but is not limited to: wires, cables, conduits, meters, switches, switch gear, fuses, control equipment, transformers, signalling equipment.

41(3). The electricity meter room is covered by an easement in favour of Strata Plan 93534 and this easement obligates Strata Plan 93534 to contribute to the cost of the operation, maintenance, management and replacement of all of the above facilities.

41(4). Strata Plan 93535 will be responsible for the operation, maintenance and replacement of the 'electricity equipment' which is supplies electricity from the Ausgrid substation to the point where the electricity cables separate and supply electricity to the individual buildings. However, the owners corporation of Strata Plan 93534 is to contribute 50% of the costs associated with the operation, maintenance and replacement of such 'electricity equipment'. On a quarterly basis the owners corporation of Strata Plan 93535 will submit an invoice to the owners corporation of Strata Plan 93534 for 50% of the costs of the past quarter for the operation, maintenance, management and replacement such 'electricity equipment'.

41(5). The responsibility for the operation, maintenance and replacement of the 'electricity equipment' which is used exclusively to provide electricity to a building is that of the owners corporation of that building.

41(6). The owners corporation of Strata Plan 93535 will have the ongoing responsibility for the general operation, maintenance, management of the electricity meter room which will include cleaning and lighting. The owners corporation of Strata Plan 93534 shall contribute 50% of the costs relating to the general operation, maintenance, management and of the electricity room. On a quarterly basis the owners corporation of Strata Plan 93535 will submit an invoice to the owners corporation of Strata Plan 93534 for 50% of the costs of the past quarter for the operation, maintenance, management and replacement of the electricity room.

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BY-LAW 42: COMMON PROPERTY ELECTRICITY USAGE

42(1). All of the electricity used to service the common property of Strata Plan 43534 and the common property of Strata Plan 93535 is measured by one electrical meter. It is appropriate that the owners corporation for both buildings share the cost of this electrical consumption.

42(2). Based on the relative number of lots in each of the strata plans, the owners corporation of Strata Plan 93534 is responsible to pay 59% of the cost of the electrical consumption for the common property within the buildings known as Strata Plan 93535 and Strata Plan 93534 and the owners corporation of Strata Plan 93535 is responsible to pay 41% of the cost of the electricity consumed by the common property within both these buildings.

43(3). The owners corporation of Strata Plan 93534 will receive the invoices from the electrical provider and will send a copy of invoice to the owners corporation of Strata Plan 93535 who will, within 30 days, reimburse the owners corporation of Strata Plan 93534, 41% of the total amount payable shown on the invoice.

Signed by: .....

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FILM WITH AN 289011

Approved Form 10

Certificate Re: Initial Period

The owners corporation certifies that in respect of the strata scheme:

*That the initial period has expired.

~~*The original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners – Strata Plan No. 93534 was affixed on 14th May 2018 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: CRAIG FERGUSON Authority: DIRECTION

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

RELODGED

25 MAY 2018

TIME: 10.20

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Lodger Details

Lodger Code	506562H
Name	STRATA SPECIALIST LAWYERS
Address	PO BOX 515 ROSE BAY 2029
Lodger Box	1W
Email	COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU
Reference	3974

Land Registry Document Identification

AS653876

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/SP93534	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP93534

Other legal entity

Meeting Date

30/09/2022

Added by-law No.	
Details	43
Repealed by-law No.	
Details	N/A
Amended by-law No.	
Details	N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP93534
Signer Name	RONEN HOWARD
Signer Organisation	COLIN CUNIO SOLICITORS PTY. LTD.
Signer Role	PRACTITIONER CERTIFIER
Execution Date	22/11/2022

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STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 93534

CONSOLIDATED BY-LAWS

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This is page 1 of a total of 22 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 93534 was affixed on the 22nd **day of** November **2022 in the presence of:**

Authority: Strata Managing Agent

Signature: Electronic signature of me Paul Culbi
Affixed at my direction on 22/11/2022 at 08:00AM

Name: Paul Culbi

THE OWNERS STRATA PLAN NO 93534 The Common Seal of

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

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1 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.

2 Vehicles

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

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

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

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

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

5 Damage to Common Property

(1) An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(2) An approval given by the owners corporation under sub clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

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

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property

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

(5) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in sub clause (3) 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 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 in Building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, pool, barbeque, gym, 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 any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

10 Hanging Out of Washing

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

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

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(4) In this clause:

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

11 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.

12 Cleaning Windows and Doors

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

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

13 Storage of Inflammable Liquids and Other Substances and Materials

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

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

14 Moving Furniture and Other Objects on or through Common Property

(1) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(2) An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

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15 Changes to Floor Coverings and Surfaces

(1) An owner or occupier of Lots 5 to 126 must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by law does not affect any requirement under any law to obtain a consent to, approval for any other authorisation for the changing of the floor covering or surface concerned.

16 Floor Coverings

(1) The owners of Lots 5 to 126 must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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

17 Garbage Disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before refuse, recyclable material or waste are 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

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

(e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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(2) Sub clause (1) 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) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before 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 promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(4) Sub clause (3) 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.

18 Keeping of Animals

(1) 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 fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

(3) If an owner or occupier of a residential lot keeps a cat, small dog or a small caged bird on the lot then the owner or occupier 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.

19 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) 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.

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20 Change in Use of Lot to be Notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes rather than residential purposes).

21 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.

22 Provision of Amenities or Services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of the lots:

(a) security services,

(b) promotional services,

(c) advertising,

(d) commercial cleaning,

(e) domestic services,

(g) garbage disposal and recycling services,

(h) electricity, water or gas supply,

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

(2) If the owners corporation makes a resolution referred to in sub 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.

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.

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

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24 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

25 Common Courtyard

The owners and occupiers for the time of Lots 4 to 35 inclusive shall be entitled to the exclusive use and enjoyment of the common courtyard (which excludes the children's play area and the clothesline) located on the ground floor and such exclusive use and enjoyment is granted on the following terms and conditions:

(a) such owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the common courtyard and any of its amenities, furniture and utilities such as electricity and water installations,

(b) all costs associated related to the matters described in sub clause (a) will be shared between the owners of Lots 4 to 35 in accordance with their respective unit entitlements,

(c) the common courtyard may only be used between the hours of 8:00am and 9:00pm or other hours nominated by the Executive Committee,

(d) the use of the common courtyard is subject to the control and direction of the Executive committee,

(e) every person who uses the common courtyard must abide by By-laws 6, 7, 8 and 9,

(f) the owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

26 Childrens Play Area

The owners and occupiers for the time of Lots 4 to 35 inclusive shall be entitled to the exclusive use and enjoyment of the children's play area adjacent to the common courtyard located on the ground floor and such exclusive use and enjoyment is granted on the following terms and conditions:

(a) only children under the age of 13 can use the children's play area and they must be, at all times, accompanied by an adult,

(b) such owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair the children's play area including the play equipment, seating and its amenities and utilities such as electricity and water installations,

(c) all costs associated related to the matters described in sub clause (a) will be shared between the owners of Lots 4 to 35 in accordance with their respective unit entitlements,

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(d) the children's play area may only be used between the hours of 8:00am and 9:00pm or other hours nominated by the Executive Committee,

(e) the use of the common barbecue area is subject to the control and direction of the Executive Committee or any manager appointed by the Executive Committee;

(f) every person who uses the children's play area must abide by By-laws 6, 8 and 9.

(g) the owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

27 Clothes Line

The owners and occupiers for the time of Lots 9 to 11, 17 to 19, 25 to 27 and 33 to 35 shall be entitled to the exclusive use and enjoyment of the clothes line located on the ground floor in the courtyard and such exclusive use and enjoyment is granted on the following terms and conditions:

(a) the owners shall be responsible for the proper operation, maintenance, replacement and keeping in a state of good order and serviceable repair of the clothes line,

(b) all costs associated related to the matters described in sub clause (a) will be shared between the owners of Lots 9 to 11, 17 to 19, 25 to 27 and 33 to 35 in accordance with their respective unit entitlements,

(c) the clothes line may only be used between the hours of 6:00am and 8:00pm or other hours nominated by the Executive Committee,

(d) the use of the clothes line is subject to the control and direction of the Executive Committee,

(e) the owners corporation will provide the necessary management services in order to ensure that the terms and conditions of this by-law are fulfilled.

28 Use of Commercial Premises

In accordance with the modified Land & Environment Court Order 10604 of 2013 issued by Marrickville council on the 4th February 2016 Lots 1, 2 and 3 can only be used for commercial purposes which must be specifically for a creative purpose such as media, advertising, fine arts and craft, design, film and television, music, publishing, performing arts, cultural heritage institutions or related purposes.

29 Stormwater Detention Facility

(1) The stormwater detention facility which exists within the building shall not be altered or removed without the written approval of Inner West Council.

(2) The owners corporation is to maintain the stormwater detention facility in a good working condition.

(3) Inner West council employees are to be allowed to access, for inspection, upon reasonable notice and the owners corporation is to comply with any notices issued by

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council regarding any rectification or maintenance works which are required to be carried out for compliance purposes.

(4) In the event of the owners corporation not complying with a notice from council, council or its authorised agents may enter and carry out the specified work and recover the costs due.

30 Maintenance of the Building

Unless otherwise specified in these by-laws, the responsibility for maintenance of components of the building will be as stipulated in Memorandum AG520000 which was registered at the Office of Land and Property Information in October 2011. Any item of common property not mentioned in the said memorandum is to be maintained by the owners corporation.

31 Owners Corporation's Written Consent for a Development Application

(1) If an owner of a lot is proposing to develop the lot and if such development includes common property which is external to the boundaries of the lot then the owner must obtain written consent from the owners corporation. The written consent must state that the owners corporation agrees with a development application/s being lodged with the relevant consent authority and other relevant government agencies.

(2) If an owner of a lot is proposing to develop the lot and if such development does not include common property which is external to the boundaries of the lot and the proposed development will not affect the structural integrity of the building then the owner is not required to obtain written consent from the owners corporation regarding the proposed development. This clause is in accordance with the Court of Appeal decision in the matter of owners Strata Plan No 50411 v Cameron North Sydney Investments Pty Ltd.

32 Signage

The owners of Lots 1, 2 and 3 are permitted to fit I affix commercial signage to the common property immediately adjacent to their respective lot, that signage is to take the form of window signage and/or one sign per lot affixed to the facade of the building at ground floor level. This by-law is granted under the following terms and conditions:-

(a) the owners corporation is obliged to provide its written permission for a sign to be affixed, in a position described above, providing that the signage is in accordance with the consent authority's guidelines,

(b) that all necessary approvals are obtained by the lot owner from the relevant Government and Statutory Bodies prior to affixing the relevant signage,

(c) that the cost of affixing, maintaining and insuring the signage is to be the responsibility of the lot owner;

(d) that should the signage fall into a state of disrepair then the owner of the relevant lot shall remove or repair the sign and where necessary restore the common property to its condition prior to the sign being affixed. Should this not occur then the owners corporation may remove or repair the relative signage and restore the common

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property to its condition prior to the sign being affixed and recover such costs from the owner of the relevant lot,

(e) the cost of the electricity for any illuminated sign is to be met by the relevant lot owner.

33 Commercial Lighting

The owners of Lots 1, 2 and 3 are permitted to install lighting fixtures to the common property immediately adjacent to their respective lot for purpose related to the commercial activity being carried within their lot. Any lighting fixture attached to the facade of the building is to be not above the Level 1 floor level. This by-law is granted under the following terms and conditions:-

(a) the owners corporation is obliged to provide its written permission for a sign to be affixed, in a position described above, providing that the signage is in accordance with the consent authority's guidelines,

(b) that all necessary approvals are obtained by the lot owner from the relevant Government and Statutory Bodies prior to affixing the relevant signage,

(c) that the cost of affixing, maintaining and insuring the signage is to be the responsibility of the lot owner,

(d) that should the signage fall into a state of disrepair then the owner of the relevant lot shall remove or repair the sign and where necessary restore the common property to its condition prior to the sign being affixed. Should this not occur then the owners corporation may remove or repair the relative signage and restore the common property to its condition prior to the sign being affixed and recover such costs from the owner of the relevant lot,

(e) the cost of the electricity for any illuminated sign is to be met by the relevant lot owner.

34 Stormwater Treatment Facility

(1) The owners corporation shall be responsible for maintaining the stormwater treatment facility as outlined in the approved Water Sensitive Urban Design maintenance plan.

(2) The owners corporation shall have the stormwater quality treatment facility inspected annually by a competent person and much provide to the inspector a copy of the approved Water Sensitive Urban Design maintenance plan so that the results of the annual inspection can be recorded in the maintenance plan schedule.

(3) Inner West Council shall have the right to enter the building at all reasonable times to inspect, construct, install, clean, repair and maintain in good working order all elements of the stormwater quality treatment facilities to ensure the water quality targets provided in the design of the system are achieved. Inner West Council reserves the right to recover the costs of any such works from the owners corporation.

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35 Commercial Air Conditioning Systems

(1) The owners for the time being of Lots 1, 2 and 3 shall have the right to the exclusive use and enjoyment of so much of the common property in the car parking area on the ground level of the building as is necessary to install, operate, maintain and, where necessary, replace the several works specified in this by-law, as well as so much of the common property as is necessary for the installation of the associated refrigeration lines, service conduits and air ducting, further noting that the associated refrigeration lines will traverse a number of parking lots.

In this by-law the expression "the several works" shall mean:

(2) An air conditioning system including compressors, condensers, evaporators, fan coil units and any pad on which equipment is mounted to service the said lot. The Terms and Conditions are:-

(a) the several works are installed and kept in a good state of order and service and repair by a qualified Air Conditioning Engineer,

(b) all cost of operation, maintenance, repair and replacement of several works and any common property to which the installation is attached, shall be paid by the respective owner for the time being of Lots 1, 2 and 3,

(c) the relevant owner for the time being of Lots 1, 2 and 3 shall keep the air conditioning system in a state of good order and repair and shall ensure that no rust stains emanating there from affect any common property,

(d) in the event of the air conditioning system falling into a state of disrepair or into a state, which adversely affects the appearance of any part of the common property the relevant owner of Lots 1, 2 and 3 the time being will, if called upon by the owners corporation, replace the air conditioning system or carry out all repairs and maintenance deemed necessary by the owners corporation or any consultants engaged by or on behalf of the owners corporation, provided always that if the said owner for the time being does not undertake the restoration work within a reasonable time of being notified to do so by the owners corporation, the owner corporation after giving notice of its intention so to do, may engage a builder and/or trades people to carry out the appropriate work. The said owner for the time being will pay on demand the costs incurred by the owners corporation in carrying out such work,

(e) in the event of the said air conditioning system being removed either at the instigation of the an owner for the time being or the owners corporation, any part of the common property damaged or opened as a result of the installation or removal of the system will be restored to match the adjacent common property to the satisfaction of the owners corporation and such restoration shall be at the expense of the relevant owner for the time being of Lots 1, 2 and 3 or provided always that if the said owner for the time being does not undertake the restoration work within a reasonable time of being notified by the owners corporation, after giving due notice the owners corporation may engage a builder and/or trades people to carry out the appropriate work. The said owner for the time being will pay on demand the costs incurred by the owners corporation in carrying out such work,

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(f) the installation of the air conditioning systems and associated equipment is to be insulated to a standard deemed adequate by the owners corporation against the transmission of noise and vibration either airborne through the building structure, or through the ground,

(g) the benefits, obligations and liabilities conferred by or accruing under and pursuant to the provisions of this by-law shall be for the benefit of and shall be binding upon the owners from time to time of Lots 1, 2 and 3.

36 Shop Fronts

In accordance with the modified land and environment court order 10604 of 2013 issued by Marrickville Council on 4th February 2016, it is not permitted to erect roller shutters on the window display areas of Lots 1, 2 and 3.

37 Accommodation Restriction

Lots 4 - 35 can only be used as a single dwelling and cannot be adapted for the use as backpacker's accommodation, serviced apartments or a boarding house and also these lots cannot be used for any industrial or commercial purposes. These requirements are a condition of the modified land and 10604 of 2013 issued by Marrickville Council on 4th February 2016.

38 Service Vehicles

All vehicles required for the servicing of the commercial and residential lots cannot exceed 6.4 metres in length.

39 External Artwork

In accordance with modified land and environment court order 10604 of 2013 issued by Marrickville Council on 4th February 2016 and approved piece of artwork has been installed on the western facade of the building overlooking the laneway. The owners corporation is responsible for the maintenance and general up keep of this artwork and it only can be replaced with a prior approval of Inner West Council.

40 Firefighting Services

(1) The firefighting services which are shared between the two buildings and which are located within Strata Plan 93535 include the fire hydrant installation, fire pump room, the fire water supply pipe line and the telecommunication cable which alerts the pump room if there is a fire in the adjacent building which is Strata Plan 93534. It is appropriate that since both buildings rely on this firefighting service that both buildings contribute equally to the operation maintenance of the said facilities.

(2) The firefighting services which are located within Strata Plan 93535 but are also used by Strata Plan 93534 include:-

a) The fire hydrant installation of May Street.

b) Pump room adjacent to the entry lobby.

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c) The pipe line system that connects from the pump room to the adjacent building which is known as Strata Plan 93534.

d) The telecommunication cable which connects from the adjacent building to the pump room and transmits an alert if a fire is in the adjacent building.

(3) The firefighting services are part of the common property of Strata Plan 93535 and the owners corporation of Strata Plan 93534 of this building is responsible for the operation and maintenance of these facilities.

(4) All these facilities are within several easements which have been created in favour of Strata Plan 93534 and these easements obligate Strata Plan 93534 to contribute to the cost of the general operation, maintenance, management and replacement of all of the above facilities.

(5) The owners corporation of Strata Plan 93535 will have the ongoing responsibility for the operation, maintenance, management and replacement of the firefighting services. The owners corporation of Strata Plan 93534 will be obligated to contribute 50% of the costs relating to the operation, maintenance, management and replacement of these facilities.

(6) On a quarterly basis the owners corporation of Strata Plan 93535 will submit an invoice to the owners corporation of Strata Plan 93534 for 50% of the costs of the past quarter for the operation, maintenance, management and replacement of firefighting services.

(7) Any costs associated with an emergency call out to fight a fire in one of the buildings will be met by the owners corporation of that building.

41 Electricity Meter Room

(1) The electricity meter room which is within Strata Plan 93535 contains the 'electricity equipment' which supplies electricity to Strata Plan 93535 and Strata Plan 93534.

(2) The 'electricity equipment' includes but is not limited to: wires, cables, conduits, meters, switches, switch gear, fuses, control equipment, transformers, signalling equipment.

(3) The electricity meter room is covered by an easement in favour of Strata Plan 93534 and this easement obligates Strata Plan 93534 to contribute to the cost of the operation, maintenance, management and replacement of all of the above facilities.

(4) Strata Plan 93535 will be responsible for the operation, maintenance and replacement of the 'electricity equipment' which is supplies electricity from the Ausgrid substation to the point where the electricity cables separate and supply electricity to the individual buildings. However, the owners corporation of Strata Plan 93534 is to contribute 50% of the costs associated with the operation, maintenance and replacement of such 'electricity equipment'. On a quarterly basis the owners corporation of Strata Plan 93535 will submit an invoice to the owners corporation of Strata Plan 93534 for 50% of the costs of the past quarter for the operation, maintenance, management and replacement such 'electricity equipment'.

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(5) The responsibility for the operation, maintenance and replacement of the 'electricity equipment' which is used exclusively to provide electricity to a building is that of the owners corporation of that building.

(6) The owners corporation of Strata Plan 93535 will have the ongoing responsibility for the general operation, maintenance, management of the electricity meter room which will include cleaning and lighting. The owners corporation of Strata Plan 93534 shall contribute 50% of the costs relating to the general operation, maintenance, management and of the electricity room. On a quarterly basis the owners corporation of Strata Plan 93535 will submit an invoice to the owners corporation of Strata Plan 93534 for 50% of the costs of the past quarter for the operation, maintenance, management and replacement of the electricity room.

42 Common Property Electricity Usage (added 11 December 2017)

(1) All of the electricity used to service the common property of Strata Plan 43534 and the common property of Strata Plan 93535 is measured by one electrical meter. It is appropriate that the owners corporation for both buildings share the cost of this electrical consumption.

(2) Based on the relative number of lots in each of the strata plans, the owners corporation of Strata Plan 93534 is responsible to pay 59% of the cost of the electrical consumption for the common property within the buildings known as Strata Plan 93535 and Strata Plan 93534 and the owners corporation of Strata Plan 93535 is responsible to pay 41% of the cost of the electricity consumed by the common property within both these buildings.

(3) The owners corporation of Strata Plan 93534 will receive the invoices from the electrical provider and will send a copy of invoice to the owners corporation of Strata Plan 93535 who will, within 30 days, reimburse the owners corporation of Strata Plan 93534, 41% of the total amount payable shown on the invoice.

43 Lot 15 Blind (added 30 September 2022)

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner Lot 15 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

   (a) Exterior blind described in Kresta Blinds quote, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and

   (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.

3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

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SCHEDULE OF CONDITIONS

4. In this schedule:

   (a) "**Act**" means the *Strata Schemes Management Act 2015*;

   (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

   (c) "**Lot**" means lot 15;

   (d) "**work**" means the work referred to in clause 1 of this by-law;

   (e) Unless the context or subject matter otherwise indicates or requires:

      (i) Reference to the singular includes the plural and vice versa;

      (ii) A thing includes the whole or part of it;

      (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

      (iv) A document includes any amendment or replacement of it;

      (v) "Including" and similar expressions are not words of limitation;

      (vi) Headings are for convenience only and do not affect the interpretation of this by-law;

      (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

   (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.

   (b) Give to the owners corporation evidence at those persons carrying out the work has:

      (i) Any requisite current licence to conduct the work;

      (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $10,000,000);

      (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;

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(iv) Workers compensation insurance if required by law;

(c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of S Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely after the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

(a) Comply with any condition or requirement of any Authority;

(b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;

(d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

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(e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

(i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

(l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(m) Not use common property power or water;

(n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

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After work is carried out

7. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee access to the lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If the work involved:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) If required by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

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Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:

   (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

   (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

   (a) Performance of the work;

   (b) Use of the work;

   (c) Failure to comply the duty to maintain, repair, renew or replace;

   (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

   (e) Owner's breach of any part of this by-law. Insurance

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Req:R977512 /Doc:DL AS653876 /Rev:24-Nov-2022 /NSW LRS /Prt:15-Oct-2026 12:41 /Seq:23 of 24
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Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

    (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

    (b) If the owner fails to comply with the request in sub clause (a):

        (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by- law or an order from council, a Court or a Tribunal;

        (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

        (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

This is page 22 of a total of 22 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 93534 was affixed on the 22nd **day of** November **2022 in the presence of:**

Authority: Strata Managing Agent

Signature: Electronic signature of me Paul Culbi
Affixed at my direction on 22/11/2022 at 08:00AM

Name: Paul Culbi

THE OWNERS STRATA PLAN NO. 93534 The Common Seal of

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

Req:R977512 /Doc:DL AS653876 /Rev:24-Nov-2022 /NSW LRS /Prt:15-Oct-2026 12:41 /Seq:24 of 24
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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 93534 was affixed on ^ 22/11/2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Paul Culbi Authority: Strata Managing Agent

Electronic signature of me Paul Culbi
Affixed at my direction on 22/11/2022 at 08:00AM

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

^ Insert appropriate date



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP93534

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2026	12:39 PM	5	6/1/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93534 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ST PETERS
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP93534

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93534
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- PIKE & TOMBLESON STRATA
PO BOX 148
CARINGBAH NSW 1495

SECOND SCHEDULE (13 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1201113 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1201113 RESTRICTION(S) ON THE USE OF LAND
4 DP1201113 EASEMENT FOR OVERHANG 0.4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 SP93534 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
6 SP93534 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
7 SP95826 EASEMENT FOR FIRE WATER SUPPLY APPURTENANT TO THE LAND ABOVE DESCRIBED
8 SP95826 EASEMENT FOR FIRE PUMP SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
9 SP95826 EASEMENT FOR FIRE WATER SUPPLY OVER EXISTING LINE OF PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
10 SP95826 EASEMENT FOR TELECOMMUNICATION SERVICES OVER EXISTING LINE OF CABLES APPURTENANT TO THE LAND ABOVE DESCRIBED
11 SP95826 EASEMENT FOR ELECTRICITY PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED
12 AN289011 INITIAL PERIOD EXPIRED
13 AS653876 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP93534 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 93534

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

261806... PRINTED ON 15/10/2026

* 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: 15/10/2026 12:39:16

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/4514

Fee: $62.00

Certificate Date: 15/10/2026

Applicant	Owner (as recorded by Council)
InfoTrack DX 578 SYDNEY ecertificates@infotrack.com.au	Ms Z Lung

Subject property address (if applicable)	Legal description
3/19 Hutchinson Street ST PETERS NSW 2044	Lot 6 SP 93534

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979 ("the Act")* and Schedule 2 of the *Environment Planning and Assessment Regulation 2021,* the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Marrickville Development Control Plan 2011

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Inner West Development Control Plan

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone E3 Productivity Support

1 Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.
- To enhance the visual appearance of the area by ensuring development achieves high architectural, urban design and landscape standards.
- To facilitate development that has suitable floorplates, internal height and flexible spaces that accommodate a mix of medium to large format businesses.

2 Permitted without consent

Nil

3 Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Business premises; Centre-based child care facilities; Community facilities; Depots; Function centres; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industries; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Tourist and visitor accommodation; Transport depots; Truck depots; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

Is the land in a conservation area, (however described)?

NO

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
   - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
   - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
   (a) The name of this region is the Greater Sydney region.
   (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

   Continued 7.23 determination means a s7.23 determination that –

   (a) Has been continued in force by the Act, Schedule 4, Part 1, and

   (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Pattern Book Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

5. Exempt Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

NO

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

NO

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	**NO**
b) Bushfire	**NO**
c) Tidal inundation	**NO**
d) Subsidence	**NO**
e) Acid sulfate soils	**NO**
f) Contamination	**NO**
g) Aircraft noise	**NO**
h) Salinity	**NO**
i) Coastal hazards	**NO**
j) Sea level rise	**NO**

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

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

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

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

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

   NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

   NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

   NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

YES

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land in this certificate shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

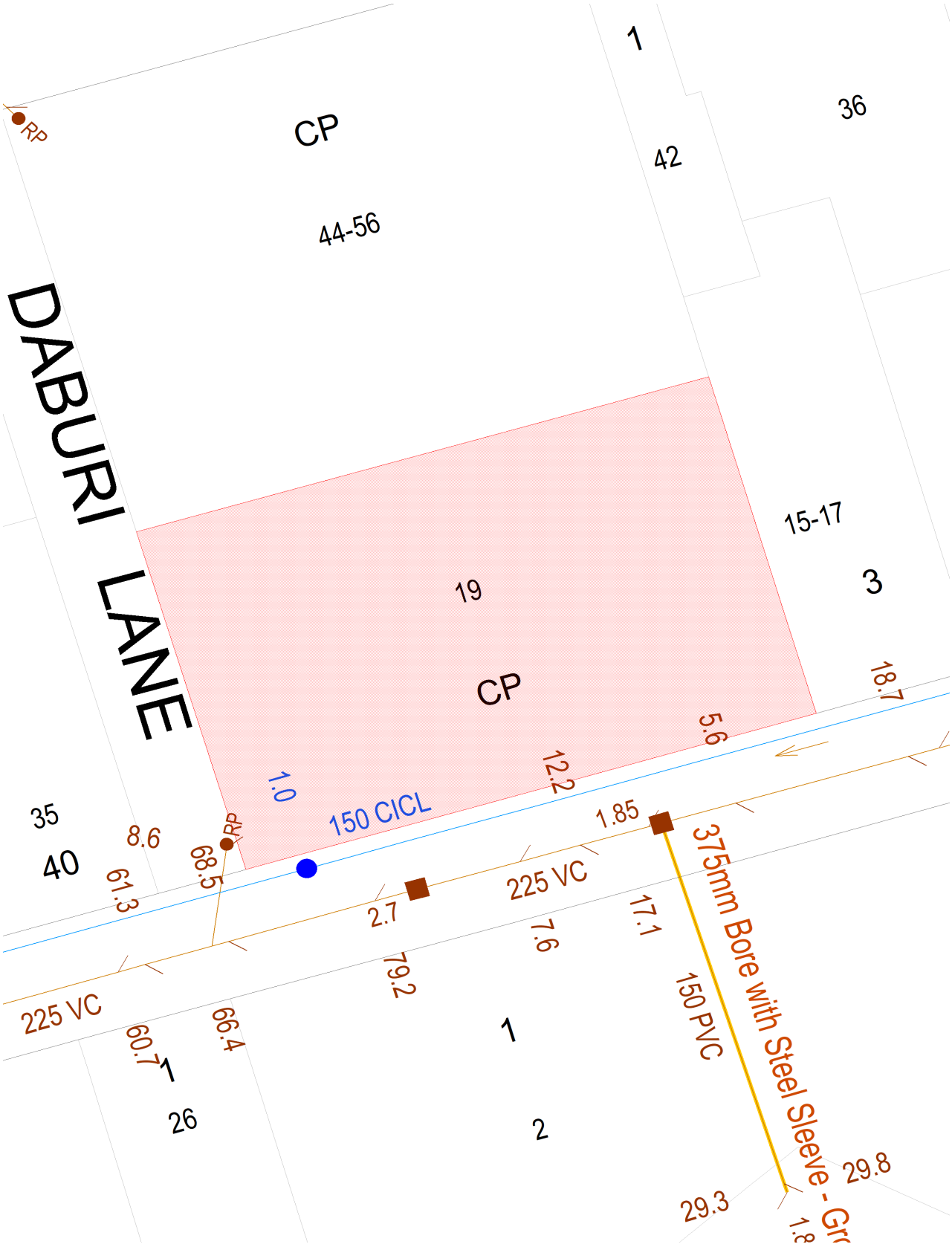
Please contact Council's Strategic Planning section for further information about this Planning Certificate.



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Service Location Print

Application Number: 8005617579



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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

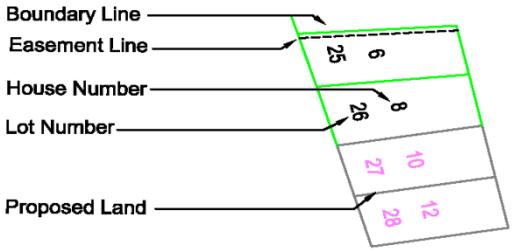
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8005617600

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM **No. 137302**

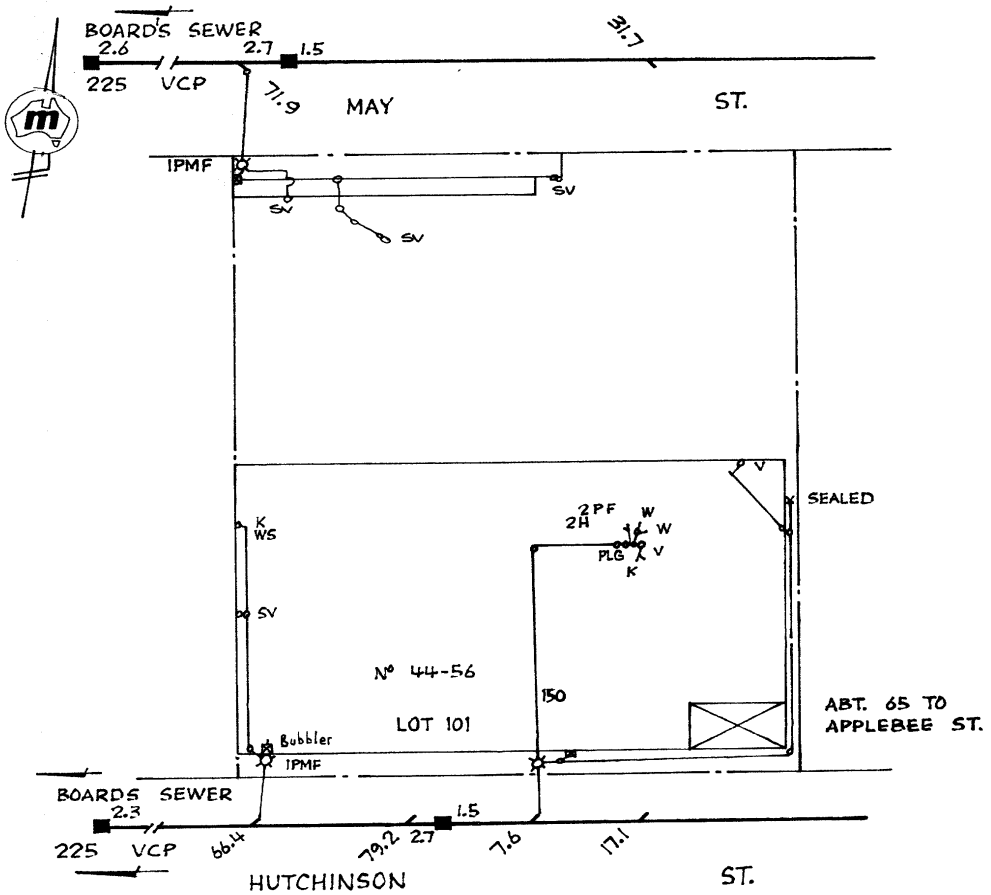
Municipality of MARRICKVILLE (ST. PETERS)

SYMBOLS AND ABBREVIATIONS

	Boundary Trap	R	Reflux Valve	IP	Induct Pipe	H	Basin
	Inspection Shaft		Cleaning Eye	MF	Mica Flap	S	Shower
	Pit	O Vert	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
G	Grease Intercepter	O V	Vent Pipe	K	Kitchen Sink	CIP	Cast Iron Pipe
	Gully	O SV	Soil Vent Pipe	W	Water Closet	F	Floor Waste
P	P Trap	DC	Down Cast Cowl	B	Bath Waste	M	Washing Machine

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No.....W.C.s .....

SHEET No. 3227 U.C.s .....

Scale 1:500

Distances/depths in metres; pipe diameters in millimetres

...../...../.....

For House Services Engineer

	DRAINAGE		BRANCH OFFICE	PLUMBING
..... W.C.	Supervised by	Date		Supervised by / Date
..... Bth.	...../...../.....		Date ...../...../.....	...../...../.....
..... Shr.	Inspector		Outfall S.W.	Inspector
..... Bsn.	Examined by		Drainer	
..... K.S.	...../...../.....		Plumber	
..... T.	Chief Inspector			
..... Plg.			Boundary Trap is/[redacted] required	
Dge. Int.				
Dge. Ext.	Tracing Checked ...../...../.....			

Document generated at 15-10-2026 01:00:13 PM

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

PIKE & TOMBLESON STRATA

info@ptstrata.com.au
PO Box 148, Caringbah NSW 1495
ptstrata.com.au
ABN 91 664 377 208
Liability limited by a scheme approved under Professional Standards Legislation

Strata Schemes Management Act 2015

NOTICE OF LEVY CONTRIBUTIONS

Zoe-Elizabeth Lung
B3/19-33 Hutchinson Street
ST PETERS NSW 2044

Date of Notice	31 August 2026
Entitlements	35
Lot No	6
Unit No	B3

TAX INVOICE
ABN 68 734 038 930

Owners of 19-33 Hutchinson Street

Strata Plan 93534, 19-33 Hutchinson Street, St Peters Nsw 2044

Account	Period	**Due Date**	Net Amount
Capital Works Spec.	Remedial works 1/4	**01/10/26**	$4,375.00
Totals (Levies include GST)			**$4,375.00**

GST component on levies of $3,977.27 is $397.73

Interest at the rate of 10.00% per annum is payable on overdue Levies.

Please make cheques payable to: StrataPay plus your StrataPay Reference Number

AMOUNT PAYABLE: $4,375.00

Please make your payment in accordance with the instructions on the attached remittance slip

Teller stamp and initials

This notice relates only to the Capital Works Fund special levy due on 1 October 2026.
A separate levy notice, which includes the standard quarterly levy and the Administration Fund special levy, was issued on 28 August 2026.
Please ensure both levy notices are paid by their respective due dates.

Amount Paid
$
Date Paid
/ /

Payment Options

Tel: 1300 552 311 Ref: 1596 0393 5	**Telephone:** Call this number to pay by credit card. International: +613 8648 0158 (charges apply).
www.stratamax.com.au Ref: 1596 0393 5	**Internet:** Make credit card payments online Visit www.stratamax.com.au (charges apply).
www.stratapay.com/ddr Ref: 1596 0393 5	**Direct Debit:** Make auto payments from your credit card or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.
Biller Code: 74625 Ref: 1596 0393 5	**BPay:** Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518
Billpay Code: 3599 Ref: 1596 0393 5	**In Person:** Present this bill in store at Australia Post to make cheque or EFTPOS payments.
Make cheque payable to: StrataPay 1596 0393 5	**Mail:** Send cheque with this slip by mail to: **StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia**
BSB: 067-970 Acct No: 1596 0393 5 (Applies to this bill only)	**Internet Banking - EFT:** Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

STRATAPAY

StrataPay Reference
1596 0393 5

Amount	Due Date
$4,375.00	**01 Oct 26**

PIKE & TOMBLESON PTY LTD
93534/02100006 Lot 6/B3

Zoe-Elizabeth Lung
B3/19-33 Hutchinson Street
ST PETERS NSW 2044

*3599 159603935

Important Information for Owners Experiencing Financial Hardship

- Strata levies are essential to cover shared property expenses.
- If you are struggling to pay your strata levies due to financial hardship, contact your strata manager or committee as soon as possible to discuss what options are available.
- The sooner you reach out for help, the more options you'll have to prevent falling further behind.
- These options may include applying for an affordable payment plan, waiving interest charges, more time to pay, or other options to help with your situation.
- Free, confidential and independent financial counselling is available through the National Debt Helpline. Call 1800 007 007 to speak with a financial counsellor or visit **ndh.org.au** for more information or to use their live chat service.
- If your hardship request isn't being handled fairly, keep paying what you can and keep trying to catch up on payments.
- To understand your rights under NSW strata laws, access a translated copy of the information, or apply for free strata mediation if you have a dispute about your levies, visit **nsw.gov.au/strata-levies-help** or call 13 32 20.
- For language assistance, call 13 14 50 (ask for an interpreter in your language).

PIKE & TOMBLESON STRATA

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NOTICE OF LEVY CONTRIBUTIONS

Zoe-Elizabeth Lung
B3/19-33 Hutchinson Street
ST PETERS NSW 2044

Date of Notice	28 August 2026
Entitlements	35
Lot No	6
Unit No	B3

TAX INVOICE
ABN 68 734 038 930

Owners of 19-33 Hutchinson Street

Strata Plan 93534, 19-33 Hutchinson Street, St Peters Nsw 2044

Account	Period	Due Date	Net Amount
Administrative Fund	01/10/26 to 31/12/26	**01/10/26**	$1,378.05
Capital Works Fund	01/10/26 to 31/12/26	**01/10/26**	$441.79
Admin Fund Special	Fund Admin Fund deficit	**24/09/26**	$770.00
Totals	(Levies include GST)		**$2,589.84**

GST component on levies of $2,354.40 is $235.44

Interest at the rate of 10.00% per annum is payable on overdue Levies.

Please make cheques payable to: StrataPay plus your StrataPay Reference Number

AMOUNT PAYABLE: $2,589.84

Please make your payment in accordance with the instructions on the attached remittance slip

Teller stamp and initials

Please disregard the levy notice issued on 21/08/2026.
A revised levy notice has been issued to include the Special Levy resolved at the recent Annual General Meeting.
Please arrange payment of the revised amount by the due date shown on this notice.
Thank you for your attention.

Amount Paid
$
Date Paid
/ /

Payment Options

Tel: 1300 552 311 Ref: 1596 0393 5	**Telephone:** Call this number to pay by credit card. International: +613 8648 0158 (charges apply).
www.stratamax.com.au Ref: 1596 0393 5	**Internet:** Make credit card payments online Visit www.stratamax.com.au (charges apply).
www.stratapay.com/ddr Ref: 1596 0393 5	**Direct Debit:** Make auto payments from your credit card or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.
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