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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King Street, Newtown NSW 2042 Email: mw@adrianwilliam.com.au	Ref: Michael White Mobile: 0418247233
vendor	Rudolf Fest and Shura Fest	
vendor's solicitor	SAME DAY CONVEYANCING Office: Level 1, 207 Marrickville Road, Marrickville NSW 2204 Mail: PO Box 750, Marrickville NSW 1475 Phone: 02 8283 3710 Email: jamie@samedayconveyancing.com.au Ref: JW:264111	
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	**44/525 Illawarra Road, Marrickville NSW 2204** Lot 44 in Strata Plan 87862 Folio Identifier 44/SP87862	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☒ TOWNHOUSE ☒ car space ☒ storage space ☐ 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	☐ TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☐ ceiling fans	☒ fixed floor coverings	☒ oven	☒ 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 **Signed** by _____ Vendor _____ Vendor	**PURCHASER** **Signed** by _____ Purchaser _____ Purchaser
VENDOR (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 Signature of authorised person _____ _____ Name of authorised person Name of authorised person _____ _____ Office held Office held	**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 Signature of authorised person _____ _____ Name of authorised person Name of authorised person _____ _____ Office held Office held

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Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated *Electronic Lodgement Network (ELN)* (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

if yes, vendor must provide further details, including any applicable exception, 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 a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of GST*RW 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 (sewer 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 or statement
- ☐ 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 or management contract or 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 off the plan contract

Other

- ☒ 61 DHA documents

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS

Netstrata

280 Railway Parade, Carlton NSW 2218

Email: admin@netstrata.com.au;hello@netstrata.com.au

Tel: 1300 638 787

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CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919

I …… of …….. certify as follows:

(a) I am a Solicitor/Licensed Conveyancer currently licensed to practise in the State of New South Wales.

(b) This certificate is given in accordance with Section 66W of the Conveyancing Act 1919, with reference to an Agreement for Sale of property at:

44/525 ILLAWARRA ROAD, MARRICKVILLE NSW 2204	between
RUDOLF FEST AND SHURA FEST	as vendor(s) and
	as purchaser(s)

in order to waive the cooling off period in relation to that Agreement.

(c) I do not act for the vendor(s) and am not employed in the practice of a conveyancer or solicitor acting for the vendor(s), nor am I a member or employee of a firm of which a conveyancer or solicitor acting for the vendor(s) is a member or employee.

(d) I have explained to the purchaser(s):

(i) the effect of the Agreement for Sale of the property;

(ii) the nature of this certificate; and

(iii) the effect of giving this certificate to the vendor(s).

Dated this day of

SIGNED

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.

SOLICITOR PD MARRICKVILLE NSW 2204

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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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ADDITIONAL CLAUSES

The parties acknowledge and agree for the following additional clauses to apply to this specific contract for the sale and purchase of land entered into by the parties and, in the event of any inconsistency therein, the additional clauses shall take precedent over printed clauses 1-32 of the contract in each and every instance.

33. AMENDMENTS TO STANDARD CLAUSES

The parties agree that printed clauses 1-32 are amended, as follows:

Clause 2.9 is amended by deleting the words "If each party tells the *depositholder* that the deposit is to be invested," and by replacing "is to invest" with "may invest".

If the vendor agrees to accept a reduced deposit or payment of the deposit by instalments, clause 2.9 shall be deemed to be amended by replacing the words "parties equally" with the word "vendor".

Clause 14.4.2 is deleted and replaced with the words "by adjusting the amount actually payable by the vendor for the property".

Clause 23.6.1 is replaced with "the vendor is liable for all instalments due prior to the completion date if it was determined on or before the contract date".

Clause 23.6.2 is amended by inserting the words "and all instalments due on or after the completion date" at the end of the clause.

Clause 23.9.1 is amended by replacing "1%" with "10%".

Clause 23.13 is amended by replacing "vendor" with "purchaser".

Clause 23.14 is amended by replacing "purchaser" with "vendor" and by deleting the words "On completion the purchaser must pay the vendor the prescribed fee for the certificate".

Clause 24.4.3 is amended by replacing "at least 2 business days before the date for completion" with "within a reasonable time following completion".

34. ENTIRE AGREEMENT

The purchaser acknowledges that this contract forms the entire agreement between the parties and, in this regard, the purchaser warrants that they have not relied upon any other document, correspondence, statement, whether written or verbal, or the like when entering into same that may have been provided by, or made available by, the vendor, the vendor's conveyancer, the vendor's agent or any other individual in either their own capacity or on behalf of a company.

35. AGENCY WARRANTY & INDEMNITY

By execution of this contract, the purchaser warrants to the vendor that they were not introduced to the property, nor the vendor, by any real estate agent, person or company that may be entitled to seek a commission as a result of this contract between the parties, except for the Vendor's Agent, if any, noted on the front page of this contract; and irrevocably agrees, at all times, to indemnify the vendor against any and all claims for commission or other expenses that may arise as a result of the purchaser's breach of the warranty provided for in this clause 35. This clause, warranty and indemnity shall not merge on completion.

36. FORM OF REQUISITIONS

The purchaser acknowledges and agrees that the only form of requisitions that the purchaser shall be entitled to raise pursuant to clause 5 herein shall be in the form of the requisitions annexed to this contract and entitled: Requisitions on Title. In accordance with clause 5.1, said requisitions are taken to have been served on the making of this contract.

37. NOTICE TO COMPLETE

The parties acknowledge and agree that a period of fourteen (14) calendar days shall, in each and every instance, be deemed as a reasonable, sufficient and adequate period of time for a party to require completion under any notice to complete that party may become entitled to serve on the other pursuant to clause 15 of this contract. It is further agreed that a party that has served a notice to complete may withdraw such notice to complete at any time prior to completion, issue a further notice to complete and/or extend the date required for completion under a notice to complete by written notice on the other party.

38. DELAY IN COMPLETION

If the purchaser fails to complete this contract on the *date for completion* for any reason other than the default of the vendor, the purchaser shall pay to the vendor interest on the balance of the purchase price calculated from the *date for completion* to the actual day of completion at the rate of 10% per annum computed daily; and also pay to the vendor an amount of $300.00 (plus GST) as re-imbursement of the vendor's additional conveyancing expenses occasioned by the delay of the purchaser. The parties agree that the payments provided for in this clause are a fair representation of the true loss occasioned by the vendor in such instance. It is essential that any and all payments required under this clause 38 are made at, or prior to, completion and are required without prejudice and in addition to any other legal remedy the vendor may have by reason of default of the purchaser.

39. FURTHER ACKNOWLEDGMENTS

By execution of this contract, the purchaser acknowledges that they have inspected, and had the opportunity to have any specialist inspect, the *property* and all inclusions, services and connections prior to the date of this contract; accept the *property*, the inclusions, services and connections in their present state and condition as at the date of this contract, including any and all defects, infestations, dilapidation, contamination, encroachments by or upon the *property*, non-compliance or the like, whether latent or patent; accepts any change to the *property* or inclusions that may occur prior to completion as permitted under clause 10.1.4; have not received any warranty from the vendor, nor from the vendor's agent or any person representing the vendor, as to the condition or suitability of the *property*, the inclusions, services or connections; and cannot require the vendor to carry out any repairs or works to the *property*, require the vendor to provide any marked inclusions not in existence as at the date of this contract nor replace any of the inclusions.

40. COOLING OFF PERIOD DEPOSIT PAYMENT

Should a cooling off period apply to this contract, the deposit herein shall be due and payable in the following manner, time being of the essence:

(i) 0.25% of the price payable on the making of this contract; and

(ii) the balance of the deposit payable on or prior to the expiration of the cooling off period.

41. DEPOSIT BY INSTALMENTS

The parties agree that the deposit payable under this contract is ten percent (10%) of the price. Notwithstanding, the vendor may agree that the purchaser can pay the deposit by instalments in the following manner:

(i) five percent (5%) of the price on the making of the contract; and

(ii) the remaining five percent (5%) of the price on or before completion or immediately on demand by the vendor if the purchaser defaults in any of their obligations pursuant to the contract.

42. SANTA CLAUS

Notwithstanding the *date for completion* noted on the front page of this contract, the parties agree that neither party shall require the other to settle between 23 December 2026 and 5 January 2027 inclusive ("Closure Period"). Should an event, completion or notice period fall due during the Closure Period, it is agreed that the date for such event, completion or notice period is deemed to be 6 January 2027. If, at the request of the purchaser, the vendor and vendor's conveyancer agrees to settle during the Closure Period then the purchaser shall pay the vendor's additional legal fees for same, namely $900.00 plus GST, by way of an adjustment at settlement. Payment of this amount is an essential term of this contract.

43. LAND TAX ADJUSTABLE IF SETTLEMENT OCCURS IN 2027

Notwithstanding any other provision of this contract or any marking on page 3 of this contract, should completion of this contract occur in 2027 for any reason then the parties shall adjust land tax at settlement for the 2027 calendar year based on the amount of land tax attributable to this property upon assessment of any liability the vendor may have for land tax if their ownership of the property continues into 2027.

44. PROPERTY SOLD SUBJECT TO DEFENCE HOUSING AUSTRALIA LEASE

(i) Notwithstanding any other provision of this contract, the purchaser acknowledges and agrees that the property is sold subject to an existing lease with Defence Housing Australia ("DHA") as tenant, a copy of which is annexed to this contract together with a registered variation of that lease, and the concurrent DHA Property Care Contract, also annexed hereto (together, the "DHA Agreements").

(ii) The purchaser warrants to the vendor that, prior to entering into this contract, the purchaser has fully satisfied themselves as to the DHA Agreements, the DHA requirements for the purchase and the DHA ongoing requirements post-completion of this contract.

(iii) The purchaser agrees that they will, upon completion of this contract, assume all liabilities, rights, and obligations of the vendor as the "Lessor" under the DHA Agreements.

(iv) The purchaser shall execute all necessary forms, novations, or transfer of lease documentation required by DHA to facilitate the transfer of the tenancy and property care services into the purchaser's name post-completion.

(v) A pro-forma version of the required Deed of Novation is annexed to this contract. The vendor does not warrant that this will be the final version of the Deed of Novation the purchaser will be required to sign by DHA. The purchaser shall accept the final Deed of Novation terms and pay all associated fees to DHA, if any, to implement the change of ownership post-completion of this contract.

(vi) The purchaser acknowledges that DHA will issue a settlement and financial advice document prior to settlement which will include current monthly charges, rental information, any outstanding charges including maintenance, rates and other outgoings, a Deed of Novation, a Landlord Information form and a Defence member acknowledgment form (if the purchaser is also a Defence member) ("DHA Pre-Settlement Documents").

(vii) The parties must sign the final Deed of Novation as soon as practicable upon receipt and no later than 14 days after receipt to ensure that same can be submitted back to DHA prior to completion of this contract.

(viii) The DHA Pre-Settlement Documents will be used to assist the parties in preparing the settlement adjustments under this contract.

(ix) The vendor will provide to the purchaser a notice of attornment document post-completion of this contract so that the purchaser may thereafter submit to DHA with their Landlord Information form to finalise the transfer process with DHA.

(x) If the purchaser is procuring finance for this purchase, the purchaser acknowledges and accepts that this contract is not subject to or conditional upon finance approval. If the purchaser's lender requires mortgagee consent as part of the purchaser's finance application, the purchaser must

arrange same directly with DHA and provide any consent documents to DHA without delay acknowledging that DHA will require sufficient time to assess, execute if acceptable to DHA and return same. If the purchaser is delayed in completing this contract due to DHA mortgagee consent, this fault is deemed to be solely with the purchaser and not with the vendor as any mortgagee consent is a matter involving the purchaser and DHA only.

(xi) The purchaser acknowledges cannot make any objection, requisition, claim or the like nor seek to delay completion, rescind or terminate this contract as a result of the DHA Agreements, the DHA Pre-Settlement Documents, the condition of the property as managed under the DHA Agreements and/or anything ancillary thereto.

(xii) This clause shall not merge on completion.

GUARANTEE

GUARANTEE FOR CORPORATE PURCHASER

In consideration of the vendor contracting with a corporate purchaser,

---

[insert guarantor's full name(s) **]** (the guarantor),

as is evidenced by the guarantor's execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantor(s), their executor(s), administrator(s) and assignee(s) and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____,)
a guarantor, in the presence of:)

_____ _____
Signature of Witness Signature

_____
Print Name of Witness

SIGNED by_____,)
a guarantor, in the presence of:)

_____ _____
Signature of Witness Signature

_____
Print Name of Witness

REQUISITIONS ON TITLE

From:

To: Rudolf Fest and Shura Fest

Re: 44/525 Illawarra Road, Marrickville NSW 2204

Date:

---

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.

2. Is anyone in adverse possession of the property or any part of it?

3. If applicable, are the provisions of any tenancy or occupancy as disclosed in this contract?

4. Are any proceedings contemplated, pending or concluded that could affect the property?

5. When and where may any non-electronic title documents be inspected?

6. Any and all mortgages, writs, priority notices, caveats and Orders of the Court are to be removed from the subject title prior to completion or, in the alternative, the appropriate discharge, withdrawal or request must be provided at settlement in registrable form.

7. Are any of the chattels or fixtures passing to the purchaser on completion subject to a credit, hiring or leasing agreement or to a charge or any security interest under the Personal Properties Securities Act 2009?

8. If applicable, either a Foreign Resident Capital Gains Tax Withholding Clearance Certificate, Variation Certificate or notification that no such Certificate is to be obtained must be provided at least 7 days prior to settlement.

9. A clear Land Tax Certificate issued under Section 47 of the Land Tax Management Act 1957 must be provided at least 14 days prior to settlement.

10. If the contract states that a land tax adjustment is required at settlement, evidence of the taxable land value and amount due by the vendor must be provided at least 7 days prior to settlement.

11. All outgoings under the contract must be paid up to and including the date of settlement.

12. Has the vendor a Building Certificate issued under Division 6 of the Environmental Planning and Assessment Act 1979 in their possession which relates to any or all current buildings or structures that has not been annexed to the contract?

13. Has the vendor a Final Occupation Certificate in their possession issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures that has not been annexed to the contract?

14. Does the vendor have knowledge of any matter that could justify the making of an upgrade or demolition order?

15. Are there any development approvals or consents to use the property which have not been disclosed in the contract?

16. Are there any agreements with Council or any other authority concerning any existing or future development on or of the property that has not been disclosed in the contract?

17. Does the vendor have knowledge of any resumption, proposed or otherwise, of any part of the property that has not been disclosed in the contract?

18. Does the vendor have knowledge of any proposal, current or otherwise, to widen, re-align or splay any road within 100 metres of the property that has not been disclosed in the contract?

19. Does the vendor make any payment to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?

20. Are there any special expenses, as defined in clause 23.2 of the contract, that exceed 10% of the price and have not been disclosed in the contract?

21. Is the vendor under any obligation to contribute to works already carried out, or to be carried out, to either the property and/or the common property?

22. Are there any applications or ordered under Part 12 or 13 of the Strata Schemes Management Act 2015 that have not been disclosed in the contract?

23. If any document to be handed over on completion is executed pursuant to a power of attorney, a copy of that power of attorney must be provided at least 7 days prior to completion with a copy made available at settlement.

24. The purchaser reserves the right to make further requisitions prior to completion.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 44/SP87862

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2026	8:02 PM	5	24/9/2024

LAND

LOT 44 IN STRATA PLAN 87862
AT MARRICKVILLE
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

RUDOLF FEST
SHURA FEST
AS JOINT TENANTS (T AI33689)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP87838
2 AI33690 LEASE TO DEFENCE HOUSING AUSTRALIA OF 44/525 ILLAWARRA ROAD, MARRICKVILLE. EXPIRES: 12/8/2025. OPTION OF RENEWAL: 3 YEARS.
AU439279 VARIATION OF LEASE AI33690 EXPIRY DATE NOW 12/8/2028. OPTION OF RENEWAL: RELINQUISHED.
3 AI33691 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

264111... 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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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP87838

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2026	8:06 PM	13	11/6/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 87838 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MARRICKVILLE
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP87838

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 87838
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (9 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 37 SP87862 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
3 LAND EXCLUDES MINERALS WITHIN THE PARTS SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
4 DP1112546 RIGHT OF CARRIAGEWAY 10.06 METRE(S) WIDE LIMITED IN HEIGHT AND DEPTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1176757 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1181707 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.3 & 3.3 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1181707
7 DP1181707 RIGHT OF CARRIAGEWAY 7.655 & 9.86 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1181707
8 AM529827 INITIAL PERIOD EXPIRED
9 AW195509 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 87838

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	76	2	79	3	80	4	95
5	96	6	76	7	73	8	73
9	73	10	73	11	96	12	96
13	73	14	73	15	72	16	73
17	73	18	73	19	73	20	73
21	96	22	96	23	73	24	73
25	72	26	73	27	73	28	73
29	73	30	74	31	96	32	96
33	73	34	73	35	73	36	73
37	SP87862						

STRATA PLAN 87862

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
38	103	39	103	40	103	41	103
42	103	43	103	44	115	45	115
46	115	47	115	48	97	49	97
50	97	51	97	52	97	53	97
54	97	55	97	56	97	57	97
58	101	59	101	60	101	61	101
62	101	63	103	64	103	65	103
66	103	67	103	68	103	69	103
70	115	71	115	72	115	73	97
74	97	75	97	76	97	77	97
78	97	79	97	80	97	81	97
82	97	83	97	84	97	85	97
86	97	87	97	88	97	89	97
90	97	91	97	92	115	93	97
94	97	95	97	96	97	97	97
98	115	99	97	100	99	101	99
102	99	103	99	104	102	105	122
106	122	107	155				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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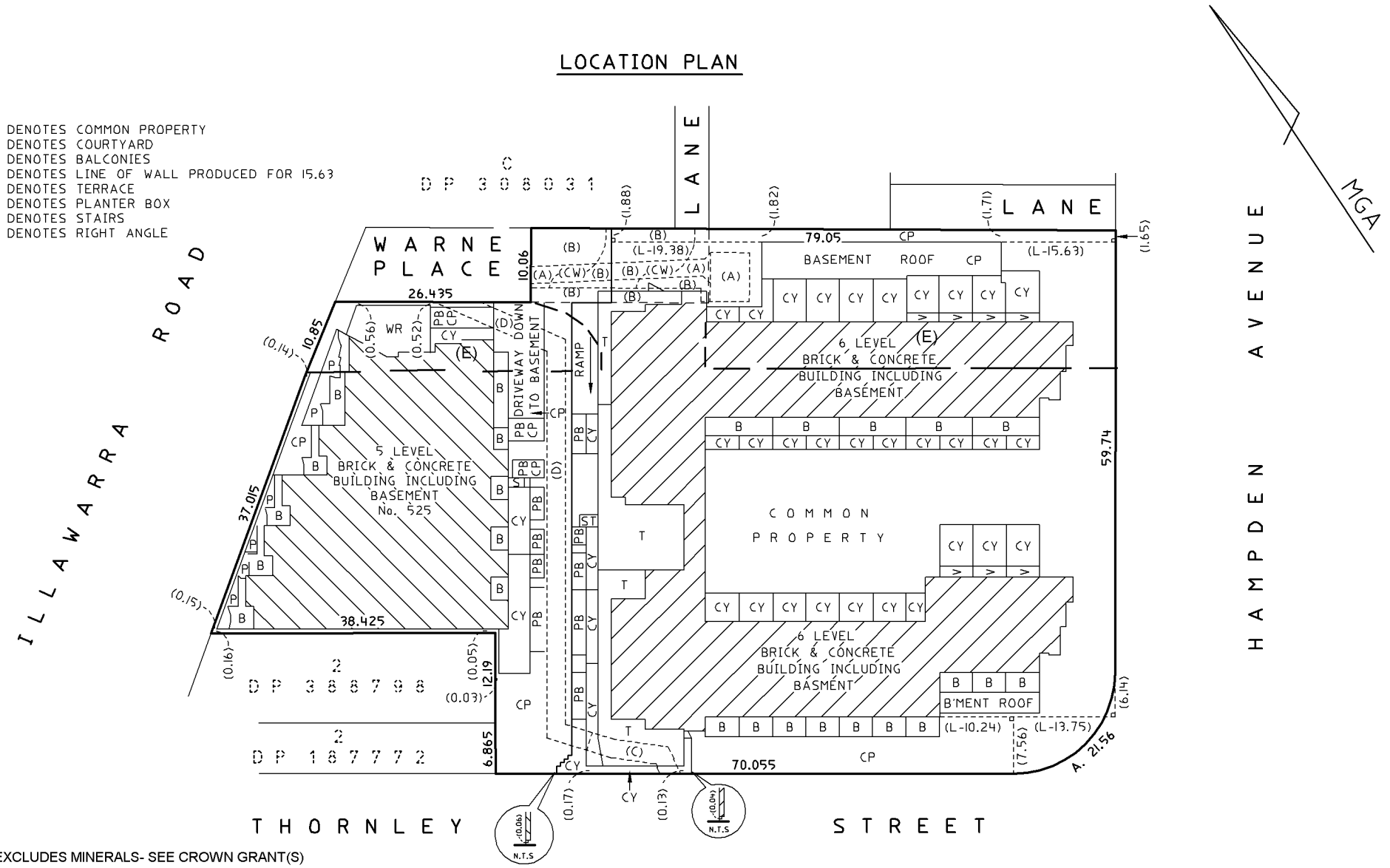
LOCATION PLAN

CP DENOTES COMMON PROPERTY
CY DENOTES COURTYARD
B DENOTES BALCONIES
(L-15.63) DENOTES LINE OF WALL PRODUCED FOR 15.63
T DENOTES TERRACE
PB DENOTES PLANTER BOX
ST DENOTES STAIRS
⊾ DENOTES RIGHT ANGLE



(E) LAND EXCLUDES MINERALS- SEE CROWN GRANT(S)

(CW) RIGHT OF CARRIAGEWAY 7.655 & 9.86 WIDE (DP 1181707)

(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.3 & 3.3 WIDE & VARIABLE WIDTH (DP1181707)

(B) RIGHT OF CARRIAGEWAY 10.06 WIDE LIMITED IN STRATUM (DP 1112546)

(C) EASEMENT TO DRAIN WATER 2.5 WIDE LIMITED IN STRATUM (DP 1176757)

(D) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1176757) (UNLIMITED)

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

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:500

Registered: 6.2.2013

SP87862

Req:R790640 /Doc:SP 0087862 P /Rev:07-Feb-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 10:12 /Seq:1 of 12
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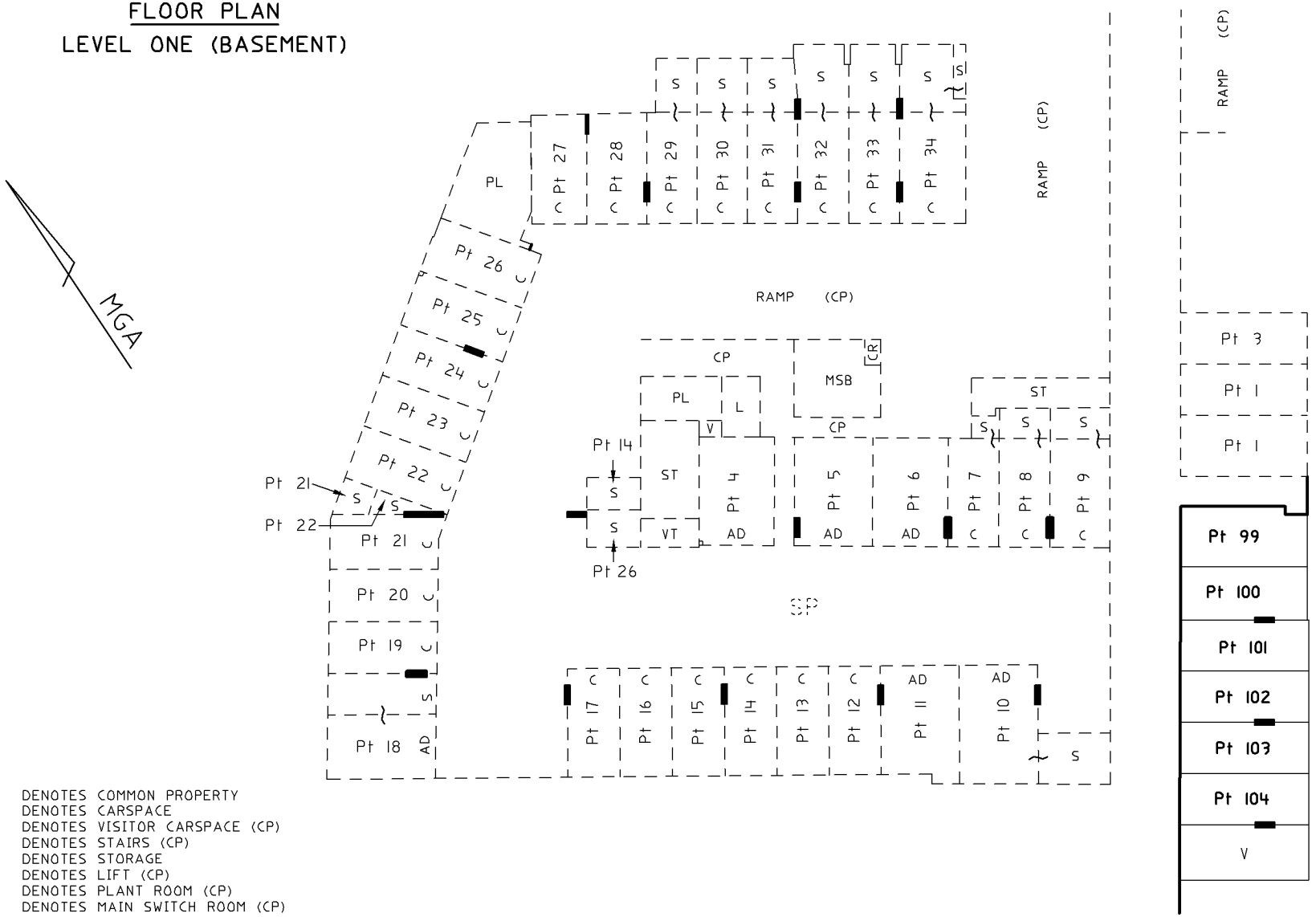
FLOOR PLAN
LEVEL ONE (BASEMENT)



SEE SHEETS 3 & 4

CP	DENOTES COMMON PROPERTY
C	DENOTES CARSPACE
V	DENOTES VISITOR CARSPACE (CP)
ST	DENOTES STAIRS (CP)
S	DENOTES STORAGE
L	DENOTES LIFT (CP)
PL	DENOTES PLANT ROOM (CP)
MSB	DENOTES MAIN SWITCH ROOM (CP)
CR	DENOTES COMMS ROOM (CP)
VT	DENOTES VENT (CP)
AD	DENOTES ADAPTABLE SPACE
	DENOTES BOUNDARY PASSES THROUGH CENTRE OF COLUMN
	DENOTES BOUNDARY PASSES ALONG FACE OF COLUMN

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:200

Registered: 6.2.2013

SP87862

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

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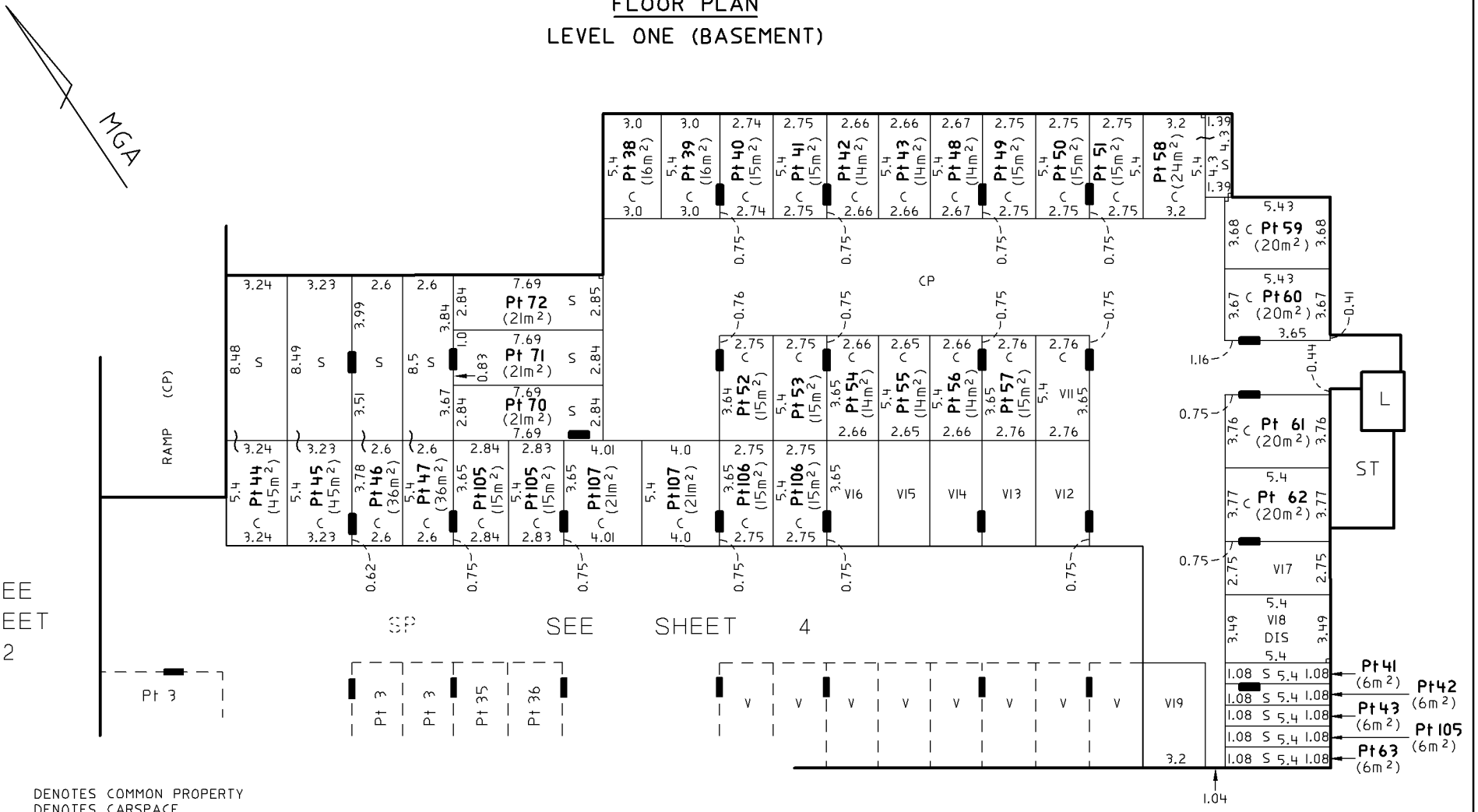
FLOOR PLAN
LEVEL ONE (BASEMENT)



CP	DENOTES COMMON PROPERTY
C	DENOTES CARSPACE
L	DENOTES LIFT (CP)
ST	DENOTES STAIRS (CP)
S	DENOTES STORAGE
DIS	DENOTES DISABLED CARSPACE (CP)
⌐	DENOTES RIGHT ANGLE
▮	DENOTES BOUNDARY PASSES THROUGH CENTRE OF COLUMN
▮	DENOTES BOUNDARY PASSES ALONG FACE OF COLUMN
VI7,VI8	DENOTES VISITOR CARSPACE No.17 & No.18 (CP) (TYPICAL)
V	DENOTES VISITOR CARSPACE (SP 87838)

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT,1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:200

Registered: 6.2.2013

SP87862

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

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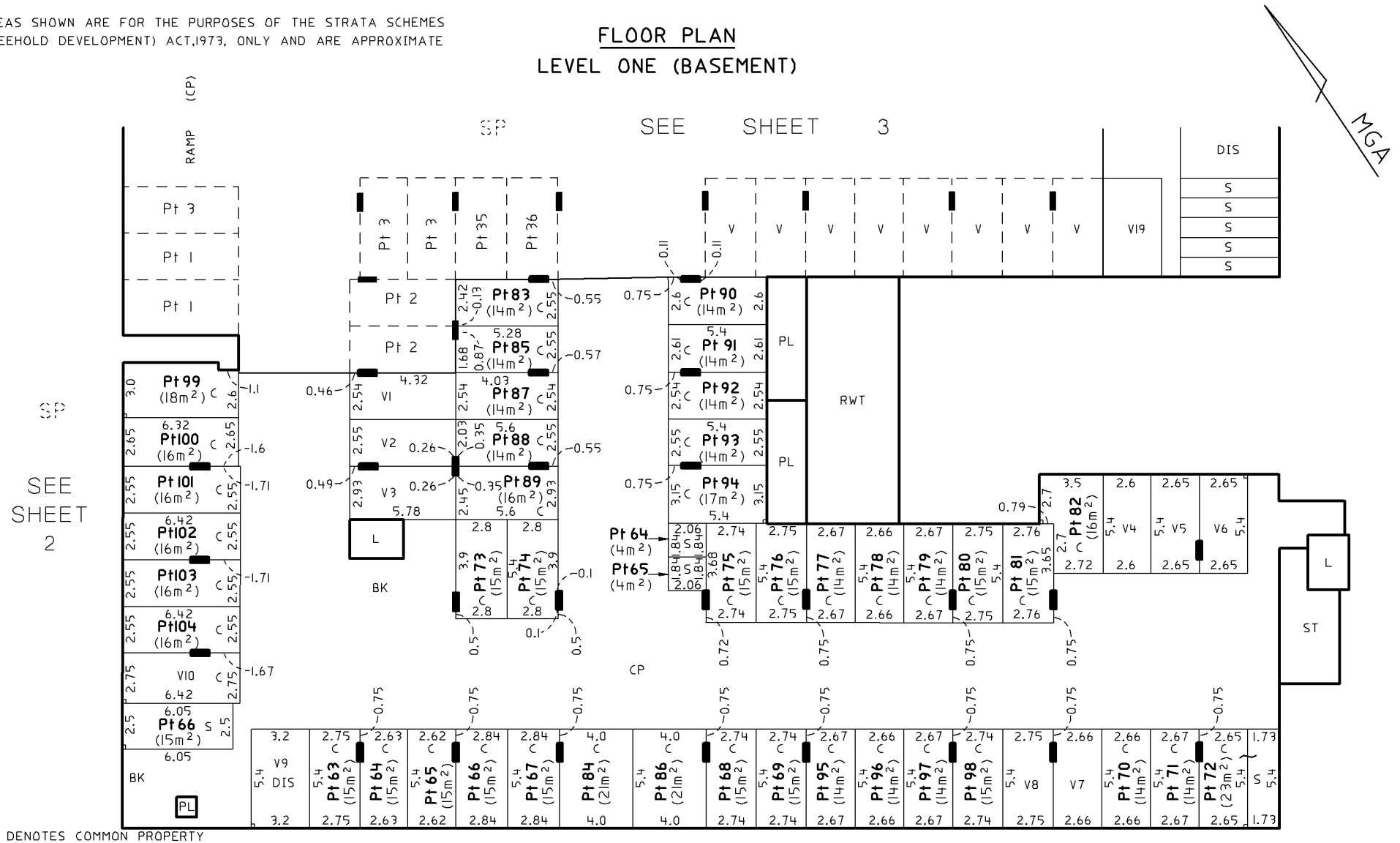
AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT,1973, ONLY AND ARE APPROXIMATE

FLOOR PLAN
LEVEL ONE (BASEMENT)



CP	DENOTES COMMON PROPERTY
C	DENOTES CARSPACE
ST	DENOTES STAIRS (CP)
L	DENOTES LIFT (CP)
PL	DENOTES PLANT (CP)
BK	DENOTES BIKE RACK (CP)
RWT	DENOTES RAIN WATER TANK (CP)
DIS	DENOTES DISABLED CARSPACE (CP)
S	DENOTES STORAGE
V1,V2	DENOTES VISITOR CARSPACE No.1 & No.2 (CP) (TYPICAL)
V	DENOTES VISITOR CARSPACE (SP 87838)

DENOTES RIGHT ANGLE
DENOTES BOUNDARY PASSES THROUGH CENTRE OF COLUMN
DENOTES BOUNDARY PASSES ALONG FACE OF COLUMN

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:200

Registered: 6.2.2013

SP87862

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

DENOTES VISITOR CARSPACE (SP 87838)

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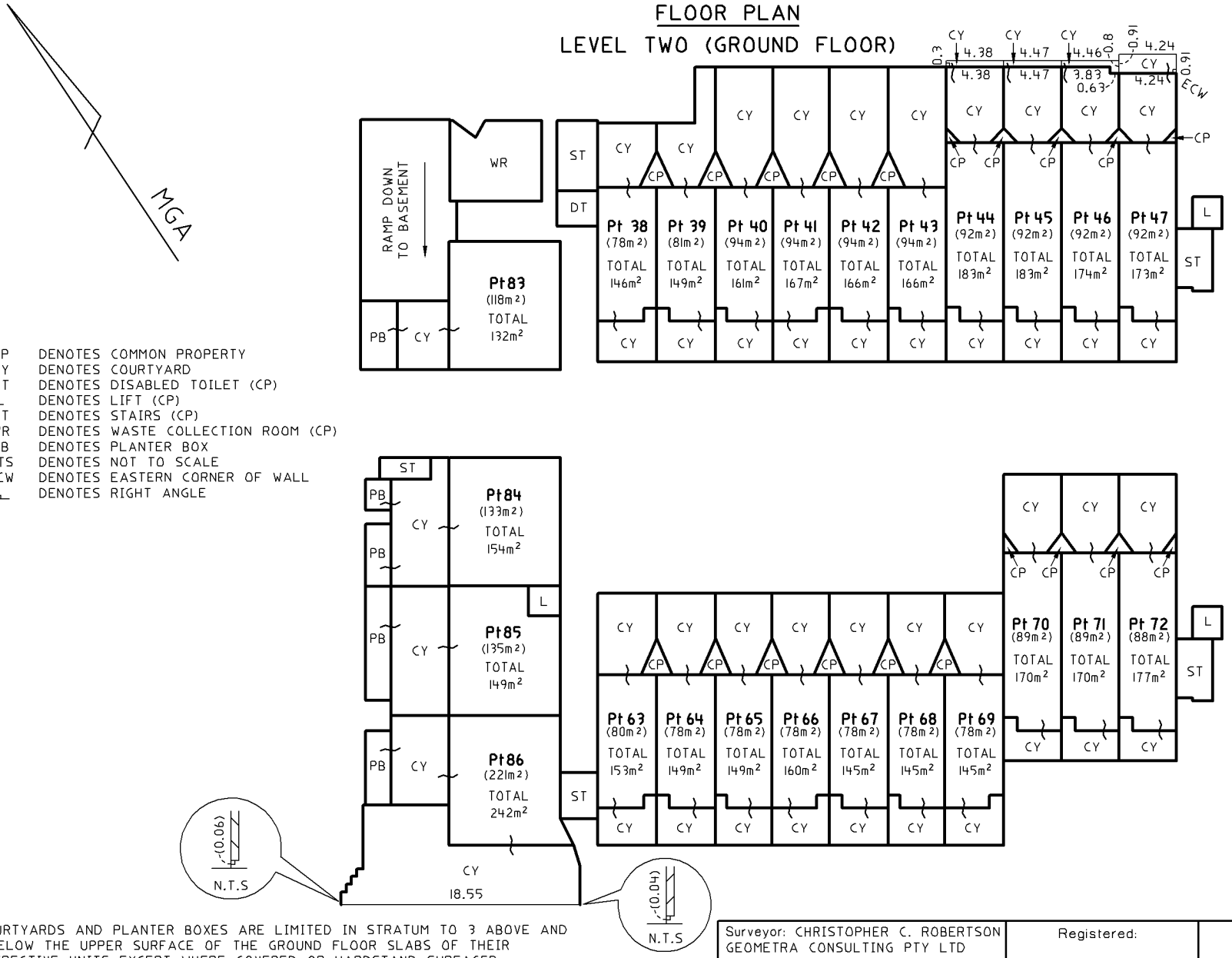
FLOOR PLAN
LEVEL TWO (GROUND FLOOR)



CP DENOTES COMMON PROPERTY
CY DENOTES COURTYARD
DT DENOTES DISABLED TOILET (CP)
L DENOTES LIFT (CP)
ST DENOTES STAIRS (CP)
WR DENOTES WASTE COLLECTION ROOM (CP)
PB DENOTES PLANTER BOX
NTS DENOTES NOT TO SCALE
ECW DENOTES EASTERN CORNER OF WALL
∟ DENOTES RIGHT ANGLE

COURTYARDS AND PLANTER BOXES ARE LIMITED IN STRATUM TO 3 ABOVE AND 1 BELOW THE UPPER SURFACE OF THE GROUND FLOOR SLABS OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED OR HARDSTAND SURFACED (INCLUDING BASEMENT ROOF) WITHIN THIS STRATUM LIMIT.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:300

Registered: 6.2.2013

SP87862

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

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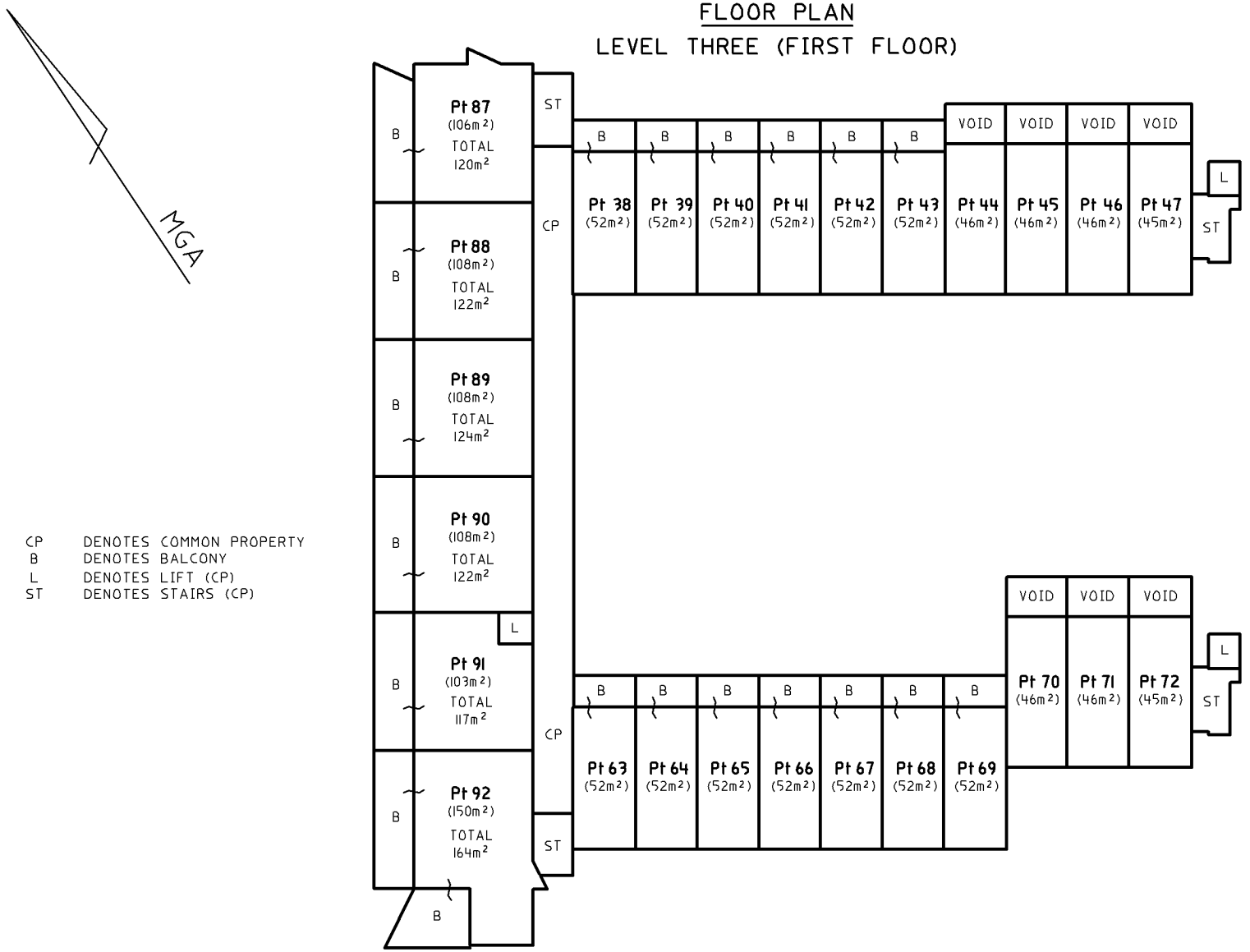
FLOOR PLAN
LEVEL THREE (FIRST FLOOR)



CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
L DENOTES LIFT (CP)
ST DENOTES STAIRS (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:300

Registered: 6.2.2013

SP87862

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

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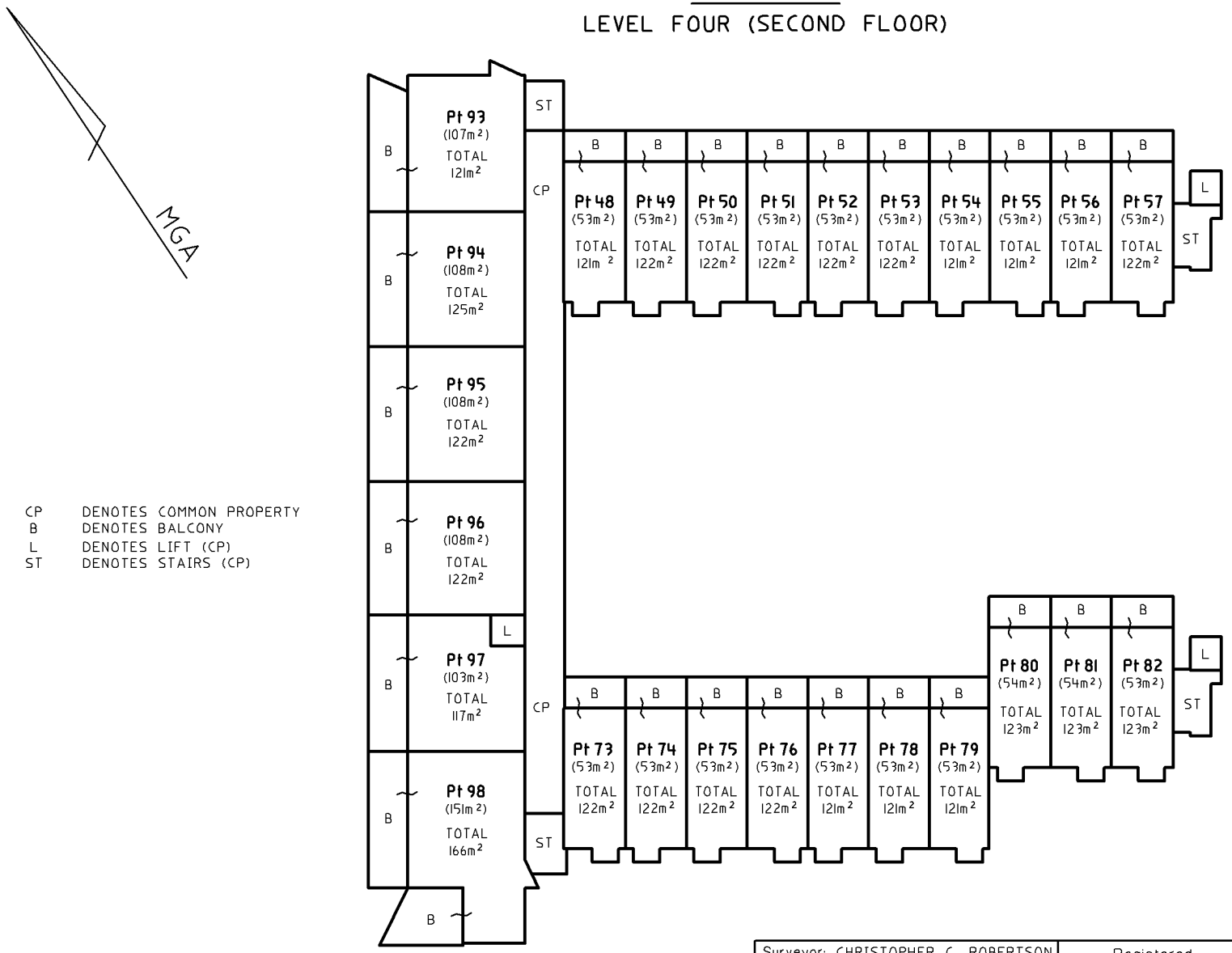
FLOOR PLAN
LEVEL FOUR (SECOND FLOOR)



CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
L DENOTES LIFT (CP)
ST DENOTES STAIRS (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:300

Registered: 6.2.2013

SP87862

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

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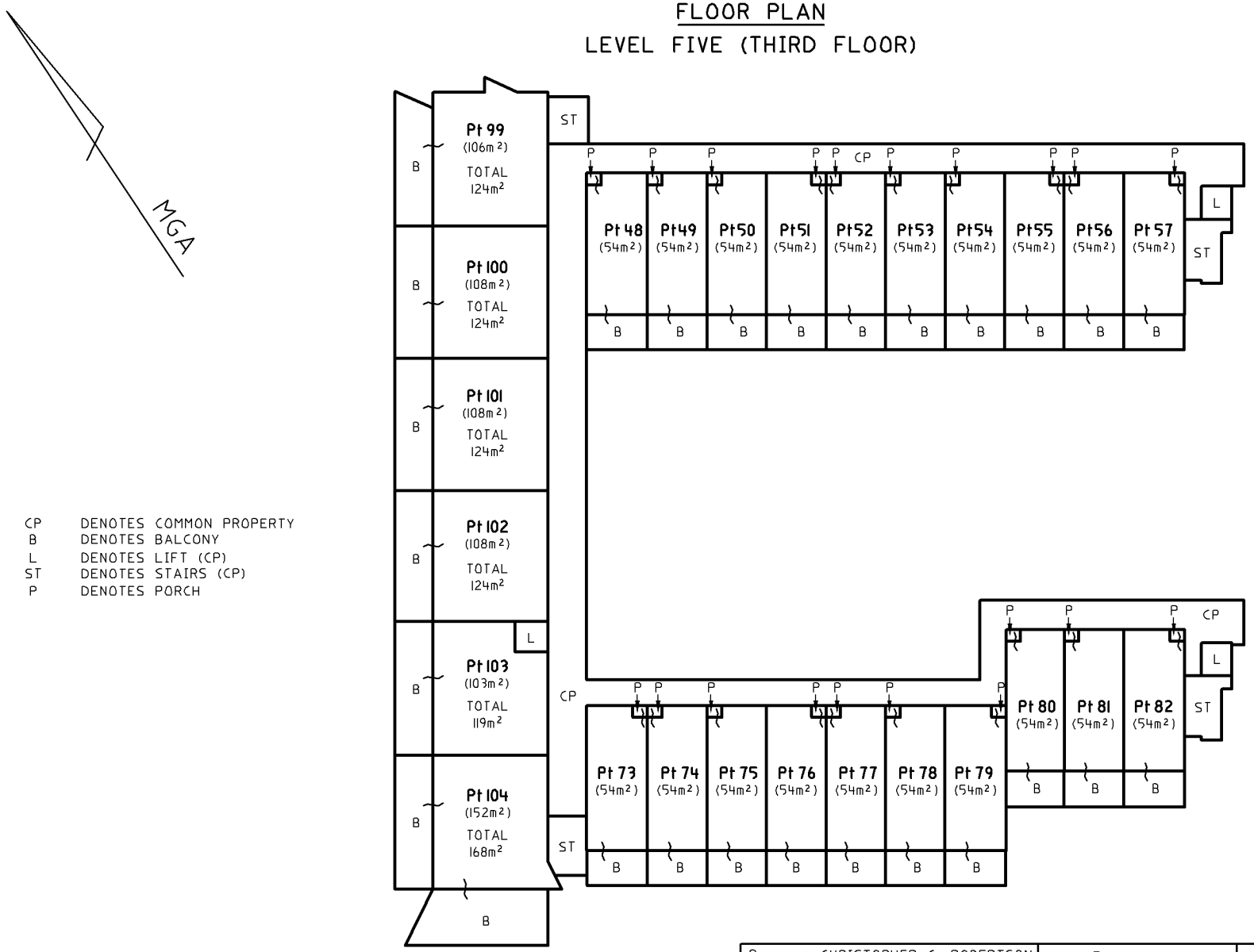
FLOOR PLAN
LEVEL FIVE (THIRD FLOOR)



CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
L DENOTES LIFT (CP)
ST DENOTES STAIRS (CP)
P DENOTES PORCH

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

PORCHES ARE COVERED

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:300

Registered: 6.2.2013

SP87862

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

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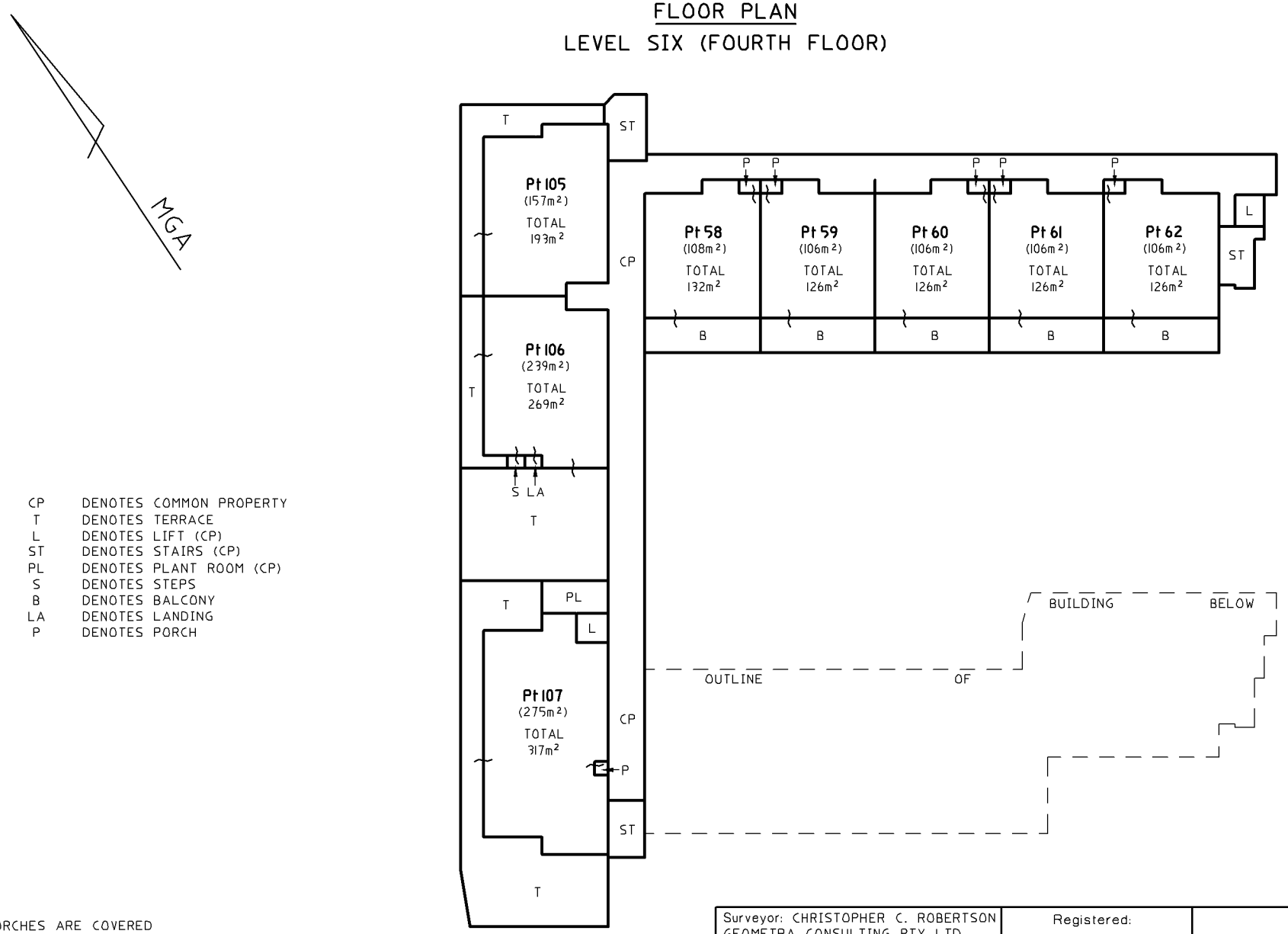
FLOOR PLAN
LEVEL SIX (FOURTH FLOOR)



CP	DENOTES COMMON PROPERTY
T	DENOTES TERRACE
L	DENOTES LIFT (CP)
ST	DENOTES STAIRS (CP)
PL	DENOTES PLANT ROOM (CP)
S	DENOTES STEPS
B	DENOTES BALCONY
LA	DENOTES LANDING
P	DENOTES PORCH

PORCHES ARE COVERED

TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-26 (11/12/2012)
Subdivision No: 12/12
Lengths are in metres. Reduction Ratio 1:300

Registered: 6.2.2013

SP87862

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

Req:R790640 /Doc:SP 0087862 P /Rev:07-Feb-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 10:12 /Seq:9 of 12
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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: 6.2.2013

Purpose: SUBDIVISON

Office Use Only

SP87862

PLAN OF STRATA SUBDIVISION OF LOT 37 IN SP 87838

LGA: MARRICKVILLE

Locality: MARRICKVILLE

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

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

*The Accredited Certifier: John Morgan

Accreditation number: BPB 2275,

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A 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. STEF STEF

*(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: 21/12/12

Subdivision number: 12/12

Relevant Development Consent number: 201100182

Issued by: MARRICKVILLE COUNCIL

Signature: .....

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

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No 87838

The adopted by-laws for the scheme are:

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

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

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

* Strike through if inapplicable

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

Surveyor's Certificate (Approved Form 3)

I, CHRISTOPHER C. ROBERTSON

of GEOMETRA CONSULTING P/L PO BOX 3530 CENTRO BANKSTOWN NSW 2200 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: 11TH DECEMBER 2012

* Strike through if inapplicable.

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

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 11357-26 (STAGE 2)

Req:R790640 /Doc:SP 0087862 P /Rev:07-Feb-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 10:12 /Seq:11 of 12
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 6.2.2013

Office Use Only

SP87862

PLAN OF STRATA SUBDIVISION OF LOT 37 IN SP 87838

Subdivision Certificate number: 12/12

Date of endorsement: 21/11/12

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

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

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E.
38	103
39	103
40	103
41	103
42	103
43	103
44	115
45	115
46	115
47	115
48	97
49	97
50	97
51	97
52	97
53	97
54	97
55	97
56	97
57	97
58	101
59	101
60	101
61	101
62	101
63	103
64	103
65	103
66	103
67	103

LOT No.	U.E.
68	103
69	103
70	115
71	115
72	115
73	97
74	97
75	97
76	97
77	97
78	97
79	97
80	97
81	97
82	97
83	97
84	97
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88	97
89	97
90	97
91	97
92	115
93	97
94	97
95	97
96	97
97	97

LOT No.	U.E.
98	115
99	97
100	99
101	99
102	99
103	99
104	102
105	122
106	122
107	155
TOTAL	7171

If space is insufficient use additional annexure sheet.

Surveyor's Reference:11357-26 (STAGE 2)

Req:R790640 /Doc:SP 0087862 P /Rev:07-Feb-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 10:12 /Seq:12 of 12
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 6.2.2013

Office Use Only

SP87862

PLAN OF STRATA SUBDIVISION OF LOT 37 IN SP 87838

Subdivision Certificate number: 12/12

Date of endorsement: 21/12/12

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

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

SIGNATURES & SEALS

PHEONIX MARRICKVILLE PTY LTD

A.C.N. 137 814 889

Simon Xistouris

~~DIRECTOR~~ (Print Full Name)

SOLE DIRECTOR/SECRETARY

~~SECRETARY (Print Full Name)~~

~~DIRECTOR~~ (Signature)

SOLE DIRECTOR/SECRETARY

~~SECRETARY (Signature)~~

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by it's duly constituted attorney under power of attorney no. Book 4036 No. 768

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

An Officer of the Bank

DAVID GEELS

Witness name

by its attorney

Signature

Glenn Hilleard

Name

Senior Director

Title

MORTGAGEE

BY ITS EXECTION OF THIS DOCUMENT, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 11357-26 (STAGE 2)

PLAN FORM 2 — Plan Drawing only to appear in this space — OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by GRANT KENNETH GREENE-SMITH its duly constituted Attorney pursuant to Power of Attorney registered Book 4476 No. 963

Attorney

Witness

Department Of Lands Approval

CARMEN HENNESSEY ..... in approving this plan certify (Authorised Officer)

at all necessary approvals in regard ~~of the land given,~~ ~~erection have been given.~~ OF THE LAND SHOWN HEREIN HAVE BEEN GIVEN.

Signature: C. Hennessey

Date: 15-5-2007

File Number: MN04H370

Office: SYDNEY METROPOLITAN

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed Subdivision ..... set out herein

*(Insert 'subdivision' or 'new road')

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

Consent Authority: Marrickville Council

Date of endorsement: 11 May 2007

Accreditation no.

Subdivision Certificate No: SC 2007 00012

File no: DA 2007 00185

*Strike: on the plan is to be lodged electronically in the Land and Property Information, it should include a signature in an electronic digital format approved by the Registrar-General.

*Delete whichever is inapplicable.

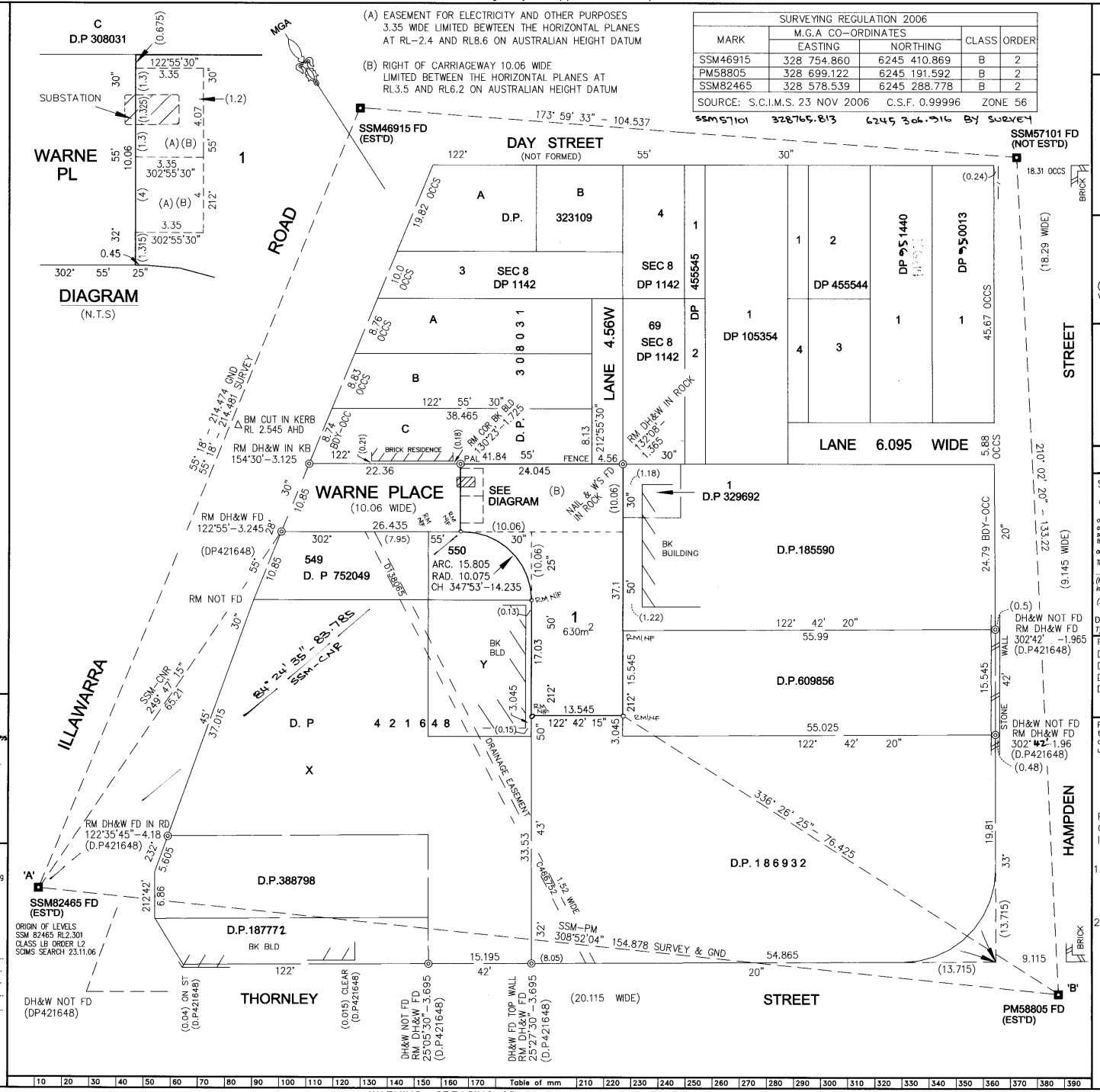
SURVEYOR'S REFERENCE: 1102DP

(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.35 WIDE LIMITED BEWTEEN THE HORIZONTAL PLANES AT RL=2.4 AND RL8.6 ON AUSTRALIAN HEIGHT DATUM

(B) RIGHT OF CARRIAGEWAY 10.06 WIDE LIMITED BETWEEN THE HORIZONTAL PLANES AT RL3.5 AND RL6.2 ON AUSTRALIAN HEIGHT DATUM

SURVEYING REGULATION 2006				
MARK	M.G.A CO-ORDINATES EASTING	M.G.A CO-ORDINATES NORTHING	CLASS	ORDER
SSM46915	328 754.860	6245 410.869	B	2
PM58805	328 699.122	6245 191.592	B	2
SSM82465	328 578.539	6245 288.778	B	2
SOURCE: S.C.I.M.S. 23 NOV 2006	C.S.F. 0.99996		ZONE	56

SSM57101 328765.813 6245 306.916 BY SURVEY



DP1112546

Registered: 19.6.2007

Title System: TORRENS

Purpose: ROADS ACT 1993

Ref. Map: U0947-83#

Last Plan:

PLAN OF PART OF WARNE PLACE CREATING LOT 1 FOR TITLE ISSUE AND ROAD CLOSING UNDER THE ROADS ACT, 1993.

(BEING PART OF CT VOL.1458 FOL.200, CT VOL.3363 FOL.177, CT VOL.4813 FOL.214)

Lengths are in metres. Reduction Ratio 1: 400

L.G.A: MARRICKVILLE

Locality: MARRICKVILLE

Parish: PETERSHAM

County: CUMBERLAND

This is sheet 1 of my plan in sheets. (Delete if inapplicable).

Survey Certificate Surveying Regulation 2006

I, ERIC SCERRI

ERIC SCERRI & ASSOCIATES P/L

of P.O BOX 3018 TAMARAMA N.S.W. 2026

a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2006 and was completed on 11/2006

This survey relates to LOT 1

(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey).

(Signature) ..... Dated 20.11.06

Surveyor registered under the Surveying Act 2002

Datum Line: "A" — "B"

Type: Urban/Rural

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

D.P 421648
D.P 323109
D.P 308031
D.P 421648

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

UNDER THE PROVISIONS OF THE ROAD ACT 1993 IT IS INTENDED TO CLOSE LOT 1

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.35 WIDE LIMITED IN HEIGHT AND DEPTH

2. RIGHT OF CARRIAGEWAY 10.06 WIDE LIMITED IN HEIGHT AND DEPTH

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN AMENDED 06.06.07 E. SCERRI

Req:R791555 /Doc:DP 1112546 P /Rev:20-Jun-2007 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

Req:R791556 /Doc:DP 1112546 B /Rev:20-Jun-2007 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Plan: DP1112546 Plan of Part of Warne Place to be closed under the Roads Act 1993

Full Name and Address of the Registered Proprietor of the Land: **Marrickville Council 2-14 Fisher Street Petersham NSW 2049**

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.	Easement for electricity and other purposes 3.35 wide limited in height and depth	Lot 1	Energy Australia ABN 67 505 337 385
2.	Right of Carriageway 10.06 wide limited in height and depth	Lot 1	Lot A, B & C DP308031 and Lot 3 in Sec 8 DP 1142

PART 2 (Terms)

1.0 TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.35 WIDE LIMITED IN HEIGHT AND DEPTH NUMBERED 1 IN THE PLAN

1.1 An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes 3.35 wide limited in height and depth" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority Empowered to Release Vary or Modify the easements numbered 1 in the Plan

Energy Australia

Pat F. Watt
Authorised Officer
Marrickville Council

Req:R791556 /Doc:DP 1112546 B /Rev:20-Jun-2007 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

Plan: DP1112546

Plan of Part of Warne Place to be closed under the Roads Act 1993

2.0 TERMS OF THE RIGHT OF CARRIAGEWAY LIMITED IN HEIGHT AND DEPTH NUMBERED 2 IN THE PLAN

2.1 Full and free right for the owners of the Lots Benefited and every person authorised by them, to, at all times go, pass and repass over the Lot Burdened with or without vehicles for the purpose of accessing and exiting the Lots Benefited.

2.2 The owners of the Lots Benefited must not interfere with the Lot Burdened in any way.

2.3 The owner of the Lot Burdened must keep the Lot Burdened in reasonable maintenance and repair.

2.4 The terms of this instrument can only be released varied or modified by the owner of the Lot Burdened and the terms of the instrument can only be revoked or modified with the prior approval of the Registered Proprietor.

EXECUTION

The Common Seal of **Marrickville Council** was hereunto affixed pursuant to a resolution passed at a duly convened meeting of the Council on 15 July 2003
in the presence of :

General Manager

Mayor

Req:R791556 /Doc:DP 1112546 B /Rev:20-Jun-2007 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:3 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

Plan: DP1112546

Plan of Part of Warne Place to be closed under the Roads Act 1993

Signed, sealed and delivered by the attorney of **Energy Australia** under power of attorney registered Book 4476 No. 83 and who has received no notice of the revocation of the power, in the presence of:

.....
Signature of witness

Glenn James Elmore
Name of witness (print)

Level 5 570 George Street Sydney

.....
Signature of attorney

Grant Kenneth Greene-Smith
Name of attorney (print)

116120327 \ 0375658 \ AKR01

REGISTERED UW 19.6.2007

PLAN FORM 2 (A2) DP1176757 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 1 sheets

CLAUSE 35(1)(B) & CLAUSE 61(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2006							
MARK	MGA COORDINATES		ZONE	CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING					
PM 58805	328699.122	6245191.592	56	B	2		SCIMS
SSM 46915	328754.860	6245410.869	56	B	2		SCIMS
SSM 82465	328578.539	6245288.778	56	B	2		SCIMS
SSM 57101	328765.801	6245306.906	56			C/T	
COMBINED SCALE FACTOR (CSF) = 0.999962							
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS ON: 31/1/2012							
C/T DENOTES CADASTRAL TRAVERSE							

(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.35 WIDE LIMITED IN HEIGHT & DEPTH (DP 1112546)
(B) RIGHT OF CARRIAGEWAY 10.06 WIDE LIMITED IN HEIGHT & DEPTH (DP 1112546)
(C) EASEMENT TO DRAIN WATER 2.5 WIDE LIMITED IN STRATUM

NOTE: 1 THIS PART OF THE EASEMENT IS UNLIMITED IN HEIGHT & DEPTH
NOTE: 2 THIS PART OF THE EASEMENT IS UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT TO RL 5.4 (AHD)

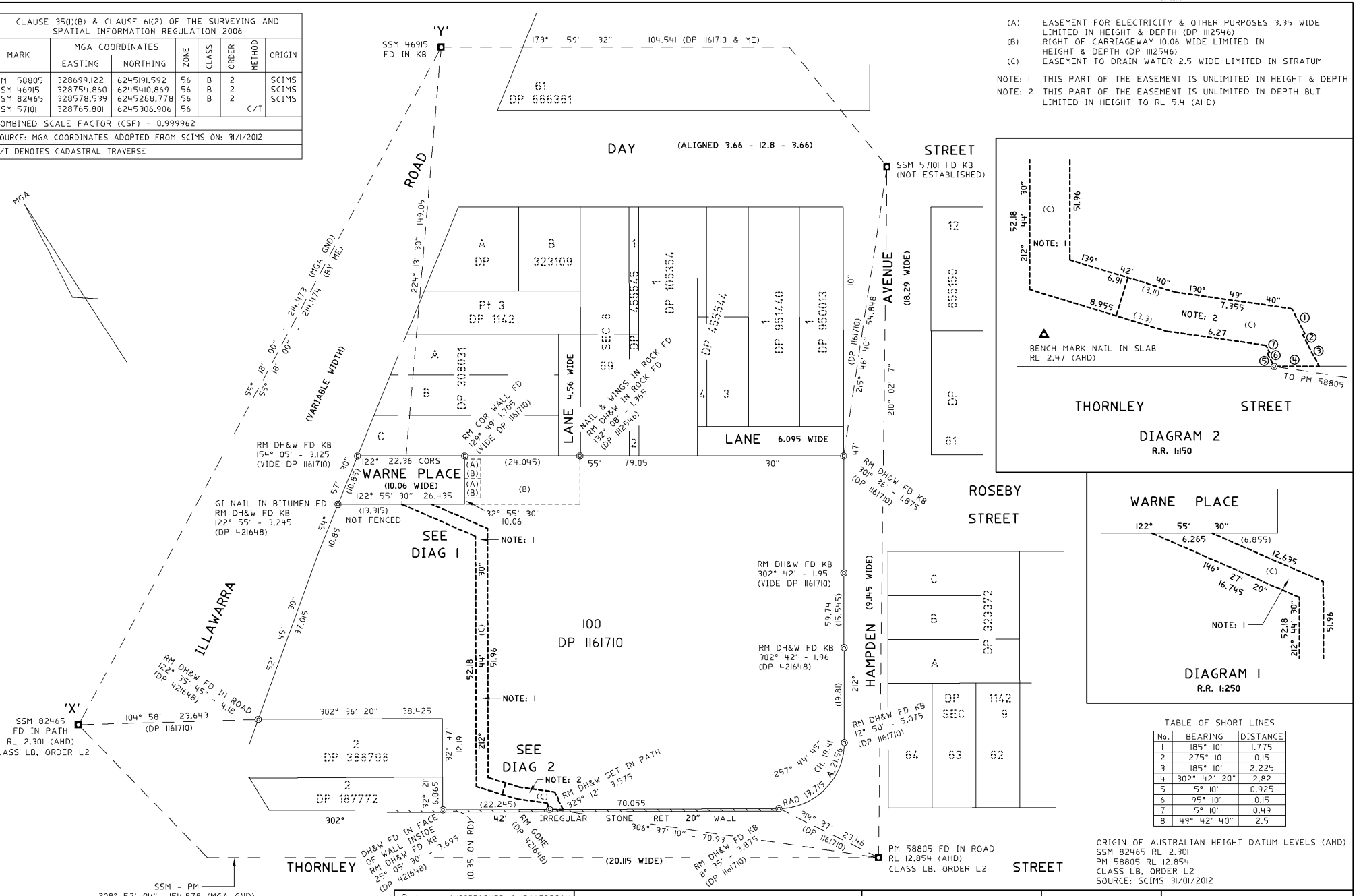


TABLE OF SHORT LINES

No.	BEARING	DISTANCE
1	185° 10'	1.775
2	275° 10'	0.15
3	185° 10'	2.225
4	302° 42' 20"	2.82
5	5° 10'	0.925
6	95° 10'	0.15
7	5° 10'	0.49
8	49° 42' 40"	2.5

ORIGIN OF AUSTRALIAN HEIGHT DATUM LEVELS (AHD)
SSM 82465 RL 2.301
PM 58805 RL 12.854
CLASS LB, ORDER L2
SOURCE: SCIMS 31/01/2012

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN NSW 2200
Date of survey: 29/6/2012
Surveyor's Ref: 11357-18

PLAN OF EASEMENT TO DRAIN WATER OVER LOT 100 IN DP 1161710

LGA: MARRICKVILLE
Locality: MARRICKVILLE
Subdivision No: —
Lengths are in metres. Reduction Ratio 1:500

Registered: 28.9.2012

DP1176757

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R791557 /Doc:DP 1176757 P /Rev:28-Sep-2012 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

Req:R791557 /Doc:DP 1176757 P /Rev:28-Sep-2012 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

PLAN FORM 6 WARNING: **Creasing or folding will lead to rejection** ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

DP1176757

Office Use Only

Registered: 28.9.2012

Title System: TORRENS

Purpose: EASEMENT

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

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

TO CREATE:

1) **EASEMENT TO DRAIN WATER 2.5 WIDE LIMITED IN STRATUM**

TO RELEASE:

1) **EASEMENT FOR DRAINAGE (H997943)**
2) **EASEMENT FOR DRAINAGE (D138065)**
3) **EASEMENT FOR DRAINAGE (C466752)**

PLAN OF EASEMENT TO DRAIN WATER OVER LOT 100 IN DP 1161710

LGA: MARRICKVILLE

Locality: MARRICKVILLE

Parish: PETERSHAM

County: CUMBERLAND

If space is insufficient use PLAN FORM 6A annexure sheet

~~Crown Lands NSW/Western Lands Office Approval~~

~~I,.....in approving this plan certify~~
~~(Authorised Officer)~~
~~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 certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:~~

~~the proposed..... set out herein~~
~~(insert 'subdivision' or 'new road')~~

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

~~Consent Authority:.....~~
~~Date of Endorsement:.....~~
~~Accreditation no:.....~~
~~Subdivision Certificate no:.....~~
~~File no:.....~~

* Strike through inapplicable parts.

Survey Certificate

I, **CHRISTOPHER C. ROBERTSON**

of GEOMETRA CONSULTING Pty Ltd
PO BOX 3530, CENTRO BANKSTOWN NSW 2200

a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on:

.....29/06/2012.....

The survey relates to ....EASEMENT TO DRAIN WATER OVER LOT 100 IN DP 1161710.....

.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature .....Dated: 21/8/12

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: .....'X' – 'Y'.....

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

DP 1161710

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 11357-18

Req:R791557 /Doc:DP 1176757 P /Rev:28-Sep-2012 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:3 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

PLAN FORM 6A | WARNING: Creasing or folding will lead to rejection | ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF EASEMENT TO DRAIN WATER OVER LOT 100 IN DP 1161710

Office Use Only

DP1176757

Office Use Only

Registered: 28.9.2012

Subdivision Certificate No.: —

Date of Endorsement: —

SIGNATURES & SEALS

PHEONIX MARRICKVILLE Pty Ltd
A.C.N. 137 814 889

Simon Xistouris
SOLE DIRECTOR & SECRETARY (PRINT FULL NAME)

DIRECTOR/SECRETARY (SIGNATURE)

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. A.C.N. 050 494 454 by its Attorneys:

and

its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

An Officer of the Bank

Glenn Hilleard
Senior Director, Property Finance

David Greig
Relationship Manager, Property Finance

BANK OF WESTERN AUSTRALIA LTD by its Attorneys:

Signature

Glenn Hilleard
Name and Title (please print)

MORTGAGEE
BY ITS EXECUTION OF THE DOCUMENT, CONSENTS TO THE REGISTRATION OF THE ACCOMPANYING PLAN

Surveyor's Reference: 11357-18

Req:R791558 /Doc:DP 1176757 B /Rev:28-Sep-2012 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:1 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENT TO DRAIN WATER CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 2 Sheet)

Plan: DP1176757

Easement to Drain Water over Lot 100 in DP 1161710

Full name and address of the proprietors of the land:

Pheonix Marrickville Pty Ltd
525 Illawarra Road
MARRICKVILLE NSW 2204

PART 1

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	Easement to drain water 2.5 wide limited in stratum.	100 in DP1161710	Marrickville Council

PART 1A

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for drainage (H.997943, ~~D.138065 & C.466752~~)	100 in DP1161710	Marrickville Council
2	Easement for Drainage D.138065	100 in DP1161710	Marrickville Council
3	Easement for Drainage C.466752	100 in DP1161710	Marrickville Council

PART 2.

1. Terms of the Easement to Drain Water 2.5 wide referred to in abovementioned plan

   Terms as set out in schedule 4A (Easements in Gross) Sec 88A of the Conveyancing Act, 1919 along with the following addition :-

   This easement may not be varied, modified or released without the prior approval of Marrickville Council.

Marrickville Council

.....
Authorised Council Officer

.....
Witness

Req:R791558 /Doc:DP 1176757 B /Rev:28-Sep-2012 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:2 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

INSTRUMENT SETTING OUT TERMS OF EASEMENT TO DRAIN WATER CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 2 of 2 Sheet)

Plan: DP1176757

Easement to Drain Water over Lot 100 in DP 1161710

PHEONIX MARRICKVILLE Pty Ltd
A.C.N. 137 814 889

Simon Xistouris
SOLE DIRECTOR & SECRETARY
(PRINT FULL NAME)

DIRECTOR/SECRETARY
(SIGNATURE)

REGISTERED 28.9.2012

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. A.C.N. 050 494 454 by its Attorneys:

and

Its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

An Officer of the Bank

David Greig
Relationship Manager, Property Finance

BANK OF WESTERN AUSTRALIA LTD by its Attorneys:

Signature

Name and Title (please print)

Glenn Hilleard
Senior Director, Property Finance

MORTGAGEE

Marrickville Council

Authorised Council Officer

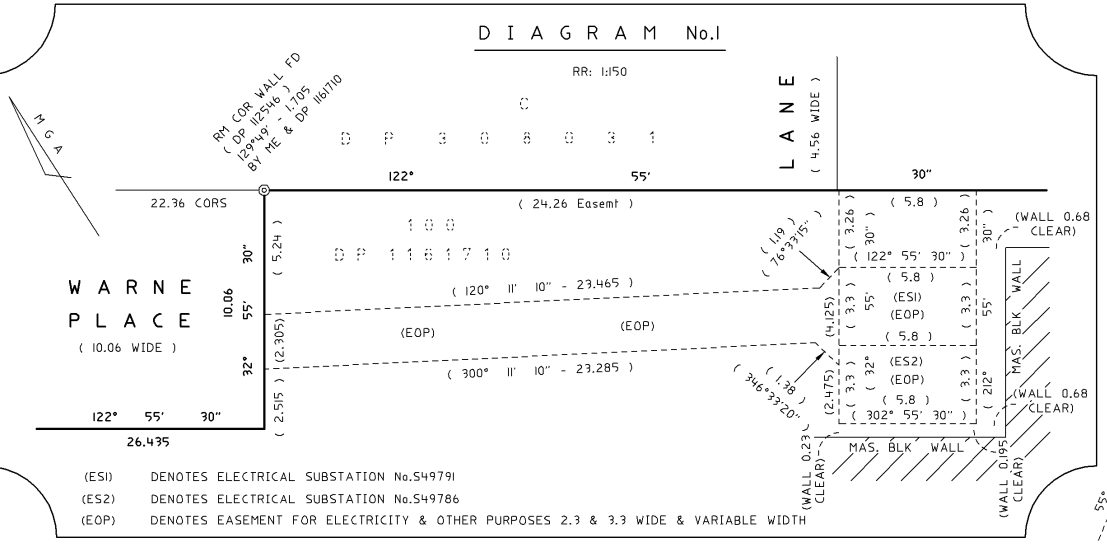
PETER FREDRICK WOTTON

Witness

Req:R791559 /Doc:DP 1181707 P /Rev:16-Jan-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

DIAGRAM No.1

RR: 1:150



(ESI) DENOTES ELECTRICAL SUBSTATION No.S49791

(ES2) DENOTES ELECTRICAL SUBSTATION No.S49786

(EOP) DENOTES EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.3 & 3.3 WIDE & VARIABLE WIDTH

DIAGRAM No.2

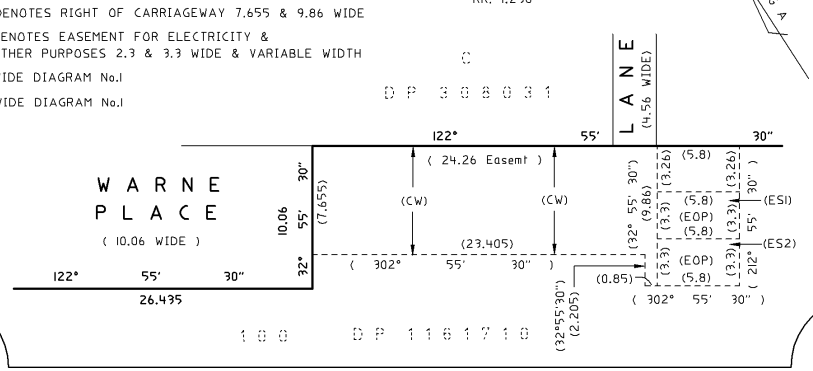
RR: 1:250

(CW) DENOTES RIGHT OF CARRIAGEWAY 7.655 & 9.86 WIDE

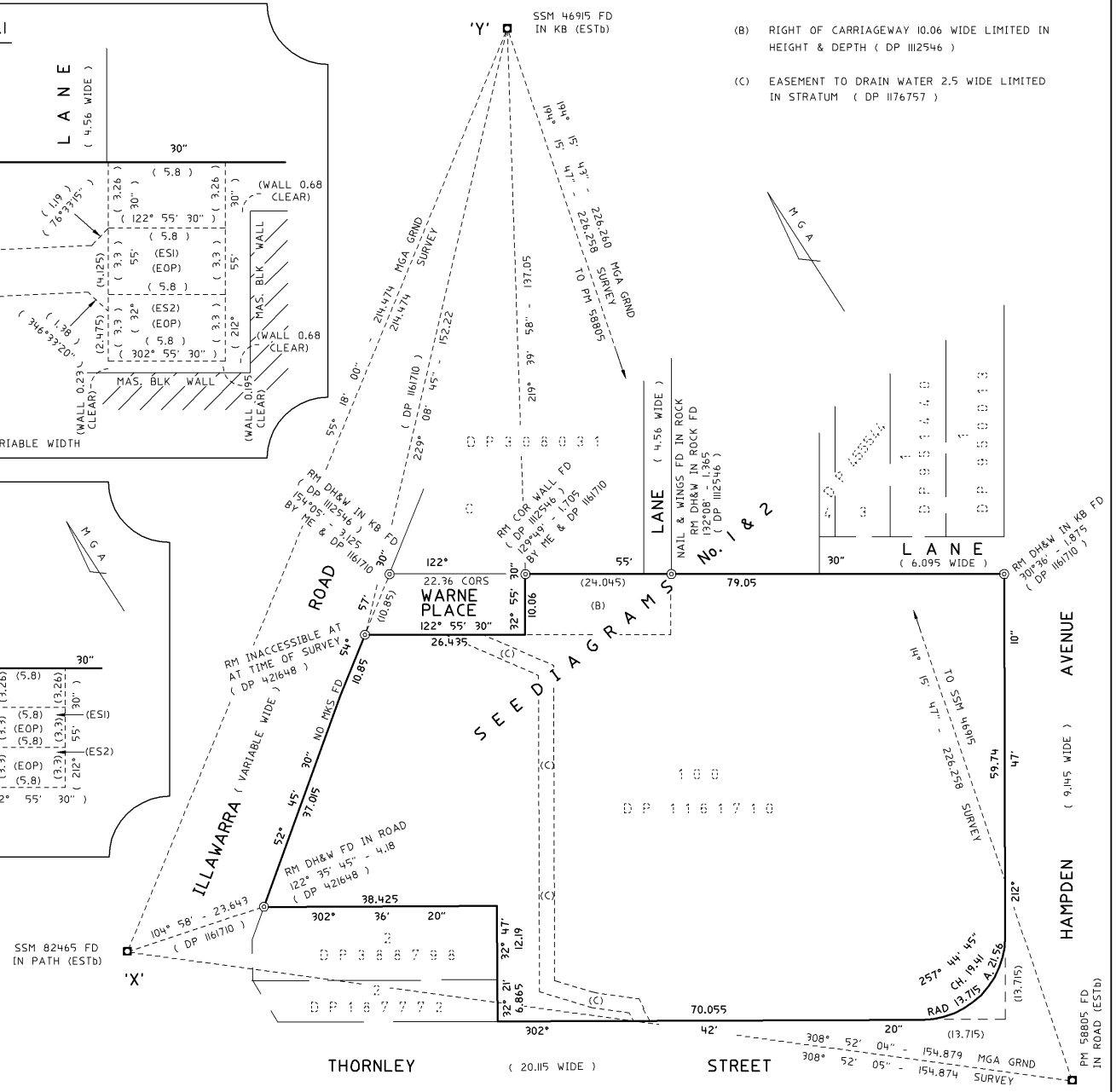
(EOP) DENOTES EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.3 & 3.3 WIDE & VARIABLE WIDTH

(ESI) VIDE DIAGRAM No.1

(ES2) VIDE DIAGRAM No.1



SURVEYING & SPATIAL INFORMATION REGULATION 2012, CLAUSE 35 (1) (B) & CLAUSE 61 (2)								
MARK	MGA COORDINATES		ZONE	CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING					
PM 58805	328699.122	6245191.592	56	B	2		SCIMS
SSM 46915	328754.860	6245410.869	56	B	2		SCIMS
SSM 82465	328578.539	6245288.778	56	B	2		SCIMS
COMBINED SCALE FACTOR (CSF) = 0.999958							
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS ON: 7/01/2013 CT = CADASTRAL TRAVERSE							



(B) RIGHT OF CARRIAGEWAY 10.06 WIDE LIMITED IN HEIGHT & DEPTH (DP 1112546)

(C) EASEMENT TO DRAIN WATER 2.5 WIDE LIMITED IN STRATUM (DP 1176757)

Surveyor: GIUSEPPE JOHN BOTTARO GEOMETRA CONSULTING PTY LTD PO BOX 3530 CENTRO BANKSTOWN NSW 2200 Date : 7/11/2012 Surveyor's Ref: 11357-31	PLAN CREATING EASEMENTS OVER LOT 100 IN DP 1161710	LGA: MARRICKVILLE Locality: MARRICKVILLE Subdivision No: ——— Lengths are in metres. Reduction Ratio 1:500	Registered: 16-1-2013	DP1181707

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

Req:R791559 /Doc:DP 1181707 P /Rev:16-Jan-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:215209

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 16-1-2013

Title System: TORRENS

Purpose: EASEMENT

Office Use Only

DP1181707

PLAN CREATING EASEMENTS OVER LOT 100 IN DP 1161710

LGA: MARRICKVILLE

Locality: MARRICKVILLE

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, ...

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, GIUSEPPE JOHN BOTTARO

Of GEOMETRA CONSULTING P/L

PO BOX 3530 CENTRO BANKSTOWN NSW 2200

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~~ .....

*(b) The part of the land shown in the plan (*being/~~*excluding ^~~ ..... THE EASEMENTS CREATED .....) 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: 7/11/2012

Surveyor ID: 564

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, public reserves and drainage reserves.

Pursuant to Section 88B of the Conveyancing Act, 1919

It is intended to create:
1. **Easement for Electricity and Other Purposes** (2.3 & 3.3 Wide & Variable Width) shown as (EOP)
2. **Right of Carriageway** (7.655 & 9.86 Wide) shown as (CW)

It is intended to release :
1. **Easement for Electricity and Other Purposes** 3.35 Wide Limited in Height & Depth (DP 1112546)

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

DP 1161710

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference:11357-31

Req:R791559 /Doc:DP 1181707 P /Rev:16-Jan-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /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: 16-1-2013

Office Use Only

DP1181707

PLAN CREATING EASEMENTS OVER LOT 100 IN DP 1161710

Subdivision Certificate number: ———

Date of Endorsement: ———

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.

SIGNATURES & SEALS

PHEONIX MARRICKVILLE PTY LTD

A.C.N: 137 814 880

Simon Xistouris

~~DIRECTOR~~ (Print Full Name)

SOLE DIRECTOR & SECRETARY

~~DIRECTOR~~ (Signature)

SOLE DIRECTOR & SECRETARY

~~SECRETARY (Print Full Name)~~

~~SECRETARY (Signature)~~

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by it's duly constituted attorney under power of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

by its attorney:

Signature

Glenn Hilleard

Name

Senior Director

Title

~~An Officer of the Bank~~

DAVID GOBLE

Witness name

AUSGRID

BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF ~~THIS DOCUMENT~~

by Lisa Anne Maltby

its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401

Attorney

Witness

MORTGAGEE

BY ITS EXECUTION, CONSENTS TO THE REGIATRATION OF THIS DOCUMENT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11357-31 ~~LPI File 2012M7100 (1664) Comp~~

Req:R791560 /Doc:DP 1181707 B /Rev:16-Jan-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:1 of 3
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ePlan

INSTRUMENT SETTING OUT TERMS OF THE EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 3 Sheets)

Plan: DP1181707

Plan creating easements over Lot 100 in DP 1161710

Full names and address of the owners of the land:

Pheonix Marrickville Pty Ltd
575 Illawara Road
MARRICKVILLE NSW 2204

PART 1

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	Easement for Electricity and Other Purposes (2.3 & 3.3 Wide & Variable Width) (EOP)	Lot 100 in DP 1161710	Ausgrid ABN:67 505 337 385
2	Right of Carriageway (7.655 & 9.86 wide) (CW)	Lot 100 in DP 1161710	Ausgrid ABN:67 505 337 385

PART 1A

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity and Other Purposes (3.35 wide) Limited in Height & Depth (DP 1112546)	Lot 100 in DP 1161710	AusGrid ABN:67 505 337 385

PART 2

1. **Terms of the Easement for Electricity and Other Purposes numbered 1 in the plan**

This easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as"easement for electricity works" in the memorandum.

.....
Witness to the Mortgagee (Initial)

.....
Witness to AusGrid (Initial)

Req:R791560 /Doc:DP 1181707 B /Rev:16-Jan-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:2 of 3
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ePlan

INSTRUMENT SETTING OUT TERMS OF THE EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 2 of 3 Sheets)

Plan: DP1181707

Plan creating easements over Lot 100 in DP 1161710

2. **Terms of the Right of Carriageway numbered 2 in the plan**

Right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 (as amended) together with the right to park work vehicles upon the right of carriageway.

PHEONIX MARRICKVILLE PTY LTD
ACN: 137 814 889

Simon Xistouris
~~DIRECTOR~~ (Print Full Name)

~~DIRECTOR~~ (Signature)

SOLE DIRECTOR & SECRETARY.

~~SECRETARY (Print Full Name)~~

~~SECRETARY (Signature)~~

SIGNED SEALED AND DELIVERED for and On behalf of AUSGRID by Lisa Anne Maffina its duty constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401 in the presence of

Attorney

K Bostock
Witness (Signature)

Karen Bostock
Name of Witness (Print Full Name)

570 George Street
SYDNEY NSW 2000

45 Clarence St Sydney (BANKER)
Address of Witness

Witness to the Mortgagee (Initial)

Witness to AusGrid (Initial)

K Bostock

Req:R791560 /Doc:DP 1181707 B /Rev:16-Jan-2013 /NSW LRS /Pgs:ALL /Prt:05-May-2021 11:11 /Seq:3 of 3
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ePlan

INSTRUMENT SETTING OUT TERMS OF THE EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 3 of 3 Sheets)

Plan: DP1181707

Plan creating easements over Lot 100 in DP 1161710

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by it's duly constituted attorney under power of attorney no. Book 4536 No. 709

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

An Officer of the Bank

DAVID GREIG

Witness name

by its attorney:

G. Hilleard

Signature

Glenn Hilleard

Name

Senior Director

Title

MORTGAGEE

BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

DAVID MARTIN GREIG

Witness to the Mortgagee (Print Full Name)

Witness to the Mortgagee (Signature)

45 Clarence St, Sydney (BANKER)

Witness to the Mortgagee (Address & Occupation)

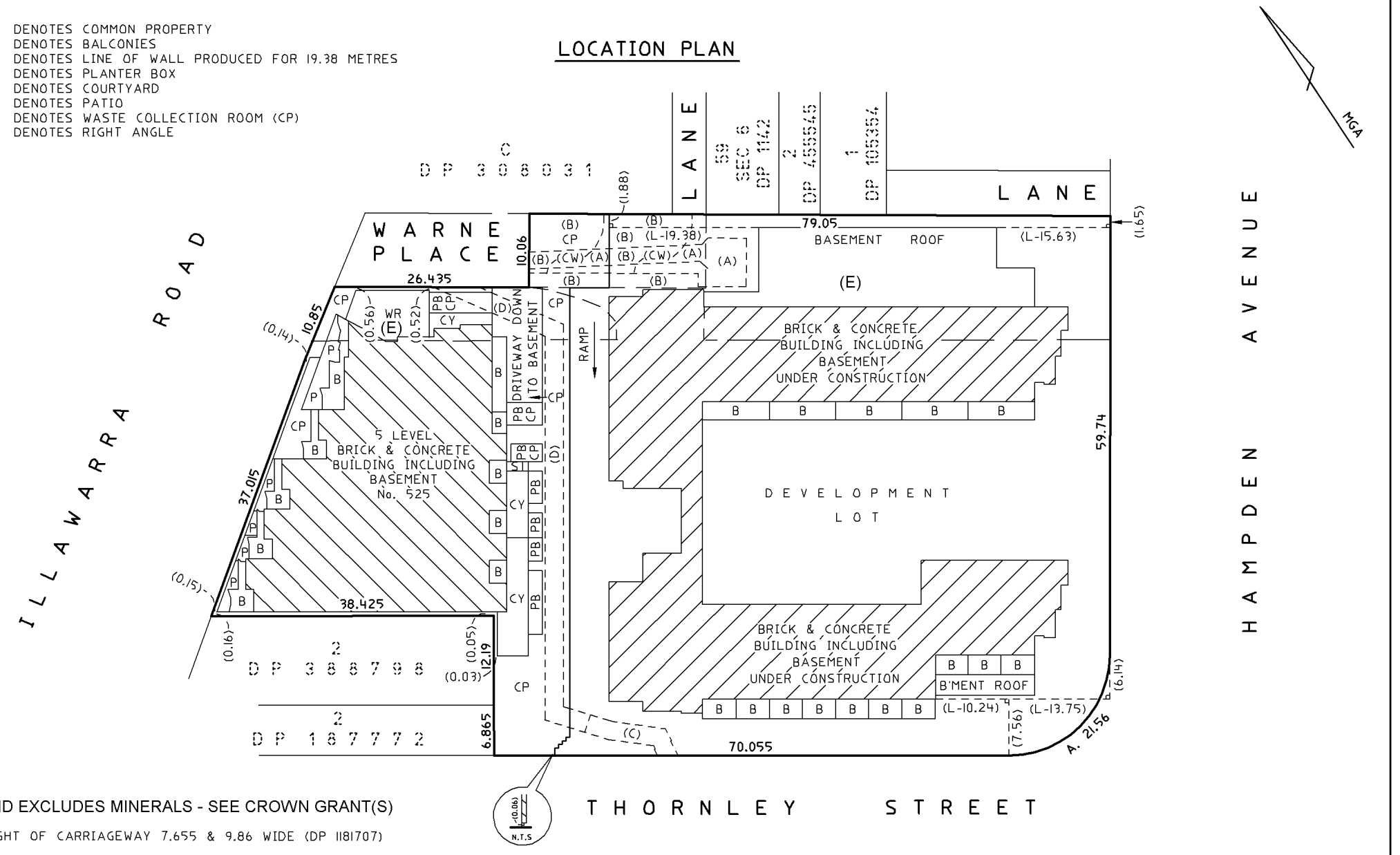
Witness to the Mortgagee (Initial)

Witness to AusGrid (Initial)

REGISTERED 16-1-2013

CP DENOTES COMMON PROPERTY
B DENOTES BALCONIES
(L-19.38) DENOTES LINE OF WALL PRODUCED FOR 19.38 METRES
PB DENOTES PLANTER BOX
CY DENOTES COURTYARD
P DENOTES PATIO
WR DENOTES WASTE COLLECTION ROOM (CP)
∟ DENOTES RIGHT ANGLE

LOCATION PLAN



(E) LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)

(CW) RIGHT OF CARRIAGEWAY 7.655 & 9.86 WIDE (DP 1181707)

(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.3 & 3.3 WIDE & VARIABLE WIDTH (DP 1181707)

(B) RIGHT OF CARRIAGEWAY 10.06 WIDE LIMITED IN STRATUM (DP 1112546)

(C) EASEMENT TO DRAIN WATER 2.5 WIDE LIMITED IN STRATUM (DP 1176757)

(D) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1176757) (UNLIMITED)

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-27 (5/12/2012)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1:500

Registered: 31-01-2013

SP87838

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

Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:1 of 11
© Office of the Registrar-General /Src:TRISearch /Ref:242055

Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:2 of 11
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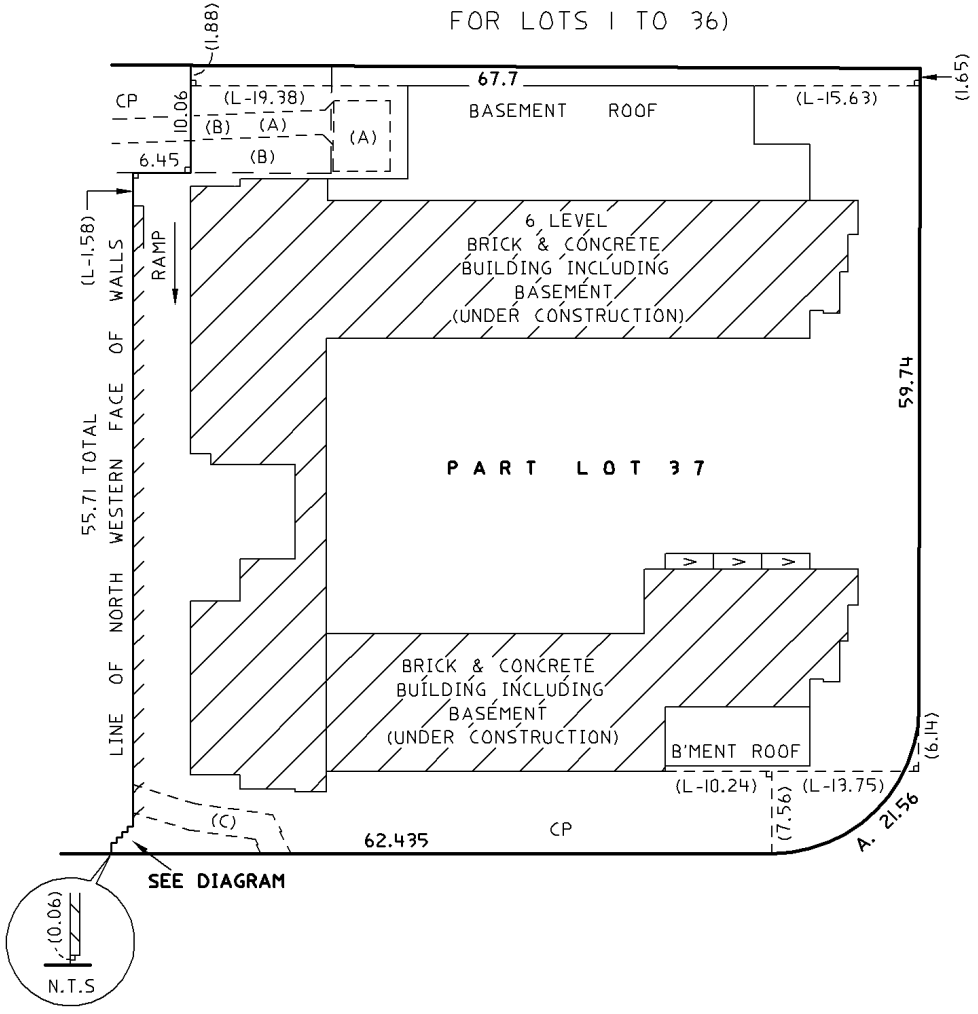
FLOOR PLAN
LEVEL TWO (GROUND FLOOR)

(SEE SHEETS 3 TO 8 FOR LOTS 1 TO 36)



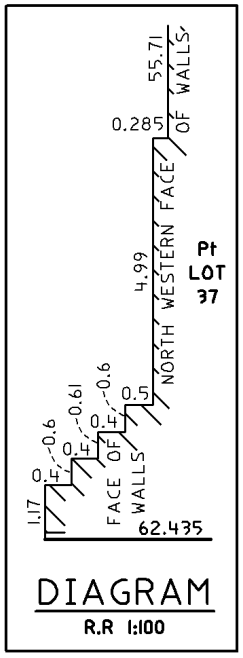
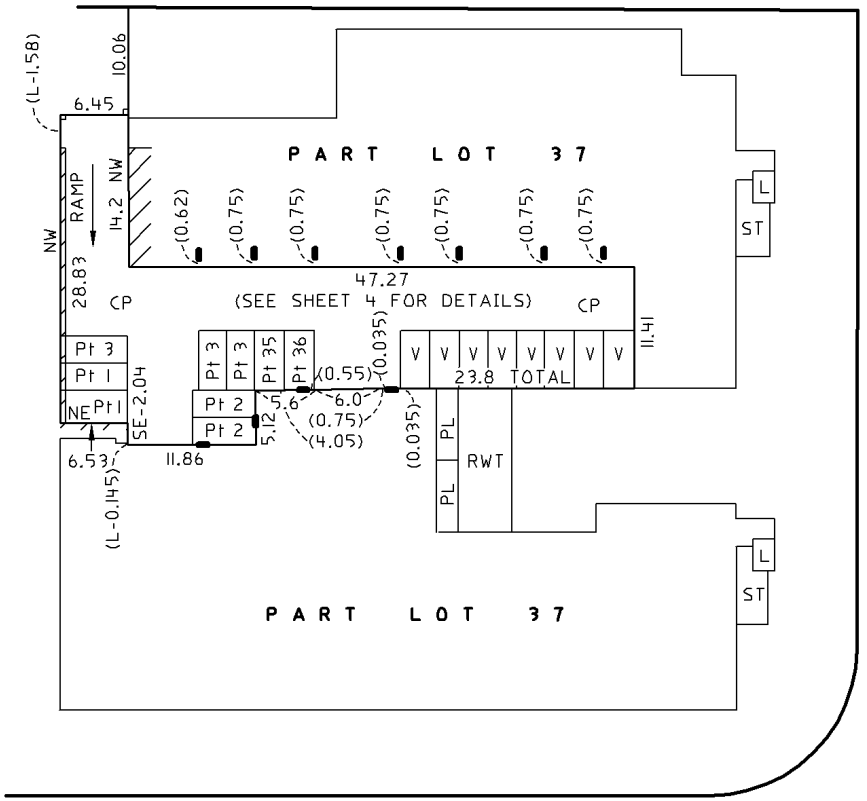


DIAGRAM
R.R 1:100

FLOOR PLAN
LEVEL ONE (BASEMENT)



L	DENOTES LIFT		DENOTES BOUNDARY PASSES THROUGH CENTRE OF COLUMN
ST	DENOTES STAIRS	SE	DENOTES SOUTH EAST FACE OF WALL
RWT	DENOTES RAIN WATER TANK	NW	DENOTES NORTH WEST FACE OF WALL
PL	DENOTES PLANT ROOM	NE	DENOTES NORTH EAST FACE OF WALL
CP	DENOTES COMMON PROPERTY	(L-1.58)	DENOTES PROLONGATION OF FACE OF WALL FOR 1.58
⌐	DENOTES RIGHT ANGLE		

(A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.3 & 3.3 WIDE & VARIABLE WIDTH (DP)

(B) RIGHT OF CARRIAGEWAY 10.06 WIDE LIMITED IN STRATUM (DP 1112546)

(C) EASEMENT TO DRAIN WATER 2.5 WIDE LIMITED IN STRATUM (DP 1176757)

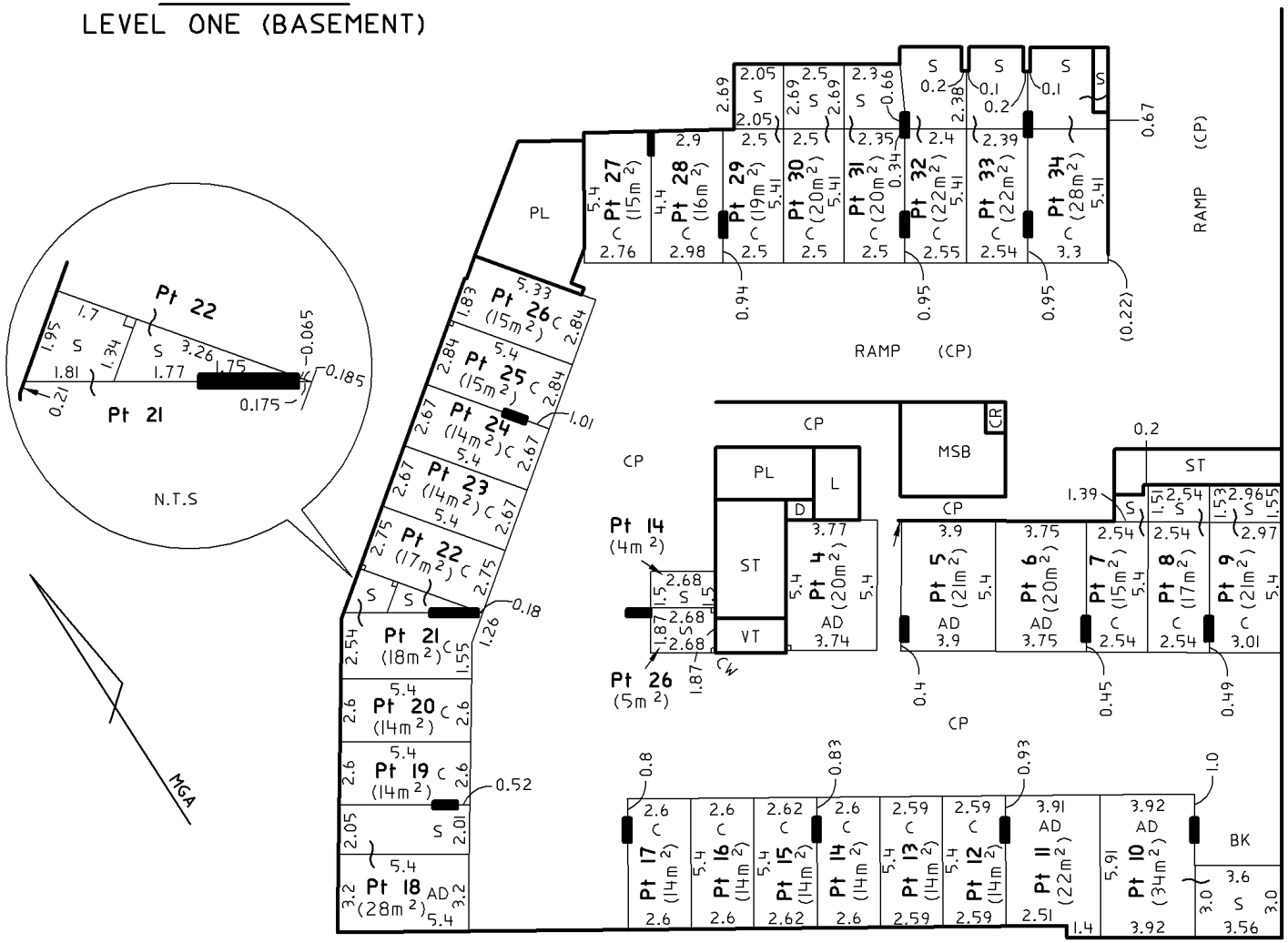
Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-27 (5/12/2012)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1:500

Registered: 31-01-2013

SP87838

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

FLOOR PLAN
LEVEL ONE (BASEMENT)



CP DENOTES COMMON PROPERTY
C DENOTES CARSPACE
V DENOTES VISITOR CARSPACE (CP)
ST DENOTES STAIRS (CP)
S DENOTES STORAGE
L DENOTES LIFT (CP)
AD DENOTES ADAPTABLE CARSPACE
PL DENOTES PLANT ROOM (CP)
MSB DENOTES MAIN SWITCH ROOM (CP)
CR DENOTES COMMS ROOM (CP)
VT DENOTES VENT (CP)
CW DENOTES CORNER OF WALL
BK DENOTES BIKE RACK (CP)
D DENOTES DUCT (CP)
DENOTES RIGHT ANGLE
DENOTES BOUNDARY PASSES THROUGH CENTRE OF COLUMN
DENOTES BOUNDARY PASSES ALONG FACE OF COLUMN

Pt 3
Pt 1
Pt 1

(SEE SHEET 4)

PART LOT 37

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-27 (5/12/2012)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1:200

Registered: 31-01-2013

SP87838

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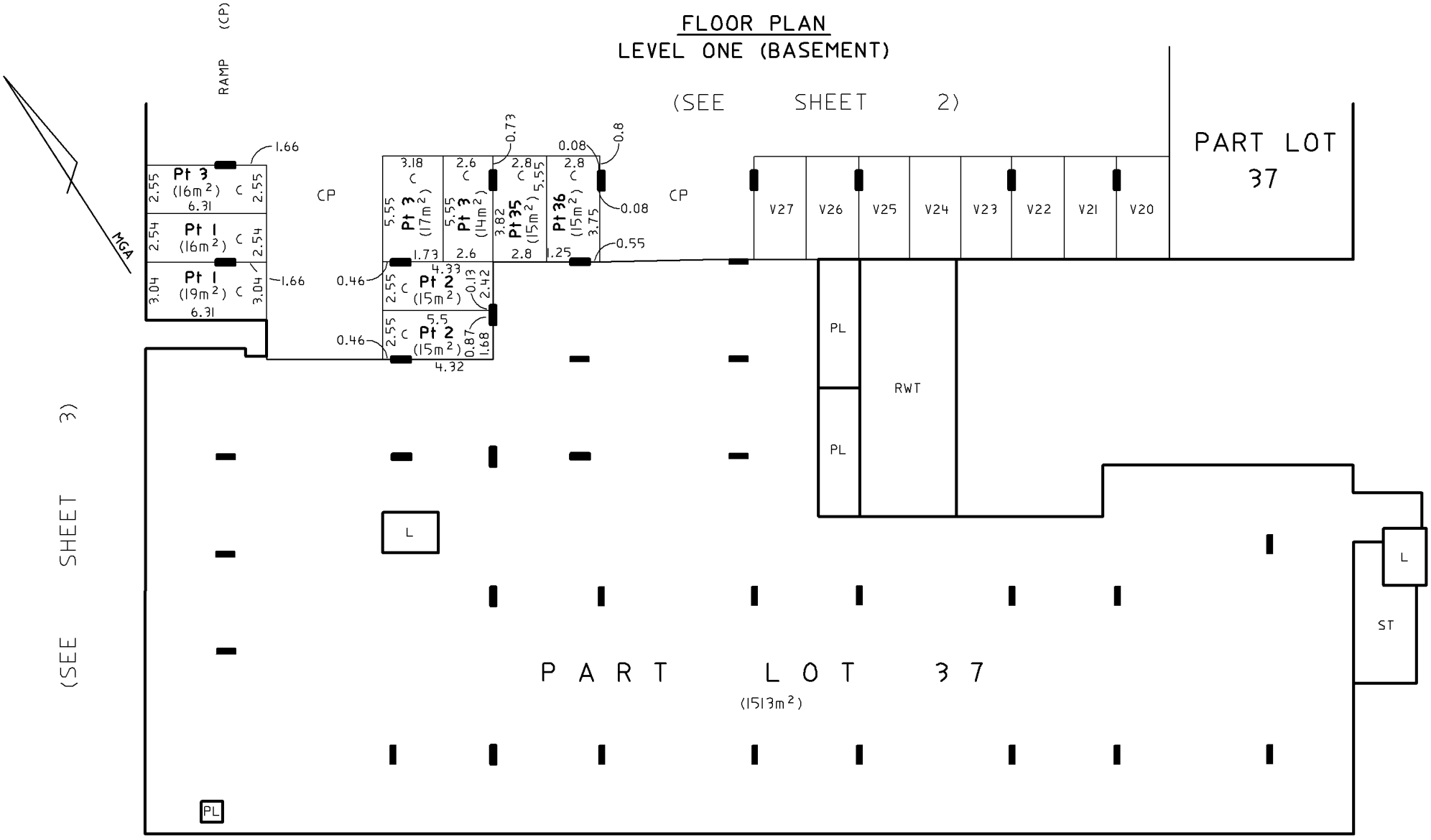
FLOOR PLAN
LEVEL ONE (BASEMENT)



CP DENOTES COMMON PROPERTY
V20,V21 DENOTES VISITOR CARSPACE No.20 & No.21 (CP)
C DENOTES CARSPACE
ST DENOTES STAIRS (CP)
L DENOTES LIFT (CP)
PL DENOTES PLANT (CP)
RWT DENOTES RAIN WATER TANK (CP)
DENOTES BOUNDARY PASSES THROUGH CENTRE OF COLUMN

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
PO BOX 3530, CENTRO BANKSTOWN
NSW 2200
Surveyor's Ref: 11357-27 (5/12/2012)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1:200

Registered: 31-01-2013

SP87838

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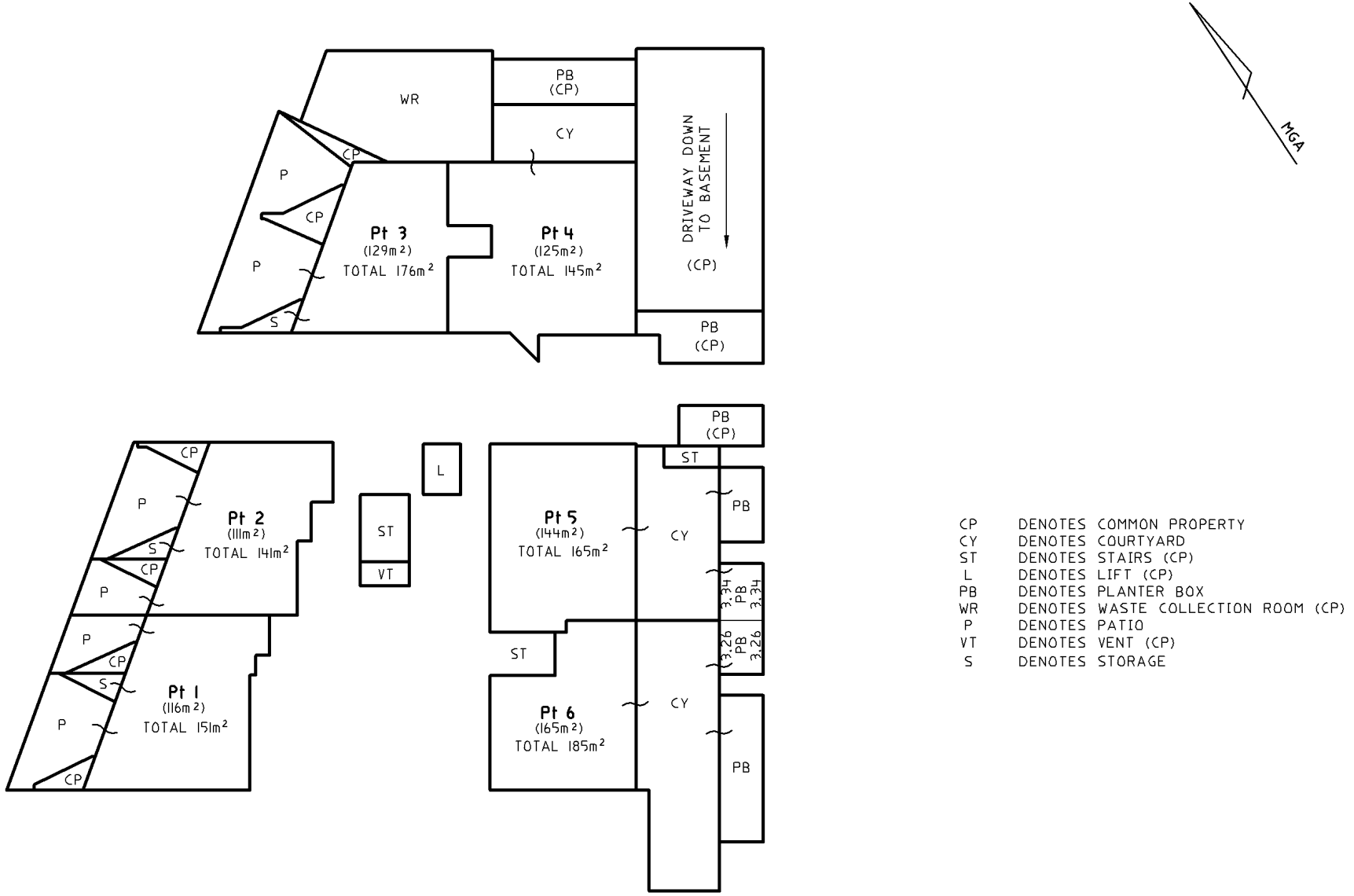
Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:4 of 11
Office of the Registrar-General /Src:TRISearch /Ref:242055
© .

FLOOR PLAN
LEVEL TWO (GROUND FLOOR)



CP	DENOTES COMMON PROPERTY
CY	DENOTES COURTYARD
ST	DENOTES STAIRS (CP)
L	DENOTES LIFT (CP)
PB	DENOTES PLANTER BOX
WR	DENOTES WASTE COLLECTION ROOM (CP)
P	DENOTES PATIO
VT	DENOTES VENT (CP)
S	DENOTES STORAGE

COURTYARDS (TILED), PATIOS & PLANTER BOXES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR HARDSTAND FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
CENTRO BANKSTOWN NSW 2200
PO BOX 3530
Surveyor's Ref: 11357-27 (5/12/12)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1: 250

Registered: 31-01-2013

SP87838

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

Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:5 of 11
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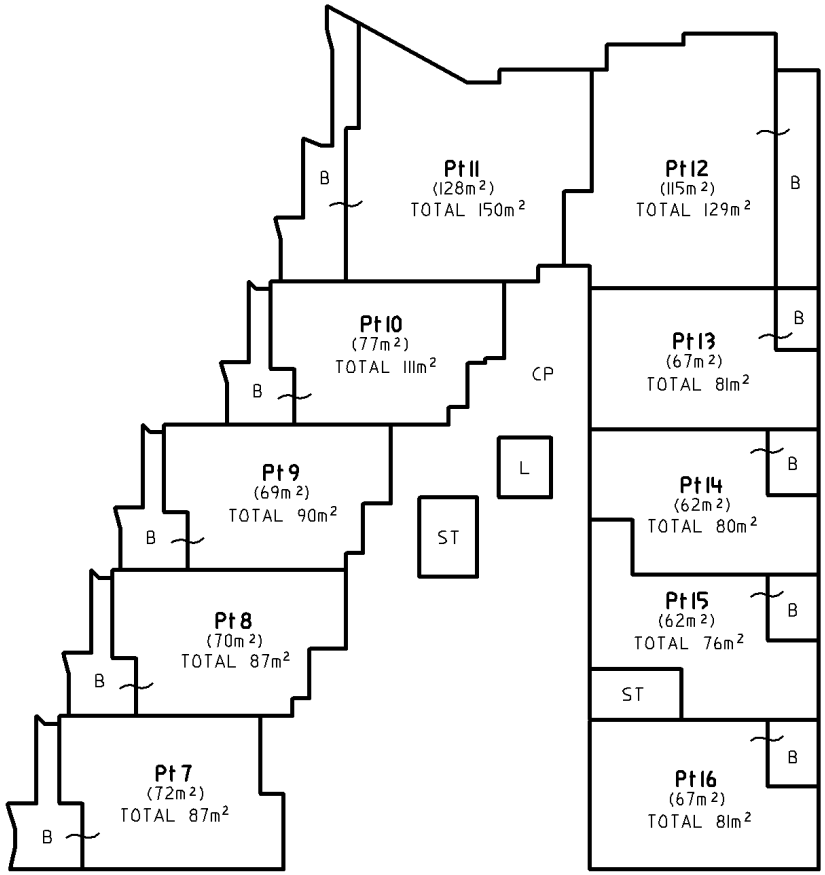
FLOOR PLAN
LEVEL THREE (FIRST FLOOR)



CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
ST DENOTES STAIRS (CP)
L DENOTES LIFT (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
CENTRO BANKSTOWN NSW 2200
PO BOX 3530
Surveyor's Ref: 11357-27 (5/12/2012)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1: 250

Registered: 31-01-2013

SP87838

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Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:6 of 11
© Office of the Registrar-General /Src:TRISearch /Ref:242055

Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:7 of 11
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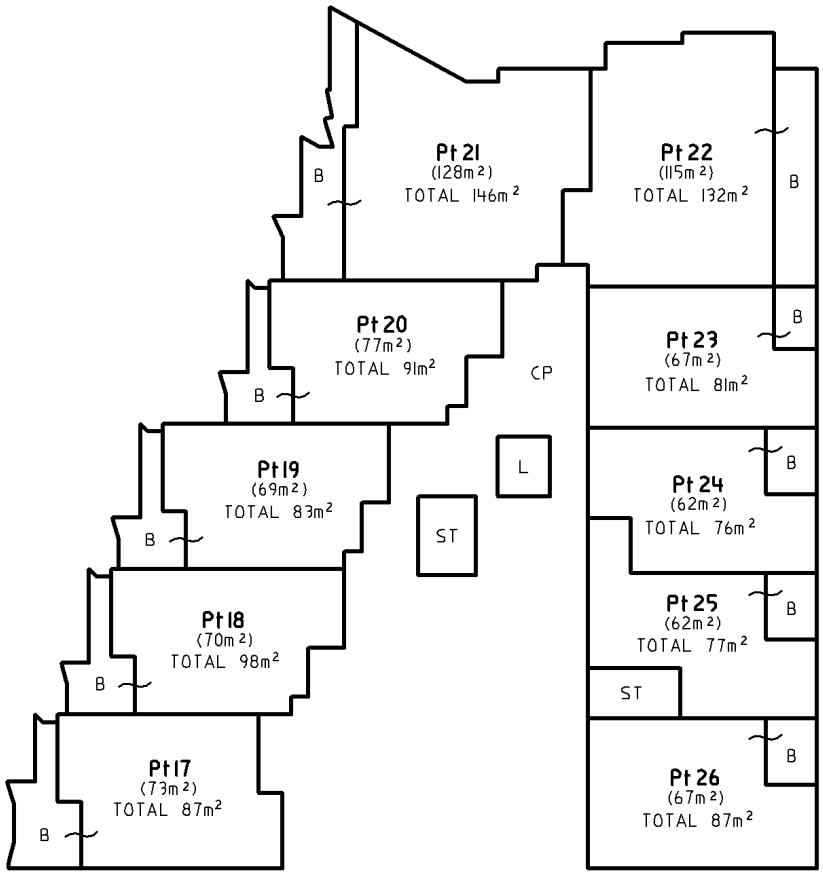
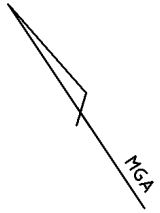
FLOOR PLAN
LEVEL FOUR (SECOND FLOOR)





CP	DENOTES COMMON PROPERTY
B	DENOTES BALCONY
ST	DENOTES STAIRS (CP)
L	DENOTES LIFT (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
CENTRO BANKSTOWN NSW 2200
PO BOX 3530
Surveyor's Ref: 11357-27 (5/12/2012)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1: 250

Registered: 31-01-2013

SP87838

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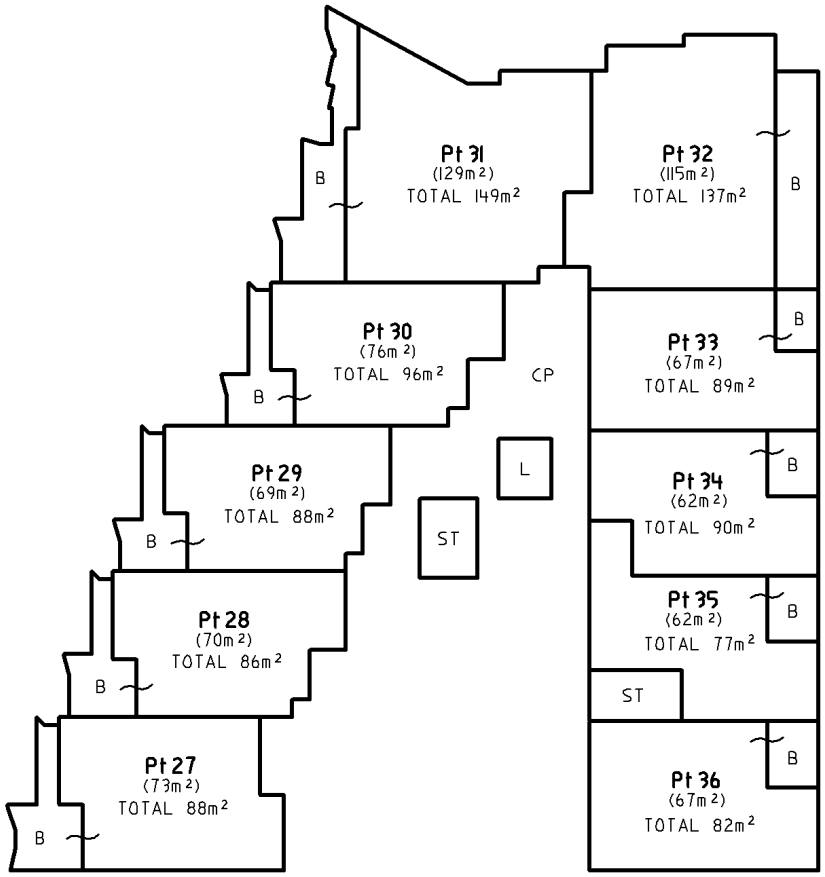
FLOOR PLAN
LEVEL FIVE (THIRD FLOOR)



CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
ST DENOTES STAIRS (CP)
L DENOTES LIFT (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
GEOMETRA CONSULTING PTY LTD
CENTRO BANKSTOWN NSW 2200
PO BOX 3530
Surveyor's Ref: 11357-27 (5/12/2012)
Subdivision No: 13/12
Lengths are in metres. Reduction Ratio 1: 250

Registered: 31-01-2013

SP87838

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

Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:8 of 11
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Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:9 of 11
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ePlan

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 31-01-2013

Purpose: STRATA PLAN

Office Use Only

SP87838

PLAN OF SUBDIVISION OF LOT 100 IN DP 1161710

LGA: MARRICKVILLE

Locality: MARRICKVILLE

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

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

*The Accredited Certifier: John Morgan

Accreditation number: BPB 275,

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A 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: 21/12/12

Subdivision number: 13/12

Relevant Development Consent number: 201100182

Issued by: Marrickville Council

Signature: .....

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

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No 87838

525 Illawarra Road, Marrickville, NSW, 2204

The adopted by-laws for the scheme are:

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

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

* By-laws in 7 sheets filed with plan.

* Strike through if inapplicable

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

Surveyor's Certificate (Approved Form 3)

I, CHRISTOPHER C. ROBERTSON

of GEOMETRA CONSULTING P/L PO BOX 3530 CENTRO BANKSTOWN NSW 2200 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: 5th DECEMBER 2012

* Strike through if inapplicable.

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

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 11357-27 (STAGE 1)

PPN SP 87838

Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:10 of 11
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 31-01-2013

Office Use Only

SP87838

PLAN OF SUBDIVISION OF LOT 100 IN DP 1161710

Subdivision Certificate number: 13/12

Date of endorsement: 21/12/12

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

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

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E.
1	76
2	79
3	80
4	95
5	96
6	76
7	73
8	73
9	73
10	73

LOT No.	U.E.
11	96
12	96
13	73
14	73
15	72
16	73
17	73
18	73
19	73
20	73

LOT No.	U.E.
21	96
22	96
23	73
24	73
25	72
26	73
27	73
28	73
29	73
30	74

LOT No.	U.E.
31	96
32	96
33	73
34	73
35	73
36	73
37	7171
TOTAL	10000

THIS PLAN CONTAINS A STRATA DEVELOPMENT CONTRACT CONSISTING OF .....18..... PAGES

Approved Form 29

WARNING STATEMENT REGARDING THE INITIAL SCHEDULE OF UNIT ENTITLEMENTS

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with Section 28QAA Strata Schemes (Freehold Development) Act 1973 or Section 57AAA Strata Schemes (Leasehold Development) Act 1986.

If space is insufficient use additional annexure sheet.

Surveyor's Reference:11357-27 (STAGE 1)

PPN SP87838

Req:R936063 /Doc:SP 0087838 P /Rev:04-Feb-2013 /NSW LRS /Pgs:ALL /Prt:21-Aug-2024 08:36 /Seq:11 of 11
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 31-01-2013

Office Use Only

SP87838

PLAN OF SUBDIVISION OF LOT 100 IN DP 1161710

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

- A Schedule of Unit Entitlements.
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- 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: 13/12

Date of endorsement: 21/12/12

SIGNATURES & SEALS

PHEONIX MARRICKVILLE PTY LTD

A.C.N. 137 814 889

Simon Xistouris ....

~~DIRECTOR~~ (Print Full Name) ~~DIRECTOR~~ (Signature)

SOLE DIRECTOR / SECRETARY

....

~~SECRETARY (Print Full Name)~~ ~~SECRETARY (Signature)~~

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by it's duly constituted attorney under power of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

An Officer of the Bank

DAVID GREIG

Witness name

by its attorney:

Signature

Glenn Hilleard

Name

Senior Director

Title

MORTGAGEE

BY ITS EXECTION OF THIS DOCUMENT, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 11357-27 (STAGE 1)

PPN SP87838

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Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP87838-4605

Land Registry Document Identification

AW195509

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/SP87838	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP87838

Other legal entity

Meeting Date

18/03/2026

Repealed by-law No.	
Details	NOT APPLICABLE
Amended by-law No.	
Details	SBL9
Added by-law No.	
Details	SPECIAL BY LAW 24

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP87838
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	09/06/2026

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NETSTRATA

By-Laws

Electronic signature of me, Andrew Tunks, affixed by me, on 04/05/26 at 09:30 AM Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan 87838

525 ILLAWARRA ROAD MARRICKVILLE "Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 31/01/2013

1 Noise

(a) An owner or occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2 Parking

(a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.
(b) Except without the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended.

3 Obstruction of Common Property

(a) 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

(a) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation;
i. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
ii. Use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

(a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
(b) An approval given by the Owners Corporation under subclause 5(a) cannot authorise any additions to the common property.
(c) This by-law does not prevent on owner or person authorised by an owner from installing:
(i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
(ii) any screen or other device to prevent entry of animals or insects on the lot, or
(iii) any structure or device to prevent harm to children, or
(iv) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
(d) Any such locking or safety device, screen or 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 rest of the building.
(e) Despite Section 62 of the Strata Management Act 1996, the owner of a lot must:
(i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause

Strata Plan ...87838.... Common Seal

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5(c) that forms part of the common property and that services the lot, and
(ii) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause 5(c) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

(a) 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

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

8 Behaviour of Invitees

(a) 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

(a) 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.
(b) An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

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 be 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.
(4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

11 Cleaning Windows and Doors

(a) Except in the circumstances referred to in clause 11(b), an owner or occupier of a lot is responsible for cleaning

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all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
(b) 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.

12 Storage of Flammable Liquids and Other Substances and Materials

(a) 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, flammable chemical, liquid, or gas or other flammable material.
(b) 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.

13 Moving Furniture and Other Objects on or Through Common Property

(a) An owner or occupier of a lot must not transport any furniture or large objects through or on common property within the building unless sufficient notice has first been given to the Owners Corporation.
(b) An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
(c) An owner or occupier of a Lot shall not transport any such items as referred to in 13(a) in the lift other than in a manner determined by the Owners Corporation and only if the lift and common property is left in a clean and tidy state after the transportation of such items has occurred.
(d) An owner or occupier of a lot shall only transport any furniture, large object or articles between the hours determined by the Owners Corporation from time to time including the designated use of a lift as determined so as to minimise damage to common property and disruption to any other owner or occupant.

14 Floor Coverings

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

15 Garbage Disposal

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

16 Keeping of Animals

Standard By-Law 16 was repealed by the Owners Corporation on 15/03/2022

17 Appearance of Lot

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

18 Windows and Sliding Doors Coverings

(a) An owner or occupier must not hang curtains, blinds or louvers visible from outside the lot unless those curtains or louvers have backing of such a colour and design approved by the Owners Corporation;
(b) An owner or occupier of a lot must not install, renovate and/or replace a curtain, blind or louver without having the colour and design on the backing approved by the Owners Corporation;
(c) In giving its approval, the Owners Corporation must ensure so far as practicable that backings used in all lots present a uniform appearance when viewed from outside the building.
(d) An owner or occupier of a lot must not apply, stick or attach anything, including frosting, to the glass forming part of any balcony.
(e) Only window coverings approved by the Owners Corporation before installation are to be installed on any window. This is to ensure the building is uniform whether viewed from inside or outside the building.

19 Change in Use of Lot to be Notified

(a) 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).

20 Provision of amenities or service

(a) The Owners Corporation may, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots;
i. Window cleaning,
ii. Garbage disposal and recycling services,
iii. Electricity, gas or water supply
iv. Telecommunication services (for example, cable television, cable internet and wifi),
v. Cleaning and landscape maintenance,
vi. Service contracts for the lift, car stacker or mechanical ventilation
(b) If the Owners Corporation makes a resolution referred to in sub clause 20(a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

NOTE: Section 111 of the Strata Schemes Management Act 1996 provides that an Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 Name of Occupier

(a) Pursuant to Section 119 of the Strata Schemes Management Act 1996, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot within 14 days after commencement of the lease that they take possession of the lot.

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22 Access to Lot

(a) Pursuant to Section 65 of the Strata Schemes Management Act 1996, an owner or occupier must allow access to a unit to investigate and/or repair common property;
i. in an emergency, without notice,
ii. on reasonable notice at other times.

23 Alterations to Lot

(a) Pursuant to Section 116 of the Strata Schemes Management Act 1996 the owner of a lot must not alter the structure of the lot without giving to the Owners Corporation, not later than 14 days notice before commencement of the alteration, a written notice describing the proposed alteration.

24 Nuisance

(a) Pursuant to Section 117(1) of the Strata Schemes Management Act 1996, an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot.

25 Compensation to Owners Corporation

(a) Without in any way limiting the generality of his or her liability otherwise howsoever occurring, each owner of a lot in the strata scheme shall;
i. Be responsible for,
ii. Bear the cost of; and
iii. Pay upon demand to the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by;
iv. His or her wilful act or carelessness; or
v.The wilful act or carelessness of any of his or her lessees, licensees, invitees or contractors, in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or
vi.The wilful act or carelessness of any guest or invitee (whether the details of whom are known or unknown) or his or her lessees, in the event of such guest or invitee [whether known or unknown] not paying such cost within 14 days of written demand;
vii. For the purpose of above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the letter referred to in paragraph (iii) above to receive such moneys from the said lessee, licensee, guest invitee or contractor.

26 Real Estate Signs

(a) "Auction", "For Sale" but not "For Lease" signs and the like, are permitted on Common Property, subject to;
i. Approval must be obtained in advance and in writing from the Strata Managing Agent.
ii. One sign only will be permitted, and this is to be erected in a position to be specified and without damage to the common property
iii. The number of the unit is to be shown on the sign
iv. The maximum size of the sign is to be 1.8 x 1 metres

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v. Approval to be only for a maximum of eight weeks (regardless if the property remains unsold).
vi. Signs are to be removed within 14 days that contracts are exchanged and remain with a "Sold" sticker thereon.
vii. Signs are not to be affixed to Common Property.
viii. Owners are fully responsible for the actions of their estate agents and contractors, including the cost of the Owners Corporation in removing any sign in breach of these conditions.
ix. The original owner whilst still owning lots within this strata scheme is exempted from this by-law and is permitted to have signage.

27 Security and Safety

(a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
(b) The Owners Corporation may take all reasonable steps to;
i. Ensure the security of the parcel from intruders,
ii. Preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and
iii. For the proper control and administration of those areas
iv. And if it considers it necessary or desirable may, without limitation;
v. Close off or restrict by means of Security Devices access (on either temporary or a permanent basis) to any part of the common property not required for access to a lot; or
vi. Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security parcel, either solely or in conjunction with any other parcel; or
vii. Restrict by means of Security Key the access of owners and occupier of lots on one level of the building to any other level of the building
(c) If the Owners Corporation restricts the access of owners and occupiers of lots under this by law, the Owners Corporation may make available to owners of lots the number of Security Devices the Owners Corporation considers necessary and the Owners Corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the executive committee).
(d) An owner or occupier of a lot must promptly notify the Owners Corporation if a Security Device is lost or destroyed.
(e) An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in the case of an emergency and shall not obstruct any fire stairs or fire escape.

28 Air Condtioner Installation

(a) An owner may install an Air-conditioning unit subject to;
i. The prior approval of the Owners Corporation
ii. That it be a split system with the compressor installed on the balcony of the lot and out of view from outside the lot,
iii. The condensation water is to be captured and drained to the drainage system,
iv. Compliance with all noise by-laws and local government conditions,
v. Installation and maintenance to be at the sale cost of the,owner and successors in title.
vi. Before any cope holes or penetrations required for installation of an air conditioner are affected appropriate plans
drawn up by a qualified tradesperson must be submitted to the Owners Corporation for its approval.
vii. Installation of the air conditioner may only be done with the prior written approval of the Owners Corporation.
viii. If any damage is caused to common property or a lot or other lots as a direct or indirect result of the installation or

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operation of the air conditioner, the cost of repairs shall be the sole responsibility of the owner and the owner's successors in title of the lot in which the air conditioning was installed.

29 Preservation of Fire Safety

(a) 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.

30 Prevention of Hazards

(a) Neither the owner nor occupier of a lot must do anything to 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.

31 Construction Hours

(a) The owner or occupier of a lot must not permit construction work to be carried out in their lot other than between the hours of 7.30am and 3.30pm Monday to Friday with no work to be carried out on Saturdays, Sundays, or public holidays unless authorised in writing by the Owners Corporation.

32 Owners Responsibility for Occupier

(a) Owners of lots must do all things necessary and within the owner's power to ensure that the occupier of the lot or lots they own comply with the Strata Schemes Management Act 1996 and the bylaws for the strata scheme.
(b) Owners of lots who do not occupy the lots will also be responsible for the following actions by the occupiers of the lot or lots they own but do not occupy;
i. compliance with the provisions of the Strata Schemes Management Act 1996,
ii. compliance with the bylaws for the strata scheme,
iii. damage caused to common property or personal property vested in the Owners Corporation; and
iv. Damage caused to lots or personal property of other lot owners or occupiers.
(c) If an occupier does not remedy a breach of the Strata Schemes Management Act 1996 or the by-law herein or does not rectify damage caused to the common property, lots or personal property, then the owner of the lot they occupy will be liable to remedy the breach or rectify the damage.

33 Shopping Trolleys

(a) An owner, occupier or visitor is prohibited from bringing shopping trolleys onto common property.

34 Duties and Obligations of Owners

(a) An owner or occupier of a lot must comply with all by-laws relating to the lot, the use of the lot, and the use of any area of common property to which a licence or exclusive use has been given, including but not limited to any planning laws, development, building and other approvals, consents, requirements notices and orders of any

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governmental agency.
(b) An owner or occupier, must not use or permit any person to use the lot for a purpose which may bring the building and /or owners into disrepute.
(c) An owner or occupier must obtain the consent of the Owners Corporation for any commercial use of their lot or alteration to the approved use.

35 Upgrade of Public Utilities

(a) An owner or occupier of a lot that requires an upgrade of public utilities due to their use of the lot, shall solely bear the cost of upgrading that public utility.

36 Diminished Responsibility

(a) An owner or occupier of a lot must not permit any child or person of diminished responsibility or whom the owner or occupier has control or accountability to be upon the balcony area of any lot upon the parcel or at any open window of any lot upon the parcel or play upon the common property or to be or remain on common property which might reasonably be deemed to be an area of possible danger or hazard to children or any person of diminished responsibility unless at all times, accompanied by a capable adult exercising appropriate supervision and control.

37 Smoking on Common Property

(a) An owner or occupier of a lot must not smoke while on common property or dispose of smoking materials on common property.

38 Controls on hours of operation and use of facilities

(a) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme;
i. That commercial or business activities may be conducted on a lot of common property only during certain times,
ii. That facilities situated on the common property may be used only during certain times or on certain conditions
(b) An owner or occupier of a lot must comply with a determination referred to in sub clause (i) and (iil

39 Insurance

(a) If an owner or occupier of a lot carries on an activity that causes the owners corporation to be liable for a higher rate of insurance, the owner of that lot shall be required to be reimburse the owners corporation for the additional premium and such additional premium will be recoverable at law from the respective lot owner,

40 Delivery of Executive Committee Notices & Minutes

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Strata Plan 87838
525 ILLAWARRA ROAD MARRICKVILLE

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;
(1) (a) Affixing a copy of the notice or minutes on the common notice board In accordance with the provisions of the Act, or;
(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
(2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

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

1 Receipt of Electronic Pages

Registration Date: 28/03/2014

PART 1.1 - PREAMBLE
1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

PART 1.2 - GRANT OF RIGHT
1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

PART 1.3 - THIS BY-LAW TO PREVAIL
1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 - DEFINITIONS & INTERPRETATION
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 1996.
(b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
(c) Electronic Communication means a document or instrument, including, but is not limited to, a from of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
(d) Lot means any lot in strata plan no. 87838
(e) Owner means the owner from time to time of the Lot.
(f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 87838
(g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
(h) Strata Scheme means the strata scheme relating to Strata Plan no. 87838
2.2 Interpretation
2.2.1 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation include references to amending and replacing legislation.
2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

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PART 3 - CONDITIONS
3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:
(a) provides the Owners Corporation with an email address;
(b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
(c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.
3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.
3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
(a) the communication is received in accordance with the notice period under the Act;
(b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
(c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

2 Installation of Security Cameras/Lift Security Control

Registration Date: 28/03/2014

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other ByLaws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:
(a) To purchase and install Security Cameras and all associated equipment and;
(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

3 Modifications and Additions

Registration Date: 28/03/2014

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:
(a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
(b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

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(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
(i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
(j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
(2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
(3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

4 Absolution of Maintenance - Lot Fixtures and Fittings

Registration Date: 05/06/2015

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.
(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 87838
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a

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common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Bench tops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings
(a) All carpet within the lot
(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
(c) All Floor boards, whether floating or fixed
(d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas
(a) All tiles, pavers and decking

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(b) All stairs and handrails within the balcony or courtyard area
(c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
(d) All plants and grassed areas within the balcony or courtyard
(e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
(f) Fences that divide two lots
(g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances
(a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area
(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
(b) Automatic door closers
(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

5 Installation of Child Window Safety Devices

Registration Date: 05/06/2015

PART 1 - Preamble
The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;
PART 2 - Definitions
(i) The following terms are defined to mean:
'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.
'Lot' means any lot in the strata plan.
'Occupier' means the occupier of a Lot
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan.
'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal

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counsel or other personnel engaged by the Owners Corporation.
'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.
'the Act' means the Strata Schemes Management Act 1996.
'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.
'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 - Rights and Obligations of Lot Owners
(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;
(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;
(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;
(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;
(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;
(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;
(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;
(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
(iii) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

6 Access for Inspection of Fire Services

Registration Date: 19/04/2016

A) Definitions
(a) The following terms are defined to mean:

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'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.
'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.
'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.
'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,
B) Duties of Owners
That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;
(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
C) Duties of the Owners Corporation
That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.
D) Indemnity
i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;
ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) Carry out all work necessary to perform the obligation;
ii) Enter upon any part of the parcel to carry out that work; and
iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

7 Alterations & Additions to Fire Doors

Registration Date: 19/04/2016

A) Definitions
(a) The following terms are defined to mean:
'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.
(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,
B) Duties of Owners
(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not
(b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot

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(including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
(c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.
C) Liability
1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.
D) Indemnity
i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.
E) Right to Remedy Default
If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
i) carry out all work necessary to perform the obligation;
ii) enter upon any part of the parcel to carry out that work; and
iii) recover the costs of carrying out that work as a debt from the owner of the lot.

8 Payment of Insurance Excesses

Registration Date: 19/04/2016

A) Intention
The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.
B) Definitions
(i) The following terms are defined to mean:
'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;
'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;
'Lot' means any lot in the strata plan;
'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the owners corporation created by the registration of strata plan
'the Act' means the Strata Schemes Management Act 1996.
(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.
C) Payment of Excesses
(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;
(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the

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excess;
D) Owners Right of Appeal
(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.
E) Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

9 Levying of Debt Collection Expenses

Registration Date: 26/06/2017

Special By-Law 9 was repealed by the Owners Corporation on 18/03/2026

10 Moving In and Out

Registration Date: 26/06/2017

1.GRANT OF POWER
1.In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions to regulate moving in and out in the strata scheme on the conditions in Part 3.

DEFINITIONS & INTERPRETATION
1.In this by-law, unless the context otherwise requires or permits:
a.Act means the Strata Schemes Management Act 1996.
b.Bond means a bank cheque in the amount of $200.00 (or as determined by the Owners Corporation in a general meeting from time to time) made payable to the owners corporation.
c.Building means the building situated at 525 Illawarra Road, MARRICKVILLE NSW 2204.
d.Damage means a physical harm that impairs the value, usefulness or normal function of any part of a Lot or common property. This includes, but are not limited to:
i.marking;
ii.chipping;
iii.staining; and
iv.cracking.
e.Goods include, but are not limited to, large furniture and construction equipment.
f..Lot means any lot in strata plan 87838.
g.Occupier means a person in lawful occupation of a Lot.
d.Owner means the owner of a Lot.
h.Owners Corporation means the owners corporation constituted by the registration of strata plan no. 87838.
2.In this by-law, unless the context otherwise requires, a word which denotes:
a.the singular includes the plural and vice versa;
b.any gender includes the other genders;
c.any terms in the by-law will have the same meaning as those defined in the Act; and

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d.references to legislation include references to amending and replacing legislation.
3.Where a term of this by-law contradicts any by-law applicable to the strata scheme then this by-law shall prevail to the extent of that inconsistency.

CONDITIONS
1.Notice
1.At least seven (7) days prior to moving in or out of the Building, the Owner or Occupier shall make arrangements with the Owners Corporation regarding the suitable times and method for an Owner or Occupier to access the Building in relation to moving in or out of a Lot.
2.When accessing the Building in relation to moving in or out of a Lot, an Owner and/or Occupier:
a.must comply with the directions of the Owners Corporation;
b.must ensure that transportation of Goods on common property does not interfere with or Damage the common property or the property of any other owner or occupier;
c.must lodge the Bond, if requested by the Owners Corporation; and
2.An Owner and/or Occupier shall be liable for any Damage to lot or common property arising out of accessing the Building in relation to moving in or out of their respective Lot.
3.During the process of moving in or out, an Owner or Occupier must:
a.ensure it is carried out expeditiously within one (1) day or such other times as reasonably approved by the Owners Corporation and/or the executive committee;
b.ensure it is carried out between the hours of 9:00am to 5:00pm Monday to Friday or between 9:00am to 4:00pm Saturday or between 10:00am to 1:00pm Sunday or such other times as reasonably approved by the Owners Corporation. No moving in or out during Public Holidays;
c.ensure the process is conducted in a proper and workmanlike manner;
d.ensure that all deliveries are to be made from areas in the building designated for such purpose and will not be done through the main entrance foyer; Deliveries are not allowed from the top gate on Thornley Street;
e.must ensure that its visitor(s), contractors, tradesperson, removalist or any invitee to comply with this by-law;
4.Lifts
An Owner or occupier moving in or out of their Lot is permitted to use the lift, provided that the Owner or Occupier:
a.provide the Owners Corporation at least seven (7) days? notice so that they may arrange for lift covers and/or mats to be put up;
b.must ensure that the weight of the Goods carried in the lift does not exceed the lift weight limits;
c.must ensure that the lift is not locked off or unduly inconvenience another
Lot Owner or Occupier?s use of the lift; and
d.must ensure not to cause any malfunction of the lift.
2.An Owner or Occupier shall not cause or permit to leave behind any Goods upon common property at any time, except with the written approval of the Owners Corporation.
3.An Owner or Occupier must comply with all other by-laws applicable with the strata scheme.
4.The Owners Corporation will refund the Bond to the Owner or Occupier less any costs incurred by the Owners Corporation in connection with the Owner or Occupier moving in or out of their respective Lot or any breaches of this by- law.
5.Enduring rights and obligations
1.An Owner and/or Occupier must indemnify and keep indemnified the Owners Corporation against any loss or Damage arising out of or in connection with the moving in or out of the Building;
2.Failure to comply with this by-law
1.If an Owner or Occupier fails to comply with any obligation under this by-law the Owners Corporation may:
a.by its agents, employees and contractors carry out all the work necessary to fix any Damage caused to lot or common property with respect to the moving in or out of an Owner or Occupier;
b.(if applicable) apply the Bond towards the costs incurred by the Owners Corporation to carry out the work pursuant to clause 3.10 (a); and
c.recover any costs from the Owner as a debt due.

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Strata Plan 87838
525 ILLAWARRA ROAD MARRICKVILLE

11 Pre-Meeting & Electronic Voting

Registration Date: 10/08/2018

A) Intention
The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting
(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting
The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability
Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

12 Installation of Storage Box

Registration Date: 10/08/2018

Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
(b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
(c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
(d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
(e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

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(f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;878
(h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
(i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
(j) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the storage box is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

13 Recovery of Stationery Expenses

Registration Date: 05/05/2020

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

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

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

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all charges imposed by this By-law shall stand.

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

14 Payment Plan By-Law

Registration Date: 08/04/2021

1.Introduction
1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.
1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.
2. Payment Plans
2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions.".
2.2 Clause 18 of the Regulation says a payment plan must:
(a) be in writing;
(b) require repayment of the outstanding contributions within 12 months; and
(c) contain the following:
(i) the name of the lot owner and the title details of the lot,
(ii) the address for service of the lot owner,
(iii) the amount of the overdue contributions,
(iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
(v) the schedule of payments for the amounts owing and the period for which the plan applies,
(vi) the manner in which the payments are to be made,
(vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
(viii) a statement that a further plan may be agreed to by the owners corporation by resolution,
(ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.
2.3 For each payment plan:
(a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
(b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
(c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.
2.4 If the owners corporation resolves generally to enter into payment plans, then:
(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
(i) comply with the Act and the Regulation;
(ii) contain the information set out in clause 2.2(c) above; and

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(b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
(i) clauses 2.2 and 2.3;
(ii) interest is payable in the manner and at the rate set out in the Act;
(iii) contributions due after the date the payment plan commences are payable on their due date;
(iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and
(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation
In this by-law:
3.1 Act means the Strata Schemes Management Act 2015;
3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is $100 per month per payment plan;
3.3 lot means each and every lot in the strata scheme;
3.4 owner means the owner of the lot for the time being;
3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;
3.6 Regulation means the Strata Schemes Management Regulation 2016;
3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;
3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

15 Fire Inspection Access & Administration

Registration Date: 08/04/2021

Intention
The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required. The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.
a. Definitions
The following terms are defined to mean:
'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.
'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.
'Agent' means the Strata Managing Agent for the Strata Scheme.
'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.
'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.
'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and

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Assessment Regulations 2000 (NSW) applicable to the strata scheme.
'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.
'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.
b. Rights & Responsibilities of the Owners Corporation
i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.
ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.
iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.
c. Rights and Responsibilities of Lot Owners
i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;
a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re- inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):
a. A fee of $50 for organisation of the 2nd inspection of a Lot;
b. A fee of $75 for organisation of the 3rd inspection of a Lot;
c. A fee of $100 for any further inspections of a Lot.
These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).
iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).
iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:
a. Smoke alarms;
b. Heat alarms/detectors;
c. Fire door closers;
d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).
v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of $55 upon that Lot owner.
vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By

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-law shall stand.
vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.
d. Indemnity
An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).
An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

16 Minor Renovations By-Law

Registration Date: 11/04/2022

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

2. Definitions
i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
b. Renovating any other room within a lot (not including structural works)
c. Changing or installing recessed light fittings,
d. Installing or replacing wood or other hard floors,
e. Installing or replacing wiring or cabling or power or access points,
f. Work involving reconfiguring walls,
g. Installing or replacing pipes and duct work,
h. Installing a rainwater tank,
i. Installing a clothesline,
j. Installing a reverse cycle split system or ducted air-conditioning system,
k. Installing double or triple glazed windows,
l. Installing a heat pump or hot water service,
m. Installing ceiling, wall or floor insulation,
n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations
i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting

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

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

5. Terms and Conditions that will apply to all approvals
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may

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terminate the right of the owner or occupier to install such devices.
(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
i. The supply of a Dilapidation Report prior to the commencement of the works,
ii. The supply of additional expert reports relevant to the proposed works,
iii. Payment of a Bond before commencement of the works,
iv. Conditions surrounding noise and proposed times of work,
v. Provisions for cleaning and removal of debris,
vi. Conditions surrounding access to common property for trades, equipment and vehicles.
vii. Any other matter relevant to the application.

17 Enforcement of By-Laws

Registration Date: 01/06/2023

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

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

Owners Corporation Right to Remedy Breach
Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:
a) A fee of $50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
b) A fee of $100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.
Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

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

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

18 Lot Owner Charges

Registration Date: 01/06/2023

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

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

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

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Strata Plan 87838
525 ILLAWARRA ROAD MARRICKVILLE

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

19 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 06/05/2024

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

2. Damaging Common Property and False Fire Alarms
2.1 An owner or occupier must not trigger a false fire alarm.
2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:
2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;
2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or
2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.
2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
2.3.1 trigger a false fire alarm; or
2.3.2 carry out any works to which clause 2.2 applies, and:
2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

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

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

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:
5.3.1 is required to attend the strata scheme; and
5.3.2 charges the Owners Corporation a fee for that attendance.
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 Legislation means the Strata Schemes Management Act and all other related legislation.
5.6 lot means a lot in the strata scheme.
5.7 occupier means an occupier of a lot in the strata scheme.
5.8 owner means an owner of a lot in the strata scheme.
5.9 person responsible means, at the Owners Corporation's discretion:
5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or
5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.11 SSMA means the Strata Schemes Management Act 2015.
5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

20 Recovery of Tenant Related Costs

Registration Date: 06/05/2024

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

2. Duties of Owners and Occupiers
2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:
2.1.1 The name of the Tenant;

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

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

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

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 lot means a lot in the strata scheme.
5.6 Tenant means a person who is a tenant or sub-tenant at a lot.
5.7 owner means an owner of a lot in the strata scheme.
5.8 person responsible means, at the Owners Corporation's discretion:
5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or
5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.10 SSMA means the Strata Schemes Management Act 2015.
5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does

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in the Act.
5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

21 Recovery of Administrative Costs

Registration Date: 06/05/2024

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners
i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee

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has been approved by the Strata Committee or Owners Corporation;
iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

22 Main Bathroom and Ensuite Renovations - Lot 106

Registration Date: 18/02/2025

1. Introduction
This by-law gives the owner of lot 106 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions
In this by-law:
"lot" means lot 106 in Strata Plan No. 87862 (a strata plan of subdivision of lots and common property in Strata Plan No. 87838),
"owner" means the owner for the time being of the lot (being the current owner and all successors),
"quote" means Quote No. Q-46521 prepared by City Facilities Management (AUS) Pty Ltd dated 28 August 2024, a copy of which is attached to this by-law, and
"works" means the alterations and additions to the lot and the adjacent common property described and shown in the quote generally involving renovations to the main bathroom and ensuite of the lot and more specifically including:
. removing the existing fixtures, fittings and accessories,
. removing the existing floor and wall tiles,
. re-sheet walls,
. screed floors,
. waterproofing wet areas,
. tiling the floor and the walls,
. installing new fixtures, fittings and accessories,
. upgrading existing and installing new general power outlets, switches, light fittings and heat lamps.

3. Works Authorisation, Special Privileges & Exclusive Use Rights
The owners corporation:
(a) authorises the works,
(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works, upon and subject to the conditions set out in this by-law.

4. The Conditions
4.1. Before the Works
(a) Planning Approvals
Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.
(b) Insurance Certificate
Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for

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the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the Home Building Act 1989.
(c) Costs of this By-Law
Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2. During the Works
(a) Quality of the Works
The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.
(b) Licensed Contractors
All contractors engaged on the works must be appropriately qualified and licensed under the Home Building Act 1989.
(c) Specifications for the Works
The owner must ensure that the works are carried out and completed in accordance with the quote and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.
(d) Time for Completion of the Works
The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
(e) Work Hours
The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.
(f) Noise and Disturbance
The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
(g) Location of the Works
The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.
(h) Transportation of Construction Equipment
The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.
(i) Debris
The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.
(j) Protection of Building
The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.
(k) Daily Cleaning
The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.
(l) Storage of Building Materials on Common Property
The owner must make sure that no building materials are stored on the common property.
(m) Times for Operation of Noisy Equipment
The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any

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percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.
(n) Vehicles
The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.
(o) Right of Access
The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.
(p) Cost of the Works
The owner must pay all costs associated with the works.

4.3. After the Works
(a) Completion Notice
As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.
(b) Restoration of Common Property
As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations
(a) Maintenance of the Works
The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.
(b) Maintenance of the Common Property
The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.
(c) Repair of Damage
The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.
(d) Appearance of the Works
Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.
(e) Indemnity
The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.
(f) Compliance with all Laws
The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law
(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
(i) rectify that breach,
(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a

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consequence of a breach of this by-law.

23 Main Bathroom and Ensuite Renovations - Lot 86

Registration Date: 18/02/2025

1. Introduction
This by-law gives the owner of lot 86 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions
In this by-law:
"lot" means lot 86 in Strata Plan No. 87838,
"owner" means the owner for the time being of the lot (being the current owner and all successors),
"plans" means Drawing No.'s RN00, RN06-01 and RN06-02 prepared the The Stylesmiths Agency Pty Ltd, copies of which are attached to this by-law,
"quote" means Quote No. 642 prepared by IC Construction Pty Ltd dated 9 December 2024, a copy of which is attached to this by-law, and
"works" means the alterations and additions to the lot and the adjacent common property described and shown in the plans and quote generally involving renovations to the main bathroom and ensuite of the lot and more specifically including:

Main Bathroom
. stripping out the existing main bathroom,
. construct non-load bearing wall to accommodate new toilet suite,
. waterproofing wet areas,
. tiling the floor and the walls,
. installing new fixtures, fittings and accessories including vanity, basin and tapware, shower screen, shower head and tapware, towel rail, toilet suite and toilet roll holder.

Ensuite
. removing the existing fixtures, fittings and accessories,
. removing the existing floor tiles,
. waterproofing and tiling the floor,
. installing new fixtures, fittings and accessories including vanity, basin and tapware, shower screen, shower head and tapware, towel rail, toilet suite and toilet roll holder.

3. Works Authorisation, Special Privileges & Exclusive Use Rights
The owners corporation:
(a) authorises the works,
(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works, upon and subject to the conditions set out in this by-law.

4. The Conditions
4.1. Before the Works
(a) Insurance Certificate
Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the Home Building Act 1989.

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(b) Costs of this By-Law
Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2. During the Works
(a) Quality of the Works
The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.
(b) Licensed Contractors
All contractors engaged on the works must be appropriately qualified and licensed under the Home Building Act 1989.
(c) Specifications for the Works
The owner must ensure that the works are carried out and completed in accordance with the plans and quote and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.
(d) Time for Completion of the Works
The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
(e) Work Hours
The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.
(f) Noise and Disturbance
The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
(g) Location of the Works
The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.
(h) Transportation of Construction Equipment
The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.
(i) Debris
The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.
(j) Protection of Building
The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.
(k) Daily Cleaning
The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.
(l) Storage of Building Materials on Common Property
The owner must make sure that no building materials are stored on the common property.
(m) Times for Operation of Noisy Equipment
The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.
(n) Vehicles
The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and

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non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.
(o) Right of Access
The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.
(p) Cost of the Works
The owner must pay all costs associated with the works.
4.3. After the Works
(a) Completion Notice
As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.
(b) Restoration of Common Property
As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations
(a) Maintenance of the Works
The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.
(b) Maintenance of the Common Property
The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.
(c) Repair of Damage
The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.
(d) Appearance of the Works
Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.
(e) Indemnity
The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.
(f) Compliance with all Laws
The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law
(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
(i) rectify that breach,
(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

24 Personal Information and AI

Registration Date: 04/05/2026

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Strata Plan 87838
525 ILLAWARRA ROAD MARRICKVILLE

1. Introduction
The purpose of this by-law is to set out the procedures for the use of AI by the Agent and to authorise the Agent to use it for the purposes set out in this by-law.

2. Collection and use of Personal Information and AI
2.1 The owners corporation authorises and directs the Agent to use AI, and to deal with Personal Information, as set out in this by-law.
2.2 The Agent collects, holds, uses and discloses Personal Information as set out in its Privacy Policy.
2.3 The Agent is required to collect certain Personal Information, in accordance with the SSMA.
2.4 The Personal Information collected by the Agent from an Owner includes:
(a) Personal Information set out in section 22 of the SSMA;
(b) Contact details such as first names, email addresses and telephone numbers;
(c) Payment information, such as a billing address, credit card details, bank account details (including through a third-party payment processor, if any);
(d) Information provided by an Owner to the Agent;
(e) Such other Personal Information as set out in the Agent's Privacy Policy;
(f) Support requests submitted by an Owner to the Agent;
(g) Any other Personal Information requested by the Agent and/or provided by the Owner, or a third party; and
(h) Such other Personal Information as authorised or required by law.
2.5 The Agent collects Personal Information:
(a) From an Owner, when they deal or communicate with, or otherwise interact with the Agent, or make payments to the Agent;
(b) From third parties, including debt collectors, when contributions and other amounts payable to an owners corporation remain unpaid;
(c) When an Owner interacts with a chatbot on the Agent's website; and
(d) From AI, when certain requests are input into AI.
2.6 The purposes for which Personal Information is used by the Agent includes:
(a) To fulfill its obligations, and to exercise its rights, under its agreement with the owners corporation;
(b) To fulfill the owners corporation's obligations under the SSMA;
(c) To provide services to the owners corporation, including Opt-In Services and Opt-Out Services;
(d) To contact and communicate with the owners corporation and any Owners about the Agent's services, including in response to any support requests lodged with the Agent;
(e) Such other uses as set out in the Agent's Privacy Policy;
(f) To ensure that all notices, minutes, levy advice and other information about the strata property is directed to the owners corporation and the Owners in the most expedient manner; and
(g) Such other purposes as required or authorised by law.
2.7 The Agent may disclose Personal Information to certain third parties, including:
(a) Third party AI service providers;
(b) Various law enforcement agencies and governments;
(c) Debt collectors; and
(d) Such other third parties as authorised or required by law.
2.8 The Agent may use the owner corporation's, Owners' and occupiers' Data and Personal Information in relation to, and in conjunction with, AI, including for the following purposes:
(a) To train and develop AI and AI models owned by the Agent and third-parties;
(b) To provide the Agent's services to the owners corporation and any Owner, including to permit AI to participate in the provision of some of the Agent's services, including answering queries from Owners and the owners corporation;
(c) To approve maintenance works under a specified amount;
(d) To book appointments;
(e) For debt collection purposes; and
(f) For such other purposes as the Agent may notify the owners corporation of from time to time.
2.9 Personal Information can be amended by contacting the Agent.

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2.10 The Agent stores all Personal Information in Australia.
2.11 The Agent will determine, and is delegated the power to determine, how, and for how long, a scheme's AI is kept by the Agent. The Agent may enter into an arrangement with a 3rd party provider to develop and store AI.
2.12 The Agent and its Related Bodies Corporate may use AI in and related to the provision of its services under the Agreement, including as set out in clause 2.8.
2.13 In respect of any of an Owner's or occupier's Data disclosed or made available to the owners corporation or the Agent, storage of the Data within AI may result in the following outcomes (Outcomes), whereby the Data:
(a) is mixed with other data which does not belong to the owners corporation or an Owner;
(b) is held within the AI becoming outdated and not current;
(c) under certain circumstances, becomes inaccurate; and
(d) is irretrievable from the AI.
2.14 Use of the Data with AI will result in the Outcomes.
2.15 Owners may, at the Agent's discretion (including where clause 2.13(a) applies), be entitled to access their scheme's AI, if it is or becomes accessible using the Agent's technology, but only to the extent to which they access information to which they are entitled under the SSMA.

3. Interpretation
In this by-law:
3.1 Agent means the owners corporation's strata managing agent.
3.2 AI means artificial intelligence.
3.3 Data means the information and data provided by an Owner or occupier to the owners corporation or Agent, and includes Personal Information.
3.4 Law means any Act, Regulation, code, standard or other requirement, which applies to the parcel.
3.5 lot means a lot in the strata scheme.
3.6 occupier means a legal occupier of a lot, being a tenant or someone permanently residing at that lot, and may include an owner.
3.7 Opt-in Services and Opt-Out Services are the services described as such in the managing agency agreement between the Agena and the owners corporation.
3.8 Owner means an owner of a lot in the strata scheme.
3.9 Personal Information has the same meaning as set out in the Privacy Act 1988 (Cth) and includes the phone, email, social media, street addresses and postal addresses that may be collected by the Agent from owners, occupiers and property managing agents within the scheme
3.10 Privacy Policy means the Agent's privacy policy, as set out on its website.
3.11 SSMA means the Strata Schemes Management Act 2015.
3.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
3.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.

BL16 Keeping of Animals amended as follows:

Registration Date: 11/04/2022

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

1. The Keeping of Animals
The Owner or Occupier of a lot may keep:
a) goldfish or other similar fish in a fish tank or indoor aquarium;
b) canaries, budgerigars or similar birds kept indoors at all times;

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c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation
The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference
The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:
a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
d) the animal repeatedly causes damage to the common property or another lot, or
e) the animal endangers the health of another occupant through infection or infestation, or
f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
h) for a dog kept on a lot
i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals
If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:
a) another Apartment; or
b) Common Property.
The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness
An Owner or Occupier of a lot must:
a) ensure that their pet(s) are kept in a clean and hygienic condition;
b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
c) keep any pet litter tray or box clean and odour free;
d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and

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e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach
Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:
a) A fee of $50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
b) A fee of $100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.
Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.
Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.

SBL9 Debt Recovery & Payment Plans amended as follows:

Registration Date: 04/05/2026

Part 1 - Preamble and purpose
1.1 The purpose of this by-law is to confirm how the Owners Corporation will manage and recover unpaid contributions (including interest) and associated recovery expenses from a lot owner in accordance with the Strata Schemes Management Act 2015 (NSW) (Act) and the Strata Schemes Management Regulation 2016 (NSW) (Regulation), as amended.
1.2 This by-law is made to:
a) adopt a transparent, fair process for receiving and deciding requests for payment plans for overdue contributions, consistent with section 85 of the Act and clauses 17J, 17K, 18, 18A and 18B of the Regulation; and
b) ensure levy notices and debt-recovery notices include the information required by the Act and Regulation, including the Financial Hardship Information Statement where required.
c) Outline the process which the Owners Corporation will follow for the management of payment plans.

Part 2 - Definitions and interpretation
2.1 In this by-law, unless the context requires otherwise:
"Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
"Agent" means a strata managing agent appointed under the Act, and any lawyer, debt collection agent or other consultant engaged by, or with authority of, the Owners Corporation to pursue unpaid contributions or associated recovery action.
"Contribution" is used as in Part 5 of the Act and includes contributions to the administrative fund and capital works fund and any other contribution levied under the Act and the Regulation.
"Debt Recovery Action" means action to recover unpaid Contributions and/or interest, including issuing reminder or pre-action notices, instructing Agents, issuing or defending tribunal or court proceedings under section 86 of the Act or otherwise, and taking enforcement action on any judgment or order.
"Financial Hardship Information Statement" means the statement approved by the Commissioner for Fair Trading for inclusion with levy notices as required by the Act and the Regulation.
"Levy Notice" means a notice issued by the Owners Corporation to an owner stating the Contribution payable and its due date in accordance with section 83 of the Act and the Regulation.
"Owner" means the owner for the time being of a Lot and includes a mortgagee in possession.
"Owners Corporation" means the owners corporation constituted on registration of the strata plan.
"Payment Plan" means a plan for payment of overdue Contributions (and other amounts payable to the Owners

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Corporation, as permitted by the Act and Regulation) requested by an owner in the approved form and approved by the Owners Corporation or the strata committee (or the strata managing agent if delegated) under section 85 of the Act and the Regulation.
"Reasonable Expenses" means expenses of the Owners Corporation that are both reasonably incurred and reasonable in amount in taking Debt Recovery Action, including (without limitation) fees for issuing reminder and pre-action notices, legal professional costs, court or tribunal filing and service fees, search fees and disbursements.
"Regulation" means the Strata Schemes Management Regulation 2016 (NSW) as amended from time to time.
2.2 Unless the context requires otherwise:
a) the singular includes the plural and vice-versa;
b) a reference to legislation is a reference to that legislation as amended or replaced and to any subordinate instruments made under it; and
c) terms not defined in this by-law have the meanings in the Act or the Regulation.

Part 3 - Levy notices and Financial Hardship Information Statement
3.1 Each Levy Notice issued by or on behalf of the Owners Corporation must:
a) specify the due date for payment in accordance with the Act;
b) include the information approved by the Commissioner for Fair Trading known as the Financial Hardship Information Statement; and
c) state the manner of payment options offered by the scheme.
3.2 The Owners Corporation authorises the secretary or the Agent to ensure the Financial Hardship Information Statement accompanies each Levy Notice and to keep the current approved form of the statement available for inspection by owners.

Part 4 - Payment plans for overdue contributions
4.1 An Owner in arrears may request a Payment Plan by giving a completed request in the approved form prescribed by the Regulation to the secretary or the Agent.
4.2 The strata committee and strata managing agent are authorised, and by virtue of this by-law delegated the power, to consider and determine requests for Payment Plans, and to vary or terminate an approved Payment Plan in accordance with the Act and the Regulation.
4.3 A request for a Payment Plan must include only the information prescribed in the approved form. The Owners Corporation and the strata committee must not require any additional information beyond that prescribed.
4.4 The Owners Corporation or the strata committee must give the Owner a written response to a completed request for a Payment Plan within 28 days after receiving it. If the request is refused, the written response must set out the reasons for refusal and explain how those reasons apply to the case.
4.5 A decision to refuse a request for a Payment Plan must be reasonable. Without limiting what may be reasonable, refusal is taken to be reasonable if entering into the proposed plan would cause insufficient funds in the administrative fund or capital works fund, including by preventing compliance with an undertaking or compliance notice given by the Secretary, or with an order of a court or the Tribunal, or by preventing the Owners Corporation from discharging its duty to maintain and repair common property or to pay expenses.
4.6 No fee or other charge may be required from an Owner for making a request for, entering into, or participating in, a Payment Plan.
4.7 While an Owner is complying with an approved Payment Plan for the relevant overdue Contributions, the Owners Corporation must not commence or continue Debt Recovery Action to recover those Contributions or associated interest, except as permitted by the Act or an order of the Tribunal or a court if the Owner defaults under the plan.
4.8 An approved Payment Plan must comply with the requirements prescribed by the Regulation (including stating the date the plan was agreed) and may include reasonable terms for review, default and termination consistent with the Act and the Regulation.
4.9 If an Owner defaults under a Payment Plan, the Owners Corporation or strata committee (or the Agent if delegated) may terminate the plan by written notice and may then proceed with Debt Recovery Action after giving any required pre-action notice.

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Part 5 - Interest on unpaid contributions
5.1 A Contribution not paid by the due date bears simple interest at the statutory rate set by the Act or the Regulation until paid, unless the Owners Corporation resolves that interest is not payable on that contribution (either generally or in a particular case) or that a lesser rate applies as permitted by the Act.
5.2 The Owners Corporation may determine, by resolution at a general meeting or by a resolution of the strata committee if authorised, to waive or reduce interest in whole or in part as permitted by the Act and the Regulation.

Part 6 - Recovery notices and proceedings
6.1 Before commencing Debt Recovery Action, the Owners Corporation or the Agent (if delegated) must give the Owner a notice of proposed recovery action that complies with the Regulation, including specifying the date the amount fell due, how payment may be made, whether a Payment Plan may be entered into, and other ways to arrange payment. The notice period will be at least the minimum period required by the Act and Regulation before proceedings may be commenced.
6.2 If a Contribution is unpaid one month after it falls due, the Owners Corporation may recover the unpaid Contribution as a debt, together with any interest payable on that Contribution and the Reasonable Expenses of recovery, by application to the NSW Civil and Administrative Tribunal or to a court of competent jurisdiction, to the extent permitted by the Act and any applicable Regulation or order.
6.3 The Owners Corporation may issue supplementary reminder notices and engage its Agents to take steps reasonably necessary for Debt Recovery Action, consistent with this by-law and the Act and the Regulation.
6.4 Any recovery costs are recoverable only to the extent they are:
(a) ordered by the Tribunal or a court to be paid by the Owner to the Owners Corporation; or
(b) expressly agreed in writing in a Payment Plan or other written agreement with the Owner; or
(c) otherwise recoverable under the Act or another law.
6.5 Recovery costs must not be levied as, or added to, a Contribution. They must be recorded separately on the lot account as "Recovery Costs (not contributions)" and do not attract interest unless and to the extent ordered by the Tribunal or a court or otherwise permitted by law.
6.6 Unless an Owner has defaulted under an approved Payment Plan, the Owners Corporation must not commence or continue Debt Recovery Action for Contributions covered by a Payment Plan that the Owner is complying with.

Part 7 - Application of payments received
7.1 Payments received from an Owner in arrears are to be applied, to the extent permitted by the Act and the Regulation and any relevant order, first to the oldest unpaid Contributions, then to interest on those Contributions, and then to Recovery Costs to the extent ordered by the Tribunal or a court, unless the Owner has lawfully specified a different application or the Tribunal or a court orders otherwise.

Part 8 - Transitional and savings
8.1 Any expenses incurred by the Owners Corporation for Debt Recovery Action before the registration of this by-law may be recorded on the lot account as "Recovery Costs (not contributions)" and pursued as a debt only to the extent permitted by the Act, the Regulation and any applicable court or Tribunal order. This by-law does not authorise any such expenses to be levied as Contributions.
8.2 To the extent of any inconsistency between this by-law and the Act or the Regulation, the Act and the Regulation prevail and this by-law is read down accordingly.
8.3 This by-law replaces, repeals and applies notwithstanding any existing by-law that purported to allow the Owners Corporation to levy or recover Debt Recovery Action costs "as a contribution" or to charge fees for Payment Plans.

Part 9 - Administration
9.1 The Owners Corporation may make and amend internal debt-recovery and hardship procedures consistent with (and which do not conflict with) this by-law, the Act and the Regulation, including:
(a) standard form letters for reminder and pre-action notices;
(b) use of the approved Payment Plan request form and internal assessment criteria (including the matters in clause 4.5);

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(c) parameters for delegations to the strata committee and/or the Agent to negotiate, approve, vary and terminate Payment Plans; and
(d) record-keeping and privacy practices for hardship information.
9.2 The secretary and the Agent must ensure that records of:
(a) all Levy Notices and pre-action notices issued;
(b) all Payment Plan requests, decisions and reasons; and
(c) all Recovery Costs incurred and recovered, are kept with the records of the Owners Corporation.

Strata Plan
...87838....
Common Seal

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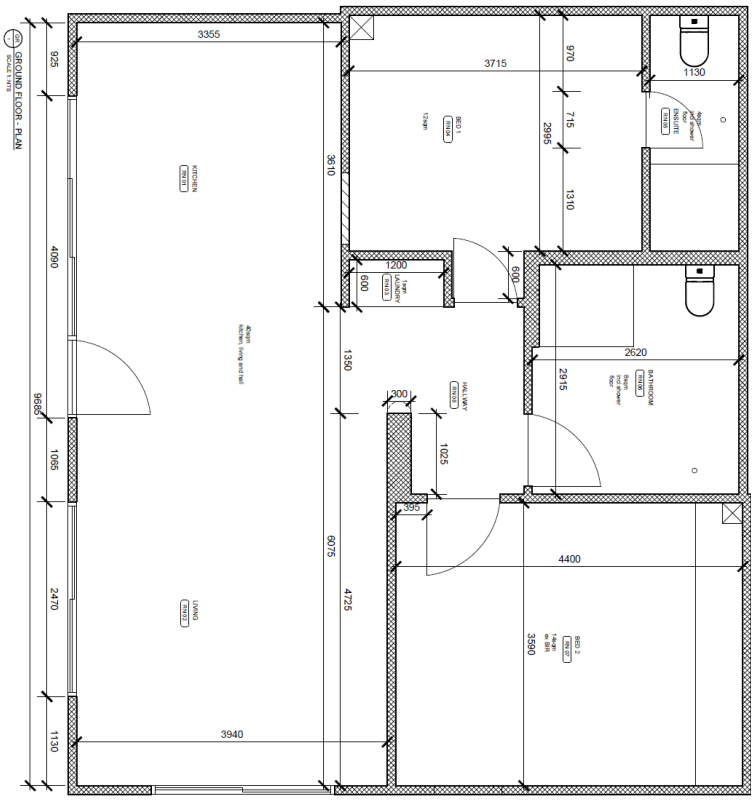
Plans

SP87838 Exclusive Use - Lot 86



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Strata Plan
...87838....
Common Seal

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Builders/Contractors shall verify all dimensions before any work commences. Dimensions shown are in mm/mm. Figured dimensions should take precedence over scaled dimensions. Any discrepancies shall be reported to this office prior to any work commencing on site. All shop drawings shall be submitted for review and manufacture shall not commence prior to the return of un-amended shop drawings

Project Name: Illawarra Rd Marrickville
Client: Belle Lightfoot

Project Address: 86 / 525 Illawarra Rd Marrickville NSW
Issue: Concept

Drawing Title: Proposed Floorplan
GROUND FLOOR

Drawn: IM
Scale: 1:50 @ A3
Date: 01.11.2024
Contact: Ingrid Morgan
Mobile: 0403 840 525

Revisions: --

Dwg No. RN.00

PRELIMINARY
NOT FOR CONSTRUCTION

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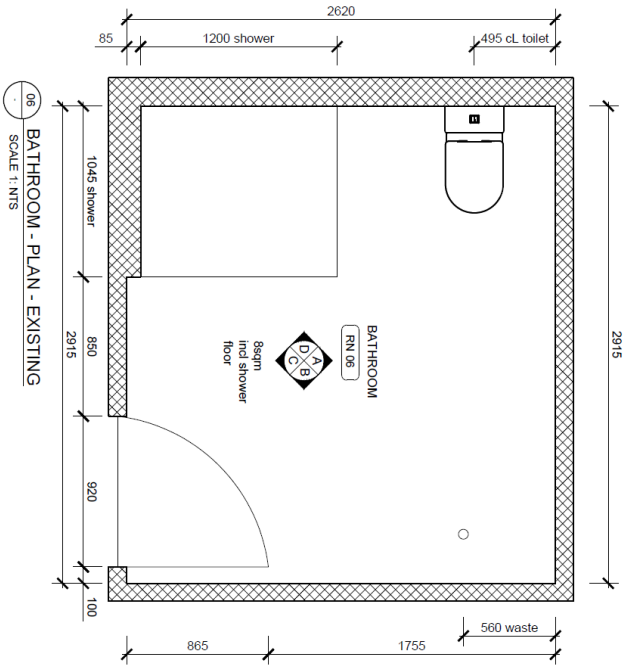
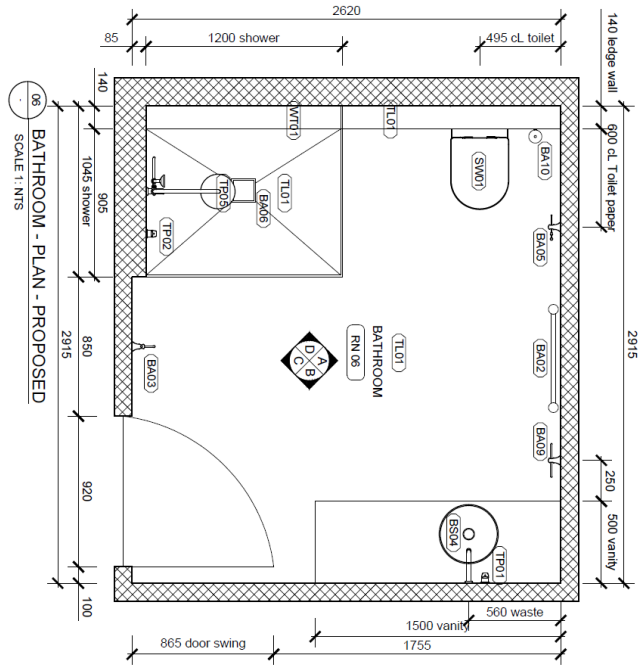
SP87838 Exclusive Use - Lot 86





PRELIMINARY
NOT FOR CONSTRUCTION

Stylesmiths

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Builder/Contractor shall verify all dimensions before any work commences.
Installations shown are nominal. Figured dimensions should take precedence over
scaled dimensions. Any discrepancies to be reported to the Stylesmiths design
office prior to any work commencing on site. All shop drawings shall be submitted
for review and manufacture shall not commence prior to the return of an amended
shop drawings

Project Name
Illawarra Rd Marrickville
Client
Belle Lightfoot

Project Address:
86 / 525 Illawarra Rd
Marrickville NSW
Issue:
Concept

Drawing Title
Proposed Floorplan
BATHROOM

Drawn IM
Scale 1:25 @ A3
Date 05.11.2024
Contact: Ingrid Morgan
Mobile: 0403 840 525

Revisions
--

Dwg No.
RN 06 - 01

Req:R980799 /Doc:DL AW195509 /Rev:11-Jun-2026 /NSW LRS /Prt:15-Oct-2026 20:11 /Seq:48 of 53
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SP87838 Exclusive Use - Lot 86

PRELIMINARY
NOT FOR CONSTRUCTION

Stylesmiths

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Builder/Contractor to shall verify all dimensions before any work commences. Dimensions shown are nominal. Figured dimensions should take precedence over scaled dimensions. Any discrepancies shall be brought to the attention of this office prior to any work commencing on site. All shop drawings shall be submitted for review and manufacture shall not commence prior to the return of un-amended shop drawings

Project Name
Illawarra Rd Marrickville

Client
Belle Lightfoot

Project Address:
86 / 525 Illawarra Rd
Marrickville NSW

Issue:
Concept

Drawing Title
Elevation
BATHROOM

Drawn IM
Scale 1:25 @ A3
Date 13.11.2024

Contact: Ingrid Morgan
Mobile: 0403 840 525

Revisions
--

Dwg No.
RN 06 - 02

Req:R980799 /Doc:DL AW195509 /Rev:11-Jun-2026 /NSW LRS /Prt:15-Oct-2026 20:11 /Seq:49 of 53
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City Facilities Management (AUS) Pty Ltd
10 Nexus Court, Mulgrave Victoria 3170 Australia
Phone: 0466 926 531
andrew.ross@city-holdings.com.au
ABN: 39 135 098 663

Quote

Quote Number	Issue Date	Expiry Date
Q-46521	28/08/2024	28/09/2024

Bill to
Andrew Ross & Rachel Olivier
Unit 106/ 525 Illawarra Road
Marrickville NSW 2204

Description	Tax	Amount ($) *excluding tax*
Bathroom		
Building Works • Removal of all floor & wall tiling, inc. removal of screed bed • Removal of all existing joinery • Removal of all plasterboard linings • Supply & installation of 1500mm x 400mm bath/ shower niche • Supply & installation of 1500mm x 300mm vanity niche & recessed shaving cabinet • Supply & installation of wet area rated plaster board to all walls • Supply & installation of vanity & shaving cabinet • Supply & installation of new laundry joinery	GST	$[redacted]
Tiling & Waterproofing Works • Supply & installation of screed bed • Supply & installation of puddle flanges for floor & toilet wastes • Supply & installation of waterproof membrane below screed bed, above screed bed and to all wet area walls, as per AS 3740:2021 • Supply & installation of floor waste • Supply & installation of 600mm x 300mm ceramic floor tiling • Supply & installation of 1200mm x 600mm ceramic wall tiling • Supply & installation of limestone feature tiling to niches & feature wall • Supply & installation of epoxy grout to all tiled surfaces for additional water blocking • All waterproofing works guaranteed for 10 years	GST	$[redacted]
Plumbing Works • Supply & installation of toilet • Supply & installation of drop in bathtub • Supply & installation vanity & bath/ shower fixtures • Existing plumbing to be retained, fixture replacement only	GST	$[redacted]
Electrical Works • Supply & installation of power point for new laundry joinery • Supply & installation of power point for washing machine • Supply & installation of power point for vanity niche • Supply & installation of strip lighting in bath/shower & vanity niches • Supply & installation of heat lamp	GST	$[redacted]

Req:R980799 /Doc:DL AW195509 /Rev:11-Jun-2026 /NSW LRS /Prt:15-Oct-2026 20:11 /Seq:50 of 53
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Ensuite

Building Works GST $[redacted]

- Removal of all floor & wall tiling, inc. removal of screed bed
- Removal of all existing joinery
- Removal of all plasterboard linings
- Supply & installation of 1200mm x 400mm shower niche
- Supply & installation of 1500mm x 300mm vanity niche & recessed shaving cabinet
- Supply & installation of new wet area rated plaster board to all walls
- Supply & installation of vanity & shaving cabinet
- Supply & installation of frameless sliding shower screen

Tiling & Waterproofing Works GST $[redacted]

- Supply & installation of new screed bed
- Supply & installation of new puddle flanges for floor, shower & toilet wastes
- Supply & installation of waterproof membrane below screed bed, above screed bed and to all wet area walls, as per AS 3740:2021
- Supply & installation of floor & shower wastes
- Supply & installation of 600mm x 300mm ceramic floor tiling
- Supply & installation of 1200mm x 600mm ceramic wall tiling
- Supply & installation of limestone feature tiling to niches & feature wall
- Supply & installation of epoxy grout to all tiled surfaces for additional water blocking
- All waterproofing works guaranteed for 10 years

Plumbing Works GST $[redacted]

- Supply & installation of toilet
- Supply & installation vanity & shower fixtures
- Existing plumbing to be retained, fixture replacement only

Electrical Works GST $[redacted]

- Supply & installation of power point for vanity niche
- Supply & installation of strip lighting in bath/shower & vanity niches
- Supply & installation of heat lamp

Licences

- **Building Lic No:** 248067C
- **Tiling & Waterproofing Lic No:** 258897C
- **Electrical Lic No:** 213283C

Subtotal *(exc. tax)*	$[redacted]
Tax	$[redacted]
Total amount *including tax*	$[redacted]

Req:R980799 /Doc:DL AW195509 /Rev:11-Jun-2026 /NSW LRS /Prt:15-Oct-2026 20:11 /Seq:51 of 53
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CONSENT FORM

To: The Secretary
The Owners - Strata Plan No. 87838
C/- Netstrata
298 Railway Parade
CARLTON NSW 2218

Dear Secretary

CONSENT TO SPECIAL BY-LAW FOR MAIN BATHROOM AND ENSUITE RENOVATIONS (LOT 106)

We, Andrew Michael Ross and Rachel Fahima Jackie Olivier, being the owners of lot 106 in Strata Plan No. 87862 (a strata plan of subdivision of lots and common property in Strata Plan No. 87838) hereby consent to the making of Special By-Law – Main Bathroom and Ensuite Renovations (Lot 106) which by-law grants us the right to carry out alterations and additions to the main bathroom and ensuite of the lot and imposes on us the obligation to maintain, repair, renew and replace those alterations and additions to the main bathroom and ensuite of the lot and the adjacent common property; such by-law to be adopted by a special resolution to be passed by the owners corporation at a general meeting to be held on

.....

....
Signatures

Electronic signature of me, Andrew Tunks, affixed by me, on 04/05/26 at 09:30 AM Property & Stock Agent Act 2002 Licence No 1361054

.....
Dated

Strata Plan
...87838....
Common Seal

Req:R980799 /Doc:DL AW195509 /Rev:11-Jun-2026 /NSW LRS /Prt:15-Oct-2026 20:11 /Seq:52 of 53
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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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

(A) TORRENS TITLE

For the common property
CP/SP 87838

(B) LODGED BY

Document Collection Box	Name / Company / Address / E-mail / Contact Number / Customer Account Number / Reference	CODE
573X	Company NETWORK STRATA SERVICES Address PO BOX 265 HURSTVILLE BC NSW 1481 E-mail admin@netstrata.com.au Contact Number 1300 638 787 Customer Account Number 123421L Reference 87838	CH

(C) The Owner-Strata Plan No. 87838 certify that a special resolution was passed on 18/3/2026

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 24
Amended by-law No. SBL9
as fully set out below :

Strata Plan
...87838....
Common Seal

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

(G) The seal of The Owners-Strata Plan No. 87838 was affixed on 4/5/2026 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Electronic signature of me, Andrew Tunks, affixed by me, on 04/05/26 at 09:30 AM
Property & Stock Agent Act 2002 Licence No 1361054

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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Owners Corporation Consent Strata Scheme No 87838

Date 4 May 2026

CP/SP 87838

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 87838

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 87838 by section 273 Strata Schemes Management Act 2015.

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

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

Regards

Attestation

The seal of The Owners - Strata Plan No 87838 was affixed on 04/05/26 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 04/05/26 at 09:30 AM
Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan
...87838....
Common Seal

^ Insert appropriate date

"WARNING"

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

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/4519

Fee: $62.00

Certificate Date: 22/10/2026

Applicant	Owner (as recorded by Council)
InfoTrack DX 578 SYDNEY ecertificates@infotrack.com.au	Mr R Fest & Mrs S Fest

Subject property address (if applicable)	Legal description
44/525 Illawarra Road MARRICKVILLE NSW 2204	Lot 44 SP 87862

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 R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide residential development that maintains the character of built and natural features in the surrounding area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Do any additional permitted uses apply to the land?

YES

See Inner West LEP Additional Uses Map for further information.

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*?

2. Zoning and land use under relevant environmental planning instruments

NO

Is the land in a conservation area, (however described)?

NO

Is there an item of environmental heritage, however described, on the land?

YES

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

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.
- Identified on an Acid Sulfate Soils Map in *Inner West Local Environmental Plan 2022* as being Class 2.

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

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.
- Identified on an Acid Sulfate Soils Map in *Inner West Local Environmental Plan 2022* as being Class 2.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Pattern Book Development Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.
- Identified on an Acid Sulfate Soils Map in *Inner West Local Environmental Plan 2022* as being Class 2.

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

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

General Development Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Industrial and Business Alterations Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Industrial and Business Buildings Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.
- Identified on an Acid Sulfate Soils Map in *Inner West Local Environmental Plan 2022* as being Class 2.

Container Recycling Facilities Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Subdivisions Code

NO. Complying Development may not be carried out on this land because the land is:

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Demolition Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

Fire Safety Code

NO. Complying Development may not be carried out on this land because the land is:

- Identified as a Heritage Item in *Inner West Local Environmental Plan 2022.* **Note:** This restriction applies to the land, but it may not apply to all of the land. Please refer to the *Inner West Local Environmental Plan 2022* Heritage Map for further information.

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?

YES

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.

Note:

- The property is located within the Flood Planning Area, as determined through Inner West Council's adopted Flood Studies, and is identified as a Flood Affected Property under Council's Development Control Plan.
- Clause 5.21 – Flood Planning of the Inner West Local Environment Plan 2022 applies all development.
- Further information on flooding, including copies of Council's adopted Flood Studies, can be found on Council's Flooding webpage at https://www.innerwest.nsw.gov.au/rivers-and-waterways/flooding.
- If you wish to obtain specific information about flood levels in the vicinity of the property you may choose to apply for a Flood Certificate. Please see https://www.innerwest.nsw.gov.au/building-and-environment/flood-certificate for further information.
- For further information, please contact Council's Stormwater and Asset Planning Team.

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	**YES** - The land has been identified as Class 1, 2, 3 or 4 in the *Inner West Local Environmental Plan* 2022 Acid Sulfate Soils Map. Refer to Clause 6.2 - Acid sulfate soils of *Inner West Local Environmental Plan* 2022.
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.

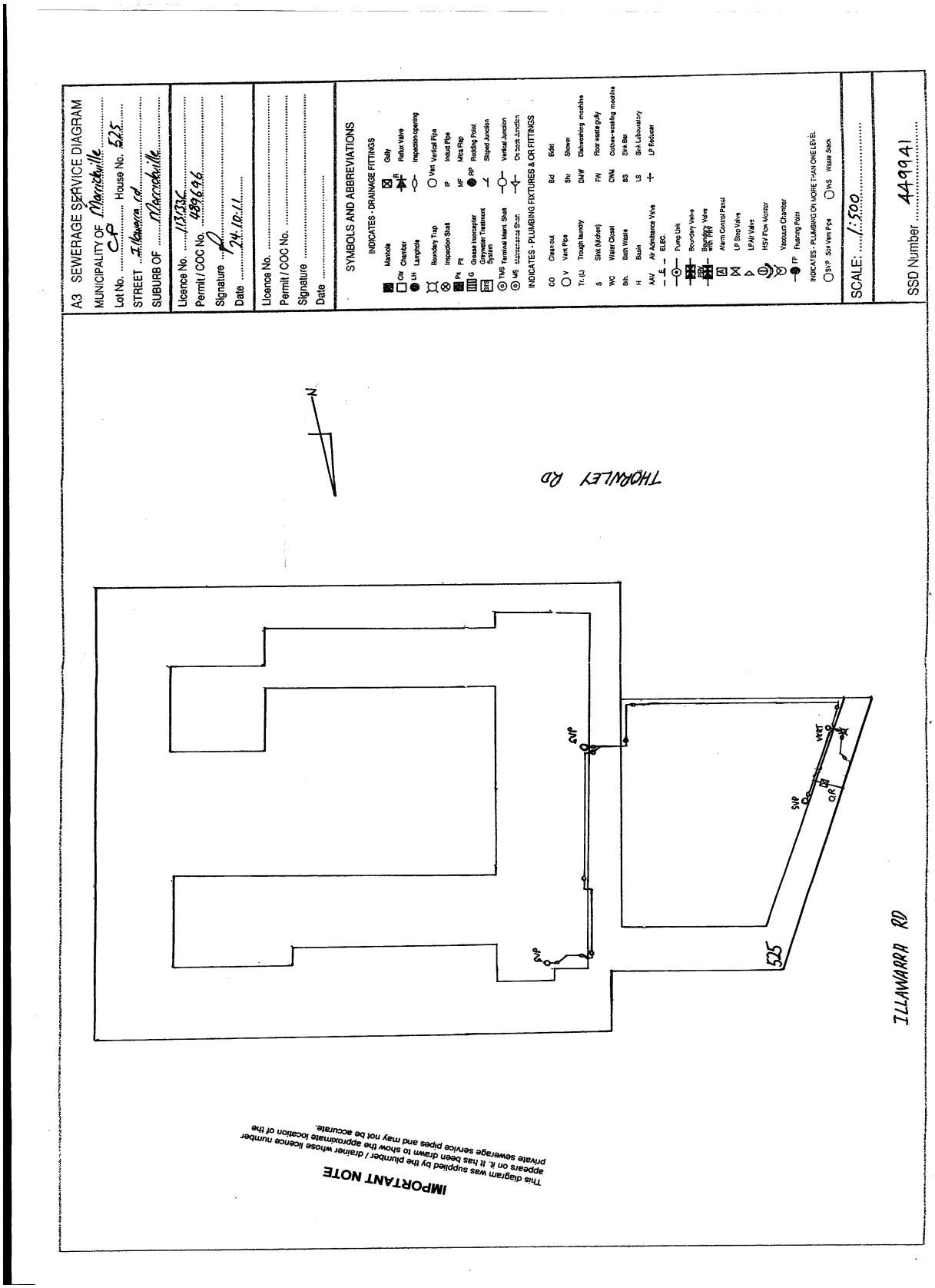
Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Sewer Service Diagram

Application Number: 8005618982

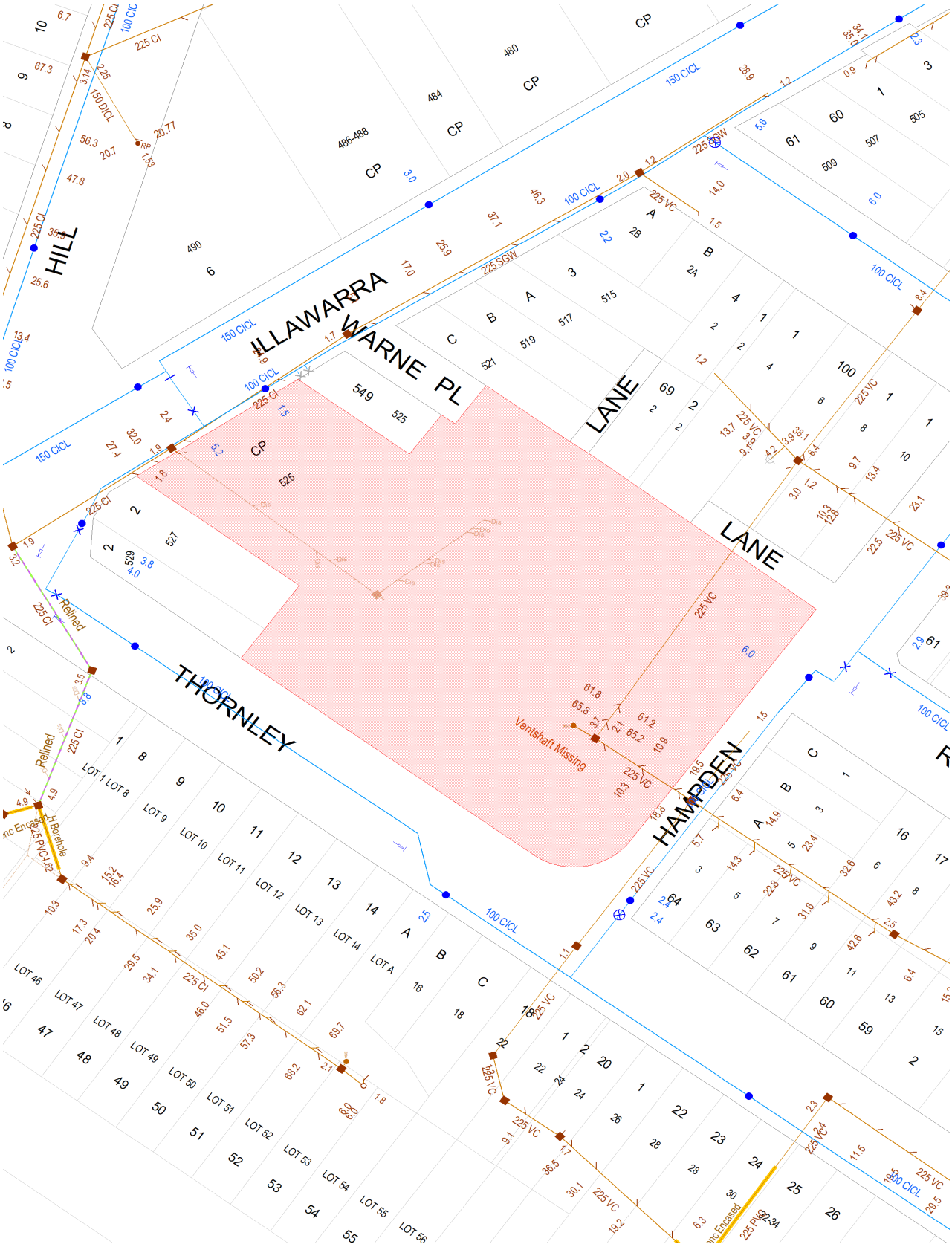


Document generated at 16-10-2026 08:00:16 AM

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8005618983



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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

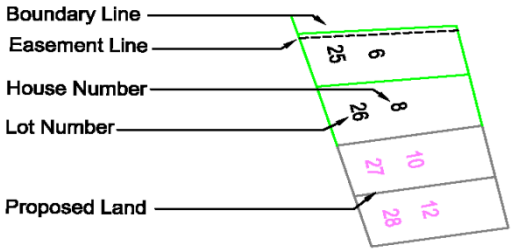
Vacuum Sewer

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**.

Box : 610U

PARTNERS OF MORAY & AGNEW MORAY & AGNEW - SYDNEY
L 2, 45 Watt ST
Newcastle 2300

ABN: 23 519 493 925
GPO Box 15
Sydney NSW 2001
P: 02 8776 3575
W: www.nswlrs.com.au

Date: 24/9/2024

INFORMATION NOTICE

THE UNDERMENTIONED DEALING(S) WERE REGISTERED/RECORDED ON 24/9/2024

DEALING NUMBERS: AU439279 VARIATION OF LEASE

LODGMENT INVOICE NUMBER: D3524451

YOUR REFERENCE: MCC:496660

TITLE REFERENCE
44/SP87862

REGISTRAR GENERAL

PEXAExchange

Variation of Lease (07VL)

Residual Document Version 05

Lodger Details

Lodger Code

Name

Address

Lodger Box

Email

Reference

Land Registry Document Identification

AU439279

STAMP DUTY:

Variation of Lease (07VL)

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
44/SP87862	N	

Applicant

DEFENCE HOUSING AUSTRALIA

Commonwealth government or body

Document Type

Variation of Lease (07VL)

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 Dealing

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	DEFENCE HOUSING AUSTRALIA
Signer Name	FIONA LOUISE NELSON
Signer Organisation	PARTNERS OF MORAY & AGNEW
Signer Role	PRACTITIONER CERTIFIER
Execution Date	23/09/2024

Feedback

Back

Docusign Envelope ID: 8A190C45-B3C8-4104-A82B-B57E237DEF13

Form: 07VL
Release: 3·2

VARIATION OF LEASE

New South Wales
Real Property Act 1900

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

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

STAMP DUTY — Office of State Revenue use only

(A) TORRENS TITLE: 44/SP87862

(B) HEAD LEASE

Number	Torrens Title

(C) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference:	VL

(D) LESSOR: RUDOLF FEST and SHURA FEST

(E) LEASE VARIED: AI33690

(F) LESSEE: DEFENCE HOUSING AUSTRALIA ABN 72 968 504 934

(G)
1. The **rent** is N.A. to $N.A. per N.A. on and as from N.A.
2. The **term** is increased to 15 years N.A. months and N.A. days so as to expire on 12 August 2028
3. The **option to renew** is relinquished
4. The **provisions** of the lease are varied as set out in annexure "A" hereto.

DATE 23/09/2024

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

Signature of witness:

Name of witness: Carmel Betsy Berger
Address of witness: 7 Bradley Ave, Bellevue Hill NSW 2023

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

Signature of lessor:

Electronic signature of me, RUDOLF FEST, affixed by me, or at my direction on 20 September 2024

Electronic signature of me, SHURA FEST, affixed by me or at my direction on 22 September 2024

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

Signature:

Signatory's name: Fiona Nelson
Signatory's capacity: solicitor

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

Docusign Envelope ID: 8A190C45-B3C8-4104-A82B-B57E237DEF13

Annexure **A** to VARIATION OF LEASE

Parties:

RUDOLF FEST and SHURA FEST (Lessor) Lease from Defence Housing Australia ABN 72 968 504 934 (Lessee)

Dated 23/09/2024

The Lessor and Lessee agree that registered lease AI33690 ('Lease') is varied as follows:

1. The Term shown at item G(1) on the first page of the Lease is varied by deleting the reference to "Twelve (12) years" and replacing it with the Term of "Fifteen (15) years".

2. The Terminating Date shown at item G(3) on the first page of the Lease is varied by deleting the date "12 August 2025" and replacing it with the date "12 August 2028".

3. The Option to Renew shown in item G(4) on the first page of the Lease is varied by deleting "for a period of Three (3) years set out in clause 7 of Annexure "A"" and replacing it with "Not Applicable".

4. The Reference Schedule of Annexure A of the Lease is varied as follows:

   (a) The Initial term in Item 4 is varied by deleting "Twelve (12) years" and replacing it with "Fifteen (15) years".

   (b) The Termination date in Item 6 is varied by deleting "12 August 2025" and replacing it with "12 August 2028".

   (c) The Variable extension period in Item 7 is varied by deleting "Three (3) Years" and replacing it with "Not Applicable".

Electronic signature of me, RUDOLF FEST, affixed by me or at my direction on 20 September 2024

Electronic signature of me, SHURA FEST, affixed by me or at my direction on 22 September 2024

Form: 07L
Release: 4·3

LEASE

New South Wales
Real Property Act 1900

AI33690H

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

STAMP DUTY Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased

Lot 44 in Strata Plan 87862 (44/SP87862)
being the property known as 44/525 Illawarra Road, Marrickville

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
231	LLPN: 123835G CSB Reference: 552930708	L

(C) **LESSOR**

RUDOLF FEST & SHURA FEST

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

(D) Encumbrances (if applicable):

(E) **LESSEE**

Defence Housing Australia ABN 72 968 504 934

(F) **TENANCY:**

(G)
1. **TERM** TWELVE (12) YEARS
2. **COMMENCING DATE** 13 AUGUST, 2013
3. **TERMINATING DATE** 12 AUGUST, 2025
4. With an **OPTION TO RENEW** for a period of THREE (3) YEARS
   set out in clause 7 of Annexure "A" hereto (Reference Schedule)
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out inclause N.A. of N.A.
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** _____ hereto.
8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900
   No. AF743524
9. The **RENT** is set out in item No. 8 of Annexure "A" hereto (Reference Schedule)

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1303

S. Fest

DATE

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

Signature of witness:

Name of witness: Edward Vasoly
Address of witness: 35 Spring St
Bondi Junction 2022

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

Signature of lessor: S. Fest

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

Signature of witness:

Name of witness:
Address of witness:

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

Signature of attorney:

Attorney's name:
Signing on behalf of: SEE EXECUTION SCHEDULE
Power of attorney-Book:
-No.:

(I) **STATUTORY DECLARATION***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor

☐ Other qualified witness *[specify]* _____,

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

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was a _____ *[Omit ID No.]*

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

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

ANNEXURE TO LEASE

Parties: **Rudolf FEST & Shura FEST** as Lessor

Defence Housing Australia ABN 72 968 504 934 as Lessee

Dated:

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence Signature of Witness: Name of Witness: Kirrilee Stewart Address of Witness: Level 13, 2-12 Macquarie Street, PARRAMATTA 2150	Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified. Signature of Attorney: Attorney's name: ~~Bryan Slattery~~ / **Shauna Ramrahka** / ~~Andrew Glackin~~ Signing on behalf of: **Defence Housing Australia** Power of Attorney: **Book 4349 No** ~~464~~ 460

S. Fest

Reference Schedule

Item 1 RUDOLF FEST & SHURA FEST

ABN: (if applicable)

Attention: (if applicable)

Telephone No:

Facsimile No:

Item 2 **Defence Housing Australia**

ABN: 72 968 504 934

Attention: Bryan Slattery / Andrew Glackin / Shauna Ramrahkah

Telephone No:

Facsimile No:

Item 3 **Property**

Address: **44/525 Illawarra Road, Marrickville**

Title reference: 44/SP87862

Item 4 **Initial Term**

Twelve (12) Years

Item 5 **Commencement Date**

X 13 AUGUST, 2013

Item 6 **Expiry Date**

X 12 AUGUST, 2025

Item 7 **Variable Extension Period**

Three (3) Years

Item 8 **Commencing Rent**

$680.00 per week

Item 9 **Rent Review**

First review date
31 December of the year in which this Agreement commences, or if the Commencement Date is later than 30 September in that year, then 31 December in the following year

Method of rent review
Greater of market rent or the rent at the Commencement Date

Second and subsequent review dates
Every 31 December for the term of this agreement

Method of rent review
As above

X Att.

S. Fest

x Witness

LEASE EDITION 6b
© Defence Housing Australia

Item 10 **Service Fee**

13% (GST inclusive)

Item 11 **The Act**

Residential Tenancies Act 2010 (NSW)

x AH

x Witness

S. ~~Font~~ Paul

LEASE EDITION 6b
© Defence Housing Australia

Moray & Agnew

TRUST STATEMENT & TRUST LEDGER

For The Period 1/01/2000 Through 23/10/2013

Client Name: **Defence Housing Australia**

Address: C/- Defence Housing Australia
26 Brisbane Avenue
BARTON ACT 2600

MORAY&AGNEW LAWYERS

ABN 35 262 692 173

Level 1, 8 Auckland Street, NEWCASTLE NSW 2300

PO Box 1801, NEWCASTLE NSW 2300

Telephone +61 2 4911 5400 Fax +61 2 9232 1004

Client Code: DHA

Matter Code: 333110 MATTER DESCRIPTION: DHA:PSLB: 44/525 Illawarra Road, Marrickville

TRUST NUMBER: 1 TRUST NAME: Trust Monies

SOLICITOR HANDLING: Nigel Sellens

RESPONSIBLE PARTNER: Grant Sefton

Date / *Trans Uno*	Reference / Receipt Type	PAID TO/REC'D FROM/JNL TO/FROM / Reason	Debit Amount	Credit Amount	Balance
		OPENING BALANCE as at 1/01/2000			0.00
17/06/2013 *988037*	R3000 Direct Deposit	Rudolf Fest On account of deposit		2,000.00	2,000.00 CR
15/08/2013 *1006049*	R1006049	Moray & Agnew 260669 Newcastle Firms Interest in Trust-(Trust to Office Transfers) Trust to office transfer to part pay bill #265796	2,000.00		0.00
15/08/2013 *1006061*	R3078 Bank Cheque	Commonwealth Bank of Australia lease/caveat rego fund (s/c 40)		389.40	389.40 CR
22/10/2013 *1028736*	P4628	R & S Fest refund of lease registration fee	389.40		0.00
		CLOSING BALANCE as at 23/10/2013			0.00

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Form: 16LM
Release: 2.1
www.lands.nsw.gov.au

MEMORANDUM

New South Wales
Section 80A Real Property Act 1900

AF743524R

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.

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODES
421X	HUNT & HUNT DX 214 SYDNEY LLPN: 123292U Reference: MPBB 9526748	LM CM MM GM BM

(B) APPLICANT

DEFENCE HOUSING AUSTRALIA ABN 72 968 504 934

(C) The applicant requests the Registrar General to record this memorandum, comprising 26 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause 3.2(a)

ii For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: MARK PAUL BYERS

Capacity of signatory (if applicable): Solicitor for Applicant

Date: 30 August 2010

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE THE ANNEXURE "A".

RELODGED
10 SEP 2010
TIME: 10/30

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Annexure "A"

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1. The agreement

1.1 Lease and DHA Property Care Services

This is an agreement by which the Lessor:

(a) leases to DHA the Property described in **Item 3** of the Reference Schedule, including any fixtures and fittings; and

(b) appoints DHA to perform the DHA Property Care Services specified in ***clause*** 6 for the duration of this agreement. DHA accepts this appointment, and neither party may revoke it.

1.2 Lessor's acknowledgement

The Lessor acknowledges that:

(a) it relies on its own independent legal, financial, taxation and other advice before entering into this agreement;

(b) it will comply with any notice, reporting or other requirements under the Act; and

(c) there is no bond payable by DHA to the Lessor.

2. Term

This agreement is for an initial term of years shown in **Item 4** of the Reference Schedule from the Commencement Date set out in **Item 5** of the Reference Schedule to the Expiry Date set out in **Item 6** of the Reference Schedule.

3. Variation of Term

3.1 DHA's need for flexibility

To ensure that DHA has the flexibility it requires to enable it to meet operational needs, DHA has the right to vary this agreement by extending or reducing the term under this ***clause***.

3.2 Changing the duration of this agreement

DHA may by written notice to the Lessor, exercise each of the following rights once (in any order):

(a) extend the term by a period up to the Variable Extension Period specified in **Item 7** of the Reference Schedule;

(b) extend the term by a period up to 12 months;

(c) reduce the term by a period up to 12 months.

3.3 Notice of change of duration

A notice under this ***clause*** must:

(a) in the case of an extension under either ***clause*** 3.2(a) or 3.2(b), be given at least 3 months before the date, which but for that extension, would have been the expiry date of this agreement;

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(b) in the case of a reduction under ***clause*** 3.2(c), be given at least 3 months before the date which, as a result of the reduction, would be the new expiry date of this agreement;

(c) specify which sub-***clause*** of ***clause*** 3.2 is invoked;

(d) specify the period by which the term is to be extended or reduced; and

(e) specify the new expiry date of the term.

3.4 Effect of giving notice

After giving the notice pursuant to this ***clause*** 3, the Expiry Date specified in **Item 6** of the Reference Schedule is varied accordingly.

4. Rent

4.1 Payment of rent

(a) The commencing rent is stated in **Item 8** of the Reference Schedule.

(b) DHA will pay the rent by electronic funds transfer. The Lessor must make adequate arrangements to enable payment by this method.

(c) Rent payments (other than the first and last) will be paid monthly in advance on the first day of each calendar month. DHA elects to pay monthly in advance although it may have no obligation to do so under the Act.

(d) The first rent payment, which includes a partial rent payment in arrears and the first full month rent payment in advance, will be paid:

(i) where the Commencement Date is before the twenty-third day of the month, on the first day of the following month; or

(ii) where the Commencement Date is on or after the twenty-third day of the month, within 7 business days of the first day of the following month.

(e) The last rent payment is payable in arrears. DHA may hold this payment while DHA arranges to calculate and offset any amount due to DHA by the Lessor (if any) under this agreement.

(f) Prior to making rent payments, DHA may deduct any monies due from the Lessor to DHA, whether under this agreement or otherwise.

4.2 Calculation of rent

(a) The rent accrues from day to day.

(b) The monthly payment is calculated as follows:

monthly payment = weekly rent x 4.3482.

(c) If the first or last rent payment is for a period of less than a full calendar month, the rent for the broken rent period is calculated on a daily basis as follows:

daily rent = weekly rent x 0.1429.

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5. Rent Review

5.1 When and how rent will be reviewed

The rent under this agreement will be automatically reviewed as at each Review Date, in the manner shown in **Item 9** of the Reference Schedule. DHA will undertake the rent review process under DHA Property Care in accordance with ***clause*** 6.6.

5.2 Date from which new rent applies

If the rent review:

(a) is completed by the Review Date - the new rent takes effect the day after the Review Date,

(b) is not completed by the relevant Review Date:

(i) DHA must continue to pay rent at the rate applicable for the previous period until the rent review process has been completed and the new rent determined; and

(ii) the parties will make any required rent review adjustments in accordance with ***clause*** 6.6.5.

6. DHA Property Care and Service Fee

6.1 Nature of DHA Property Care

(a) DHA will, throughout the term of this agreement, look after the Property by providing **DHA Property Care**, which is comprised of the following five services:

(i) Property Management Service (described in ***clause*** 6.2);

(ii) Repair and Maintenance Service (described in ***clause*** 6.3);

(iii) Emergency Repair Service (described in ***clause*** 6.4);

(iv) Restoration Service (described in ***clause*** 6.5); and

(v) Market Rent Review Service (described in ***clause*** 6.6).

(b) DHA Property Care is provided by DHA in return for a Service Fee equivalent to the percentage of the rent specified in **Item 10** of the Reference Schedule.

(c) The Service Fee is payable by the Lessor and will be deducted by DHA from the monthly rent payments.

(d) The parties acknowledge that DHA's role in respect of DHA Property Care is separate and distinct from DHA's role as a tenant under this agreement.

6.2 Property Management Service

DHA must manage the Property by performing the following activities:

(a) carrying out inspections of the Property at periodic intervals;

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(b) itemising monthly rent receipts, outgoings and other expenses (other than those covered by the Service Fee) paid on the Lessor's behalf, and, if required by the Lessor, provide relevant information on an annual basis;

(c) provided DHA receives relevant notices and accounts in sufficient time to enable payment by the due date, paying on the Lessor's behalf outgoings in respect of the Property (eg rates, charges, property insurance premiums), unless the Lessor elects to assume the responsibility. DHA may recoup amounts paid as a debt due by the Lessor, or by deduction from the monthly rent payments; and

(d) arranging compliance, at the Lessor's expense (by deduction from monthly rent payments), with any of the Lessor's retained responsibilities under ***clause*** 7, if requested by the Lessor and DHA agrees to do so.

6.3 Repair and Maintenance Service

(a) DHA must repair and maintain the Property (fair wear and tear excepted), for items such as:

(i) doors and windows;

(ii) locks and latches;

(iii) window coverings eg, blinds, curtains, vertical drapes;

(iv) security and/or insect screens;

(v) built-in appliances eg, stoves, ovens, rangehoods, air conditioning, hot water systems, dishwashers, heaters;

(vi) gas appliances;

(vii) lights and light fittings;

(viii) power points and switches;

(ix) walls and ceilings;

(x) wet areas eg, plugs, tiles, vanity units, cabinets, shower screens, towel rails;

(xi) floor coverings eg, carpet, vinyl, slate, timber, tiles, linoleum;

(xii) cupboards, serveries, bench tops and shelving;

(xiii) gutters, downpipes, gates, garage doors, letterbox and clothes line;

(xiv) general upkeep of grounds and gardens (eg plants and mulch); and

(xv) smoke detectors,

except where the need for repair or maintenance is within, or is caused by matters falling within, the lessor's retained responsibilities under ***clause*** 7.

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(b) In performing its obligation under ***clause*** 6.3(a), DHA will maintain the Property, internally and externally, in a condition which reflects contemporary community standards and the standards of the locality where the Property is situated. DHA may replace appropriate items to an equivalent standard where, in DHA's opinion, a repair is impractical or not cost effective.

(c) DHA must not otherwise carry out work which:

(i) will significantly change the appearance of the Property; or

(ii) involves structural alteration or additions,

without the prior consent of the Lessor. The Lessor must not unreasonably withhold this consent.

(d) Works arranged by DHA under this clause must be made by a licensed or suitably qualified tradesperson (holding the appropriate insurances).

6.4 Emergency Repair Service

(a) DHA will, immediately on becoming aware of it, arrange any emergency works where such work is essential to preserve the Property and/or protect human health, safety and security.

(b) If the emergency arises from a repair and maintenance item for which DHA is responsible pursuant to this agreement, DHA must bear the cost of the works.

(c) If the emergency is within, or is caused by matters falling within, the Lessor's retained responsibilities under ***clause*** 7, the Lessor must bear the cost of the works.

(d) The maximum amount that may be incurred for emergency repairs arranged by DHA without the Lessor's prior consent is the amount (if any) specified in the Act.

6.5 Restoration Service

(a) At the end of this agreement, DHA will provide a restoration service. The restoration service relates to this agreement only and varies according to the duration of its term.

(b) In all cases, DHA will ensure that:

(i) internally, the Property is professionally cleaned;

(ii) appliances are clean and in good working order; and

(iii) externally, the dwelling, grounds and landscaping are in a neat and tidy condition, except where this is the obligation of a Body Corporate.

(c) If the term of this agreement is 6 years or more, DHA will repaint the Property internally to a similar standard and toning as existed at the Commencement Date.

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(d) If the term of this agreement is 9 years or more, DHA will also:

(i) recarpet previously carpeted areas, and replace vinyl on floors previously covered with vinyl, to a similar standard and toning as existed at the Commencement Date;

(ii) repolish any previously polished timber floors to a similar standard as existed at the Commencement Date; and

(iii) repaint external surfaces of building structures to a similar standard and toning as existed at the Commencement Date, except where external painting is the obligation of a Body Corporate.

(e) DHA's Restoration Service obligations:

(i) are not affected by any period of reduction in the term of this agreement pursuant to ***clause*** 3.2(c); and

(ii) do not apply where this agreement is terminated pursuant to ***clause*** 18.1(b) (eg, the Property is destroyed or no longer lawfully useable as a residence).

6.6 Market Rent Review Service

6.6.1 Review Process

(a) DHA must manage the rent review process in accordance with ***clause*** 5 by:

(i) before each Review Date, arranging a market rent valuation by a valuer appointed by DHA (**Market Valuer**);

(ii) ensuring the Property is physically inspected as part of the rent review process at least every 3 years;

(iii) bearing the costs of the valuation by the Market Valuer;

(iv) providing the Lessor with a written notice of the outcome of the valuation by the Market Valuer; and

(v) making available to the lessor a valuation certificate of market rent from the Market Valuer.

(b) Subject to the parties' rights under the Secondary and Tertiary Review Processes below and the Act, the valuation of market rent by the Market Valuer is final and conclusive.

6.6.2 Secondary Review Process

(a) If the Lessor is dissatisfied with the valuation of market rent made by the Market Valuer, the Lessor may initiate the following process (**Secondary Review Process**) by providing DHA within 30 days of service of DHA's written notice of the outcome of the Market Valuer's valuation:

(i) written notice of its intent to pursue the Secondary Review Process; and

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(ii) a valuation of market rent which exceeds the market rent assessed by the Market Valuer, made by a valuer (**Secondary Valuer**) appointed and paid by the Lessor.

(b) The Lessor must ensure that the Secondary Valuer is available to consult with the Market Valuer.

(c) Promptly after receiving the Secondary Valuer's valuation, the Market Valuer will either accept such valuation or consult with the Secondary Valuer and seek to reach agreement as to the valuation of market rent.

(d) Subject to the parties rights under the Tertiary Review Process below, if within 30 days of being instructed to consult (**Consultation Period**), the Market Valuer and the Secondary Valuer notify the parties in writing that they agree on the valuation of market rent, that agreed valuation is final and conclusive.

6.6.3 Tertiary Review Process

(a) If the Market Valuer and Secondary Valuer are unable to agree, or either party is dissatisfied with the outcome of the Secondary Review Process, DHA or the Lessor may initiate the following process (**Tertiary Review Process**). The Tertiary Review Process must be invoked within 7 days of the expiry of the Consultation Period, by providing:

(i) written notice to the other party of its intent to invoke the Tertiary Review Process; and

(ii) a written request to the President of the local Division of the Australian Property Institute in the State or Territory in which the Property is located to appoint a valuer (**President's Valuer**) to assess the market rent.

(b) The costs of the President's Valuer must be met by the Lessor and DHA equally.

(c) The valuation of market rent by the President's Valuer is final and conclusive.

(d) If the Tertiary Review Process is not invoked within 7 days of the expiry of the Consultation Period the original valuation of market rent by the Market Valuer is final and conclusive.

6.6.4 Valuer Requirements

All valuers appointed under this ***clause*** 6.6 must be:

(a) a registered member of the Australian Property Institute in the State or Territory in which the Property is located; and

(b) instructed to assess the market rent of the Property as at the Review Date in accordance with the following principles:

(i) have regard to the estimated amount for which the Property should rent, between a willing lessor and a willing lessee in an arms length transaction, in which the parties have acted

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knowledgeably, prudently and without compulsion, having regard to the usual market terms and conditions for leases of similar premises;

(ii) take no account of any higher rent which might be paid by a lessee with a special interest, or any lower rent which might be acceptable to a lessor with a special interest; and

(iii) give proper consideration to the impact of fixtures, fittings, furnishing, landscaping and other such items.

6.6.5 Adjustments following review

For the purposes of ***clause*** 5.2(b)(ii), DHA will calculate the necessary adjustments after a concluded rent review so as to place the parties in the same position as if the final determined rent took effect the day after the relevant Review Date, either by:

(a) DHA paying the Lessor the amount of any underpayment within 14 days of the determination of rent; or

(b) the Lessor refunding within 14 days of demand, or DHA deducting from its monthly rent payments, the amount of any overpayment.

7. Lessor's retained responsibilities

7.1 Extent of responsibilities

Except as set out in ***clause*** 7.2, the Lessor retains full responsibility for all matters that are not covered by DHA Property Care. This includes:

(a) essential services such as water, electricity, gas, sewerage, and drainage within the Property;

(b) structural damage and structural defects of any improvement on the Property;

(c) damage (including to the structure or infrastructure) directly or indirectly caused by:

(i) subsidence, heaving and/or other movement of the earth;

(ii) pest infestation of the Property;

(iii) fire, lightning, flood, storm, tempest; or

(iv) any other factor outside the control of DHA;

(d) landscaping of a major, non-recurring nature, including:

(i) large tree removals (requiring work to be done by a professional arborist or as classified by council guidelines);

(ii) drainage works, such as installation of stormwater drainage; and

(iii) replacement of fencing, retaining walls, and garden edging;

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(e) pest inspection programs or treatments required to protect from, or treat, infestation of the Property, or which are undertaken for the purpose of producing or maintaining pest control certificates;

(f) work which is or would be covered by any insurance which the Lessor is required to maintain under this agreement and payment of any excess applying to such insurance;

(g) work covered by any warranty held by the Lessor;

(h) work which is the obligation (at law or by resolution or agreement) of a Body Corporate or other third party whether arising before or after the Commencement Date;

(i) work which is specified in any Special Conditions attached to this agreement or which was specified in any Letter of Offer from DHA to the Lessor before the Commencement Date;

(j) works or improvements required to ensure DHA is able to continue to enjoy its rights under this agreement;

(k) compliance with environmental law and other law; and

(l) capital and interest rate risk.

7.2 DHA's responsibility for negligent or malicious acts

DHA will be responsible for repairing any damage to the Property to the extent it arises from a breach of this agreement, or the negligence, or malicious acts, by DHA, its employees, agents, or permitted occupants.

7.3 Lessor elects to undertake work

The Lessor may request DHA to carry out any of the Lessor's responsibilities under ***clause*** 7.1. If DHA agrees to do so, it does so on the Lessor's behalf and at the Lessor's cost. Where the Lessor elects to perform its responsibilities itself, the Lessor:

(a) may inspect the Property for the purpose of carrying out repair and maintenance and other works, after giving DHA reasonable notice and if the Act applies, complying with the Act; and

(b) must ensure works arranged by the Lessor are completed by a licensed or suitably qualified tradesperson (holding the appropriate insurances).

7.4 Enforcement of Lessor's rights

In respect of action required under ***clause*** 7.1, the Lessor must sign any documents and attend to any matters as may be necessary to facilitate enforcement of the Lessor's rights under any relevant warranty or insurance policy, or against any third party.

7.5 Step-in rights

If the Lessor does not fulfil its responsibilities under ***clause*** 7.1 within a reasonable time, DHA may:

(a) on 30 day's notice, carry out the actions required; and

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(b) recoup its reasonable costs as a debt due by the Lessor, or by deduction from monthly rent payments.

8. Occupancy and Surrender

8.1 Occupancy arrangements

Provided that DHA continues to pay rent in accordance with this agreement, the Lessor consents to DHA:

(a) allowing Defence Force personnel to occupy the Property;

(b) if DHA does not require the Property for housing Defence Force personnel:

(i) subletting the Property on the private rental market; or

(ii) leaving the premises unoccupied.

8.2 Surrender of surplus property

If the Property becomes surplus to DHA's requirements, the Lessor may elect, within 30 days of receipt of a written offer by DHA, to surrender this agreement at a date agreed by the parties.

9. Use of the Property

9.1 Vacant possession

Unless the Property is already under the management of DHA, the Lessor must give vacant possession of the Property on the Commencement Date.

9.2 Enjoyment of Property

The Lessor:

(a) warrants that, as at the Commencement Date, there is no legal impediment to the use of the Property for residential purposes, of which the Lessor knows or ought reasonably to know;

(b) is satisfied that, as at the Commencement Date, the state and condition of the Property is fit for use for residential purposes; and

(c) must, throughout the term, give DHA quiet enjoyment of the Property and must not interfere with the reasonable peace, comfort, or privacy of DHA in using the Property.

9.3 Permitted uses

DHA may use the Property for:

(a) residential purposes;

(b) a home business of the type usually permitted on property of the nature of the premises (unless the Lessor has provided written notice otherwise prior to the Commencement Date); and

(c) any other purpose permitted by the relevant local authority.

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9.4 Prohibited uses

DHA must not use the Property in any manner which:

(a) is illegal;

(b) causes a nuisance;

(c) interferes (or allows another person on the Property to interfere) with the reasonable peace, comfort or privacy of the neighbours; or

(d) if the Property is part of a Strata Scheme, breaches the by-laws or rules of the Strata Scheme.

9.5 Pets

The Lessor consents to the keeping of pets on the Property where not otherwise prevented by any law or by-law, provided that DHA:

(a) uses reasonable endeavours to ensure that pets do not damage the Property; and

(b) repairs, or bears the cost of repair of, any pet damage prior to vacating the Property.

9.6 Technology and communication services

The Lessor consents to the installation of technology and communication services and the like (including cable and satellite television and broadband internet services).

10. Inspections

10.1 DHA inspection service

DHA, as service provider of DHA Property Care, will undertake the majority of inspections on behalf of the Lessor under ***clause*** 6.2 and will, if requested, arrange one personal inspection of the Property by the Lessor in each year of the term.

10.2 Lessor's inspections

Without waiving any rights under the Act, due to the unique nature of the occupancy, the Lessor elects to keep inspections to a minimum.

11. Abatement of Rent

If, other than due to DHA's breach of this agreement, the Property is:

(a) made wholly or partly unfit for human habitation; or

(b) affected so that there is a significant impact on DHA's ability to enjoy the Property or any of its amenity;

DHA is entitled to either cease to pay rent for the period or reduce the rent, to the extent that the Property is so affected.

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12. End of the Term

12.1 DHA's general obligations

At the end of this agreement, DHA must:

(a) give vacant possession of the Property to the Lessor; and

(b) subject to fair wear and tear, having regard to the age and condition of the Property on the Commencement Date, leave the Property in good and substantial repair and condition.

12.2 Tenant's fixtures

DHA may seek the Lessor's permission to leave any tenant's fixtures or fittings in place. However:

(a) in the case of tenant installed technology and communication services, which are an enhancement to the Property, the Lessor agrees that removal is at DHA's discretion; and

(b) on removal of any tenant's fixtures, DHA will repair any damage caused by the removal.

12.3 Payments outstanding to DHA

If, following the end of this agreement, any money is owing from the Lessor to DHA, the Lessor must pay DHA within 14 days of demand.

12.4 Holdover period

If the Lessor consents to DHA continuing to occupy the Property after the end of the term (**holdover period**):

(a) the provisions set out in this agreement (other than those regarding the term of this agreement) continue to apply; and

(b) this agreement may be terminated by no less than:

(i) 1 month's written notice from DHA to the Lessor; or

(ii) 60 days written notice from the Lessor to DHA,

or such lesser time frame as is permitted under the Act.

13. Sale of the Property

13.1 Notice of intention to sell

If the Lessor intends to list the Property for sale, the Lessor must give DHA at least 7 business days written notice.

13.2 Disclosure to prospective purchasers

The Lessor must ensure that prospective purchasers are fully informed that if the Property is sold, this agreement does not end but is to remain in place with the new owner.

13.3 Access 'by appointment'

The Lessor agrees that inspections and access for the purpose of sale will:

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(a) only be conducted when appointments are made with DHA at reasonable times and on reasonable notice; and

(b) be for genuine prospective purchasers only, and therefore, there must be no "open house" inspections.

13.4 Special considerations

When selling the Property, for privacy and security reasons, the Lessor agrees that it will not:

(a) affix or erect any "For Sale" signage on or adjacent to the Property; or

(b) when advertising the Property for sale:

(i) take or use photographs of the furnishings or possessions within or on the Property; or

(ii) publish the street number (but may use the street and suburb name).

13.5 Auctions to be held off site

If the Property is to be submitted for sale by auction, the auction must not be held on or adjacent to the Property.

13.6 Precondition to sale

If the Property is sold, the new owner must be substituted for the Lessor in respect of this agreement, and therefore:

(a) if this agreement is registered, this substitution is automatic; or

(b) if this agreement is unregistered, the Lessor must, as a condition precedent to the sale or transfer, procure the transferee to enter into a deed with DHA to be bound by the terms and conditions of this agreement. The deed must be reasonably acceptable to DHA, and be delivered to DHA duly executed and (if applicable) stamped.

13.7 Requirements on sale

(a) In order to facilitate the Lessor's adjustments on completion of sale, immediately after the Contract of Sale has been signed, the Lessor must provide DHA with written notice advising:

(i) the date that the Contract of Sale was signed;

(ii) the expected date of settlement; and

(iii) full details of the Lessor's solicitor in respect of the sale.

(b) The Lessor must, on or before settlement, reimburse DHA for all amounts it owes to DHA, including outgoings and amounts paid on the Lessor's behalf.

(c) Following the sale of the Property, DHA reserves the right to use all available avenues to recover from the Lessor:

(i) any money still owing from the Lessor to DHA; and

(ii) any misapplied rent properly payable to the new owner.

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14. Lessor's insurance obligations

14.1 Lessor to maintain policies

The Lessor must, for the duration of DHA's occupation of the Property, maintain insurance cover with a reputable insurance company to cover:

(a) the Property (including all fixtures, fittings and chattels owned by the Lessor) for their full insurable value on a re-instatement basis, except to the extent this type of property protection insurance is held by a Body Corporate;

(b) accidental damage to the Property (including all fixtures, fittings and chattels owned by the Lessor);

(c) damage by flood (if reasonably attainable), fire, storm, tempest, explosion, impact damage and other such factors outside the control of the Lessor or DHA;

(d) public liability cover in respect of the Lessor's exposure in relation to the Property and this agreement for not less than $10,000,000; and

(e) any use permitted under this agreement.

14.2 Certificate of currency

If DHA requests it, the Lessor must provide DHA with a copy of the relevant certificate of currency or insurance policy specified in ***clause*** 14.1.

14.3 Lessor bears insurance risk

The Lessor bears all risk associated with failure to take out insurance cover, and, to the extent such cover is required under ***clause*** 14.1, the Lessor indemnifies DHA for any loss or damage to the Property (including all fixtures, fittings and chattels owned by the Lessor).

15. DHA's insurance obligations

DHA must maintain, during the term of this agreement and any holdover period, public liability insurance or indemnification with Comcover or other reputable insurance company to cover its public liability exposure in respect of the Property (whether or not the policy also covers other properties) for at least $10,000,000.

16. Rates and charges

16.1 DHA to pay for usage

DHA must pay (or procure payment of) all accounts for:

(a) excess water, water usage or water consumption; and

(b) the supply of gas, electricity, telephone, technology and communication services (such as cable and satellite television, and broadband internet services), and other such services to the Property.

16.2 Lessor to pay council rates, land tax and other charges

The Lessor must promptly pay all:

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(a) taxes and Local Government rates;

(b) charges for the provision of water and sewerage services (except charges for excess water, water usage or metered water consumption);

(c) levies and charges payable in respect of the Property under any Strata Scheme or other legislation; and

(d) other statutory and council charges in respect of the Property.

16.3 Reimbursement to Lessor

Where the Lessor pays any account for which DHA must pay under ***clause*** 16.1, DHA must reimburse the Lessor for the payment, if:

(a) the reimbursement is sought within 18 months of payment; and

(b) the Lessor provides DHA with written notice and proof of payment.

17. Strata Schemes and Bodies Corporate

17.1 Special definitions

In this agreement:

(a) **Strata Scheme** means a title system giving ownership rights over a lot or lots, however described, in a registered strata plan, building units plan, group titles plan or neighbourhood plan, or a similar strata title or community title scheme; and

(b) **Body Corporate** means the owner's corporation, governing body or relevant body of the Strata Scheme.

17.2 Application of this clause

If the Property forms part of a Strata Scheme, the provisions of this ***clause*** 17 apply.

17.3 DHA to comply with Strata requirements

DHA must comply with the relevant legislation and by-laws of the Strata Scheme which relate to or affect the Property and/or the land and buildings where the Property is located.

17.4 Lessor's role under Strata Scheme

The Lessor agrees:

(a) to keep itself generally informed as to the Strata Scheme issues affecting the Property;

(b) to consult and cooperate with DHA in good faith in respect of any proposed resolutions or actions adversely affecting the Property or DHA's use and enjoyment of the Property and its amenity; and

(c) to vote in a manner which preserves DHA's interest or rights under this agreement, and against any additional restrictions or requirements on the use of the Property and common areas under the Strata Scheme by DHA.

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17.5 Resolution of Strata Scheme matters

Where the Body Corporate does not, in DHA's reasonable opinion, provide a satisfactory service, including failure to:

(a) appoint a diligent Body Corporate manager that holds the appropriate qualifications and licence (if any) required by the relevant authority;

(b) maintain appropriate insurances, such as building replacement and public liability insurance;

(c) repair and maintain the common areas under the Strata Scheme; or

(d) resolve matters promptly,

then the parties will cooperate to, and the Lessor must, take any action required to resolve the situation.

18. Default and Termination

18.1 Right to terminate

Subject to clause 18.2, this agreement may only be terminated if:

(a) DHA and the Lessor agree in writing;

(b) the Act does not prohibit termination on the basis that, and the Property is:

(i) destroyed or made wholly or partly unfit for human habitation;

(ii) no longer lawfully useable as a residence; or

(iii) appropriated or acquired compulsorily by government;

and one party gives to the other at least 7 days written notice of termination;

(c) a party is in breach of one of the tenancy provisions of this agreement, and that breach remains unremedied after 30 days from a written notice from the other party specifying the breach and requesting rectification, and that other party gives no less than 14 days written notice of termination;

(d) a party is in material breach of one of the provisions relating to DHA Property Care and that breach remains unremedied after 30 days from a written notice from the other party specifying the breach and requesting rectification, and subject to the Act, that other party gives no less than 14 days written notice of termination; or

(e) a situation arises which would allow either party to terminate on another ground under the Act, and the appropriate conditions and requirements are met.

18.2 Timeframes for Notices

If a timeframe is specified in clause 18.1 and a different timeframe is required by the Act, then the requirements in the Act will apply.

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18.3 Agreement to compensation

It may be sufficient rectification for DHA to compensate the Lessor for damages in respect of any unremedied breach, if mutually agreed.

18.4 Simultaneous Tenancy and DHA Property Care

It is an essential term of this agreement that both the tenancy and DHA Property Care Services run concurrently and end simultaneously to enable DHA to meet Defence requirements.

19. Dispute Resolution

19.1 Good faith negotiations

The parties must negotiate in good faith to resolve any potential dispute which may arise under this agreement.

19.2 Alternative dispute resolution

The parties agree that, where a dispute cannot be resolved by negotiation, it is desirable to undertake alternative dispute resolution before commencing any formal litigation process. The cost of the alternative dispute resolution will be borne equally by the parties unless resolved otherwise.

20. General Provisions

20.1 Lease Registration

(a) The Lessor must, if permitted by law and at the Lessor's cost:

(i) register this agreement; and

(ii) register a variation of this agreement if the term of this agreement is extended; and

(iii) deliver a copy of each registered document to DHA within 4 weeks of the final execution of the document.

(b) If properly authorised in writing by the Lessor, DHA may assist with obtaining registration, at the Lessor's cost.

(c) If the Lessor does not complete the registration in time it appoints DHA as its attorney to do whatever is necessary to obtain registration, at the Lessor's cost.

(d) If at the end of the term, the Lessor wishes to remove any notification of this agreement from the certificate of title for the Property, the Lessor must bear the associated costs.

20.2 Caveatable interest

Subject to any requirements of Federal, State or Territory legislation, if, for any reason, this agreement (or its extension or variation) is not registered by the date for delivery referred to in ***clause*** 20.1(a):

(a) DHA may, at the Lessor's cost, lodge a caveat to protect its leasehold interest;

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(b) the Lessor will not raise any objection to the lodgement of the caveat; and

(c) DHA may recoup its costs in preparing, lodging, registering and removing the caveat, from the Lessor.

20.3 Mortgagee's consent

The Lessor must, at the Lessor's cost, obtain any mortgagee consent required to lease, or vary a lease of, the Property.

20.4 Other legal costs

(a) The Lessor must pay any applicable stamp duty in relation to this agreement or its registration.

(b) The parties must bear their own costs in relation to the execution of this agreement and the performance of their obligations under this agreement.

20.5 GST

(a) In this ***clause***:

(i) **GST Law** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of Goods and Services which becomes operative in respect of the provisions of this agreement;

(ii) **GST** means any tax imposed on the supply of goods or services which is imposed or assessed under the GST Law; and

(iii) **Supply** means any supply, as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth), made by a party under this agreement.

(b) The Service Fee is expressed in this agreement as a GST inclusive amount.

(c) If this agreement or any Supply under or in respect of this agreement becomes subject to GST, and if the recipient of the consideration is liable for GST in relation to any Supply under this agreement, the parties agree that the amount payable for any Supply under or in respect of this agreement by any party shall be adjusted by the amount of the GST.

(d) Each party agrees to do all things, including providing invoices or other documentation in such form and detail, that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any Supply under this agreement.

(e) As required by any applicable legislation, where identifiable cost adjustments are realised by virtue of the enactment of the GST Law, those cost adjustments will be reflected in the calculations of the consideration under this agreement.

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20.6 No waiver

A failure by a party to exercise any right arising under this agreement is not a waiver of that right or any other right under this agreement.

20.7 Entire agreement

This agreement:

(a) supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation given or made by a party in connection with that subject matter;

(b) may be varied only by an instrument in writing signed by or on behalf of both the Lessor and DHA; and

(c) subject to the Act, constitute the entire agreement between the Lessor and DHA as to its subject matter.

20.8 No merger

None of the terms and conditions of this agreement or any other agreement between the parties, nor any act, matter or thing done in relation to this agreement or any other agreement, will operate as a merger of any of the rights and remedies of the parties in or under this agreement or any other agreement, all of which will continue in full force and effect.

20.9 No partnership

Nothing in this agreement is intended to create a relationship of partnership, principal and agent and/or joint venturers between the parties.

20.10 Notices

(a) A notice given under this agreement must be:

(i) in writing;

(ii) signed by the party giving the notice, or on that party's behalf by its manager, secretary, other authorised officer, or solicitors; and

(iii) directed to the recipient's address for service as specified in the Details section of this agreement (or as varied by written notice from time to time), by hand delivery or by prepaid post.

(b) The Lessor must promptly notify DHA in writing of any change of address for service.

(c) A notice given in accordance with ***clause*** (a) is taken to be received:

(i) if hand delivered, on delivery; and

(ii) if sent by prepaid post, 3 days after the date of posting.

20.11 Good faith

The parties must exercise good faith in their dealings with each other and use all reasonable endeavours to establish and maintain a cordial commercial relationship during the term of this agreement.

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20.12 Severability

(a) All provisions of this agreement will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.

(b) If any provision of this agreement (or part thereof) is invalid, illegal, or unenforceable, that provision (or part) will be severed and the remaining provisions will continue in force.

20.13 Interpretation

(a) The parties intend, subject to the Act, that the provisions of this agreement be interpreted, so far as possible:

(i) to be in or to the effect of the form or terms of the tenancy agreement required by the Act;

(ii) such that any extension is considered part of the term;

(iii) such that the DHA Property Care Services provided by DHA, are separate and distinct from the tenancy provisions of this agreement and are thereby unaffected by the Act.

(b) Unless the context otherwise precludes it:

(i) where any expressions are defined in the text of this agreement, those expressions shall have the meanings ascribed to them;

(ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;

(iii) a reference to a person generally includes a reference to a corporation, firm, partnership, joint venture, association, authority, trust, government, statutory entity or any other legal entity, and vice versa;

(iv) a covenant, agreement or undertaking on the part of two or more parties shall bind those parties jointly and each of them severally;

(v) a reference to a statute includes all amendments made to that statute, and to any statute passed in substitution, and all regulations made under those statutes;

(vi) headings are for guidance only and do not affect interpretation; and

(vii) where this agreement requires something to be done on a day which is a Saturday or Sunday or is a Public Holiday in the State or Territory in which the Property is situated, then that thing may be done on the next day which is not a Saturday, Sunday or Public Holiday.

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21. Federal, State and Territory Laws

21.1 Definition

In this agreement, **the Act** means the Residential Tenancy Act specified in **Item 11** of the Reference Schedule.

21.2 Act paramount

Nothing in this agreement is intended by the parties to exclude, modify or restrict the operation or application of provisions of the Act, except to the extent permitted by the Act.

21.3 Agreement with respect to the Act

Where the Act permits the parties to exclude or modify statutory provisions or requirements by agreement, then the parties acknowledge that this document records the extent of their agreement to do so.

21.4 Mandatory provisions of the Act

Where the Act implies terms in this agreement or gives rise to rights or obligations on the part of the Lessor or DHA which cannot be excluded, modified or restricted (**mandatory provisions**):

(a) the Act overrides any term of this agreement which is inconsistent with the mandatory provisions; and

(b) the mandatory provisions are deemed to be incorporated into this agreement to the extent of the inconsistency.

22. Special Conditions

This agreement incorporates the special conditions set out in any Attachment to this agreement.

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AUSTRALIA

DHA Lease Agreement

Lease Terms with
DHA Property Care

Edition 6b

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Reference Schedule

Item 1 **Lessor**

[***Insert Lessor's name***]

ABN: (if applicable)

Attention: (if applicable)

Address:

Telephone No:

Facsimile No:

Item 2 **Defence Housing Australia**

ABN: 72 968 504 934

Attention: ***[Insert DHA Contact Name and Position***]

Address: ***[Insert HMC Address]***

Telephone No:

Facsimile No:

Item 3 **Property**

Address:

Title reference:

Item 4 **Initial Term**

[***Insert***] years

Item 5 **Commencement Date**

Item 6 **Expiry Date**

[Insert Expiry Date of original term. NB: do not amend even if term is extended pursuant to clause 3.]

Item 7 **Variable Extension Period**

[Insert Variable Extension Period – eg 36 months]

Item 8 **Commencing Rent**

$[***Insert***] per week

Item 9 **Rent Review**

First review date	*Method of rent review*
31 December of the year in which this	Greater of market rent or the rent at the

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Agreement commences, or if the Commencement Date is later than 30 September in that year, then 31 December in the following year	Commencement Date
Second and subsequent review dates Every 31 December for the term of this agreement	*Method of rent review* As above

Item 10 **Service Fee**

[***Insert***]% (GST inclusive)

Item 11 **The Act** [***Delete non-applicable Acts***]

Residential Tenancies Act 1997 (ACT)

Residential Tenancies Act 2010 (NSW)

Residential Tenancies Act 1999 (NT)

Residential Tenancies and Rooming Accommodation Act 2008 (QLD)

Residential Tenancies Act 1995 (SA)

Residential Tenancy Act 1997 (TAS)

Residential Tenancies Act 1997 (VIC)

Residential Tenancies Act 1987 (WA)

[Drafting Notes: The Act will not apply in

(a) ***Victoria – if the term of the lease is for a period of more than 6 years (this takes into account DHA's ability to reduce the lease by 12 months); and***

(b) ***Tasmania – if the term of the lease is for a period of more than 3 years and the lease is registered.***

(c) ***Queensland – DHA to clarify that it falls within the s 38 'employee headlease' exemption. Until then, treat as applicable.***

In these cases, all of the Acts referred to above should be deleted and this Item completed with the words 'Not applicable'].

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Details

Date

Parties

Name	As shown in **Item 1** of the Reference Schedule
Short form name	**Lessor**

Name	As shown in **Item 2** of the Reference Schedule
Short form name	**DHA**

Background

A The Lessor acknowledges that this agreement assists DHA in performing its statutory function under the *Defence Housing Australia Act 1987* ("DHA Act").

B DHA leases the Property to support its functions, by allowing members of the Defence Force and other specified persons under the DHA Act to occupy the Property.

C While the DHA Property Care Services are distinct from the tenancy provisions of this agreement, they are linked so that neither component can operate in isolation.

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1. The agreement

1.1 Lease and DHA Property Care Services

This is an agreement by which the Lessor:

(a) leases to DHA the Property described in Item 3 of the Reference Schedule, including any fixtures and fittings; and

(b) appoints DHA to perform the DHA Property Care Services specified in ***clause*** 6 for the duration of this agreement. DHA accepts this appointment, and neither party may revoke it.

1.2 Lessor's acknowledgement

The Lessor acknowledges that:

(a) it relies on its own independent legal, financial, taxation and other advice before entering into this agreement;

(b) it will comply with any notice, reporting or other requirements under the Act; and

(c) there is no bond payable by DHA to the Lessor.

2. Term

This agreement is for an initial term of years shown in Item 4 of the Reference Schedule from the Commencement Date set out in Item 5 of the Reference Schedule to the Expiry Date set out in Item 6 of the Reference Schedule.

3. Variation of Term

3.1 DHA's need for flexibility

To ensure that DHA has the flexibility it requires to enable it to meet operational needs, DHA has the right to vary this agreement by extending or reducing the term under this ***clause***.

3.2 Changing the duration of this agreement

DHA may by written notice to the Lessor, exercise each of the following rights once (in any order):

(a) extend the term by a period up to the Variable Extension Period specified in Item 7 of the Reference Schedule;

(b) extend the term by a period up to 12 months;

(c) reduce the term by a period up to 12 months.

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3.3 Notice of change of duration

A notice under this ***clause*** must:

(a) in the case of an extension under either ***clause*** 3.2(a) or 3.2(b), be given at least 3 months before the date, which but for that extension, would have been the expiry date of this agreement;

(b) in the case of a reduction under ***clause*** 3.2(c), be given at least 3 months before the date which, as a result of the reduction, would be the new expiry date of this agreement;

(c) specify which sub-***clause*** of ***clause*** 3.2 is invoked;

(d) specify the period by which the term is to be extended or reduced; and

(e) specify the new expiry date of the term.

3.4 Effect of giving notice

After giving the notice pursuant to this ***clause*** 3, the Expiry Date specified in Item 6 of the Reference Schedule is varied accordingly.

4. Rent

4.1 Payment of rent

(a) The commencing rent is stated in Item 8 of the Reference Schedule.

(b) DHA will pay the rent by electronic funds transfer. The Lessor must make adequate arrangements to enable payment by this method.

(c) Rent payments (other than the first and last) will be paid monthly in advance on the first day of each calendar month. DHA elects to pay monthly in advance although it may have no obligation to do so under the Act.

(d) The first rent payment, which includes a partial rent payment in arrears and the first full month rent payment in advance, will be paid:

(i) where the Commencement Date is before the twenty-third day of the month, on the first day of the following month; or

(ii) where the Commencement Date is on or after the twenty-third day of the month, within 7 business days of the first day of the following month.

(e) The last rent payment is payable in arrears. DHA may hold this payment while DHA arranges to calculate and offset any amount due to DHA by the Lessor (if any) under this agreement.

(f) Prior to making rent payments, DHA may deduct any monies due from the Lessor to DHA, whether under this agreement or otherwise.

4.2 Calculation of rent

(a) The rent accrues from day to day.

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(b) The monthly payment is calculated as follows:

monthly payment = weekly rent x 4.3482.

(c) If the first or last rent payment is for a period of less than a full calendar month, the rent for the broken rent period is calculated on a daily basis as follows:

daily rent = weekly rent x 0.1429.

5. Rent Review

5.1 When and how rent will be reviewed

The rent under this agreement will be automatically reviewed as at each Review Date, in the manner shown in Item 9 of the Reference Schedule. DHA will undertake the rent review process under DHA Property Care in accordance with ***clause*** 6.6.

5.2 Date from which new rent applies

If the rent review:

(a) is completed by the Review Date - the new rent takes effect the day after the Review Date,

(b) is not completed by the relevant Review Date:

(i) DHA must continue to pay rent at the rate applicable for the previous period until the rent review process has been completed and the new rent determined; and

(ii) the parties will make any required rent review adjustments in accordance with ***clause*** 6.6.5.

6. DHA Property Care and Service Fee

6.1 Nature of DHA Property Care

(a) DHA will, throughout the term of this agreement, look after the Property by providing "DHA Property Care", which is comprised of the following five services:

(i) Property Management Service (described in ***clause*** 6.2);

(ii) Repair and Maintenance Service (described in ***clause*** 6.3);

(iii) Emergency Repair Service (described in ***clause*** 6.4);

(iv) Restoration Service (described in ***clause*** 6.5); and

(v) Market Rent Review Service (described in ***clause*** 6.6).

(b) DHA Property Care is provided by DHA in return for a Service Fee equivalent to the percentage of the rent specified in Item 10 of the Reference Schedule.

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(c) The Service Fee is payable by the Lessor and will be deducted by DHA from the monthly rent payments.

(d) The parties acknowledge that DHA's role in respect of DHA Property Care is separate and distinct from DHA's role as a tenant under this agreement.

6.2 Property Management Service

DHA must manage the Property by performing the following activities:

(a) carrying out inspections of the Property at periodic intervals;

(b) itemising monthly rent receipts, outgoings and other expenses (other than those covered by the Service Fee) paid on the Lessor's behalf, and, if required by the Lessor, provide relevant information on an annual basis;

(c) provided DHA receives relevant notices and accounts in sufficient time to enable payment by the due date, paying on the Lessor's behalf outgoings in respect of the Property (eg rates, charges, property insurance premiums), unless the Lessor elects to assume the responsibility. DHA may recoup amounts paid as a debt due by the Lessor, or by deduction from the monthly rent payments; and

(d) arranging compliance, at the Lessor's expense (by deduction from monthly rent payments), with any of the Lessor's retained responsibilities under ***clause*** 7, if requested by the Lessor and DHA agrees to do so.

6.3 Repair and Maintenance Service

(a) DHA must repair and maintain the Property (fair wear and tear excepted), for items such as:

(i) doors and windows;

(ii) locks and latches;

(iii) window coverings eg, blinds, curtains, vertical drapes;

(iv) security and/or insect screens;

(v) built-in appliances eg, stoves, ovens, rangehoods, air conditioning, hot water systems, dishwashers, heaters;

(vi) gas appliances;

(vii) lights and light fittings;

(viii) power points and switches;

(ix) walls and ceilings;

(x) wet areas eg, plugs, tiles, vanity units, cabinets, shower screens, towel rails;

(xi) floor coverings eg, carpet, vinyl, slate, timber, tiles, linoleum;

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(xii) cupboards, serveries, bench tops and shelving;

(xiii) gutters, downpipes, gates, garage doors, letterbox and clothes line;

(xiv) general upkeep of grounds and gardens (eg plants and mulch); and

(xv) smoke detectors,

except where the need for repair or maintenance is within, or is caused by matters falling within, the lessor's retained responsibilities under ***clause*** 7.

(b) In performing its obligation under ***clause*** 6.3(a), DHA will maintain the Property, internally and externally, in a condition which reflects contemporary community standards and the standards of the locality where the Property is situated. DHA may replace appropriate items to an equivalent standard where, in DHA's opinion, a repair is impractical or not cost effective.

(c) DHA must not otherwise carry out work which:

(i) will significantly change the appearance of the Property; or

(ii) involves structural alteration or additions,

without the prior consent of the Lessor. The Lessor must not unreasonably withhold this consent.

(d) Works arranged by DHA under this clause must be made by a licensed or suitably qualified tradesperson (holding the appropriate insurances).

6.4 Emergency Repair Service

(a) DHA will, immediately on becoming aware of it, arrange any emergency works where such work is essential to preserve the Property and/or protect human health, safety and security.

(b) If the emergency arises from a repair and maintenance item for which DHA is responsible pursuant to this agreement, DHA must bear the cost of the works.

(c) If the emergency is within, or is caused by matters falling within, the Lessor's retained responsibilities under ***clause*** 7, the Lessor must bear the cost of the works .

(d) The maximum amount that may be incurred for emergency repairs arranged by DHA without the Lessor's prior consent is the amount (if any) specified in the Act.

6.5 Restoration Service

(a) At the end of this agreement, DHA will provide a restoration service. The restoration service relates to this agreement only and varies according to the duration of its term.

(b) In all cases, DHA will ensure that:

(i) internally, the Property is professionally cleaned;

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(ii) appliances are clean and in good working order; and

(iii) externally, the dwelling, grounds and landscaping are in a neat and tidy condition, except where this is the obligation of a Body Corporate.

(c) If the term of this agreement is 6 years or more, DHA will repaint the Property internally to a similar standard and toning as existed at the Commencement Date.

(d) If the term of this agreement is 9 years or more, DHA will also:

(i) recarpet previously carpeted areas, and replace vinyl on floors previously covered with vinyl, to a similar standard and toning as existed at the Commencement Date;

(ii) repolish any previously polished timber floors to a similar standard as existed at the Commencement Date; and

(iii) repaint external surfaces of building structures to a similar standard and toning as existed at the Commencement Date, except where external painting is the obligation of a Body Corporate.

(e) DHA's Restoration Service obligations:

(i) are not affected by any period of reduction in the term of this agreement pursuant to ***clause*** 3.2(c); and

(ii) do not apply where this agreement is terminated pursuant to ***clause*** 18.1(b) (eg, the Property is destroyed or no longer lawfully useable as a residence).

6.6 Market Rent Review Service

6.6.1 Review Process

(a) DHA must manage the rent review process in accordance with ***clause*** 5 by:

(i) before each Review Date, arranging a market rent valuation by a valuer appointed by DHA (the “Market Valuer”);

(ii) ensuring the Property is physically inspected as part of the rent review process at least every 3 years;

(iii) bearing the costs of the valuation by the Market Valuer;

(iv) providing the Lessor with a written notice of the outcome of the valuation by the Market Valuer; and

(v) making available to the lessor a valuation certificate of market rent from the Market Valuer.

(b) Subject to the parties’ rights under the Secondary and Tertiary Review Processes below and the Act, the valuation of market rent by the Market Valuer is final and conclusive.

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6.6.2 Secondary Review Process

(a) If the Lessor is dissatisfied with the valuation of market rent made by the Market Valuer, the Lessor may initiate the following process (the "Secondary Review Process") by providing DHA within 30 days of service of DHA's written notice of the outcome of the Market Valuer's valuation:

(i) written notice of its intent to pursue the Secondary Review Process; and

(ii) a valuation of market rent which exceeds the market rent assessed by the Market Valuer, made by a valuer (the "Secondary Valuer") appointed and paid by the Lessor.

(b) The Lessor must ensure that the Secondary Valuer is available to consult with the Market Valuer.

(c) Promptly after receiving the Secondary Valuer's valuation, the Market Valuer will either accept such valuation or consult with the Secondary Valuer and seek to reach agreement as to the valuation of market rent.

(d) Subject to the parties rights under the Tertiary Review Process below, if within 30 days of being instructed to consult (the 'Consultation Period'), the Market Valuer and the Secondary Valuer notify the parties in writing that they agree on the valuation of market rent, that agreed valuation is final and conclusive.

6.6.3 Tertiary Review Process

(a) If the Market Valuer and Secondary Valuer are unable to agree, or either party is dissatisfied with the outcome of the Secondary Review Process, DHA or the Lessor may initiate the following process (the "Tertiary Review Process") . The Tertiary Review Process must be invoked within 7 days of the expiry of the Consultation Period, by providing:

(i) written notice to the other party of its intent to invoke the Tertiary Review Process; and

(ii) a written request to the President of the local Division of the Australian Property Institute in the State or Territory in which the Property is located to appoint a valuer (the "President's Valuer") to assess the market rent.

(b) The costs of the President's Valuer must be met by the Lessor and DHA equally.

(c) The valuation of market rent by the President's Valuer is final and conclusive.

(d) If the Tertiary Review Process is not invoked within 7 days of the expiry of the Consultation Period the original valuation of market rent by the Market Valuer is final and conclusive.

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6.6.4 Valuer Requirements

All valuers appointed under this ***clause*** 6.6 must be:

(a) a registered member of the Australian Property Institute in the State or Territory in which the Property is located; and

(b) instructed to assess the market rent of the Property as at the Review Date in accordance with the following principles:

(i) have regard to the estimated amount for which the Property should rent, between a willing lessor and a willing lessee in an arms length transaction, in which the parties have acted knowledgeably, prudently and without compulsion, having regard to the usual market terms and conditions for leases of similar premises;

(ii) take no account of any higher rent which might be paid by a lessee with a special interest, or any lower rent which might be acceptable to a lessor with a special interest; and

(iii) give proper consideration to the impact of fixtures, fittings, furnishing, landscaping and other such items.

6.6.5 Adjustments following review

For the purposes of ***clause*** 5.2(b)(ii), DHA will calculate the necessary adjustments after a concluded rent review so as to place the parties in the same position as if the final determined rent took effect the day after the relevant Review Date, either by:

(a) DHA paying the Lessor the amount of any underpayment within 14 days of the determination of rent; or

(b) the Lessor refunding within 14 days of demand, or DHA deducting from its monthly rent payments, the amount of any overpayment.

7. Lessor's retained responsibilities

7.1 Extent of responsibilities

Except as set out in ***clause*** 7.2, the Lessor retains full responsibility for all matters that are not covered by DHA Property Care. This includes:

(a) essential services such as water, electricity, gas, sewerage, and drainage within the Property;

(b) structural damage and structural defects of any improvement on the Property;

(c) damage (including to the structure or infrastructure) directly or indirectly caused by:

(i) subsidence, heaving and/or other movement of the earth;

(ii) pest infestation of the Property;

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(iii) fire, lightning, flood, storm, tempest; or

(iv) any other factor outside the control of DHA;

(d) landscaping of a major, non-recurring nature, including:

(i) large tree removals (requiring work to be done by a professional arborist or as classified by council guidelines);

(ii) drainage works, such as installation of stormwater drainage; and

(iii) replacement of fencing, retaining walls, and garden edging;

(e) pest inspection programs or treatments required to protect from, or treat, infestation of the Property, or which are undertaken for the purpose of producing or maintaining pest control certificates;

(f) work which is or would be covered by any insurance which the Lessor is required to maintain under this agreement and payment of any excess applying to such insurance;

(g) work covered by any warranty held by the Lessor;

(h) work which is the obligation (at law or by resolution or agreement) of a Body Corporate or other third party whether arising before or after the Commencement Date;

(i) work which is specified in any Special Conditions attached to this agreement or which was specified in any Letter of Offer from DHA to the Lessor before the Commencement Date;

(j) works or improvements required to ensure DHA is able to continue to enjoy its rights under this agreement;

(k) compliance with environmental law and other law; and

(l) capital and interest rate risk.

7.2 DHA's responsibility for negligent or malicious acts

DHA will be responsible for repairing any damage to the Property to the extent it arises from a breach of this agreement, or the negligence, or malicious acts, by DHA, its employees, agents, or permitted occupants.

7.3 Lessor elects to undertake work

The Lessor may request DHA to carry out any of the Lessor's responsibilities under ***clause*** 7.1. If DHA agrees to do so, it does so on the Lessor's behalf and at the Lessor's cost. Where the Lessor elects to perform its responsibilities itself, the Lessor:

(a) may inspect the Property for the purpose of carrying out repair and maintenance and other works, after giving DHA reasonable notice and if the Act applies, complying with the Act; and

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(b) must ensure works arranged by the Lessor are completed by a licensed or suitably qualified tradesperson (holding the appropriate insurances).

7.4 Enforcement of Lessor's rights

In respect of action required under ***clause*** 7.1, the Lessor must sign any documents and attend to any matters as may be necessary to facilitate enforcement of the Lessor's rights under any relevant warranty or insurance policy, or against any third party.

7.5 Step-in rights

If the Lessor does not fulfil its responsibilities under ***clause*** 7.1 within a reasonable time, DHA may:

(a) on 30 day's notice, carry out the actions required; and

(b) recoup its reasonable costs as a debt due by the Lessor, or by deduction from monthly rent payments.

8. Occupancy and Surrender

8.1 Occupancy arrangements

Provided that DHA continues to pay rent in accordance with this agreement, the Lessor consents to DHA:

(a) allowing Defence Force personnel to occupy the Property;

(b) if DHA does not require the Property for housing Defence Force personnel:

(i) subletting the Property on the private rental market; or

(ii) leaving the premises unoccupied.

8.2 Surrender of surplus property

If the Property becomes surplus to DHA's requirements, the Lessor may elect, within 30 days of receipt of a written offer by DHA, to surrender this agreement at a date agreed by the parties.

9. Use of the Property

9.1 Vacant possession

Unless the Property is already under the management of DHA, the Lessor must give vacant possession of the Property on the Commencement Date.

9.2 Enjoyment of Property

The Lessor:

(a) warrants that, as at the Commencement Date, there is no legal impediment to the use of the Property for residential purposes, of which the Lessor knows or ought reasonably to know;

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(b) is satisfied that, as at the Commencement Date, the state and condition of the Property is fit for use for residential purposes; and

(c) must, throughout the term, give DHA quiet enjoyment of the Property and must not interfere with the reasonable peace, comfort, or privacy of DHA in using the Property.

9.3 Permitted uses

DHA may use the Property for:

(a) residential purposes;

(b) a home business of the type usually permitted on property of the nature of the premises (unless the Lessor has provided written notice otherwise prior to the Commencement Date); and

(c) any other purpose permitted by the relevant local authority.

9.4 Prohibited uses

DHA must not use the Property in any manner which:

(a) is illegal;

(b) causes a nuisance;

(c) interferes (or allows another person on the Property to interfere) with the reasonable peace, comfort or privacy of the neighbours; or

(d) if the Property is part of a Strata Scheme, breaches the by-laws or rules of the Strata Scheme.

9.5 Pets

The Lessor consents to the keeping of pets on the Property where not otherwise prevented by any law or by-law, provided that DHA:

(a) uses reasonable endeavours to ensure that pets do not damage the Property; and

(b) repairs, or bears the cost of repair of, any pet damage prior to vacating the Property.

9.6 Technology and communication services

The Lessor consents to the installation of technology and communication services and the like (including cable and satellite television and broadband internet services).

10. Inspections

10.1 DHA inspection service

DHA, as service provider of DHA Property Care, will undertake the majority of inspections on behalf of the Lessor under ***clause*** 6.2 and will, if requested, arrange one personal inspection of the Property by the Lessor in each year of the term.

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10.2 Lessor's inspections

Without waiving any rights under the Act, due to the unique nature of the occupancy, the Lessor elects to keep inspections to a minimum.

11. Abatement of Rent

If, other than due to DHA's breach of this agreement, the Property is:

(a) made wholly or partly unfit for human habitation; or

(b) affected so that there is a significant impact on DHA's ability to enjoy the Property or any of its amenity;

DHA is entitled to either cease to pay rent for the period or reduce the rent, to the extent that the Property is so affected.

12. End of the Term

12.1 DHA's general obligations

At the end of this agreement, DHA must:

(a) give vacant possession of the Property to the Lessor; and

(b) subject to fair wear and tear, having regard to the age and condition of the Property on the Commencement Date, leave the Property in good and substantial repair and condition.

12.2 Tenant's fixtures

DHA may seek the Lessor's permission to leave any tenant's fixtures or fittings in place. However:

(a) in the case of tenant installed technology and communication services, which are an enhancement to the Property, the Lessor agrees that removal is at DHA's discretion; and

(b) on removal of any tenant's fixtures, DHA will repair any damage caused by the removal.

12.3 Payments outstanding to DHA

If, following the end of this agreement, any money is owing from the Lessor to DHA, the Lessor must pay DHA within 14 days of demand.

12.4 Holdover period

If the Lessor consents to DHA continuing to occupy the Property after the end of the term ("holdover period"):

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(a) the provisions set out in this agreement (other than those regarding the term of this agreement) continue to apply; and

(b) this agreement may be terminated by no less than:

(i) 1 month's written notice from DHA to the Lessor; or

(ii) 60 days written notice from the Lessor to DHA,

or such lesser time frame as is permitted under the Act.

13. Sale of the Property

13.1 Notice of intention to sell

If the Lessor intends to list the Property for sale, the Lessor must give DHA at least 7 business days written notice.

13.2 Disclosure to prospective purchasers

The Lessor must ensure that prospective purchasers are fully informed that if the Property is sold, this agreement does not end but is to remain in place with the new owner.

13.3 Access 'by appointment'

The Lessor agrees that inspections and access for the purpose of sale will:

(a) only be conducted when appointments are made with DHA at reasonable times and on reasonable notice; and

(b) be for genuine prospective purchasers only, and therefore, there must be no "open house" inspections.

13.4 Special considerations

When selling the Property, for privacy and security reasons, the Lessor agrees that it will not:

(a) affix or erect any "For Sale" signage on or adjacent to the Property; or

(b) when advertising the Property for sale:

(i) take or use photographs of the furnishings or possessions within or on the Property; or

(ii) publish the street number (but may use the street and suburb name).

13.5 Auctions to be held off site

If the Property is to be submitted for sale by auction, the auction must not be held on or adjacent to the Property.

13.6 Precondition to sale

If the Property is sold, the new owner must be substituted for the Lessor in respect of this agreement, and therefore:

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(a) if this agreement is registered, this substitution is automatic; or

(b) if this agreement is unregistered, the Lessor must, as a condition precedent to the sale or transfer, procure the transferee to enter into a deed with DHA to be bound by the terms and conditions of this agreement. The deed must be reasonably acceptable to DHA, and be delivered to DHA duly executed and (if applicable) stamped.

13.7 Requirements on sale

(a) In order to facilitate the Lessor's adjustments on completion of sale, immediately after the Contract of Sale has been signed, the Lessor must provide DHA with written notice advising:

(i) the date that the Contract of Sale was signed;

(ii) the expected date of settlement; and

(iii) full details of the Lessor's solicitor in respect of the sale.

(b) The Lessor must, on or before settlement, reimburse DHA for all amounts it owes to DHA, including outgoings and amounts paid on the Lessor's behalf.

(c) Following the sale of the Property, DHA reserves the right to use all available avenues to recover from the Lessor:

(i) any money still owing from the Lessor to DHA; and

(ii) any misapplied rent properly payable to the new owner.

14. Lessor's insurance obligations

14.1 Lessor to maintain policies

The Lessor must, for the duration of DHA's occupation of the Property, maintain insurance cover with a reputable insurance company to cover:

(a) the Property (including all fixtures, fittings and chattels owned by the Lessor) for their full insurable value on a re-instatement basis, except to the extent this type of property protection insurance is held by a Body Corporate;

(b) accidental damage to the Property (including all fixtures, fittings and chattels owned by the Lessor);

(c) damage by flood (if reasonably attainable), fire, storm, tempest, explosion, impact damage and other such factors outside the control of the Lessor or DHA;

(d) public liability cover in respect of the Lessor's exposure in relation to the Property and this agreement for not less than $10,000,000; and

(e) any use permitted under this agreement.

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14.2 Certificate of currency

If DHA requests it, the Lessor must provide DHA with a copy of the relevant certificate of currency or insurance policy specified in ***clause*** 14.1.

14.3 Lessor bears insurance risk

The Lessor bears all risk associated with failure to take out insurance cover, and, to the extent such cover is required under ***clause*** 14.1, the Lessor indemnifies DHA for any loss or damage to the Property (including all fixtures, fittings and chattels owned by the Lessor).

15. DHA's insurance obligations

DHA must maintain, during the term of this agreement and any holdover period, public liability insurance or indemnification with Comcover or other reputable insurance company to cover its public liability exposure in respect of the Property (whether or not the policy also covers other properties) for at least $10,000,000.

16. Rates and charges

16.1 DHA to pay for usage

DHA must pay (or procure payment of) all accounts for:

(a) excess water, water usage or water consumption; and

(b) the supply of gas, electricity, telephone, technology and communication services (such as cable and satellite television, and broadband internet services), and other such services to the Property.

16.2 Lessor to pay council rates, land tax and other charges

The Lessor must promptly pay all:

(a) taxes and Local Government rates;

(b) charges for the provision of water and sewerage services (except charges for excess water, water usage or metered water consumption);

(c) levies and charges payable in respect of the Property under any Strata Scheme or other legislation; and

(d) other statutory and council charges in respect of the Property.

16.3 Reimbursement to Lessor

Where the Lessor pays any account for which DHA must pay under ***clause*** 16.1, DHA must reimburse the Lessor for the payment, if:

(a) the reimbursement is sought within 18 months of payment; and

(b) the Lessor provides DHA with written notice and proof of payment.

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17. Strata Schemes and Bodies Corporate

17.1 Special definitions

In this agreement:

(a) "Strata Scheme" means a title system giving ownership rights over a lot or lots, however described, in a registered strata plan, building units plan, group titles plan or neighbourhood plan, or a similar strata title or community title scheme; and

(b) "Body Corporate" means the owner's corporation, governing body or relevant body of the Strata Scheme.

17.2 Application of this clause

If the Property forms part of a Strata Scheme, the provisions of this ***clause*** 17 apply.

17.3 DHA to comply with Strata requirements

DHA must comply with the relevant legislation and by-laws of the Strata Scheme which relate to or affect the Property and/or the land and buildings where the Property is located.

17.4 Lessor's role under Strata Scheme

The Lessor agrees:

(a) to keep itself generally informed as to the Strata Scheme issues affecting the Property;

(b) to consult and cooperate with DHA in good faith in respect of any proposed resolutions or actions adversely affecting the Property or DHA's use and enjoyment of the Property and its amenity; and

(c) to vote in a manner which preserves DHA's interest or rights under this agreement, and against any additional restrictions or requirements on the use of the Property and common areas under the Strata Scheme by DHA.

17.5 Resolution of Strata Scheme matters

Where the Body Corporate does not, in DHA's reasonable opinion, provide a satisfactory service, including failure to:

(a) appoint a diligent Body Corporate manager that holds the appropriate qualifications and licence (if any) required by the relevant authority;

(b) maintain appropriate insurances, such as building replacement and public liability insurance;

(c) repair and maintain the common areas under the Strata Scheme; or

(d) resolve matters promptly,

then the parties will cooperate to, and the Lessor must, take any action required to resolve the situation.

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18. Default and Termination

18.1 Right to terminate

Subject to clause 18.2, this agreement may only be terminated if:

(a) DHA and the Lessor agree in writing;

(b) the Act does not prohibit termination on the basis that, and the Property is:

(i) destroyed or made wholly or partly unfit for human habitation;

(ii) no longer lawfully useable as a residence; or

(iii) appropriated or acquired compulsorily by government;

and one party gives to the other at least 7 days written notice of termination;

(c) a party is in breach of one of the tenancy provisions of this agreement, and that breach remains unremedied after 30 days from a written notice from the other party specifying the breach and requesting rectification, and that other party gives no less than 14 days written notice of termination;

(d) a party is in material breach of one of the provisions relating to DHA Property Care and that breach remains unremedied after 30 days from a written notice from the other party specifying the breach and requesting rectification, and subject to the Act, that other party gives no less than 14 days written notice of termination; or

(e) a situation arises which would allow either party to terminate on another ground under the Act, and the appropriate conditions and requirements are met.

18.2 Timeframes for Notices

If a timeframe is specified in clause 18.1 and a different timeframe is required by the Act, then the requirements in the Act will apply.

18.3 Agreement to compensation

It may be sufficient rectification for DHA to compensate the Lessor for damages in respect of any unremedied breach, if mutually agreed.

18.4 Simultaneous Tenancy and DHA Property Care

It is an essential term of this agreement that both the tenancy and DHA Property Care Services run concurrently and end simultaneously to enable DHA to meet Defence requirements.

19. Dispute Resolution

19.1 Good faith negotiations

The parties must negotiate in good faith to resolve any potential dispute which may arise under this agreement.

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19.2 Alternative dispute resolution

The parties agree that, where a dispute cannot be resolved by negotiation, it is desirable to undertake alternative dispute resolution before commencing any formal litigation process. The cost of the alternative dispute resolution will be borne equally by the parties unless resolved otherwise.

20. General Provisions

20.1 Lease Registration

(a) The Lessor must, if permitted by law and at the Lessor's cost:

(i) register this agreement; and

(ii) register a variation of this agreement if the term of this agreement is extended; and

(iii) deliver a copy of each registered document to DHA within 4 weeks of the final execution of the document.

(b) If properly authorised in writing by the Lessor, DHA may assist with obtaining registration, at the Lessor's cost.

(c) If the Lessor does not complete the registration in time it appoints DHA as its attorney to do whatever is necessary to obtain registration, at the Lessor's cost.

(d) If at the end of the term, the Lessor wishes to remove any notification of this agreement from the certificate of title for the Property, the Lessor must bear the associated costs.

20.2 Caveatable interest

Subject to any requirements of Federal, State or Territory legislation, if, for any reason, this agreement (or its extension or variation) is not registered by the date for delivery referred to in ***clause*** 20.1(a):

(a) DHA may, at the Lessor's cost, lodge a caveat to protect its leasehold interest;

(b) the Lessor will not raise any objection to the lodgement of the caveat; and

(c) DHA may recoup its costs in preparing, lodging, registering and removing the caveat, from the Lessor.

20.3 Mortgagee's consent

The Lessor must, at the Lessor's cost, obtain any mortgagee consent required to lease, or vary a lease of, the Property.

20.4 Other legal costs

(a) The Lessor must pay any applicable stamp duty in relation to this agreement or its registration.

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(b) The parties must bear their own costs in relation to the execution of this agreement and the performance of their obligations under this agreement.

20.5 GST

(a) In this ***clause***:

(i) "GST Law" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of Goods and Services which becomes operative in respect of the provisions of this agreement;

(ii) "GST" means any tax imposed on the supply of goods or services which is imposed or assessed under the GST Law; and

(iii) "Supply" means any supply, as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth), made by a party under this agreement.

(b) The Service Fee is expressed in this agreement as a GST inclusive amount.

(c) If this agreement or any Supply under or in respect of this agreement becomes subject to GST, and if the recipient of the consideration is liable for GST in relation to any Supply under this agreement, the parties agree that the amount payable for any Supply under or in respect of this agreement by any party shall be adjusted by the amount of the GST.

(d) Each party agrees to do all things, including providing invoices or other documentation in such form and detail, that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any Supply under this agreement.

(e) As required by any applicable legislation, where identifiable cost adjustments are realised by virtue of the enactment of the GST Law, those cost adjustments will be reflected in the calculations of the consideration under this agreement.

20.6 No waiver

A failure by a party to exercise any right arising under this agreement is not a waiver of that right or any other right under this agreement.

20.7 Entire agreement

This agreement:

(a) supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation given or made by a party in connection with that subject matter;

(b) may be varied only by an instrument in writing signed by or on behalf of both the Lessor and DHA; and

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(c) subject to the Act, constitute the entire agreement between the Lessor and DHA as to its subject matter.

20.8 No merger

None of the terms and conditions of this agreement or any other agreement between the parties, nor any act, matter or thing done in relation to this agreement or any other agreement, will operate as a merger of any of the rights and remedies of the parties in or under this agreement or any other agreement, all of which will continue in full force and effect.

20.9 No partnership

Nothing in this agreement is intended to create a relationship of partnership, principal and agent and/or joint venturers between the parties.

20.10 Notices

(a) A notice given under this agreement must be:

(i) in writing;

(ii) signed by the party giving the notice, or on that party's behalf by its manager, secretary, other authorised officer, or solicitors; and

(iii) directed to the recipient's address for service as specified in the Details section of this agreement (or as varied by written notice from time to time), by hand delivery or by prepaid post.

(b) The Lessor must promptly notify DHA in writing of any change of address for service.

(c) A notice given in accordance with ***clause*** (a) is taken to be received:

(i) if hand delivered, on delivery; and

(ii) if sent by prepaid post, 3 days after the date of posting.

20.11 Good faith

The parties must exercise good faith in their dealings with each other and use all reasonable endeavours to establish and maintain a cordial commercial relationship during the term of this agreement.

20.12 Severability

(a) All provisions of this agreement will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.

(b) If any provision of this agreement (or part thereof) is invalid, illegal, or unenforceable, that provision (or part) will be severed and the remaining provisions will continue in force.

20.13 Interpretation

(a) The parties intend, subject to the Act, that the provisions of this agreement be interpreted, so far as possible:

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(i) to be in or to the effect of the form or terms of the tenancy agreement required by the Act;

(ii) such that any extension is considered part of the term;

(iii) such that the DHA Property Care Services provided by DHA, are separate and distinct from the tenancy provisions of this agreement and are thereby unaffected by the Act.

(b) Unless the context otherwise precludes it:

(i) where any expressions are defined in the text of this agreement, those expressions shall have the meanings ascribed to them;

(ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;

(iii) a reference to a person generally includes a reference to a corporation, firm, partnership, joint venture, association, authority, trust, government, statutory entity or any other legal entity, and vice versa;

(iv) a covenant, agreement or undertaking on the part of two or more parties shall bind those parties jointly and each of them severally;

(v) a reference to a statute includes all amendments made to that statute, and to any statute passed in substitution, and all regulations made under those statutes;

(vi) headings are for guidance only and do not affect interpretation; and

(vii) where this agreement requires something to be done on a day which is a Saturday or Sunday or is a Public Holiday in the State or Territory in which the Property is situated, then that thing may be done on the next day which is not a Saturday, Sunday or Public Holiday.

21. Federal, State and Territory Laws

21.1 Definition

In this agreement, “the Act” means the Residential Tenancy Act specified in Item 11 of the Reference Schedule.

21.2 Act paramount

Nothing in this agreement is intended by the parties to exclude, modify or restrict the operation or application of provisions of the Act, except to the extent permitted by the Act.

21.3 Agreement with respect to the Act

Where the Act permits the parties to exclude or modify statutory provisions or requirements by agreement, then the parties acknowledge that this document records the extent of their agreement to do so.

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21.4 Mandatory provisions of the Act

Where the Act implies terms in this agreement or gives rise to rights or obligations on the part of the Lessor or DHA which cannot be excluded, modified or restricted ("mandatory provisions"):

(a) the Act overrides any term of this agreement which is inconsistent with the mandatory provisions; and

(b) the mandatory provisions are deemed to be incorporated into this agreement to the extent of the inconsistency.

22. Special Conditions

This agreement incorporates the special conditions set out in any Attachment to this agreement.

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Deed of Novation – DHA Property Care Contract

This deed is made on [*date*]

between

[*Insert name/s of current owner/s of the Property*] of [*address*] (**Original Party**)

and

[*Insert name/s of the new owner/s of the Property*] of [*address*] (**New Party**)

and

Defence Housing Australia ABN 72 968 504 934 of 35 Hinder Street Gungahlin ACT 2600 (**Consenting Party**).

BACKGROUND

A. The Original Party is the registered proprietor of the Property and leases the Property to the Consenting Party.

B. The Original Party and the Consenting Party are parties to the Agreement.

C. The Original Party entered into a Contract of Sale with the New Party to sell the Property.

D. The Original Party wishes to novate its rights and obligations under the Agreement to the New Party.

E. The Consenting Party has agreed to consent to the novation on the terms of this deed.

OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

In this deed unless the context otherwise requires:

Agreement means the Defence Housing Australia Property Care Contract between the Original Party and the Consenting Party and annexed hereto marked ‘Annexure A’.

Effective Date means the completion date for the Contract of Sale for the Property between the Original Party and New Party.

Property means [*insert address of property subject to sale*]

Survival clause means the clause within the Agreement setting out the effect of termination or expiry on the provisions of the Agreement.

Head office

35 Hinder St Gungahlin ACT 2912
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1.2 Interpretations

In this deed, clause and subclause headings are for reference purposes only. They do not affect interpretation, and unless the context otherwise requires:

(a) a reference to any legislation includes it as amended, consolidated or replaced by other legislation or provisions (as the case may be) from time to time and all orders, regulations, rules and by-laws made under it;

(b) singular words include the plural and vice versa;

(c) words denoting any gender include all genders;

(d) reference to a person includes any other entity recognised by law and vice versa;

(e) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(f) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(g) a reference to any document or security includes any amendment to that document or security;

(h) "includes" in any form is not a word of limitation;

(i) the expression "at any time" includes reference to past, present and future time and the performance of any action from time to time;

(j) general words are not to be given a restrictive meaning just because they are followed by particular examples intended to be embraced by the general words; and

(k) nothing is to be construed adversely to a party just because that party put forward this deed or the relevant part of this deed.

2 Novation

On and from the Effective Date, the Agreement is novated to the New Party and the Consenting Party such that:

(a) the Agreement as between the Original Party and the Consenting Party is terminated;

(b) a new agreement on the same terms of the Agreement is created between the Consenting Party and the New Party (**Novated Agreement**);

(c) the New Party is bound by all the terms of the Novated Agreement instead of the Original Party;

(d) the New Party is entitled to the benefit of the Novated Agreement instead of the Original Party;

(e) the Consenting Party is bound by the terms of the Novated Agreement; and

(f) each reference in the Novated Agreement to the Original Party must be read as a reference to the New Party; each reference to the Commencement Date must be read as a reference to the Effective Date; and each reference to the address for service of the New Party is taken as a reference to the address of the New Party as set out in this deed.



3 Release from obligations and liabilities

(a) Subject to the Survival clause of the Agreement, the Original Party and the Consenting Party each release and discharge the other from obligations and liabilities arising in respect of the Agreement.

(a) The Parties acknowledge and agree that:

(i) the Original Party is not party to the Novated Agreement, and it has no liability for any obligations arising in respect of the Novated Agreement; and

(ii) the New Party is not party to the Agreement, and it has no liability for any obligations arising in respect of the Agreement prior to the Effective Date.

4 Costs and expenses

The Parties must bear their own costs in respect of this deed.

5 Governing law and jurisdiction

5.1 Governing law

This deed is governed by the law applying in [*name of state/territory where Property located*].

5.2 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of [*name of state/territory where Property located*], and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 5.2(a).

6 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts, which taken together constitute one and the same document.

EXECUTION PAGE

[*Note: If the Original Party or New Party is a corporation, adjust signature blocks to effect execution under s 127 of the Corporations Act 2001]*

Executed as a deed by the **Original Party**, by *[insert name/s]*:	)	in the presence of:
	)	
	)	
Signature/s of Original Party		Signature of witness
DATE:		[*Name of Witness*]
Executed as a deed by the **New Party**, by [*insert name/s*]:	)	in the presence of:
	)	
	)	
Signature/s of New Party		Signature of witness
DATE:		[*Name of witness*]
Executed as a deed by the **Consenting Party** by its delegate duly authorised pursuant to section 65 of the *Defence Housing Australia Act 1987* (Cth):	)	in the presence of:
	)	
	)	
Signature of delegate		Signature of witness
[*Name of delegate*]		[*Name of witness*]
DATE:		

ANNEXURE A: PROPERTY CARE CONTRACT [‘AGREEMENT’].

[*Affix Defence Housing Australia Property Care Contract between the Original Party and the Consenting Party here.]*