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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King St, Newtown	**phone**: 0404 429 239 **email**: joseph@adrianwilliam.com.au **ref**: Joseph Ferreira
co-agent		
vendor	Sayan Ghosh and Samriddha Sarkar G08 1 Markham Place ASHFIELD NSW 2131	
vendor's solicitor	Direct Conveyancing Solutions PO Box 465, Belmore 2192	**phone**: 0467 185 112 **email**: merna@directconveyancingsolutions.com.au **ref**: 2026771
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	g8 1 Markham Place Ashfield NSW 2131 LOT 17 STRATA PLAN SP98956 Folio Identifier 17/SP98956	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

StrataOpt Pty Ltd

jessie@strataopt.com.au
02 9283 3891

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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CONDITIONS OF SALE BY AUCTION

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

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

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

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

(b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

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

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

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

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

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

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

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

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

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

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

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

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Additional clauses forming part of this contract

Dated:

between: (*vendor*)

and: (purchaser)

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32 Alterations to printed form

32.1 Clause 7 “before completion” is deleted and “not less than 7 days before completion” is substituted.
32.2 Clause 7.1.1 of this contract is deleted.
32.3 Clause 7.2.1, “10% is deleted and “$1,000.00” is substituted.
32.4 Clause 8.2.2 is deleted.
32.5 Clause 10.1.8 and 10.1.9 “substance” is deleted and “existence” is substituted.
32.6 Clause 11.2 is deleted.
32.7 Clause 12.1 is amended by inserting the words “(other than a building certificate given under legislation)” after the word “report”.
32.8 Clause 12.2.1 is amended by inserting the words “(other than a building certificate given under legislation)” after the word “certificate”.
32.9 Clause 19.2.3 is deleted.
32.10 Clause 23.5.2, delete the words "but is disclosed in the contract".
32.11 Clause 23.6.1 of this contract is amended by deleting the words ‘even it if it is payable by instalments’ and inserting ‘but if it is payable by instalments, only the instalments payable prior to settlement’.
32.12 Clause 23.9 is deleted.
32.13 Clause 23.13 is deleted.
32.14 Clause 23.14 of this contract is deleted.
32.15 Clause 23.17 of this contract is deleted.
32.16 Clause 24.3.3 of this contract is deleted.
32.17 Clause 25 of this contract is deleted.
32.18 Clause 26 of this contract is deleted.
32.19 Clause 27 of this contract is deleted.
32.20 Clause 29 of this contract is deleted.
32.21 Clause 30.9 is of this contract is amended by deleting the words ‘cash (up to $2,000.00) or’. Delete the word ‘Settlement’ and insert ‘Bank’.

33 Whole agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract. This contract constitutes the entire agreement between the parties and all previous agreements, undertakings and negotiations cease to have effect.

34 Interpretation

In these special conditions words have the same meaning as defined in clause 1 of this contract. If there are any inconsistency between these special conditions and the printed term, these special conditions will prevail.

35 Real estate agents

The purchaser warrants that it was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defense and determination of such a claim made against the vendor. This right continues after completion.

36 Capacity

36.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

36.1.1 dies or becomes mentally ill (as defined in the Mental Health Act), or become bankrupt then either *party* may *rescind* this contract by notice in writing forwarded to the other party's *conveyancer / solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

36.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

36.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

37 Notice to complete

37.1 Completion of this contract shall take place on or before 4:00pm within the time provided for in this contract. Should completion not take place within that time due to the fault of the purchaser, then the vendor shall be at liberty to serve a Notice to Complete in writing calling for the purchaser to complete the matter making the time for completion essential. Such Notice shall give 14 days notice after the day immediately following the day on which that notice is received by the purchaser of the Notice. The parties acknowledge that 14 days shall be and be deemed to be for all purposes at law and in equity reasonable and sufficient period within which to require completion and to render the time for completion essential.

37.2 In the event that the vendor issues a notice to complete, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase moneys and any other moneys payable to the vendor, the sum of $350.00 (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the vendor issuing a Notice to Complete and, as a genuine pre-estimate of those additional expenses.

37.3 Payment of the interest and additional payments in accordance with clause 37 is an essential term of this contract and the purchaser shall not be entitled to require the vendor to complete this contract unless such payment is made. The parties agree that such payment is a genuine pre-estimate of the loss and expense suffered by the vendor as a result of the purchaser's failure to complete.

37.4 Should tenants be in occupation at the date of exchange and completion be delayed via the vendors inability to provide vacant possession due to the fault of existing tenants than both parties agree that 28 day notice to complete shall be a reasonable time to provide a sufficient period to allow the vendor to use all available methods available at law to provide such possession.

38 Late Completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 8%per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This

interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

If settlement of this matter does not take place at the time appointed due to the fault of the Purchaser (or his mortgagee) then the Purchaser shall pay all fees including agency fees and re-certification fees incurred by the vendor or his Mortgagee in relation to any re-arrangements of settlement.

39 Environmental Laws

The purchaser cannot make an objection requisition or claim or delay completion of or rescind or terminate this contract because of the presence in or upon the property of asbestos or any other hazardous substance or non-compliance with any environmental laws.

40 Condition of *property*

The purchaser accepts the *property* in its present condition and state of repair or disrepair with all faults latent and patent and all dilapidation and infestation subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim for compensation or *requisition* or *rescind* or *terminate* arising out of any of the matters referred to in this clause. If the purchaser applies for a building certificate and such certificate is not provided by the council the purchaser will not require the vendor to comply with the certificate on or prior to or after completion. The vendor is not liable for any loss occasioned by mechanical breakdown of any part of the property included in the sale and purchaser cannot make a claim or *requisition* or *rescind* or *terminate* arising out of any of the matters referred to in this clause.

41 Inclusions

Included in the sale are the items specified on the front page of this Contract. The purchaser acknowledges inspection of those items and accepts the inclusions in their present state of repair and condition subject to fair wear and tear and will accept them in that condition upon completion.

42 No warranty by the vendor as to use of the *property*

42.1 The purchaser must satisfy itself on all matters relating to the use of the *property* because the vendor gives no warranty as to the use to which the *property* may be put.

42.2 The purchaser will be deemed to have entered into this contract with full knowledge of and subject to any prohibition or restriction upon the use of the *property*, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.

42.3 If the use to which the vendor has put the *property* is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.

42.4 Completion of this contract will not be conditional or dependent upon any matter referred to in this clause.

43 Services etc

43.1 The purchaser takes title subject to the existing water, sewerage, drainage, gas, electricity and telephone installations, lines, posts, services and connections, if any, servicing the property or any other property.

43.2 The purchaser cannot make a claim or *requisition* or *rescind* in respect of such installations, lines, posts, services and connections because:

43.2.1 any of them pass through the property or any other property;

43.2.2 no rights or easements exist in respect of them and none can be obtained; or

43.2.3 of any defects or damage to such installations, lines, posts, services and connections.

43.3 The purchaser cannot make a claim or *requisition* or *rescind* because:

43.3.1 of any road, water or sewerage main, underground or surface stormwater drain or gas, electricity or telephone installations, posts, lines, pumps and services passing through over or under the property; or

43.3.2 there is a manhole, substation, public letter box, public telephone, traffic safety or guide rails, bus stop, street parking, traffic signs or vent on the property.

44 Rates Adjustment

The parties agree to adjust all usual outgoings and all amounts under the contract on settlement but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

45 Survey / Building Report

In the event that the Vendor provides a Survey Certificate and/or Building Certificate in respect of the subject property, the purchaser shall not be entitled to make any objection requisition or claim for compensation in respect of any matter affecting the subject property or impacting on the value thereof which are disclosed in the aid Survey Report / Building Certificate, including (without limiting the generality of the foregoing):

45.1 Any encroachment by or upon the subject property;

45.2 Any fencing irregularities;

45.3 Any aspect of breach or non-observance of the Local Government Act, 1993 (as amended) and Ordinances thereunder, and/or whether the property is subject to or has the benefit of any right or easement in respect of any service to the property or the mains, pipes or connections thereof or the lack of any easements or rights in respect of any encroachment by or upon the land.

The vendor will not be required to show any compliance with the provisions of the Local Government Act or any regulations, ordinances, instruments or schemes thereunder.

46 Rescission

Should the purchaser become entitled to rescind this contract for breach of the warranty in clause 1 (d) of Schedule 3 Part 1 of the Conveyancing (Sale of Land) Regulations 2010 (regarding any upgrading or demolition order) the vendor shall also be entitled to rescind the contract provided such right is exercised before the purchaser has served notice of rescission pursuant to such breach.

47 Unavailability of original documents

The purchaser acknowledges that the vendor is not required to hand over on settlement the original Survey Report or Building Certificate if it is not in the possession of the vendor.

48 Swimming Pool

If a swimming pool is included in the property, the purchaser shall take the swimming pool and its surrounds and fencing, if any, in their present state of repair. The vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pool Act 1992 (and the regulations prescribed thereunder) and the Purchaser shall comply with the requirements of the Act and such regulations and will not make any claim for compensation, objection or requisition by reason of the fact that such pool or spa, the fencing or gate of such pool or spa or its surrounds may not comply with the provisions of the act and regulations pursuant thereto. If any competent authority issues any notice requiring the erection of or alternation to a fence or other work pursuant to such Act or Regulations, the purchaser must comply therewith at his expense.

49 Deposit less than 10%

Although a full 10% deposit is payable by the purchaser the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being $. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

In the event that the purchaser defaults in the observance of any obligations hereof which is or the performance of which has become essential and the purchaser, with the prior consent of the vendor, has paid a deposit of less than 10% of the purchase price and the vendor terminates this contract, then the vendor shall be entitled to immediately recover from the purchaser an amount equal to 10% of the purchase price less any deposit paid, as liquidated damages and it is agreed that this is a right and shall be in addition to and shall not be limited to any remedies available to the vendor herein contained or implied notwithstanding any rule or equity to the contrary. This condition shall not merge on completion of this contract.

50 Warranty regarding finance

The purchaser warrants to the vendor that they either:

50.1 Hold a current loan in an amount and upon terms satisfactory to them and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein; or

50.2 Do not require finance to complete this purchase.

The purchaser acknowledges that reliance upon the warranty contained in this special condition the vendor has entered into this contract and may enter into further contractual obligations on or after the date of this contract.

The purchaser is liable to the vendor for any damages suffered by the vendor arising from any breach of the warranty contained in this special condition despite any rights which the purchaser may have under the provisions of the Uniform Credit Code.

51 Section 10.7 Environmental Planning Certificate

51.1 Attached is a certificate under section 10.7 of the Environmental Planning & Assessment Act, (NSW) 1979. The purchaser agrees to make no objection, requisition or claim for compensation in respect of the contents of that certificate. This contract is in no way conditional upon the issue of any additional or updated certificate under section 10.7 of the Environmental Planning & Assessment Act, (NSW) 1979 or compliance with the requirements of the Local Council relating to the issue of such certificate.

51.2 The vendor does not warrant the currency of this certificate and the purchaser has inspected the section 10.7 certificate and the environmental planning instruments and all council policies and has made its own enquiries in relation to this certificate and to all relevant environmental planning instruments (including draft environmental planning instruments) and council policies and it is aware of any restrictions and prohibitions on development of the property.

52 Requisitions on Title

Annexed is a form of Requisitions on Title. The purchaser shall not require the vendor to answer similar or standard requisitions presented in any other format. The Replies to Requisitions on Title annexed to this Contract are deemed to have been served by the Vendor at the date of this Contract.

53 Sewerage Service Diagram / Drainage Diagram

A) Annexed to this Contract is the Sewerage Service Diagram, Drainage Diagram issued by Sydney Water.

B) The purchaser acknowledges that the Sewerage Service Diagram, Drainage Diagram are third party documents and the vendor does not and cannot warrant the accuracy or currency of the Sewerage Service Diagram, Drainage Diagram.

C) The Purchaser must not make any claim, requisition, delay completion or purport to rescind or terminate this contract in respect of any matter disclosed or referred to in the Sewerage Service Diagram, Drainage Diagram and or Building Over Sewer Letter or this special 53.

54 Council Building Certificate

54.1 Definitions

In this clause:

Action means make any objection, requisition, and claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion.

Building Certificate means a building certificate issued under s317A of the Local Government Act 1919, s317AE of the Local Government Act 1919, s172 of the Local Government Act 1993 or s149D of the Environmental Planning and Assessment Act 1979 (as amended).

54.2 No building Certificate

(a) The purchaser warrants and represents to the Vendor that on or before the date of this Contract, the Purchaser has investigated or has had adequate opportunity to investigate and is satisfied with all the matters that a Building Certificate would refer to or cover.

(b) The purchaser acknowledges that:

i) The Vendor is not required to provide the Purchaser with a Building Certificate in respect of the property on or before Completion;

ii) Completion is not conditional on the Purchaser (or anyone else) obtaining a Building Certificate in respect of the property; and

iii) The purchaser may seek to obtain a Building Certificate, at the Purchaser's sole cost, but must not take any Action on account of any refusal by the local council to issue a Building Certificate or any work order issued in connection with, or as a consequence of, any such application for a Building Certificate. Any such work must be carried out at the Purchaser's

cost and if this contract is completed it shall be the responsibility of the Purchaser to comply with any such work order to pay the costs of compliance.

55 Removal of Charge prior to Completion

The purchaser shall not be entitled to require the Vendor prior to settlement to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is affected.
The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing prior to completion and shall be entitled to serve a Notice to complete on the Purchaser notwithstanding that at the time such notice is issued or at any time until completion is a charge on the property for any rate, tax or outgoing.

56 Section 184 Certificate

The Purchaser acknowledges and agrees that the Vendor will not be required to order a s.184 Certificate (or equivalent) and it is the Purchaser's responsibility to obtain the s.184 Certificate.

57 Removal of brackets

If there is a television wall bracket or wall mount on the walls of the property the vendor will not repair or make good any holes in the wall following the removal of said bracket or mount.

58 Encumbrances

The purchaser agrees that he shall not be entitled to make or take any objection requisition or claim whatsoever regarding any mortgage, caveat or land tax charge affecting the property at or prior to completion and will upon completion, accept a duly executed Discharge of Mortgage, Withdrawal of Caveat in registerable form of any such mortgage or caveat as may be applicable and or a clear land tax certificate in full satisfaction of the vendor's obligations to give to the purchaser an unencumbered legal title to the property on completion. Without prejudice to the generality of the foregoing, the purchaser agrees that:

58.1.1 The purchaser shall not be entitled to delay completion of this contract on the basis that at the time stipulated for completion, any such mortgage or caveat or land tax charge continues to affect the property; and

58.1.2 The purchaser shall not be entitled to deny the validity of a notice to complete served pursuant to this contract on the basis that such mortgage or caveat or land tax charge continued to affect the property at the time when the Notice to Complete was served.

58.2 The vendor shall allow the purchaser to deduct from the balance of price payable on completion, an amount equivalent to the registration fees payable to the Land Titles office on any such Discharge of Mortgage, Withdrawal of Caveat or both as may be applicable.

58.3 In consideration of the agreement as contained in the Contract for Sale by the vendor to sell the property to the purchaser, the purchaser agrees that after completion of this contract he shall promptly attend to registration at the Land Titles Office of any such Discharge of Mortgage, Withdrawal of Caveat and or the assurance of or relating to the property.

58.4 The requirement to register documents at the Land Titles Office shall not merge upon completion of this contract for the sale.

59 Foreigner

If the Purchaser is a "foreign corporation" or "foreign person" as define in the Foreign Acquisition & Take-over Act 1975 ("The Act"), it has obtained the consent of the Foreign Investment Review Board in accordance with

the provisions of the Act to its purchase of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, Loss, Damage and Expenses which the vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

60 Keys

The vendor will make available for collection from the Vendor's Agent or Solicitor upon completion such keys, cards, controls, and codes that are in his possession to access or secure the improvements located on the Property but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points. This clause shall not merge on completion.

61 Electronic Copy of the Contract for Sale

(a) Each party agrees that the electronic version of this contract sent by email and signed by the respective party will be a true and original version of the Contract and no paper version will be provided, unless agreed in writing by the parties.

(b) Submission of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this Contract.

62 Release of Deposit

The purchaser:

62.1 authorises the vendor to use all or part of the deposit as a deposit on a purchase by the vendor of a property and as stamp duty on the contract for the sale of land for that property or as payment of rent and bond on rental premises, provided that the deposit is to be held in a trust account of a licensed real estate agent, conveyancer or solicitor, or paid to the office of state revenue or rental bond board;

62.2 authorises the stakeholder to release all or part of the deposit for those purposes; and

62.3 must give on request to the stakeholder a written authority to release all or part of the deposit.

64 Guarantee

GUARANTEE

64.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

64.2 The word *guarantor* means _____ and _____ (being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

64.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.

64.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

64.4.1 payment of all money payable by the purchaser under this contract; and

64.4.2 the performance of all of the purchaser's other obligations under this contract.

64.5 The guarantor:

64.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

64.5.2 must pay on demand any money due to the vendor under this indemnity.

64.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

64.6.1 the performance by the purchaser of its obligations under this contract; and

64.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

64.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

64.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

64.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

64.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

64.9.2 the release or discharge of any person;

64.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

64.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

64.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

64.9.6 the winding up of the purchaser.

64.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

64.11 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED in the presence of:

.....	.....
Signature of Witness	Signature of Director
.....	.....
Name of Witness	Name of Director

SIGNED SEALED & DELIVERED in the presence of:

.....	.....
Signature of Witness	Signature of Director
.....	.....
Name of Witness	Name of Director

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

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

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
    (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

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(c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  (iv) any realignment or proposed realignment of any road adjoining them?

(v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
    (a) orders of the Tribunal;
    (b) notices of or investigations by the Owners Corporation;
    (c) notices or orders issued by any Court; or
    (d) notices or orders issued by the Council or any public authority or water authority,

    affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
    (a) a collective sale of the strata scheme; or
    (b) a redevelopment of the strata scheme?

    If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
    (a) who has been appointed to each role;
    (b) when does the term or each appointment expire; and
    (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

DIRECT
CONVEYANCING
SOLUTIONS

Our Ref: MF:2026771
Your Ref:

RE: GHOSH & SARKAR SALE
PROPERTY: G8/1 MARKHAM PLACE, ASHFIELD NSW 2131

We have been instructed to reply to your requisitions on title as follows:

1. Noted.
2. No.
3. (a)-(f) Purchaser to make their own enquiries with the Managing agent.
4. No.
5. (a)-(b) Not as far as the vendor is aware.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. Not applicable.
10. No.
11. Noted.
12. See the s 47 certificate following unconditional exchange of contracts.
13. Noted.
14. Noted.
15. No.
16. (a) As far as vendor is aware yes.
    (b) No.
    (c) No.
    (d) No.
    (e) If applicable then this information has been provided.
    (f) No.
    (g) No.
17. (a) - (g) The vendor is not aware of any such proposals.
18. As to the vendor no.
19. Purchaser to rely on their own enquiries with Strata Managers.
20. (a) No.
    (b) No.
21. (a) No.
    (b) No.
    (c) Other than as disclosed in the contract no.
    (d) No.
22. Not as far as the vendor is aware.
23. Not as far as the vendor is aware.

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24. No.
25. No.
26. No.
27. No.
28. Yes.
29. Not as far as the vendor is aware.
30. This is a matter for search.
31. No.
32. (a) We refer you to the Section 184 Certificate.
    (b) We refer you to the Section 184 Certificate.
    (c) The purchaser is to rely on their own enquiries.
33. Not as far as the vendor is aware.
34. No.
35. No.
36. No.
37. The vendor is not aware.
38. Not as far as the vendor is aware.
39. Not as far as the vendor is aware.
40. Noted.
41. As far as the vendor is aware.
42. The vendor is not aware.
43. The vendor is not aware.
44. As far as the vendor is aware.
45. Noted.
46. Noted.
47. Noted.
48. If applicable this will be provided shortly prior to settlement.
49. Noted.
50. This alleged right is omitted.
51. Not agreed.

Yours faithfully
Direct Conveyancing Solutions



Merna Fraser
Licensed Conveyancer
merna@directconveyancingsolutions.com.au

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 17/SP98956

SEARCH DATE	TIME	EDITION NO	DATE
15/4/2026	5:44 AM	3	2/2/2021

LAND

LOT 17 IN STRATA PLAN 98956
AT ASHFIELD
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

SAMRIDDHA SARKAR
SAYAN GHOSH
AS JOINT TENANTS (T AQ770206)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98956
2 AQ770207 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2026771... PRINTED ON 15/4/2026

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

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Received: 15/04/2026 05:44:42

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98956

SEARCH DATE	TIME	EDITION NO	DATE
15/4/2026	5:44 AM	3	3/9/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98956 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ASHFIELD
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF CONCORD COUNTY OF CUMBERLAND
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP98956

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98956
ADDRESS FOR SERVICE OF DOCUMENTS:
1 MARKHAM PLACE
ASHFIELD NSW 2131

SECOND SCHEDULE (12 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1223480 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1223480 RESTRICTION(S) ON THE USE OF LAND
4 DP1223480 POSITIVE COVENANT
5 AP133673 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.35 WIDE AFFECTING THE PART DESIGNATED (S2) IN THE TITLE DIAGRAM
6 AP133673 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE AFFECTING THE PART DESIGNATED (S1) IN THE TITLE DIAGRAM
7 AP133673 RIGHT OF CARRIAGEWAY 7.6 WIDE AFFECTING THE PART DESIGNATED (R) IN THE TITLE DIAGRAM
8 DP1250211 RIGHT OF WAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1250211 POSITIVE COVENANT
10 DP1250211 RESTRICTION(S) ON THE USE OF LAND
11 AP739771 INITIAL PERIOD EXPIRED
12 AQ354908 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP98956 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 98956

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 98956							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	90	2	89	3	92	4	91
5	89	6	91	7	92	8	91
9	94	10	94	11	92	12	94
13	93	14	174	15	177	16	177
17	174	18	129	19	90	20	92
21	73	22	123	23	155	24	168
25	91	26	78	27	102	28	102
29	102	30	74	31	89	32	92
33	73	34	124	35	74	36	74
37	159	38	83	39	84	40	100
41	102	42	97	43	74	44	89
45	92	46	73	47	124	48	159
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53	97	54	74	55	89	56	93
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61	131	62	83	63	86	64	103
65	100	66	74	67	89	68	93
69	74	70	125	71	129	72	84
73	86	74	104	75	103	76	74
77	93	78	93	79	75	80	101
81	77	82	77	83	129	84	139
85	105	86	114	87	75	88	187
89	142	90	142	91	175	92	115
93	49	94	79	95	103	96	105
97	94	98	87				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2026771... PRINTED ON 15/4/2026

* 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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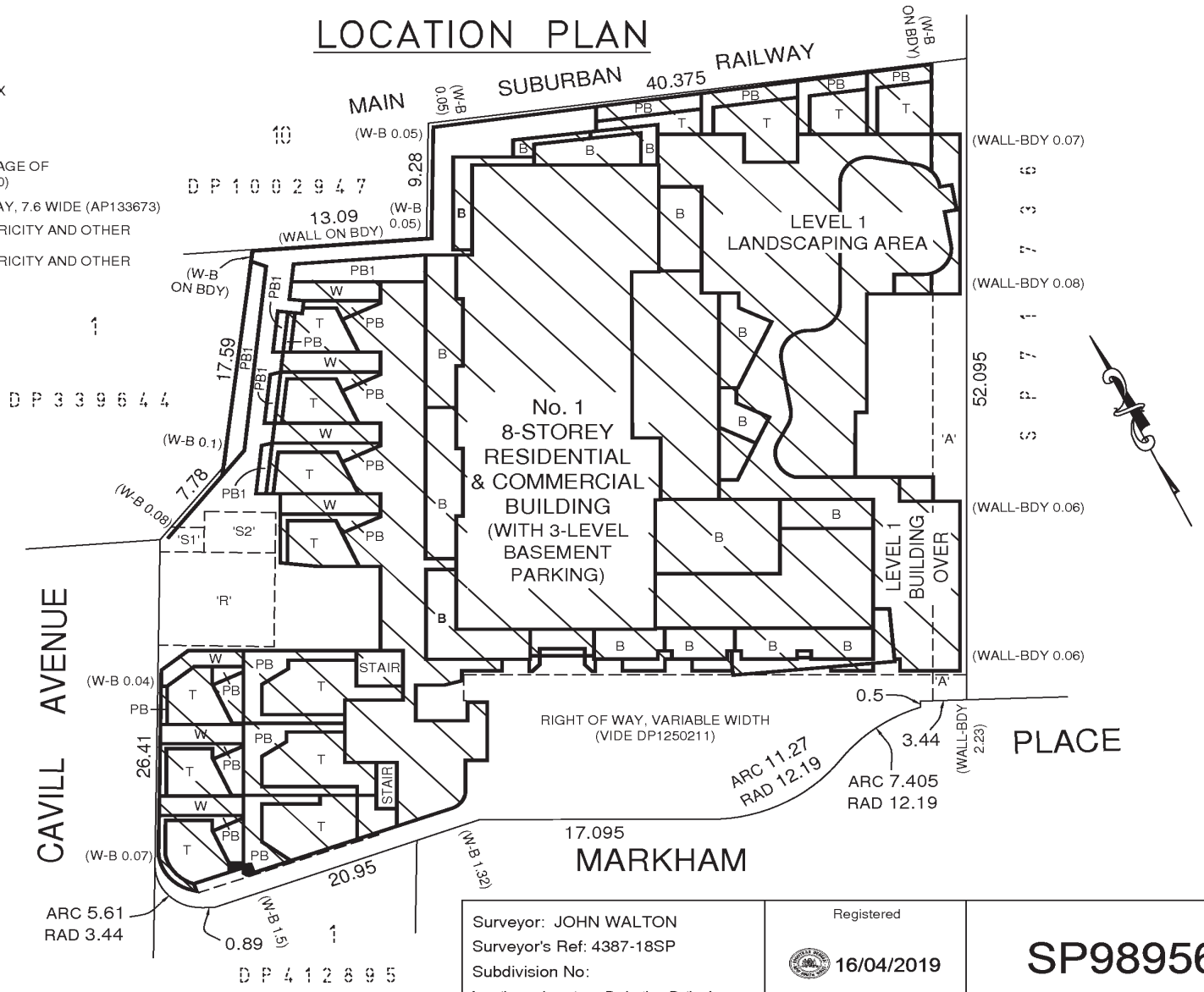
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InfoTrack

STRATA PLAN FORM 2 SP98956 **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** ePlan Sheet No. 1 of 16 Sheets

B	DENOTES BALCONY
T	DENOTES TERRACE
PB	DENOTES PLANTER BOX
PB1	DENOTES COMMON PLANTER BOX
W-B	DENOTES WALL TO BOUNDARY
W	DENOTES WALKWAY
'A'	DENOTES EASEMENT FOR DRAINAGE OF WATER, 2.5 WIDE (VIDE DP1223480)
'R'	DENOTES RIGHT OF CARRIAGEWAY, 7.6 WIDE (AP133673)
'S1'	DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 2.0 WIDE (AP133673)
'S2'	DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 3.3 WIDE (AP133673)

LOCATION PLAN



Surveyor: JOHN WALTON
Surveyor's Ref: 4387-18SP
Subdivision No:
Lengths are in metres Reduction Ratio 1 : 300

Registered 16/04/2019

SP98956

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

Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:1 of 23
Ref:35611728 /Src:M

D DENOTES DUCT (CP)

S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

⊥ DENOTES RIGHT ANGLE

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

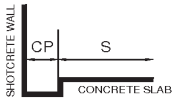
BASEMENT 3

S44 DENOTES STORAGE AREA PT 44 (3m²)

S45 DENOTES STORAGE AREA PT 45 (3m²)

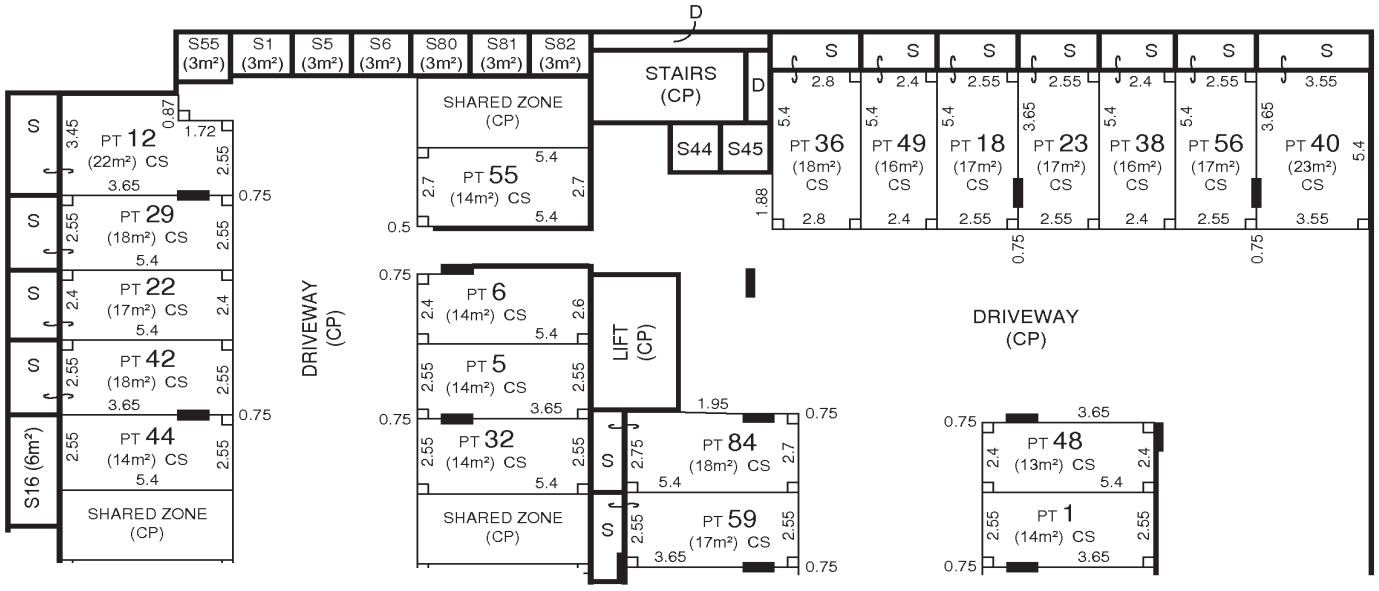
ALL STORAGE AREAS ADJOINING THE EXTERNAL BASEMENT WALL ARE LIMITED TO THE TOP EDGE OF THE CONCRETE SLAB. THE CONCRETE SLAB TO THE SHOTCRETE WALL IS COMMON PROPERTY

TYPICAL CROSS-SECTION



(NOT TO SCALE)





-- JOINS SHEET 3 --

Surveyor: JOHN WALTON
Surveyor's Ref: 4387-18SP
Subdivision No:
Lengths are in metres Reduction Ratio 1 : 100

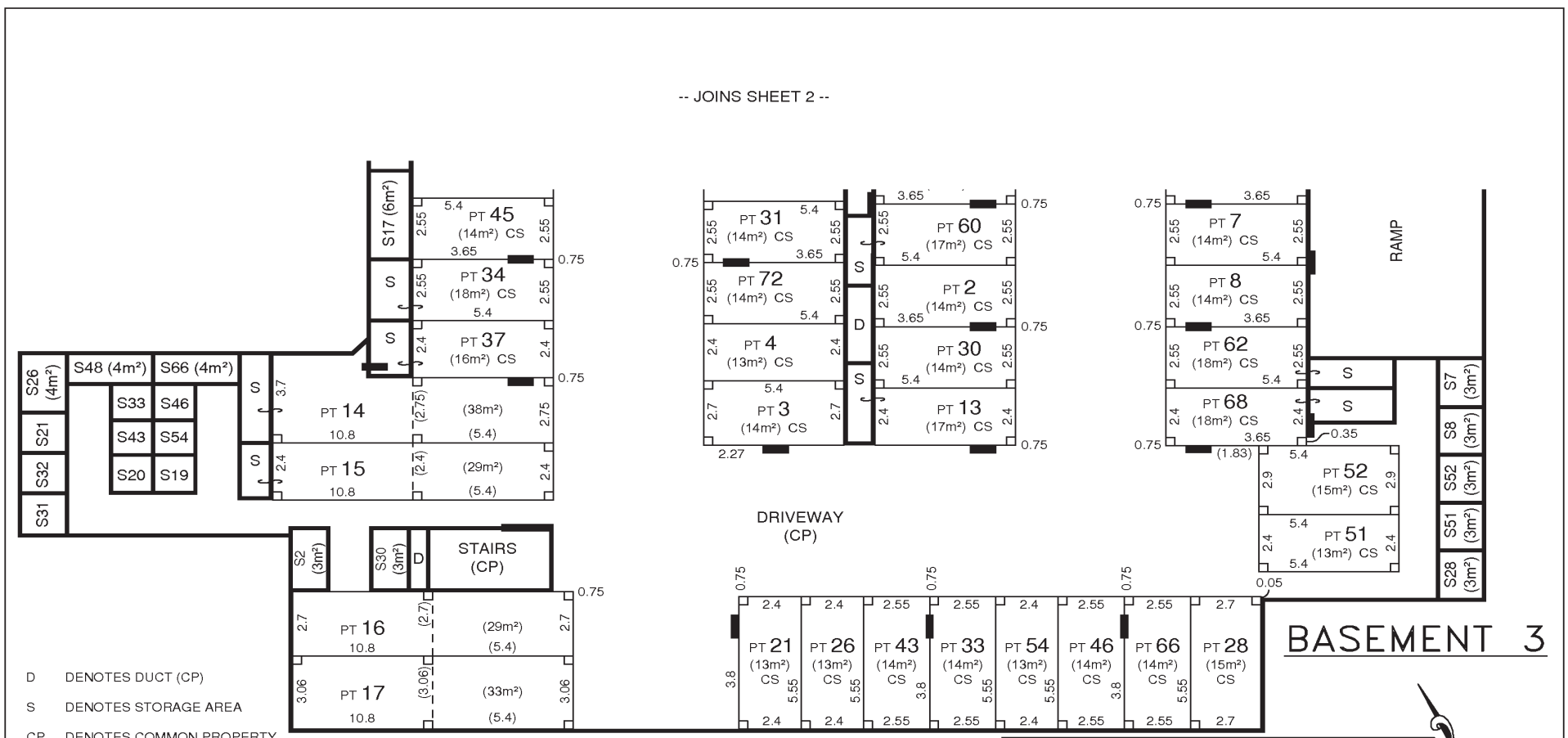
Registered 16/04/2019

SP98956

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Ref:35611728 /Src:M

Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:3 of 23
Ref:35611728 /Src:M



BASEMENT 3

D DENOTES DUCT (CP)

S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

DENOTES RIGHT ANGLE

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

S19 DENOTES STORAGE AREA PT 19 (3m²)
S20 DENOTES STORAGE AREA PT 20 (3m²)
S21 DENOTES STORAGE AREA PT 21 (3m²)

S31 DENOTES STORAGE AREA PT 31 (3m²)
S32 DENOTES STORAGE AREA PT 32 (3m²)
S33 DENOTES STORAGE AREA PT 33 (2m²)
S43 DENOTES STORAGE AREA PT 43 (2m²)
S46 DENOTES STORAGE AREA PT 46 (2m²)
S54 DENOTES STORAGE AREA PT 54 (2m²)

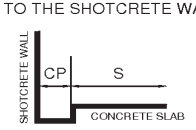
ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

ALL STORAGE AREAS ADJOINING THE EXTERNAL BASEMENT WALL ARE LIMITED TO THE TOP EDGE OF THE CONCRETE SLAB. THE CONCRETE SLAB TO THE SHOTCRETE WALL IS COMMON PROPERTY

TYPICAL CROSS-SECTION



(NOT TO SCALE)

Surveyor: JOHN WALTON
Surveyor's Ref: 4387-18SP
Subdivision No:
Lengths are in metres Reduction Ratio 1 : 100

Registered 16/04/2019

SP98956

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

D DENOTES DUCT (CP)

S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

⊥ DENOTES RIGHT ANGLE

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

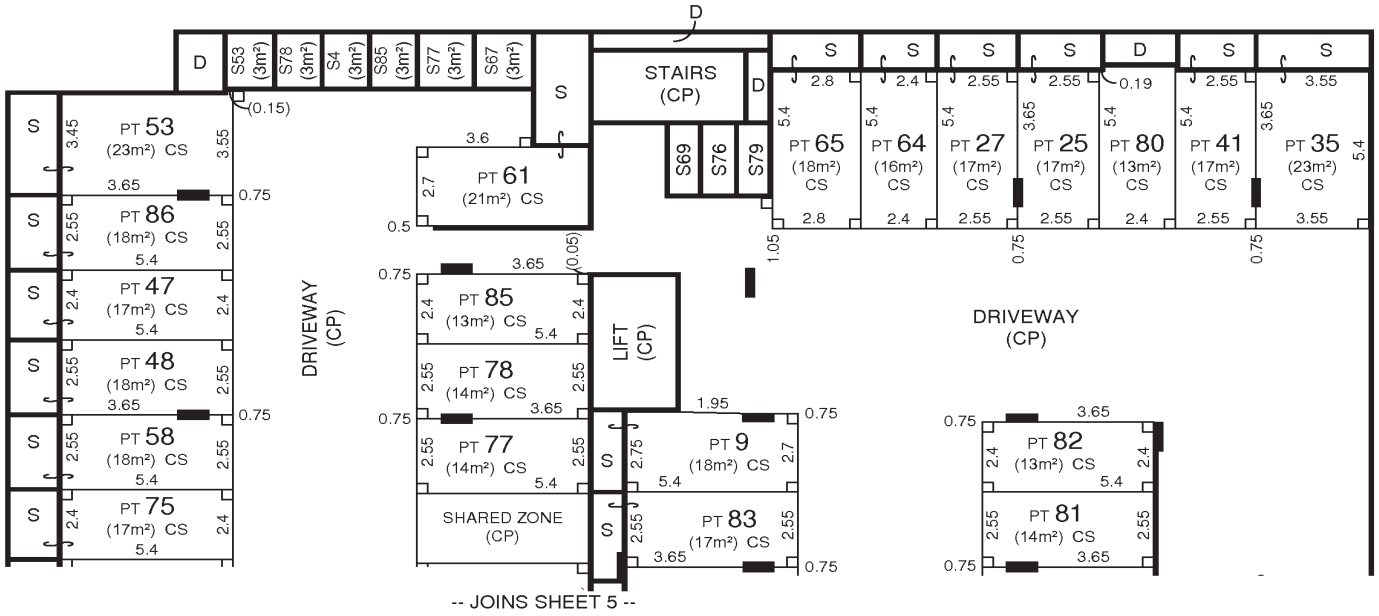
ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

BASEMENT 2

S69 DENOTES STORAGE AREA PT 69 (3m²)
S76 DENOTES STORAGE AREA PT 76 (3m²)
S79 DENOTES STORAGE AREA PT 79 (3m²)



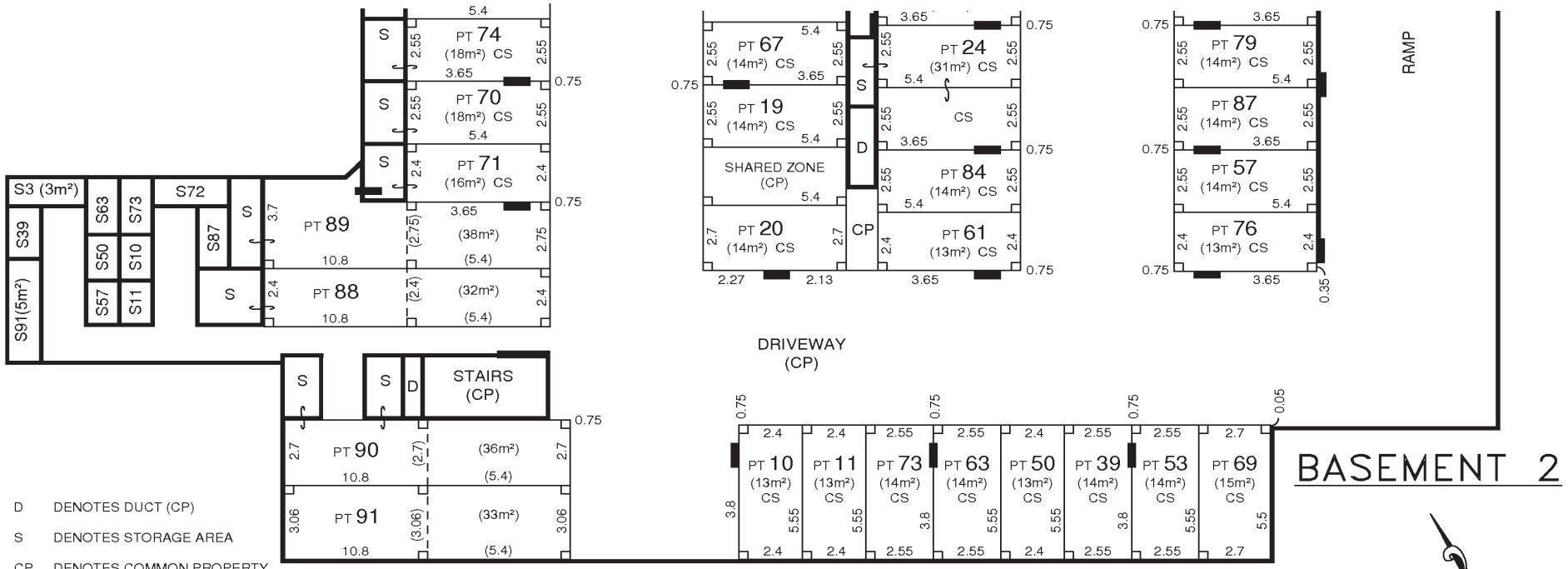
Surveyor: JOHN WALTON Surveyor's Ref: 4387-18SP Subdivision No: Lengths are in metres Reduction Ratio 1 : 100	Registered 16/04/2019	SP98956

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

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Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:5 of 23
Ref:35611728 /Src:M

-- JOINS SHEET 4 --



BASEMENT 2

D DENOTES DUCT (CP)

S DENOTES STORAGE AREA

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

DENOTES RIGHT ANGLE

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

S10 DENOTES STORAGE AREA PT 10 (2m²)
S11 DENOTES STORAGE AREA PT 11 (2m²)
S39 DENOTES STORAGE AREA PT 39 (3m²)
S50 DENOTES STORAGE AREA PT 50 (2m²)
S57 DENOTES STORAGE AREA PT 57 (2m²)
S63 DENOTES STORAGE AREA PT 63 (3m²)
S72 DENOTES STORAGE AREA PT 72 (3m²)
S73 DENOTES STORAGE AREA PT 73 (3m²)
S87 DENOTES STORAGE AREA PT 87 (3m²)

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

Surveyor: JOHN WALTON
Surveyor's Ref: 4387-18SP
Subdivision No:
Lengths are in metres Reduction Ratio 1 : 100

Registered 16/04/2019

SP98956

D DENOTES DUCT (CP)

S DENOTES STORAGE AREA

BP DENOTES BICYCLE PARKING (CP)

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

MC DENOTES MOTORCYCLE PARKING (CP)

BGS DENOTES BULKY GOODS STORAGE (CP)

DENOTES RIGHT ANGLE

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

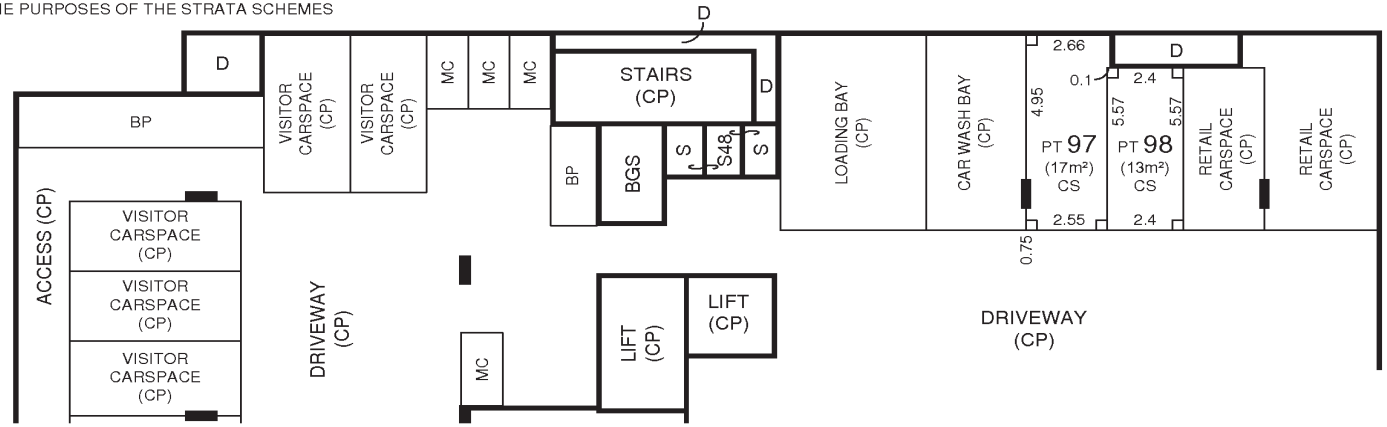
ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

BASEMENT 1

S48 DENOTES STORAGE AREA PT 48 (6m²)



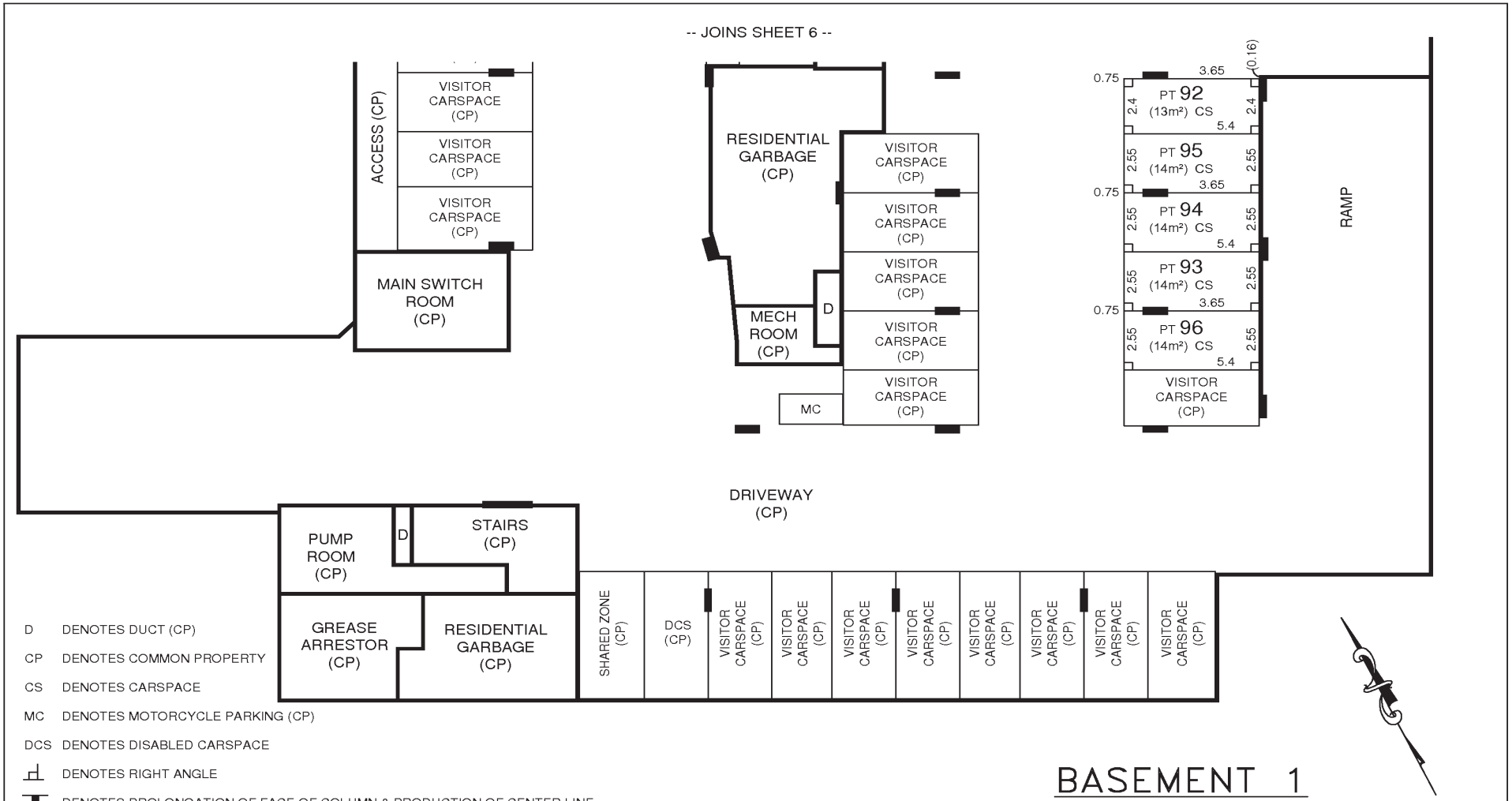
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Surveyor: JOHN WALTON Surveyor's Ref: 4387-18SP Subdivision No: Lengths are in metres Reduction Ratio 1 : 100	Registered 16/04/2019	SP98956

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Ref:35611728 /Src:M



ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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

BASEMENT 1

Surveyor: JOHN WALTON
Surveyor's Ref: 4387-18SP
Subdivision No:
Lengths are in metres Reduction Ratio 1 : 100

Registered 16/04/2019

SP98956

GROUND FLOOR

D DENOTES DUCT (CP)

W DENOTES WALKWAY

CP DENOTES COMMON PROPERTY

MO DENOTES MANAGER'S OFFICE (CP)

FH DENOTES FIRE HYDRANT (CP)

PB DENOTES PLANTER BOX

T DENOTES TERRACE

SR DENOTES SERVICE ROOM (CP)

TERRACE, PLANTER BOXES AND WALKWAYS ARE LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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Surveyor: JOHN WALTON Surveyor's Ref: 4387-18SP Subdivision No: Lengths are in metres Reduction Ratio 1 : 250	Registered 16/04/2019	SP98956

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Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:8 of 23
Ref:35611728 /Src:M

UPPER GROUND FLOOR

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

D DENOTES DUCT (CP)

CP DENOTES COMMON PROPERTY

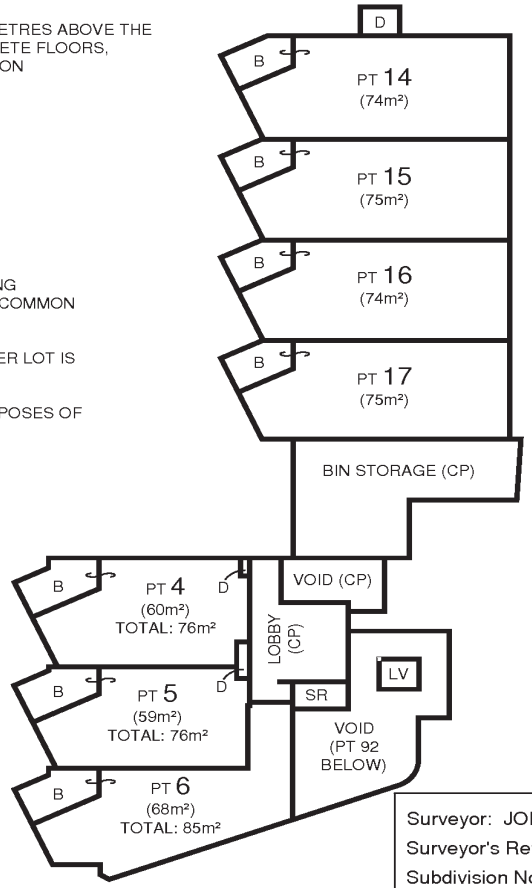
SR DENOTES SERVICE ROOM (CP)

LV DENOTES LIFT VOID AREA

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015







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

Surveyor: JOHN WALTON
Surveyor's Ref: 4387-18SP
Subdivision No:
Lengths are in metres Reduction Ratio 1 : 250

Registered
16/04/2019

SP98956

Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:9 of 23
Ref:35611728 /Src:M

LEVEL 1

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

D DENOTES DUCT (CP)

CP DENOTES COMMON PROPERTY

PB DENOTES PLANTER BOX

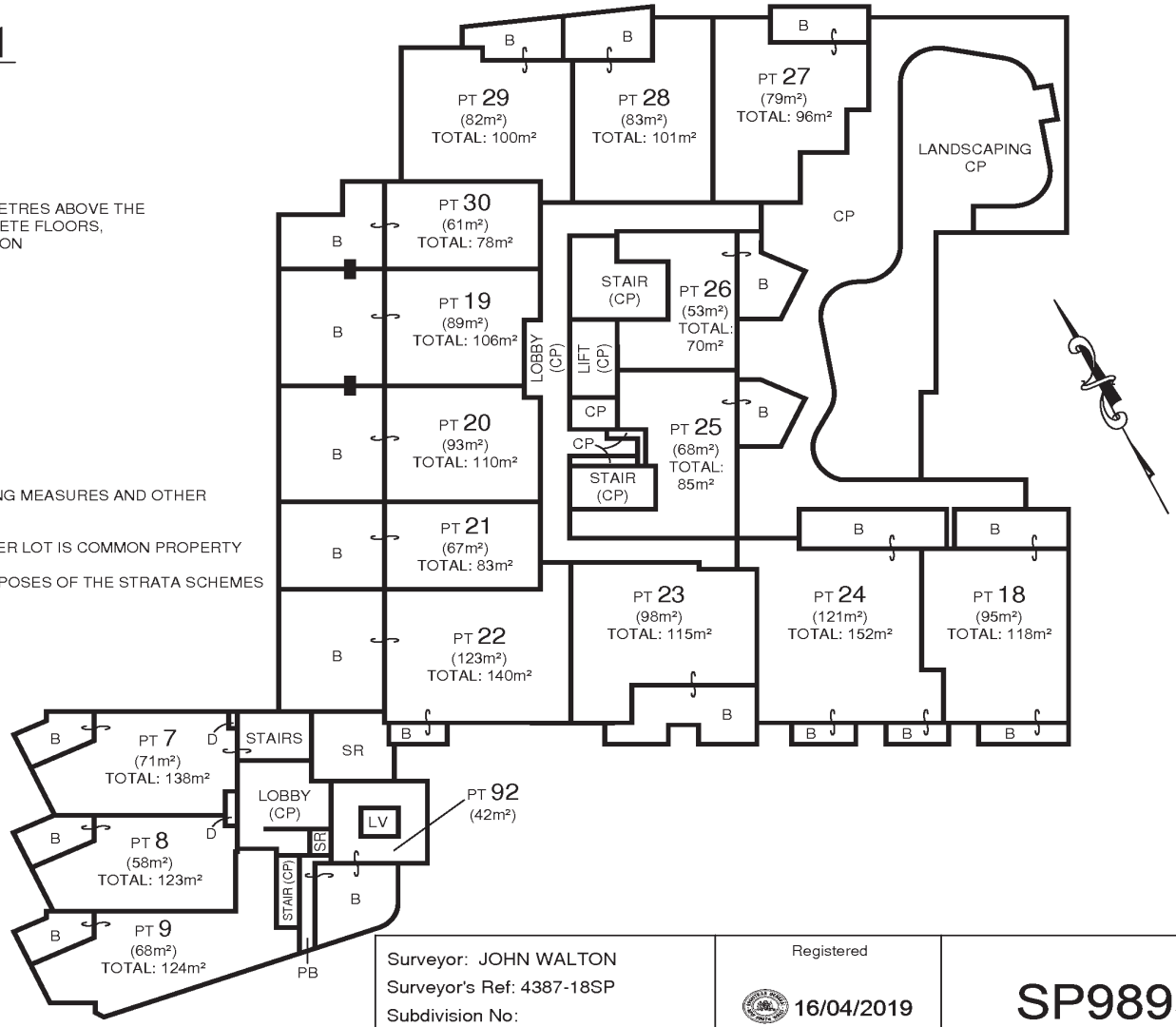
SR DENOTES SERVICE ROOM (CP)

LV DENOTES LIFT VOID AREA

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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Surveyor: JOHN WALTON Surveyor's Ref: 4387-18SP Subdivision No: Lengths are in metres Reduction Ratio 1 : 250	Registered 16/04/2019	SP98956

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Ref:35611728 /Src:M

LEVEL 2

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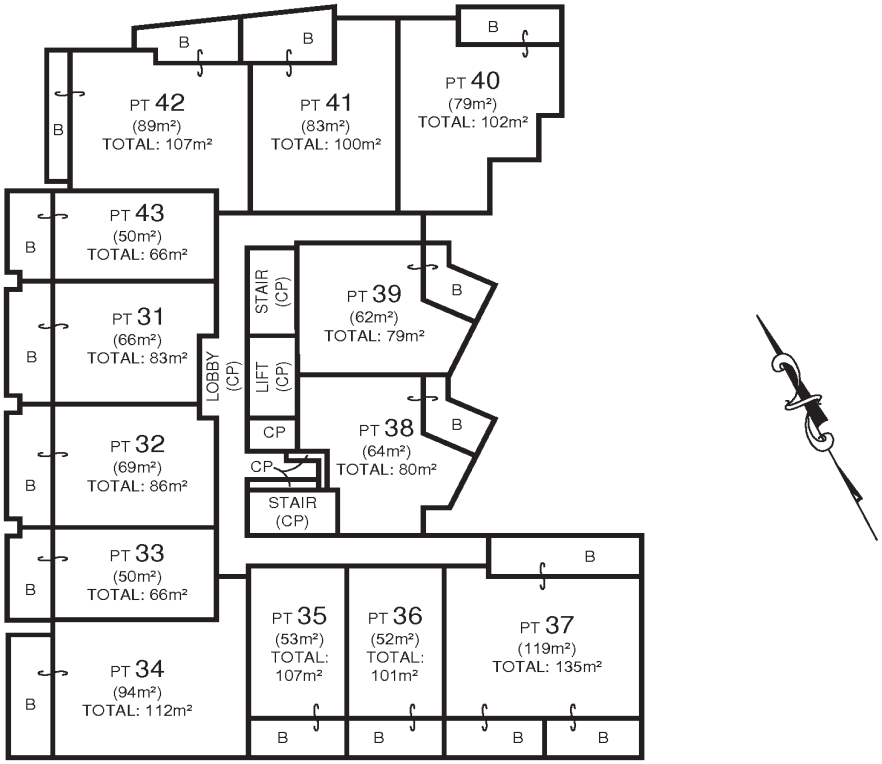
CP DENOTES COMMON PROPERTY

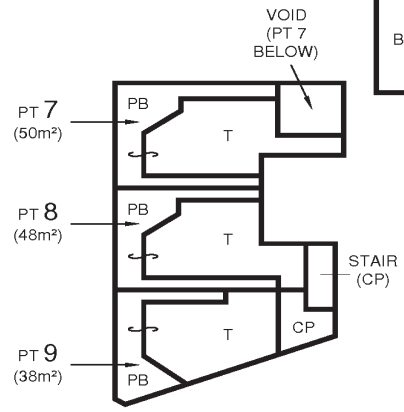
PB DENOTES PLANTER BOX

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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Surveyor: JOHN WALTON	Registered
Surveyor's Ref: 4387-18SP	16/04/2019
Subdivision No:	SP98956
Lengths are in metres Reduction Ratio 1 : 250	

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

LEVEL 3

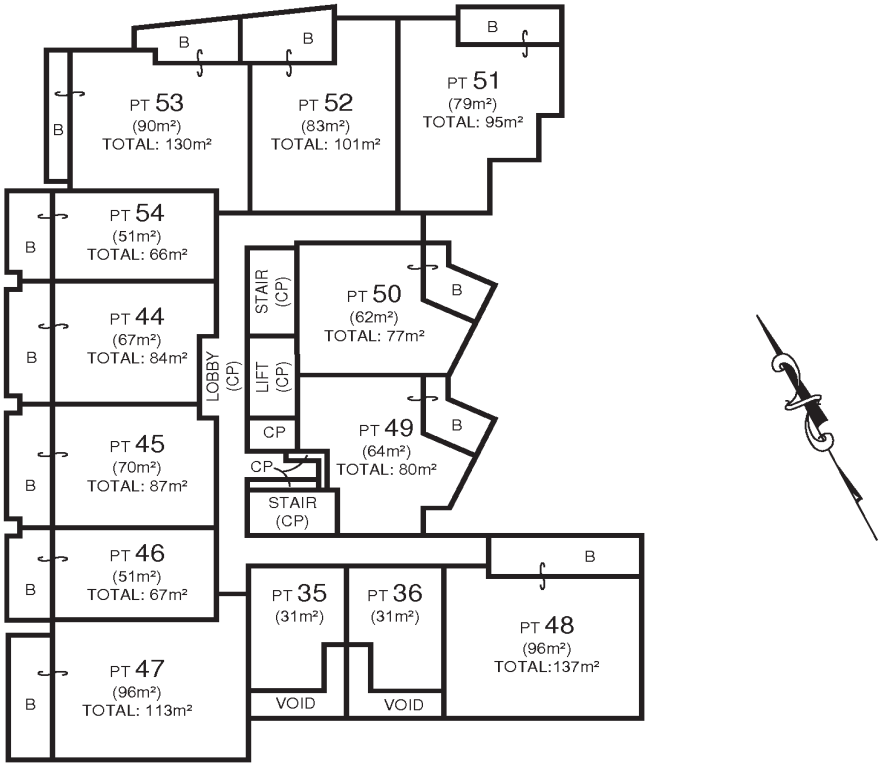
B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

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Surveyor: JOHN WALTON Surveyor's Ref: 4387-18SP Subdivision No: Lengths are in metres Reduction Ratio 1 : 250	Registered 16/04/2019	SP98956

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LEVEL 4

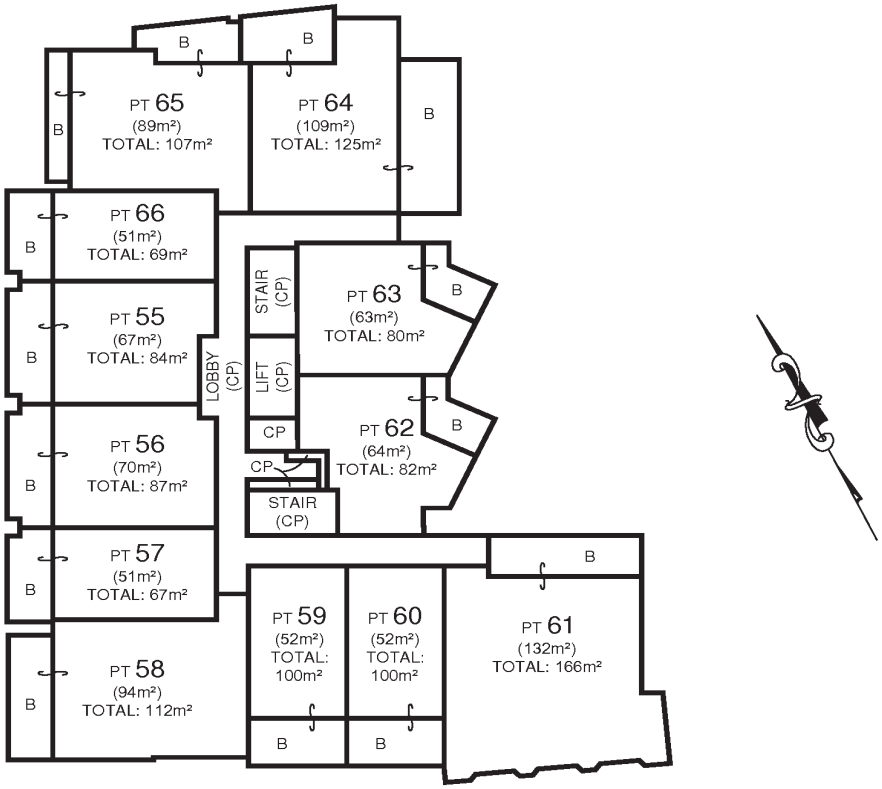
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Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:13 of 23
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LEVEL 5

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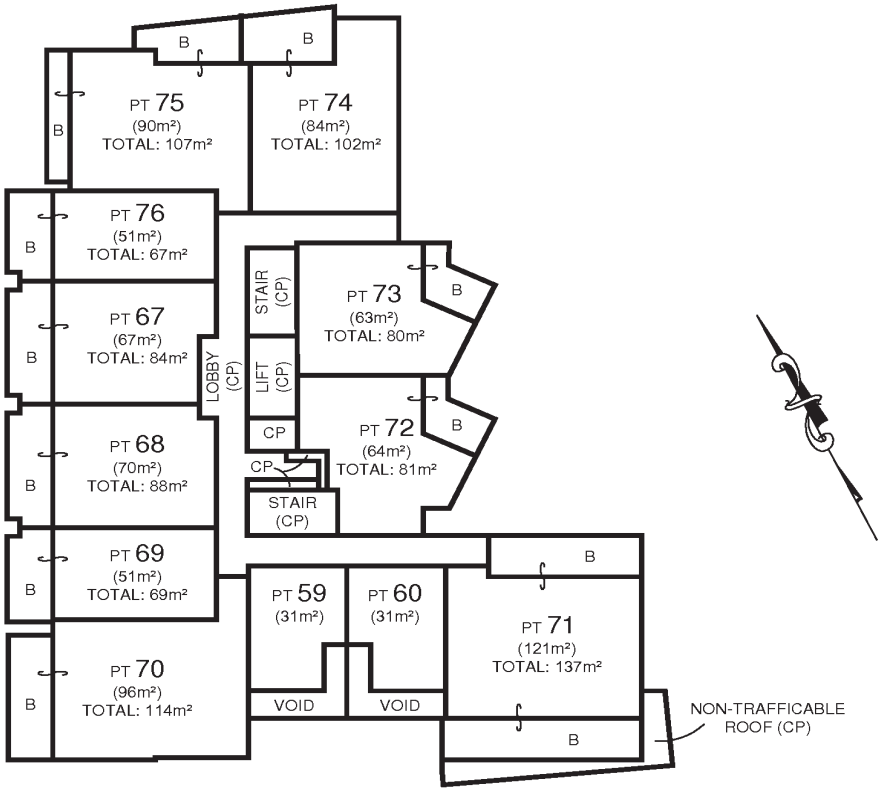
CP DENOTES COMMON PROPERTY

PB DENOTES PLANTER BOX

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Surveyor: JOHN WALTON Surveyor's Ref: 4387-18SP Subdivision No: Lengths are in metres Reduction Ratio 1 : 250	Registered 16/04/2019	SP98956

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

Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:14 of 23
Ref:35611728 /Src:M

LEVEL 6

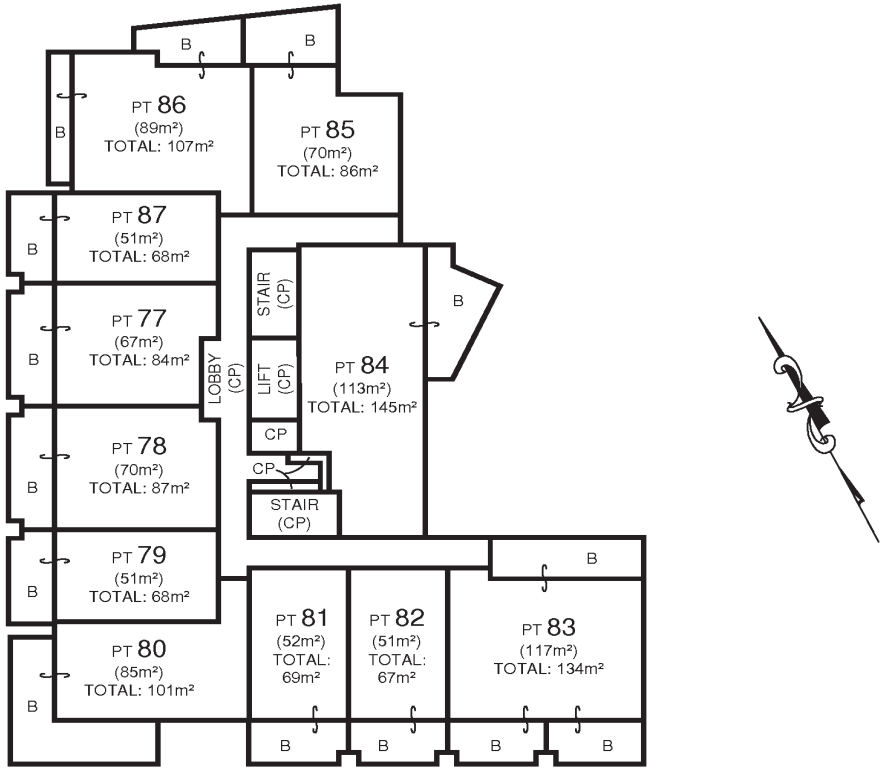
B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

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

Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:15 of 23
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LEVEL 7

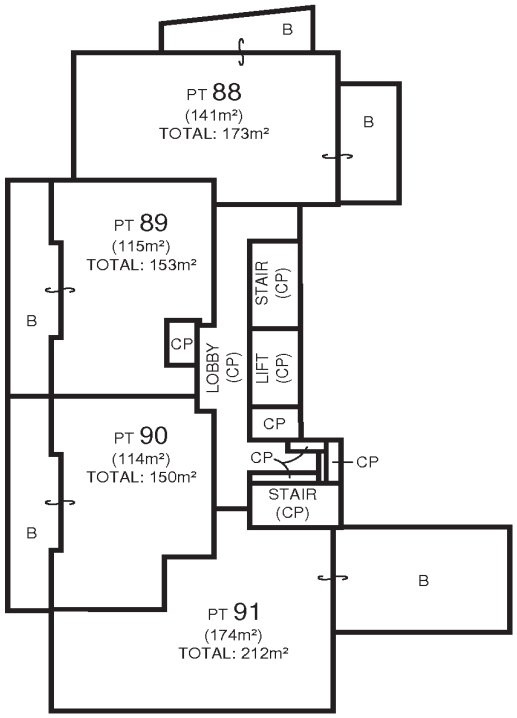
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CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015





Surveyor: JOHN WALTON Surveyor's Ref: 4387-18SP Subdivision No: Lengths are in metres Reduction Ratio 1 : 250	Registered 16/04/2019	SP98956

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

Req:R266607 /Doc:SP 0098956 P /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 10:54 /Seq:16 of 23
Ref:35611728 /Src:M

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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 16/04/2019	SP98956

PLAN OF SUBDIVISION OF:	
LOT 1 IN DP1223480	LGA: INNER WEST Locality: ASHFIELD Parish: PETERSHAM / CONCORD County: CUMBERLAND

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

Address for Service of Documents

1 MARKHAM PLACE,
ASHFIELD NSW 2131

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:
* Model by-laws for residential strata schemes together with:
~~Keeping of animals: Option *A / *B~~
~~Smoke penetration: Option *A / *B~~
(see Schedule 3 *Strata Schemes Management Regulation 2016*)
* The strata by-laws lodged with the plan.

Surveyor's Certificate

I.....**JOHN WALTON**.....,
of ..... **DAW & WALTON PTY LTD,** .....
..... **PO Box 3222, REDFERN NSW 2016,** .....
..... **survey@daw-walton.com.au** .....
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

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

Signature: .....
Date: .....11-01-19.....
Surveyor ID: ...8430.....
Surveyor's Reference: 4387-18SP .....
^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I.....ANTHONY ALLEN.....being an Accredited Certifier, accreditation number BPB0004, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

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

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

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 63 *Strata Schemes Development Act 2015.*~~

Certificate Reference: .....127/2019.....
Relevant Planning Approval No.: CDC 2019/15
issued by: ANTHONY ALLEN (BPB0004)
Signature: .....
Date: 5/03/19
^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 16/04/2019	SP98956

VALUER'S CERTIFICATE

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

Signature: ..... Date 20th February 2019

SCHEDULE OF UNIT ENTITLEMENT

Lot	Entitlement	Lot	Entitlement	Lot	Entitlement
1	90	21	73	41	102
2	89	22	123	42	97
3	92	23	155	43	74
4	91	24	168	44	89
5	89	25	91	45	92
6	91	26	78	46	73
7	92	27	102	47	124
8	91	28	102	48	159
9	94	29	102	49	83
10	94	30	74	50	84
11	92	31	89	51	102
12	94	32	92	52	102
13	93	33	73	53	97
14	174	34	124	54	74
15	177	35	74	55	89
16	177	36	74	56	93
17	174	37	159	57	74
18	129	38	83	58	125
19	90	39	84	59	74
20	92	40	100	60	74

Surveyor's Reference: 4387-18SP

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SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 16/04/2019	SP98956

VALUER'S CERTIFICATE

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Signature: ..... Date 20th February 2019

SCHEDULE OF UNIT ENTITLEMENT

Lot	Entitlement	Lot	Entitlement
61	131	81	77
62	83	82	77
63	86	83	129
64	103	84	139
65	100	85	105
66	74	86	114
67	89	87	75
68	93	88	187
69	74	89	142
70	125	90	142
71	129	91	175
72	84	92	115
73	86	93	49
74	104	94	79
5	103	95	103
76	74	96	105
77	93	97	94
78	93	98	87
79	75	Aggregate	10000
80	101		

Surveyor's Reference: 4387-18SP

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 16/04/2019	SP98956

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	--	1	MARKHAM	PLACE	ASHFIELD
1	G09	1	MARKHAM	PLACE	ASHFIELD
2	G10	1	MARKHAM	PLACE	ASHFIELD
3	G11	1	MARKHAM	PLACE	ASHFIELD
4	UG1	1	MARKHAM	PLACE	ASHFIELD
5	UG2	1	MARKHAM	PLACE	ASHFIELD
6	UG3	1	MARKHAM	PLACE	ASHFIELD
7	114	1	MARKHAM	PLACE	ASHFIELD
8	115	1	MARKHAM	PLACE	ASHFIELD
9	116	1	MARKHAM	PLACE	ASHFIELD
10	G01	1	MARKHAM	PLACE	ASHFIELD
11	G02	1	MARKHAM	PLACE	ASHFIELD
12	G03	1	MARKHAM	PLACE	ASHFIELD
13	G04	1	MARKHAM	PLACE	ASHFIELD
14	G05	1	MARKHAM	PLACE	ASHFIELD
15	G06	1	MARKHAM	PLACE	ASHFIELD
16	G07	1	MARKHAM	PLACE	ASHFIELD
17	G08	1	MARKHAM	PLACE	ASHFIELD
18	113	1	MARKHAM	PLACE	ASHFIELD
19	106	1	MARKHAM	PLACE	ASHFIELD
20	107	1	MARKHAM	PLACE	ASHFIELD
21	108	1	MARKHAM	PLACE	ASHFIELD
22	109	1	MARKHAM	PLACE	ASHFIELD
23	111	1	MARKHAM	PLACE	ASHFIELD
24	112	1	MARKHAM	PLACE	ASHFIELD
25	110	1	MARKHAM	PLACE	ASHFIELD
26	102	1	MARKHAM	PLACE	ASHFIELD
27	101	1	MARKHAM	PLACE	ASHFIELD
28	103	1	MARKHAM	PLACE	ASHFIELD
29	104	1	MARKHAM	PLACE	ASHFIELD
30	105	1	MARKHAM	PLACE	ASHFIELD
31	206	1	MARKHAM	PLACE	ASHFIELD
32	207	1	MARKHAM	PLACE	ASHFIELD
33	208	1	MARKHAM	PLACE	ASHFIELD
34	209	1	MARKHAM	PLACE	ASHFIELD
35	210	1	MARKHAM	PLACE	ASHFIELD
36	211	1	MARKHAM	PLACE	ASHFIELD
37	213	1	MARKHAM	PLACE	ASHFIELD
38	212	1	MARKHAM	PLACE	ASHFIELD
39	202	1	MARKHAM	PLACE	ASHFIELD
40	201	1	MARKHAM	PLACE	ASHFIELD

Surveyor's Reference: 4387-18SP

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 16/04/2019	SP98956

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
41	203	1	MARKHAM	PLACE	ASHFIELD
42	204	1	MARKHAM	PLACE	ASHFIELD
43	205	1	MARKHAM	PLACE	ASHFIELD
44	306	1	MARKHAM	PLACE	ASHFIELD
45	307	1	MARKHAM	PLACE	ASHFIELD
46	308	1	MARKHAM	PLACE	ASHFIELD
47	309	1	MARKHAM	PLACE	ASHFIELD
48	311	1	MARKHAM	PLACE	ASHFIELD
49	310	1	MARKHAM	PLACE	ASHFIELD
50	302	1	MARKHAM	PLACE	ASHFIELD
51	301	1	MARKHAM	PLACE	ASHFIELD
52	303	1	MARKHAM	PLACE	ASHFIELD
53	304	1	MARKHAM	PLACE	ASHFIELD
54	305	1	MARKHAM	PLACE	ASHFIELD
55	405	1	MARKHAM	PLACE	ASHFIELD
56	406	1	MARKHAM	PLACE	ASHFIELD
57	407	1	MARKHAM	PLACE	ASHFIELD
58	408	1	MARKHAM	PLACE	ASHFIELD
59	409	1	MARKHAM	PLACE	ASHFIELD
60	410	1	MARKHAM	PLACE	ASHFIELD
61	412	1	MARKHAM	PLACE	ASHFIELD
62	411	1	MARKHAM	PLACE	ASHFIELD
63	401	1	MARKHAM	PLACE	ASHFIELD
64	402	1	MARKHAM	PLACE	ASHFIELD
65	403	1	MARKHAM	PLACE	ASHFIELD
66	404	1	MARKHAM	PLACE	ASHFIELD
67	505	1	MARKHAM	PLACE	ASHFIELD
68	506	1	MARKHAM	PLACE	ASHFIELD
69	507	1	MARKHAM	PLACE	ASHFIELD
70	508	1	MARKHAM	PLACE	ASHFIELD
71	510	1	MARKHAM	PLACE	ASHFIELD
72	509	1	MARKHAM	PLACE	ASHFIELD
73	501	1	MARKHAM	PLACE	ASHFIELD
74	502	1	MARKHAM	PLACE	ASHFIELD
75	503	1	MARKHAM	PLACE	ASHFIELD
76	504	1	MARKHAM	PLACE	ASHFIELD
77	605	1	MARKHAM	PLACE	ASHFIELD
78	606	1	MARKHAM	PLACE	ASHFIELD
79	607	1	MARKHAM	PLACE	ASHFIELD
80	608	1	MARKHAM	PLACE	ASHFIELD

Surveyor's Reference: 4387-18SP

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 16/04/2019	SP98956

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
81	609	1	MARKHAM	PLACE	ASHFIELD
82	610	1	MARKHAM	PLACE	ASHFIELD
83	611	1	MARKHAM	PLACE	ASHFIELD
84	601	1	MARKHAM	PLACE	ASHFIELD
85	602	1	MARKHAM	PLACE	ASHFIELD
86	603	1	MARKHAM	PLACE	ASHFIELD
87	604	1	MARKHAM	PLACE	ASHFIELD
88	701	1	MARKHAM	PLACE	ASHFIELD
89	702	1	MARKHAM	PLACE	ASHFIELD
90	703	1	MARKHAM	PLACE	ASHFIELD
91	704	1	MARKHAM	PLACE	ASHFIELD
92	G12	1	MARKHAM	PLACE	ASHFIELD
93	G13	1	MARKHAM	PLACE	ASHFIELD
94	G14	1	MARKHAM	PLACE	ASHFIELD
95	G15	1	MARKHAM	PLACE	ASHFIELD
96	G16	1	MARKHAM	PLACE	ASHFIELD
97	G17	1	MARKHAM	PLACE	ASHFIELD
98	G18	1	MARKHAM	PLACE	ASHFIELD

Surveyor's Reference: 4387-18SP

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

Office Use Only	Office Use Only
Registered: 16/04/2019	SP98956

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

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by **GANGHUI PTY LIMITED, ACN 165 853 332**

In accordance with section 127 of the Corporations Act:

Name: FU MING GUO
Authority: Sole Director / Secretary

Name:
Authority:

EXECUTED by **PLACE ASHFIELD FIRST MORTGAGE PTY LTD, ACN 623 187 520**

Mortgagee VIDE AN28894

pursuant to Section 127 of the Corporations Act 2001 (Cth):

Name: George ADAMS
Authority: Director

Name: DAN WHITE
Authority: DIRECTOR

Surveyor's Reference: 4387-18SP

Annexure 3
Dealings

Req:R266755 /Doc:SP 0098956 D /Rev:17-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:17-Apr-2019 11:06 /Seq:1 of 44
Ref:4387-18 /Src:M
SP98956

ePlan

Approved Form 7	Strata Plan By-laws	Sheet 1 of 44 sheet(s)
Registered: 16/04/2019	Office Use Only	Office Use Only SP98956

Instrument setting out the details of by-laws to be created upon registration of a strata plan

Strata By-Laws

'The Place' 1 Markham Avenue, Ashfield

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Approved Form 7	**Strata Plan By-laws**	Sheet 4 of 44 sheet(s)
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A. About the by-laws

Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a lot.

Who must comply with the by-laws?

Owners and occupiers must comply with the by-law The Owners Corporation must comply with the by-laws.

B. Common Property Rights By-Laws (if any)

Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing common property, the Common Property Rights By-Laws make owners responsible for the common property of which they exclusively use or have the benefit.

Interpreting this section

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

How to change a Common Property Rights Use By-Law

The Owners Corporation may, by special resolution:

(a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and

(b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

ePlan

Approved Form 7	**Strata Plan By-laws**	Sheet 5 of 44 sheet(s)
Registered: 16/04/2019	Office Use Only	Office Use Only SP98956

Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

(a) include those amounts in notices for your administrative fund or sinking fund contributions; and

(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

Repairing damage

You must repair damage you cause (or a visitor or someone acting on your behalf causes) to common property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

Additional insurances

In addition to your obligations under by-law 14, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

Approved Form 7	**Strata Plan By-laws**	Sheet 6 of 44 sheet(s)
Registered: 16/04/2019	Office Use Only	Office Use Only SP98956

USE OF LOTS

1. Residential Use

1.1 Residential Lots can only be used by owners or occupiers as follows:

(a) Permanent residential accommodation including under leases subject to the Residential Tenancies Act. Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;

(b) bedrooms must not be further divided, screened or partitioned in any way;

(c) the total number of adults residing in one Residential Lot must not exceed twice the number of approved bedrooms; and

(d) Owners, tenants or the Owners Corporation must not advertise or permit an agent or building manager to advertise a Residential Lot for short term accommodation or share accommodation.

2. Floor coverings

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

2.2 If an owner is replacing a floor finish within a lot with material that is not carpet, the minimum sound transmission standard to be achieved for the floor finish must be the following standards set by the Australian Association of Acoustical Consultants (**AAAC**):

Hard floor finishes 4 star rating

Soft floor finishes 6 star rating

or any other equivalent standard as set by the AAAC (or other equivalent or replacement body) from time to time.

2.3 An owner who wishes to change any flooring within a lot must:

(a) first apply to the Strata Committee for approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information to enable the Strata Committee to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied;

Approved Form 7	**Strata Plan By-laws**	Sheet 7 of 44 sheet(s)
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(b) prior to the installation of the flooring, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing, by a qualified acoustic consultant to be nominated by the Strata Committee; and

(c) following installation of the flooring, provide the Strata Committee with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with. The acoustic testing must be completed within 30 days of the completion of the flooring installation.

2.4 Any owner who replaces any flooring installed by the Original Owner takes sole responsibility for the cost of installation, repair, maintenance and replacement of the new floor covering and is solely responsible to the Owners Corporation if this by-law is not complied with.

2.5 Occupiers may not apply to the Strata Committee for permission to change floor coverings. The provisions of by-law 2.4 require that, all applications must come from lot owners.

3. Keeping of animals

3.1 Subject to section 139(5) of the Management Act, an owner or occupier of a lot may only keep the following within a lot:

(a) desexed cat/s, and/or

(b) small dog/s (not to exceed 14 Kg in weight);

but a maximum of 2 four-legged animals can be kept; and/or

(c) small caged bird/s, and/or

(d) fish kept in a secure aquarium on the lot.

The written approval of the Owners Corporation must be obtained before any owner or occupier will be permitted a variation on these restrictions. The Owners Corporation may delegate authority to vary these restrictions to the Strata Committee.

3.2 If an owner or occupier of a lot keeps any cat or dog on the lot then the owner or occupier must:

(a) notify the Strata Committee that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property or keep it on a lead, and

Approved Form 7	Strata Plan By-laws	Sheet 8 of 44 sheet(s)
Registered: 16/04/2019	Office Use Only	Office Use Only SP98956

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Rules

3.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

(a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and

(b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and

(c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:

(i) any noise which is disturbing to an extent which is unreasonable; and

(ii) for damage to or loss of property or injury to any person caused by the animal; and

(d) is responsible for cleaning up after the animal anywhere on the common property; and

(e) is liable to the Owners Corporation for any damage to the common property caused by the animal or for any cleaning expenses where the owner or occupier has failed to clean up after the animal; and

3.4 No Excluded Dog is permitted within a lot or common property at any time.

3.5 This by-law applies to any owner, occupier or visitor to the Building.

4. Noise

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

5. Cleaning windows, louvres and doors

5.1 An owner or occupier of a lot must keep clean all glass in windows and all doors and all louvres on the boundary of the lot, including so much as is common property if those windows, louvres and doors can be safely accessed by the owner or occupier from within his or her own lot.

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Registered: 16/04/2019	Office Use Only	Office Use Only SP98956

5.2 The Owners Corporation is responsible for the cleaning of all other glass and Building elements that are unable to be safely accessed from a lot.

5.3 Awnings and louvres on the external façade and balconies and balcony enclosures of the Building are integral to the architectural integrity of the Building, are for the benefit of the apartment adjacent to them and must be repaired, maintained and replaced by the Owners Corporation.

6. Garbage disposal and recycling

General requirements

6.1 Subject to these by-laws, owners and occupiers must not deposit or leave garbage or recyclable materials:

(a) on Common Property (other than in a Garbage Room or a garbage chute according to this by-law); or

(b) in an area of the Lot which is visible from outside the lot.

Requirements for Lots

6.2 Owners and occupiers of a lot must, at their cost:

(a) comply with any rules regarding the storage and removal of garbage and the use of the Garbage Rooms and garbage shutes;

(b) arrange for the regular removal of rubbish from the lot;

(c) ensure that rubbish receptacles in the lot are not visible from outside the lot; and

(d) ensure that rubbish receptacles in the lot are kept clean and do not omit odours.

6.3 Owners and occupiers must dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

Garbage Rooms

6.4 Unless otherwise advised by the Owners Corporation from time to time:

(a) Garbage Room A is for the use of the owners and occupiers of lots 1, 2, 3, 4, 5, 6, 7, 8 and 9;

Approved Form 7	**Strata Plan By-laws**	Sheet 10 of 44 sheet(s)
Registered: 16/04/2019	Office Use Only	Office Use Only SP98956

(b) Garbage Room B is for the use of the owners and occupiers of all Residential Lots other than lots 1, 2, 3, 4, 5, 6, 7, 8 and 9; and

(c) the Retail Garbage Room is for the use of the Retail Lots.

6.5 Owners and occupiers are liable for any damage caused to any other person or property following a breach of this by-law 6.

Obligations of the Owners Corporation

6.6 The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Rooms.

6.7 The Owners Corporation must clean, maintain, repair and arrange for the regular removal of rubbish and recyclable materials from the Garbage Rooms.

6.8 As a condition of the Development Consent, the Original Owner must enter into a Waste Collection Contract for the Strata Scheme (**Initial Waste Collection Contract**).

6.9 The Owners Corporation must:

(a) accept an assignment or novation of the Initial Waste Collection Contract or enter into a new Waste Collection Contract in a form and on terms required by Council; and

(b) at all times ensure that the Strata Scheme has the benefit of a Waste Collection Contract.

6.10 All garbage/recycling bins are to be kept in the garbage bin storage area in the main block. Bins are only to be placed in the designated pick up area on the day of garbage collection and are to be returned to the storage area immediately after collection.

6.11 By-laws 6.8 and 6.10 are Council requirements and any variation or repeal of those by-laws will be a contravention of the terms of the Development Approval.

7. Curtains etc

(a) Any blind, curtain, shutter or other treatment in a window or door, which faces public or common areas, must appear white from the outside of the Building.

(b) Vertical drapes are prohibited as window treatment in any window or door.

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8. Air conditioning in the Building

Within individual lots

8.1 All Air Conditioning Equipment is owned by and is the sole responsibility of the relevant lot owner, whether that equipment is located within a lot or within common property.

8.2 No Air Conditioning Equipment is to be placed on the street façade or be visible from outside the Building

8.3 Each lot owner:

(a) must maintain, replace or repair the Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority including those outlined in the Development Approval regarding the operation of the Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.4 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her Air Conditioning Equipment is located.

Within common property

8.5 Where air conditioning services common areas, the Owners Corporation owns the Air Conditioning Equipment installed.

8.6 The Owners Corporation:

(a) must maintain replace or repair the common property Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the common property Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority regarding the operation of the common property Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

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8.7 The cost of insuring, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the owners on a unit entitlement basis.

9. Kitchen Exhausts

9.1 Each lot owner is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust from within their lot excluding the outlet on the balcony (if applicable).

9.2 The Owner's Corporation is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust ducting within common property and the outlets. The kitchen exhaust outlets are externally ducted to an area above the balcony or through the facade of the building.

10. Hot water systems

10.1 The owner of each lot:

(a) has a special privilege to connect to and use the common property hot water system;

(b) must not interfere with the operation of the common property hot water system; and

(c) must comply with any directions given by the Owners Corporation in relation to the use and operation of the common property hot water system.

10.2 The Owners Corporation must operate, maintain, repair and replace the hot water system in accordance with the Building Code of Australia..

10.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

10.4 The cost of water supply is billed to the Owners Corporation and will be charged by the Owners Corporation to owners on a unit entitlement basis. Individual lot owners will be billed directly and separately for gas used to heat water.

11. Installation of audio/audio visual equipment/other fixtures/fittings to interlot walls and ceilings

11.1 Owners and occupiers must obtain the consent of the Strata Committee before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the inter lot wall or ceiling of a lot.

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11.2 The Strata Committee must consent to the proposed installation or attachment if the owner or occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.

11.3 Following installation of any equipment, the lot owner must provide the Strata Committee certificate/s from the structural and acoustic engineer that all works and installations have not compromised the structural or acoustic integrity of the walls or ceiling affected.

11.4 In undertaking any works to walls, whether intertenancy walls or otherwise:

(a) owners or occupiers must satisfy themselves as to whether the relevant wall or ceiling can bear the load of the equipment being installed; and

(b) owners or occupiers must not cut into fire rated walls (eg to conceal cabling or wiring) unless the works comply fully with the requirements of the Building Code of Australia to preserve the fire rating of the wall or ceiling.

12. Building Works

12.1 An Owner must not alter the structure of a lot without giving to the Owners Corporation at least 14 days' notice.

12.2 The notice under by-law 12.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated time period for the carrying out of the proposed alterations;

(b) the nature and extent of the proposed alterations; and

(c) whether any common property will be affected.

12.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

12.4 The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

13. Structural Support in the Building

13.1 An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed

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alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

13.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.

14. Change in use of lot to be notified

14.1 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).

14.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the relevant Council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the Council consent must be furnished to the Owners Corporation.

14.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

15. Storage of inflammable liquids and other substances and materials

15.1 An owner or occupier of a lot must not, except with the approval in writing of the Strata Committee, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

15.2 This by-law does not apply to chemicals, liquids, gases or other material:

(a) used or intended to be used for domestic purposes;

(b) used or intended to be used in accordance with any approval obtained in relation to the use or occupation of a Retail Lot; or

(c) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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16. Security Keys

16.1 The Strata Committee may restrict access to the Building or parts of the Building by means of Security Keys.

16.2 The Strata Committee must make Security Keys available to:

(a) Owners and occupiers; and

(b) persons authorised by the Strata Committee or Owners Corporation.

16.3 The Security Keys provided to persons under by-law 16.2 need only provide access to the parts of the Building which those persons are entitled to access.

16.4 The Strata Committee may charge a reasonable fee for a Security Key required by an owner of a lot and retain a bond/deposit in relation to issue of Security Keys.

16.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Strata Committee.

16.6 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;

(b) immediately notify the Strata Committee if the Security Key is lost, stolen or misplaced;

(c) when requested by the Strata Committee, immediately return the Security Key to the Strata Committee; and

(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

17. Signage

17.1 Owners or occupiers must not, without the consent of the Strata Committee, erect flags, banners, advertising or other signs on or within the lots, including courtyards that are visible from outside the Building. This restriction includes, without limitation, signs that advertise that the lot is for sale or available for lease.

17.2 The Strata Committee may require owners or occupiers of lots to take down any sign servicing their lot that is unauthorised or does not comply with this by-law or any other condition imposed by the Strata Committee. If any direction by the Strata Committee

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to remove a sign is breached or ignored by the owner or occupier, the Strata Committee may remove or procure the removal of the offending sign at the cost of the relevant owner or occupier.

18. Security System

Owners and occupiers must not interfere with or damage the Security System and must promptly notify the Owners Corporation if any part of the Security System is defective, damaged or malfunctioning.

19. Electrical

Owners or occupiers must not overload the electrical facilities provided to their lots. If overloading occurs, all costs associated with repairs to the lot or the Building are the sole responsibility of the party causing the overload.

20. Integrity of Fire Systems

20.1 Owners and occupiers must not interfere with or damage any fire safety device or equipment nor activate any device except in the case of emergency or where these is risk of damage or injury to the parcel or any person within the parcel.

20.2 Owners and occupiers must:

(a) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;

(b) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the parcel;

(c) promptly notify the Owners Corporation of a risk or fire hazard within the parcel;

(d) must not change the type of lock installed on the front door to any lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with by-law 40.3. This is because, for fire safety access reasons, all doors in the Building must have similar locking devices;

(e) notify the Owners Corporation before changing any lock to any other door in a lot or adding additional locking devices to any other door in a lot;

(f) on receiving notice from the Owners Corporation that an inspection is required, provide access to the lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.

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(g) allow annual access to the lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the lot.

20.3 Despite the provisions of this by-law, owners and occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their lots.

20.4 If owners or occupiers breach this by-law, the Owners Corporation has the right to enter into any lot to repair or rectify any breach and to recover the cost of doing so as a debt against the owner.

20.5 The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to any other relevant person or entity (eg caretakers, building managers or concierges).

21. Storage spaces

21.1 If a lot comprises or includes a storage space the owner or occupier of that lot must:

(a) keep that storage space in good repair;

(b) keep that storage space in a clean, hygienic condition, free of rodents and other infestations;

(c) not store flammable, explosive, dangerous or perishable items or substances in that storage space; and

(d) at their own expense, comply with all laws about that storage space including any requirements of Council, Government Agencies and the Owners Corporation.

21.2 If sprinkler heads are within or close to a storage space the owner or occupier of that lot must ensure that:

(a) the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time; and

(b) items in that storage space are not stored to ceiling height so as to interfere with sprinkler heads and are stored away from any existing motorised dampers and exhaust vents.

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BALCONIES/ COURTYARDS

22. Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

23. Appearance of lot and balcony

23.1 The owner or occupier of a lot must not store or display any item in a lot or on a balcony which is visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the Building.

23.2 The owner or occupier of a lot must not install a roller shutter over any entrance, door or windows to their lot.

24. Balconies and gardens

24.1 Balconies/courtyards within the Building are not to be enclosed by any awnings, louvres, screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This by-law does not cover any awnings, louvres, screens, blinds, windbreaks, wind or sunscreens, enclosures or similar structures that were installed by the Original Owner as permitted by the Development Approval.

24.2 An owner or occupier must not alter or remove any awning, louvre, balcony enclosure, window restrictor or other similar structure or apparatus installed by the Original Owner.

24.1 By-law 24.2 is a Council requirement and any variation or repeal of this by-law will be a contravention of the terms of the Development Approval.

24.2 An owner or occupier must keep all internal landscaping (including any water feature or irrigation system installed by an owner or occupier) and balconies clean, tidy and well maintained and repair or reinstate any common property damaged by the internal landscaping.

24.3 Should owners or occupiers fail to repair or reinstate common property in accordance with by-law 24.2 the Owners Corporation has the right to enter the lot and repair or reinstate the common property at the cost of the owner.

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24.4 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

25. Landscaping

25.1 Where landscaping within lots reaches or extends into common property and is compatible with common landscaping on the common property, owners and occupiers must keep the planting consistent with the common property planting.

25.2 As a general rule, the theme of the landscaping throughout the Building is specified and approved by Council and the nature and seam of the landscaping should not be changed without Council approval.

26. Water on balconies

26.1 Owners and occupiers, when watering plants, washing windows or cleaning balconies must:

(a) attempt to ensure that no water escapes from their balconies; and

(b) not flush water or any waste down the balcony floor drain. These are designed to take minimal overflow only and are not for general drainage purposes or for overuse.

26.2 Owners and occupiers are responsible for any damage caused to any other person, property, common property or Building plant and equipment caused by any breach of this by-law.

27. Furniture and possessions on balconies

27.1 Owners and occupiers of lots must ensure that any furniture, barbeques, seating, dining settings, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:

(a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;

(b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;

(c) any umbrellas used must be weighted at the base;

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(d) umbrellas must never be left up when balcony is not in use or in high winds; and

(e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

27.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

27.3 Owners and occupiers may store and operate a portable barbecue on the balcony of a lot if:

(a) it is a type approved according to by-law 27.4;

(b) it will not (or is not likely to) cause damage;

(c) it is not (or is not likely to become) dangerous;

(d) it is covered when being operated; and

(e) it is kept clean and tidy,

provided owners and occupiers comply with by-law 27.5.

27.4 Owners and occupiers may store and operate the following types of portable barbecues on the balcony of a lot:

(a) a covered kettle style portable barbecue;

(b) a covered gas or electric portable barbecue; and

(c) any other type approved by the Owners Corporation

27.5 Owners and occupiers must:

(a) not store or operate a portable barbecue on the balcony of a lot if that portable barbecue has no cover;

(b) only operate barbecues during the hours of 9.00am and 9.00pm or otherwise during hours approved by the Owners Corporation;

(c) not permit smoke, odours or noise associated with the use of a portable barbecue on the lot to be emitted on to other lots in the Building to the extent which may cause a nuisance to other owners and occupiers in the Building.

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28. Satellite dishes

Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the Building.

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CARPARKS

29. Vehicles

29.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation. Without limitation, this includes any common property parking spaces and service areas.

29.2 The Owners Corporation may delegate the granting of consent under by-law 29.1 to the Strata Committee.

29.3 Car parking spaces (including common property parking spaces), service vehicle bays and access driveways must be kept clear of goods and must not be used for storage purposes, including garbage storage.

30. Use of Car parking and Motorcycle Spaces

30.1 On-site car parking spaces, except car spaces for service vehicles and visitors, must only be used by occupants of the Building.

30.2 Owners and occupiers are not permitted to lease, licence or transfer ownership of any car parking space or motorcycle space to any person other than an occupant of the Building. An owner or occupier of a lot must not cause or permit a boat, trailer or unregistered vehicle to be parked (or remain parked), or any other item which the Owners Corporation considers may be hazardous, in a car parking space or motorcycle space and must immediately on demand of the Owners Corporation remove from the parcel any boat, trailer or unregistered vehicle so parked in breach of this by-law that is owned by them, is in their possession, or is under their control.

30.3 An owner or occupier must not install a bollard or other similar device within a car parking space or motorcycle space without the prior written approval of the Owners Corporation.

30.4 A motorcycle space must only be used for parking one motorcycle or scooter and that motorcycle or scooter must be currently registered, in good working order and actively used at least on a weekly basis.

31. Common property parking

Car wash bay

31.1 Owners or occupiers may use any designated car wash bay

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(a) between the hours of 7:00am to 10:00pm or other hours nominated by the Strata Committee; and

(b) only for the purpose of washing cars.

31.2 When using the carwash bay, an owner or occupier must:

(a) not unreasonably obstruct the use of the car wash bay by other owners and occupiers;

(b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;

(c) ensure any water plashing does not affect any adjoining car spaces;

(d) turn off all taps used; and

(e) leave the car wash bay clean and tidy.

Visitor car spaces

31.3 An owner or occupier must not park their vehicle in a visitor car parking space.

31.4 A visitor may park a vehicle in visitor car parking space for a consecutive period of up to 12 hours at any one time only for the purpose of visiting an owner or occupier.

31.5 The visitor car parking spaces are to be maintained free of obstruction and are for the exclusive use of visitors.

32. Adaptable spaces

32.1 Certain car spaces within the Building are adaptable spaces, created to be used by persons with impaired mobility. This by-law applies only to those spaces.

32.2 Some of these adaptable spaces are created in “pairs”. Each “pair” of adaptable spaces has an area of common property between them (**Pair**). Each Pair has joint exclusive use and enjoyment of the common property that is located between each of the spaces.

32.3 Some of these adaptable spaces have an area of common property beside them. These adaptable spaces have joint exclusive use and enjoyment of the common property beside that space.

32.4 These shared spaces are intended to provide the user of the adjacent adaptable space with additional room and facility to move in and out of motor vehicles that adjoin the relevant shared space. Each shared space must be kept clear of any

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objects that would impede the intended use of the shared space and, without limitation, must not be used for additional parking or storage.

32.5 The shared space may be fitted with a bollard or similar device to ensure compliance with by-law 32.4.

32.6 The relevant owner or occupier of the car space adjoining the shared space is liable for any damage caused to the shared space or any locking device within the shared space that they damage. The owners and occupiers of the car spaces adjoining the shared space are jointly liable for keeping the shared space clean and tidy and free of impediment to use. Otherwise, the Owners Corporation is liable for the repair and maintenance of the shared space and any bollard or locking device installed within the shared space.

32.7 The provisions of Part B of these by-laws apply to this by-law.

33. Storage of Bicycles

33.1 An owner or occupier must not:

(a) permit any bicycle to be stored in the common property except in designated areas; nor

(b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building.

33.2 Owners and occupiers storing bicycles in designated storage areas do so at their own risk.

33.3 Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, or any other part of common property.

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COMMON PROPERTY AND BEHAVIOUR ON COMMON PROPERTY

34. Roof Areas

34.1 The only access to roof areas is for cleaning/maintenance purposes by authorised personnel only.

34.2 Any person accessing the roof area with the authority of the Owners Corporation must adhere to any relevant access and safety requirements as issued by the Owners Corporation from time to time. At a minimum, these access and safety requirements should cover use of any access and safety systems installed within the Building and adherence to relevant occupational health and safety legislation or guidelines.

35. Moving furniture and other objects on or through common property

35.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the Building unless at least 2 business days' notice has first been given to the Strata Committee or any other delegate of the Strata Committee so as to enable protective covering to be installed in lifts, a lift key to be booked and to enable a representative to be present at the time when the owner or occupier does so.

35.2 All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:

(a) via the Loading Bay;

(b) without obstruction of any other person, property, or public way;

(c) using only the lift that has been reserved and fitted with protective covering;

(d) trucks must be suitable to enter the Loading Bay and may not park in any way as to impede orderly flow of traffic to and from the car park and Loading Bay or park on other common property; and

(e) moves not booked in accordance with by-law 35.1 will be turned away until by-law 35.1 has been complied with.

35.3 Owners and occupiers are liable for any damage caused to any person, property or common property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured.

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35.4 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or person or personal property during the moving of furniture and other objects through common property.

36. Loading Bay

36.1 When using the Loading Bay, the owners and occupiers of lots must:

(a) keep the Loading Bay clean and tidy and in good condition;

(b) ensure that no garbage, recyclable materials or food is stored in the Loading Bay other than in areas designated for the storage of garbage receptacles;

(c) repair any damage they cause to the Loading Bay or reimburse the Owners Corporation on demand for the cost of repairing any such damage;

(d) comply with Rules regarding the Loading Bay; and

(e) ensure that they do not unnecessarily disturb other owners and occupiers when using the Loading Bay.

36.2 The Owners Corporation, or where authorised by the Owners Corporation, the Strata Committee, may adopt rules regarding the use of the Loading Bay by owners and occupiers.

37. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

38. Damage to lawns and plants on common property

38.1 An owner or occupier of a lot must not:

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

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

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39. Damage to common property

39.1 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 without the approval in writing of the Owners Corporation.

39.2 An approval given by the Owners Corporation under by-law 39.1 cannot authorise any additions to the common property.

39.3 This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

provided that such structure or device complies with the relevant fire safety standards or code and the Owner provides the original owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the screen, structure or device complies with the relevant fire safety standards or code.

39.4 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building. Any screen door or flyscreens must be colour matched to the relevant door, wall or window and such colour matching must be approved by the Owners Corporation prior to installation.

39.5 The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 39.3 that forms part of the common property and that services the lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 39.3 that forms part of the common property and that services the lot.

39.6 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

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40. Apartment Entry Door Modifications

40.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

40.2 Alterations or modifications to apartment entry doors require prior approval in accordance with by law 41.3.

40.3 If an Owner or Occupier applies to the Owners Corporation for consent under this by-law, that Owner or Occupier must provide the Original Owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.

41. Insect screens

41.1 An owner or occupier must not install Insect Screens to an entry door to a lot.

41.2 An owner or occupier may install Insect Screens which face the exterior of the Building so long as the Insect Screen is finished in a powdercoated finish and is the same colour as the window/door frame. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

42. Behaviour of owners and occupiers / smoking

42.1 Smoking on or within common property is prohibited. Owners and occupiers are responsible for the actions of their visitors and invitees and must make them aware of this prohibition.

42.2 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.

43. Children playing on common property in Building

43.1 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.

43.2 Owners and occupiers must not permit any child of whom the owner or occupier has control to make excessive noise on common property or within lots (eg open balconies) so as to disturb the peaceful enjoyment of other owners and occupiers.

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44. Behaviour of invitees

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

45. Depositing rubbish and other material on common property

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

46. Notice board

46.1 The Owners Corporation will maintain a notice board on Common Property for the purpose of communicating with you.

46.2 If the Owners Corporation posts a notice of a meeting of the Owners Corporation on the notice board you will be deemed to have received that notice within 48 hours of the time of its posting.

47. Lifts

47.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within common property within the Building (**Service Contract**). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

47.2 The cost of the Service Contract for the Building lifts is payable by all lot owners on a unit entitlement basis.

47.3 Owners and occupiers must:

(a) not allow children to operate any lifts; and

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and

(c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

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47.4 If an owner or occupier damages a lift or any part of the common property, that owner or occupier is responsible for the costs of repair to the Owners Corporation.

48. Access to services and plant and equipment rooms

48.1 Section 122 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122.

48.2 Owners and occupiers of lots must allow access to the Owners Corporation, the Strata Committee, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Strata Committee or the Strata Managing Agent must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

49. Rules for Community Room on Ground Floor

49.1 The owner or occupier of a lot must not use the Community Room outside the opening hours nominated by the Owners Corporation.

49.2 The owner or occupier of a lot must ensure that any invitee of the owner or occupier does not use the Community Room unless that invitee is accompanied at all times by the owner or occupier during the invitee's use of the Community Room.

49.3 The owner or occupier of a lot at all times must not, and must ensure that all invitees of the owner or occupier do not:

(a) smoke in the Community Room;

(b) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Community Room by another owner or occupier; and

(c) allow any child under the age of 12 to access or use the Community Room unless accompanied by an adult exercising effective control over that child.

49.4 The Owners Corporation may:

(a) restrict access to the Community Room by Security Key; and

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(b) make rules about using the Community Room, including without limitation, rules regarding the maximum number of visitors which an owner or cccupier may bring into the Community Room at one time.

50. Rules

50.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and the parcel.

50.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

50.3 The rules bind owners, occupiers and a mortgagee in possession of a lot.

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GENERAL

51. Other service agreements

51.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Approval or for the good order and management of the Building.

51.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

52. Agreement with Building manager

52.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.

52.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.

52.3 The agreement may specify the Building Manager duties, which may include:

(a) caretaking, supervising and servicing the common property;

(b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;

(c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson;

(d) supervising any Owners Corporation employees or contractors;

(e) supervising the Building generally;

(f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building;

(g) managing and providing security keys and access cards;

(h) monitoring and calculating air conditioning consumption data;

(i) providing concierge services; and

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(j) co-ordination of rubbish removal.

52.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.

52.5 Owners and occupiers must not:

(a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or

(b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

53. Sewer Venting Services System

53.1 The Building incorporates sewer venting services from the basement levels of the building to the roof and is designed and installed in accordance with Australian Plumbing Standards.

53.2 The Owners Corporation must ensure the sewer venting services in the building remain un-altered and operational at all times as per the approved design and installation which has been documented in the 'work as executed' plumbing drawings in the 'Owners Corporation manual'.

53.3 The sewer venting services must not be altered, amended, changed, reconfigured, blocked, obstructed or affected in any way, without the prior written consent of the relevant authority which includes Sydney Water Corporation.

53.4 If the Owners Corporation fails to comply with its obligations under this by-law, the relevant approval authorities, which include Sydney Water Corporation, may complete any necessary works to the sewer venting services, including gaining immediate unrestricted access, to return the sewer venting services to its original configuration, to ensure its correct operation in accordance with their respective approval requirements which will be at the expense of the Owners Corporation. If any approved authorities alterations are carried out to the sewer venting services then the amended work as executed plumbing drawings are to be submitted to the NSW Plumbing Regulator for their records.

54. Provision of Amenities or Services

54.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including.

(a) window cleaning;

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(b) garbage disposal and recycling services;

(c) electricity, water or gas supply;

(d) telecommunication services; and

(e) security services.

54.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

54.3 The Owners Corporation may delegate entry of all or any service agreements to the Strata Committee.

55. Electronic service of notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

56. Embedded Network

56.1 The Owners Corporation has the power to appoint and enter into agreements with a supplier for the installation of an embedded electrical, solar and natural gas network for the supply of electricity, solar, broadband and natural gas to the Building for use in the hot water plant, internet services and gas cookers.

56.2 The Owners Corporation has the power to supply electricity, solar, broadband and natural gas to lots in the Building and may make arrangements with owners and occupiers of lots about paying for electricity, internet services and natural gas supplied under this by-law.

56.3 The Owners Corporation may enter into agreements with the electricity, solar, broadband and natural gas supplier during the initial period for the Building.

56.4 An Owner may enter into an agreement or agreements with a supplier for use of electricity, solar, broadband or natural gas through the embedded electrical, solar, broadband and natural gas networks.

56.5 If the Owners Corporation enters into an agreement with a supplier during the initial period for the Building:

(a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or such other minimum period permitted by law); and

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(b) the Owners Corporation may agree to pay the electricity, solar, broadband and natural gas supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the electricity, solar, broadband and natural gas supplier that will be payable if the electricity, solar, broadband and natural gas supplier is not appointed by the Owners Corporation at the first annual general meeting.

56.6 If the Owners Corporation enters into an agreement with an electricity, solar, broadband and natural gas supplier after the initial period for the Building:

(a) the term of the agreement may be for the period agreed by the Owners Corporation (but not exceeding the maximum permitted by law); and

(b) the pricing of the electricity, solar, broadband and natural gas supplier under the agreement may be as agreed by the Owners Corporation.

56.7 An agreement between the Owners Corporation and a electricity, solar, broadband and natural gas supplier must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the electricity, solar, broadband and natural gas supplier does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Owners and Occupiers to opt out of purchasing electricity, solar, broadband and natural gas from the supplier and the process for opting out.

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GENERAL

57. Retail By-laws

57.1 These by-laws apply to the Retail Lots only.

57.2 In the event of any inconsistency between these Retail By-laws and the other by-laws within this instrument, the Retail By-laws prevail to the extent of the inconsistency.

58. Fit Out and Fit Out Manual

58.1 In addition to its powers under the Management Act, the Owners Corporation has the power to adopt a Fit Out Manual to control, without limitation:

(a) the internal fit out of Retail Lots;

(b) alterations to Common Property which an owner or occupier may carry out in order to fit out their Retail Lot;

(c) signs which an owner or occupier may erect in their Retail Lot or on Common Property;

(d) the colour and style of blinds, curtains, louvres and other window coverings which an owner or occupier may install in their Retail Lot; and

(e) acoustic requirements for Retail Lots.

58.2 The Owners Corporation, owners and occupiers of Retail Lots must comply with the Fit Out Manual.

58.3 The Fit Out Manual may approve certain types of works in a Retail Lot or on Common Property (eg authorise you to erect a certain type of sign in your Retail Lot or make alterations to Common Property in order to fit out your Retail Lot). You do not need to obtain consent from the Owners Corporation under the by-laws to carry out work that is authorised or approved under the Fit Out Manual. However, before you start any fit out works you must obtain the Owners Corporations' written approval of your fit out plans, which approval will be given if your fit out plans comply with the Fit Out Manual.

58.4 The Owners Corporation may change the Fit Our Manual at any time. If the Owners Corporation does so change the Fitout Manual, the change will not be binding on the owners and occupiers of Retail Lots until written notice of the change is given to the owners of Retail Lots.

58.5 The following apply to any shopfront for a Retail Lot:

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(a) if a shopfront (including doors and windows) or any part of a shopfront forms part of the Common Property, the owner the Retail Lot will have the exclusive use of that shopfront.

(b) the owner of the Retail Lot must at its cost repair, replace and maintain the shopfront in good condition and repair and in keeping with the standard of the Building.

(c) if the shopfront is constructed after registration of the Strata Plan the owner of the Retail Lot must comply with the Fitout Manual and these by-laws relating to the performance of fitout works.

58.6 In the event of any inconsistency between these by-laws and the Fit Out Manual, the by-laws prevail to the extent of the inconsistency.

59. Use of Retail Lot

59.1 The owner and occupier of a Retail Lot must:

(a) comply with the Fit Out Manual in regard to fitting out the lot;

(b) keep the lot clean and tidy and in good repair and condition;

(c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services the lot (whether or not the owner or occupier made the installation or alteration);

(d) notify the Owners Corporation if there is a change of the existing use of the Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and

(e) at their expense, comply with all laws about the lot including, without limitation, requirements of Government Agencies.

59.2 Subject to the Fit Out Manual, the owner and occupier of a Retail Lot must have consent from the Owners Corporation to:

(a) carry out building works in the lot;

(b) subject to their rights under the by-laws, keep anything in the lot that is visible from outside the lot and is not in keeping with the appearance of the Building;

(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in the lot if they are visible from outside the lot;

(d) install an intruder alarm with an audible signal; or

(e) attach or hang an aerial or wires outside the lot.

59.3 Subject to the Fit Out Manual, window coverings (eg curtains, blinds and louvres) in a Retail Lot must be:

(a) in keeping with the appearance of the Building; and

(b) of a standard commensurate with the standard of the Building.

59.4 The owner or occupier of a Retail Lot must clean the glass in windows and doors of the lot (even if they are Common Property) unless they cannot be accessed safely.

59.5 The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in a lot, the owner and occupiers of that lot are excused from their obligations under by-law 59.4 for the period the Owners Corporation resolves to clean the glass.

59.6 Retail Lots may only be used during the hours approved by Council and any other relevant Government Agencies.

59.7 The owner and any occupier of a Retail Lot must:

(a) observe any maximum floor loadings nominated by the Owners Corporation and must not permit the floors of any Retail Lot or Common Property to be broken, strained or damaged by overloading; and

(b) not install any safe or other heavy equipment except in such position and subject to such conditions as a competent certifying engineer nominated or approved by the Owners Corporation from time to time may approve in writing.

60. Exclusive use of Grease Traps

60.1 This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner who has special privileges under this by-law. Part B of these by-laws applies to this Common Property Rights By-Law.

Special Privilege Rights

60.2 There are two Grease Traps in the Building. Each Retail Lot is able to connect to and use one of the Grease Traps.

60.3 The owner of a Retail Lot who connects that Retail Lot to a Grease Trap has, along with other owners of Retail Lots which connect to a Grease Trap:

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(a) a special privilege to connect to and use, the Grease Trap that is designated for use by that owner's Retail Lot; and

(b) a special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect that owner's Retail Lot to the Grease Trap.

Interpreting this by-law

60.4 In this Common Property Rights, "the owner" means each owner or occupier of a Retail Lot that is connected to the Grease Trap.

Owner Obligations

60.5 The owner must, at its cost:

(a) properly maintain and repair, and where necessary, replace, any pipes, wires, cables and ducts installed according to this Common Property Rights By-Law to connect the owner's Retail Lot to the Grease Trap (whether or not the owner installed them);

(b) arrange for regular pump outs of the Grease Trap and removal of trade waste;

(c) comply with the requirements of Government Agencies for grease arrestors;

(d) comply with the reasonable requirements of the Owners Corporation about exercising the rights and obligations under this by-law.

Owners Corporation Obligations

60.6 The Owners Corporation must carry out structural maintenance, repairs and replacements of the Grease Trap.

Paying for the Grease Trap

60.7 Each owner must pay the costs incurred by the Owners Corporation under by-law 60.6 ("Owners Corporation Obligations") in shares proportional to the unit entitlement of each owner in relation to the total unit entitlements of all Retail Lots which are connected to the Grease Trap.

60.8 The Owners Corporation may perform the owner's obligations under this Common Property Rights By-law if the owner requests or if the owner fails to comply with the owner's obligations under this Common Property Rights By-law, in which event the owner must pay the Owners Corporation's costs of doing so. The Owners Corporation may:

(a) include the costs in notices for the administrative fund or sinking fund contribution of the owner; or

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(b) require the owner to pay its costs on request or in advance.

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DICTIONARY

Undefined strata title terms (eg "common property", "lot", "parcel", "strata scheme") have the same meaning as in the Management Act and the Development Act.

Air Conditioning Equipment means an air conditioner inside a lot or on or within the roof or basement of the Building and includes air conditioning plant and equipment; pipes, wires, cables, coils, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

Bicycle Storage Area means any areas of common property designated for bicycle storage.

Building refers to the building or buildings within the Strata Scheme.

Building Manager means the person or company appointed to manage the Building under the terms of these by-laws.

Common Property Rights By-Law means a by-law created pursuant to the Management Act whereby one or more lot owners have exclusive rights or privileges over part or parts of the common property.

Community Room means that part of the common property designated as the community room by the Owners Corporation.

Council means Inner West Council.

Development Act means the Schemes Development Act 2015 (NSW).

Development Approval means development approval No. 10.2014.326 or any modification of it.

Excluded Dog means:

(c) American pit bull terrier or pit bull terrier,

(d) Japanese tosa,

(e) dogo Argentino,

(f) fila Brasileiro,

(g) any other dog of a breed, kind or description whose importation into Australia is prohibited by or under the *Customs Act 1901* of the Commonwealth, or

(h) any dog declared by an authorised officer of a council under the *Companion Animals Act 1998* (or the regulations passed under that Act) to be a restricted dog.

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Fit Out Manual means the guidelines for fitout adopted by the Owners Corporation from time to time.

Garbage Room means the garbage rooms for the Building, including without limitation, Garbage Room A, Garbage Room B and the Retail Garbage Room.

Garbage Room A means the garbage room on Basement Level 1 marked "A" on the strata plan.

Garbage Room B means the garbage room on Basement Level 1 marked "B" on the strata plan.

Government Agency means any government semi government or local government, statutory or public or other authority having jurisdiction over the Building. It includes the Council.

Grease Trap means the two common property grease arrestors, which include all pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump of the grease arrestors.

Insect Screens means any fly screen or other external screen or door which is attached to windows or doors.

Loading Bay means the loading bay on Basement Level 1 as designated on the strata plan.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Original Owner means Ganghui Pty Limited.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Residential Lot means any lot in the strata scheme that is designated by the Council and/or the Development Approval for residential purpose or use.

Residential Tenancies Act means the Residential Tenancies Act 2010 (NSW).

Retail Garbage Room means the garbage room on the Ground Floor of the Building.

Retail Lot means any lot in the strata scheme that is designated by the Council and/or the Development Approval for a retail or commercial purpose or use.

Security Keys means a key, magnetic card or other device or information used to open and close common property doors, gates or locks or to operate alarms, security systems or communication systems.

Security System includes the closed circuit television system and all lighting in the basement and along pedestrian access routes.

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Sprinkler Area means the area 500mm immediately below all sprinklers.

Strata Committee has the same meaning as in the Management Act.

Strata Managing Agent has the same meaning as in the Management Act.

Waste Collection Contract means a contract with a private waste collection service contractor to provide waste collection services.

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EXECUTIONS

Executed by **Ganghui Pty Ltd ACN 165 853 332** pursuant to Section 127 of the Corporations Act 2001 (Cth):

Secretary/Director

Print name

S/C

Director/Secretary

FU MING GUO

Print name

Execution by Mortgagee

Executed by **Place Ashfield First Mortgage Pty Ltd ACN 623 187 520** pursuant to Section 127 of the Corporations Act 2001 (Cth):

Secretary/Director

DAN A WHITE

Print name

Director

George Abdul

Print name

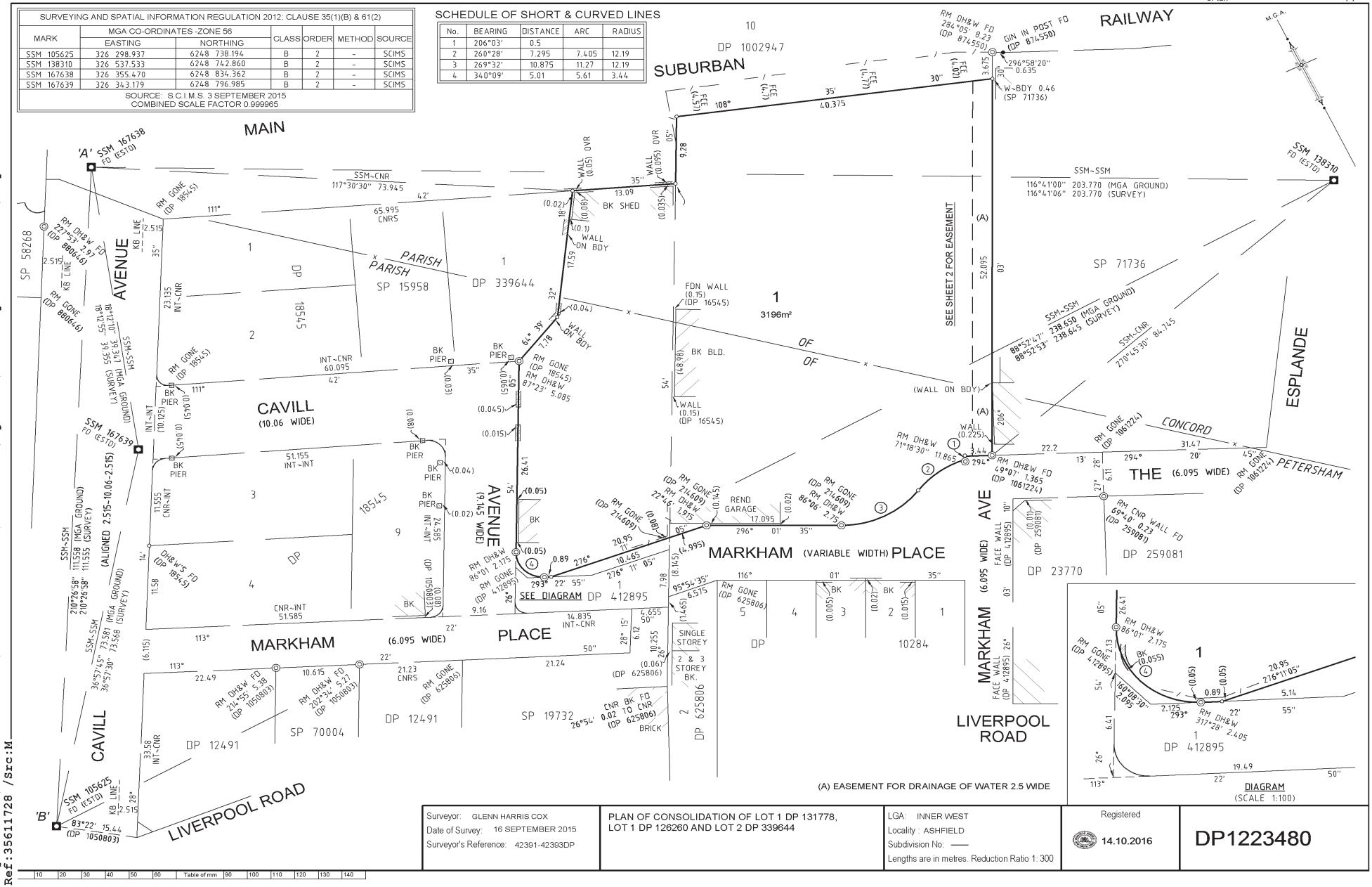
InfoTrack

PLAN FORM 2 (A2) DP1223480 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 2 sheet(s)

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)						
MARK	MGA CO-ORDINATES -ZONE 56		CLASS	ORDER	METHOD	SOURCE
	EASTING	NORTHING				
SSM 105625	326 298.937	6248 738.194	B	2	-	SCIMS
SSM 138310	326 537.533	6248 742.860	B	2	-	SCIMS
SSM 167638	326 355.470	6248 834.362	B	2	-	SCIMS
SSM 167639	326 343.179	6248 796.985	B	2	-	SCIMS
SOURCE: S.C.I.M.S. 3 SEPTEMBER 2015 COMBINED SCALE FACTOR 0.999965						

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	206°03'	0.5		
2	260°28'	7.295	7.405	12.19
3	269°32'	10.875	11.27	12.19
4	340°09'	5.01	5.61	3.44



Surveyor: GLENN HARRIS COX Date of Survey: 16 SEPTEMBER 2015 Surveyor's Reference: 42391-42393DP	PLAN OF CONSOLIDATION OF LOT 1 DP 131778, LOT 1 DP 126260 AND LOT 2 DP 339644	LGA: INNER WEST Locality : ASHFIELD Subdivision No: —— Lengths are in metres. Reduction Ratio 1: 300	Registered 14.10.2016	DP1223480

Req:R289140 /Doc:DP 1223480 P /Rev:14-Oct-2016 /Sts:SC.OK /Pgs:ALL /Prt:24-Apr-2019 15:31 /Seq:1 of 7
Ref:35611728 /Src:M

PLAN FORM 2 (A2) DP1223480 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 2 sheet(s)

Req:R289140 /Doc:DP 1223480 P /Rev:14-Oct-2016 /Sts:SC.OK /Pgs:ALL /Prt:24-Apr-2019 15:31 /Seq:2 of 7
Ref:35611728 /Src:M

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4	340°09'	5.01	5.61	3.44

(A) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE

10
DP 1002947

108° 35' 30" 40.375 (2.52)

26° 54' 05" 9.28

111° 42' 35" 13.09

18' 17.59

32°

64° 39' 7.18

1
DP 339644

1

(A) 30" 52.095 03' 206°

SP 71736

(A)

(2.5)

1 294° 13' 3.44

05" 54' 26.41

CAVILL AVENUE

THE ESPLANADE

2

3 17.095 296° 01' 35"

MARKHAM PLACE

26°

4 293°22'55" 0.89 2.16° 20.95 11' 05"

1
DP 412895

Surveyor: GLENN HARRIS COX Date of Survey: 16 SEPTEMBER 2015 Surveyor's Reference: 42391-42393DP	PLAN OF CONSOLIDATION OF LOT 1 DP 131778, LOT 1 DP 126260 AND LOT 2 DP 339644	LGA: INNER WEST Locality : ASHFIELD Subdivision No: —— Lengths are in metres. Reduction Ratio 1: 200	Registered 14.10.2016	DP1223480

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

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 14.10.2016

Title System: TORRENS

Purpose: CONSOLIDATION

Office Use Only

DP1223480

PLAN OF CONSOLIDATION OF LOT 1 DP131778, LOT 1 DP126260 AND LOT 2 DP339644

LGA: INNER WEST

Locality: ASHFIELD

Parish: PETERSHAM & CONCORD

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, GLENN HARRIS COX

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

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 16/9/15

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

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

Signature: ..... Dated: 28/10/15

Surveyor ID: 875

Datum Line: "A"-"B"

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.

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

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

Plans used in the preparation of survey/compilation.

DP18545	DP625806	SP71736
DP126260	DP874550	
DP131778	DP880646	
DP259081	DP1002947	
DP339644	DP1050803	
DP412895	DP1061224	

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 42391-42393DP

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 14.10.2016

PLAN OF CONSOLIDATION OF LOT 1 DP131778, LOT 1 DP126260 AND LOT 2 DP339644

Office Use Only

DP1223480

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.

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

1. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	5	MARKHAM	PLACE	ASHFIELD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42391-42393DP

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 14.10.2016

Office Use Only

DP1223480

PLAN OF CONSOLIDATION OF LOT 1 DP131778, LOT 1 DP126260 AND LOT 2 DP339644

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

Subdivision Certificate number: ——

Date of Endorsement: ——

EXECUTED by)
Ganghui Pty Ltd)
ABN 87 165 853 332)
in accordance with Section 127)
of the Corporations Act)

Fuqiang Guo
.....
Signature of Director

.....
Signature of Director/secretary

GUO FUQIANG
.....
NAME (please print)

Haibin Huang
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42391-42393DP

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 14.10.2016

Office Use Only

DP1223480

PLAN OF CONSOLIDATION OF LOT 1 DP131778, LOT 1 DP126260 AND LOT 2 DP339644

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

Subdivision Certificate number: —

Date of Endorsement: —

Execution by Inner West Council

Inner West Council by its authorised delegate pursuant to s.377 Local Government Act 1919

.....(Signature of delegate)

PHIL SARIN .....(Name of delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness).....

(Name of Witness) ATALAY BAS

(Address of Witness) 260 Liverpool Road, Ashfield

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42391-42393DP

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only

Registered: 14.10.2016

Office Use Only

DP1223480

PLAN OF CONSOLIDATION OF LOT 1 DP131778, LOT 1 DP126260 AND LOT 2 DP339644

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

Subdivision Certificate number: —

Date of Endorsement: —

Consent of Mortgagee

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence.

Signature of Witness

Yee Yan Cheng

Name of Witness

3f York Street Sydney

Address of Witness

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

Signature of Attorney

Leh Ann Yong, Alvin
Deputy General Manager
Bank of China Limited, Sydney Branch

Attorney's name

Signing on behalf of

Book 4616

Power of Attorney – Book:

No. 946

Power of Attorney – No.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42391-42393DP

ePlan

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

Lengths are in metres: (Sheet 1 of 6 sheets)

Plan: DP1223480 Plan of consolidation of Lot 1 DP131778, Lot 1 DP126260 and Lot 2 DP339644

Full name and address of the owner of the Land

Ganghui Pty Ltd
ABN 87 165 853 332
Suite 3404 Grosvenor Place
255 George Street,
Sydney NSW 2000

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 Drainage of Water 2.5 Wide (A)	Lot 1	Inner West Council
2.	Restriction on the Use of Land	Lot 1	Inner West Council
3.	Positive Covenant	Lot 1	Inner West Council

Part 2 (Terms)

1. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:

a) The proprietors of the lot burdened will not without the consent in writing of the Authority Benefited, such consent not to be unreasonably withheld:

i. Excavate, drill or dig in the vicinity of the easement;

ii. Erect or place any buildings or other improvements on the vicinity of the easement;

.....
~~General Manager~~/Authorised Person
Inner West Council

ePlan

Lengths are in metres:

(Sheet 2 of 6 sheets)

Plan: DP1223480

Plan of consolidation of Lot 1 DP131778, Lot 1 DP126260 and Lot 2 DP339644

Part 2 (Terms)(cont'd)

iii. Alter or disturb the levels, contours or gradients of the vicinity of the easement;

iv. Permit any heavy vehicle on the vicinity of the easement which likely to overload the easement;

v. Plant trees or shrubs of any kind on the vicinity of the easement other than grass;

vi. Place or permit to be placed any timber, article of plant, soil, fill, rubbish or other material on the vicinity of the easement, which is likely to overload the easement.

b) The proprietors of the lot burdened will not do or allow to be done anything which may interfere with injure, damage or destroy any apparatus or obstruct, prevent or interfere with the free conveyance of water through any apparatus or with the laying, constructing, repairing, maintaining, renewing, using operating or removing of any apparatus.

c) The proprietors of the lot burdened will not disturb or damage the easement or the apparatus as a result of anything done above or upon or in the vicinity of the easement.

d) The proprietors of the lot burdened will not engage in any activity in or upon the vicinity of the easement unless:

i. Except in the case of any emergency when no notice is required, the proprietors of the lot burdened has given not less than 10 days prior notice to the Authority Benefited outlining the nature of the activity and will not carry out that activity except in accordance with conditions imposed by the Authority Benefited acting reasonably to ensure the proper protection and safety of the apparatus and easement; and;

ii. in the case of an emergency the proprietors of the lot burdened have taken all steps necessary to ensure proper protection and safety of the apparatus and easement and as soon as reasonably possible, and in any event not later than 48 hours after the emergency, provided written details to the Authority Benefited of the nature of the emergency and the activities undertaken.

e) The proprietors of the lot burdened indemnifies and will keep indemnified the Authority Benefited from and against all liabilities, losses, costs, charges and expenses incurred by the Authority Benefited on connection with:

i. damage, loss, injury or death caused or contributed to any act, neglect or fault of the proprietors of the lot burdened; and;

.....
~~General Manager~~/Authorised Person
Inner West Council

Ref: 42391-42393-88B-10May.doc

ePlan

Lengths are in metres: (Sheet 3 of 6 sheets)

Plan: DP1223480

Plan of consolidation of Lot 1 DP131778, Lot 1 DP126260 and Lot 2 DP339644

Part 2 (Terms)(cont'd)

ii. any breach of the terms of this Restriction of Use of Land by the proprietors of the lot burdened.;

f) This Restriction on the Use of Land may be released, varied or modified by the Authority Benefited, being Inner West Council.

1. Terms of Positive Covenant thirdly referred to in the abovementioned plan:

(a) The Proprietor of the Lot Burdened will take all necessary precautions to ensure that no disturbance or damage is caused to the Easement or Apparatus as a result of anything done above or upon or in the Vicinity to the Easement.

(b) The Proprietor of the Lot Burdened will repair any damage caused to the Easement or the Apparatus as a result of any act, neglect or default of the Proprietor of the Lot Burdened.

(c) In the event of the Proprietor of the Lot Burdened wishes to engage in any activity in or upon the Vicinity of the Easement it will:

i. except in the case of an emergency when no notice is required, give not less than 10 days prior notice to Inner West Council outlining the nature of the activity and will carry out that activity in accordance with conditions imposed by Inner West Council acting reasonably to ensure the proper protection and safety of the Apparatus and Easement; and

ii. in case of an emergency take all steps necessary to ensure the proper protection and safety of the Apparatus and Easement and will as soon as reasonably possible, and in any event not later than 48 hours after the emergency, provide written details to Inner West Council of the nature of the emergency and activities undertaken.

(d) The Proprietor of the Lot Burdened indemnifies and will keep indemnified the Council from and against all liabilities, losses, costs, charges and expenses incurred by Inner West Council on connection with:

i. damage, loss, injury or death caused or contributed to by any act, neglect or default of the Proprietor of the Lot Burdened; and

ii. any breach of the terms of this Positive Covenant by the Proprietor of the Lots Burdened.

(e) This Positive Covenant may be released, varied or modified by Inner West Council.

.....

~~General Manager~~/Authorised Person
Inner West Council

ePlan

Lengths are in metres:

(Sheet 4 of 6 sheets)

Plan: DP1223480

Plan of consolidation of Lot 1 DP131778, Lot 1 DP126260 and Lot 2 DP339644

EXECUTED by
Ganghui Pty Ltd
ABN 87 165 853 332
in accordance with Section 127
of the Corporations Act

)
)
)
)
)

.....
Signature of Director

GUO FU MING
.....
NAME (please print)

.....
Signature of Director/secretary

Haibin Huang
.....
NAME (please print)

ePlan

Lengths are in metres: (Sheet 5 of 6 sheets)

Plan: DP1223480

Plan of consolidation of Lot 1 DP131778, Lot 1 DP126260 and Lot 2 DP339644

Execution by Inner West Council

Inner West Council by its authorised delegate pursuant to s.377 Local Government Act 1919

..... (Signature of delegate

PHIL SARIN (Name of delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) .....

(Name of Witness) ATACAN BAS

(Address of Witness) 26a Liverpool Road, Ashfield

ePlan

Lengths are in metres:

(Sheet 6 of 6 sheets)

Plan: DP1223480

Plan of consolidation of Lot 1 DP131778, Lot 1 DP126260 and Lot 2 DP339644

Consent of Mortgagee

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence.

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

.....
Signature of Witness

.....
Signature of Attorney

YEE YAN CHEAH.
.....
Name of Witness

Leh Ann Yong, Alvin
Deputy General Manager
Bank of China Limited, Sydney Branch
.....
Attorney's Name

3/ York Street Sydney
.....
Address of Witness

.....
Signing on behalf of

Book 4616 ~~No. 946~~
.....
Power of Attorney – Book:

No. 946
.....
Power of Attorney – No.

REGISTERED 14.10.2016

Ref: 42391-42393-88B-10May.doc

Form: 01TG
Release: 3·1

TRANSFER
GRANTING EASEMENT

New South Wales
Real Property Act 1900

AP133673A

PLAN FEE RAISED

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

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
1/1223480	An easement in gross pursuant to S88A of the Conveyancing Act 1919.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
IW	DAW & WALTON PTY LTD, PO BOX 3222, REDFERN NSW 2016 Ph: 02 80651156 Em: survey@daw-walton.com.au Reference: 4387-18SS	TG

(C) **TRANSFEROR**

GANGHUI PTY LIMITED, ACN 165 853 332

(D) The transferor acknowledges receipt of the consideration of $

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 3.35 METRES WIDE (S2) & 2.0 METRES WIDE (S1) ON THE TERMS SET OUT IN ANNEXURE 'A' and a RIGHT OF CARRIAGEWAY, 7.6 METRES WIDE (R), All AS SHOWN ON ANNEXURE 'B'

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

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

DATE

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: GANGHUI PTY LIMITED, ACN 165 853 332
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Fuming Gvo

Name of authorised person: FU MING GVO
Office held: SOLE DIRECTOR / SECRETARY

Signature of authorised person:

Name of authorised person:
Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:
Authority:

----- SEE SHEET TWO -----

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

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

Annexure **'A'** to TRANSFER GRANTING EASEMENT

Parties:

LOT 1 in DP1223480 (being 1 Markham Place, Ashfield) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

Dated: _____

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 3.35 METRES WIDE & 2.0 METRES WIDE" on annexure 'B' on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in memorandum AK980903; and

A RIGHT OF CARRIAGEWAY affecting that part of the servient tenement shown as "RIGHT OF CARRIAGEWAY, 7.6 METRES WIDE" on annexure 'B' on the terms contained in Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles on the Right of Carriageway.

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the
Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

.....	.....
Signature of Attorney	Signature of Attorney
NIGEL PETER JOHN LOWRY	TREVOR MARK ARMSTRONG
.....	.....
Print Name of Attorney	Print Name of Attorney
I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].	I certify that I am an eligible witness and that the Transferee's/ Leesee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in presence. [See note* below].
.....	.....
Signature of Witness	Signature of Witness
Stephanie Mei Smith	Effie Dimitriou
.....	.....
Print Name of Witness	Print Name of Witness
570 George St, Sydney	570 George St Sydney
.....	.....
Print address	Print address

*S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

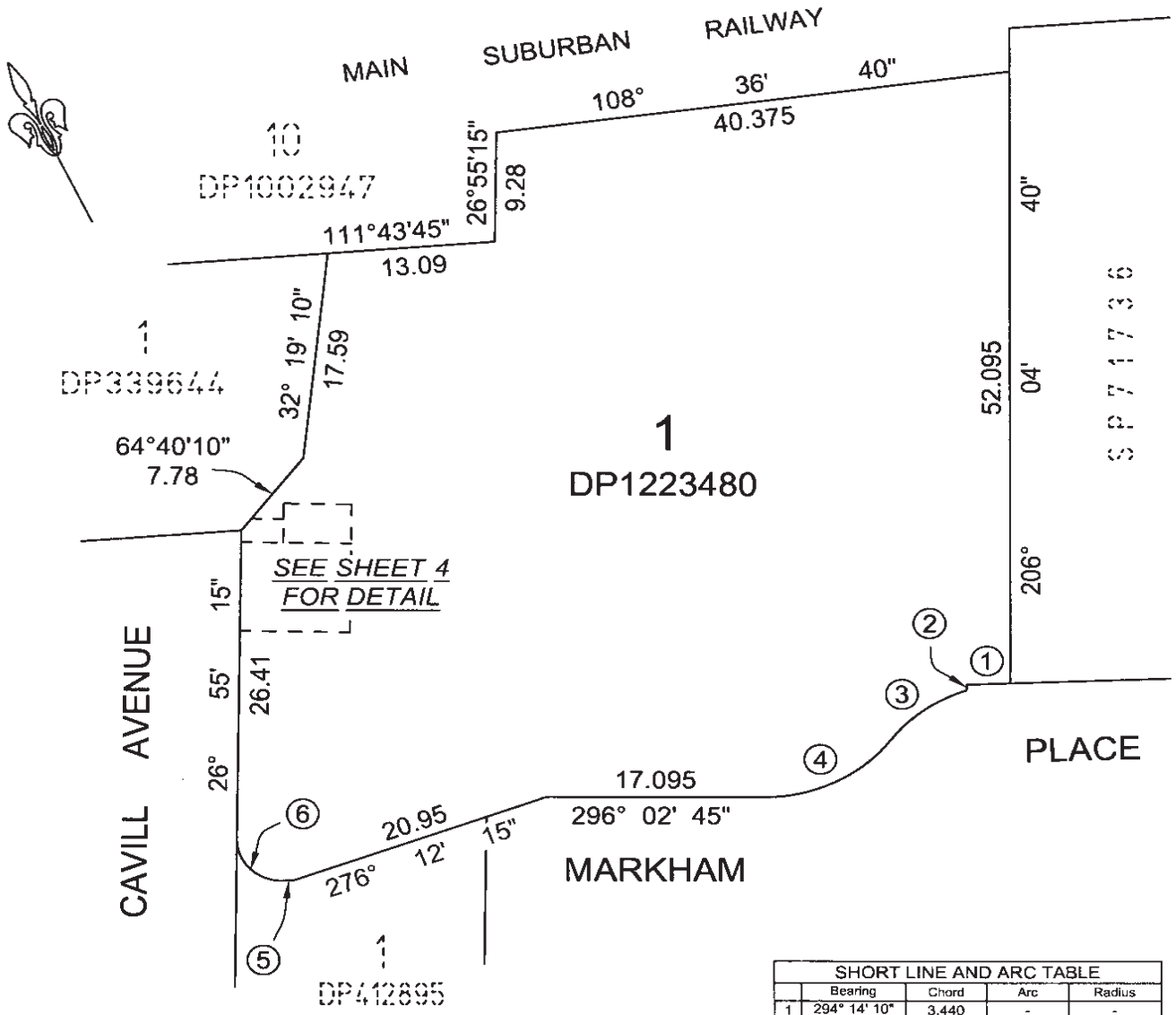
Annexure 'B' to TRANSFER GRANTING EASEMENT

Parties:

LOT 1 IN DP1223480 (being 1 Markham Place, Ashfield) AND

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION, ABN 67 505 337 385

Dated



SHORT LINE AND ARC TABLE				
	Bearing	Chord	Arc	Radius
1	294° 14' 10"	3.440	-	-
2	206° 04' 10"	0.500	-	-
3	260° 29' 10"	7.295	7.405	12.190
4	269° 33' 10"	10.875	11.270	12.190
5	293° 24' 05"	0.890	-	-
6	340° 10' 10"	5.010	5.610	3.440

Ref: 4387-18
Date: 04-01-19
DAW & WALTON PTY LTD
survey@daw-walton.com.au

.....
Proprietor(s)

Annexure 'B' to TRANSFER GRANTING EASEMENT

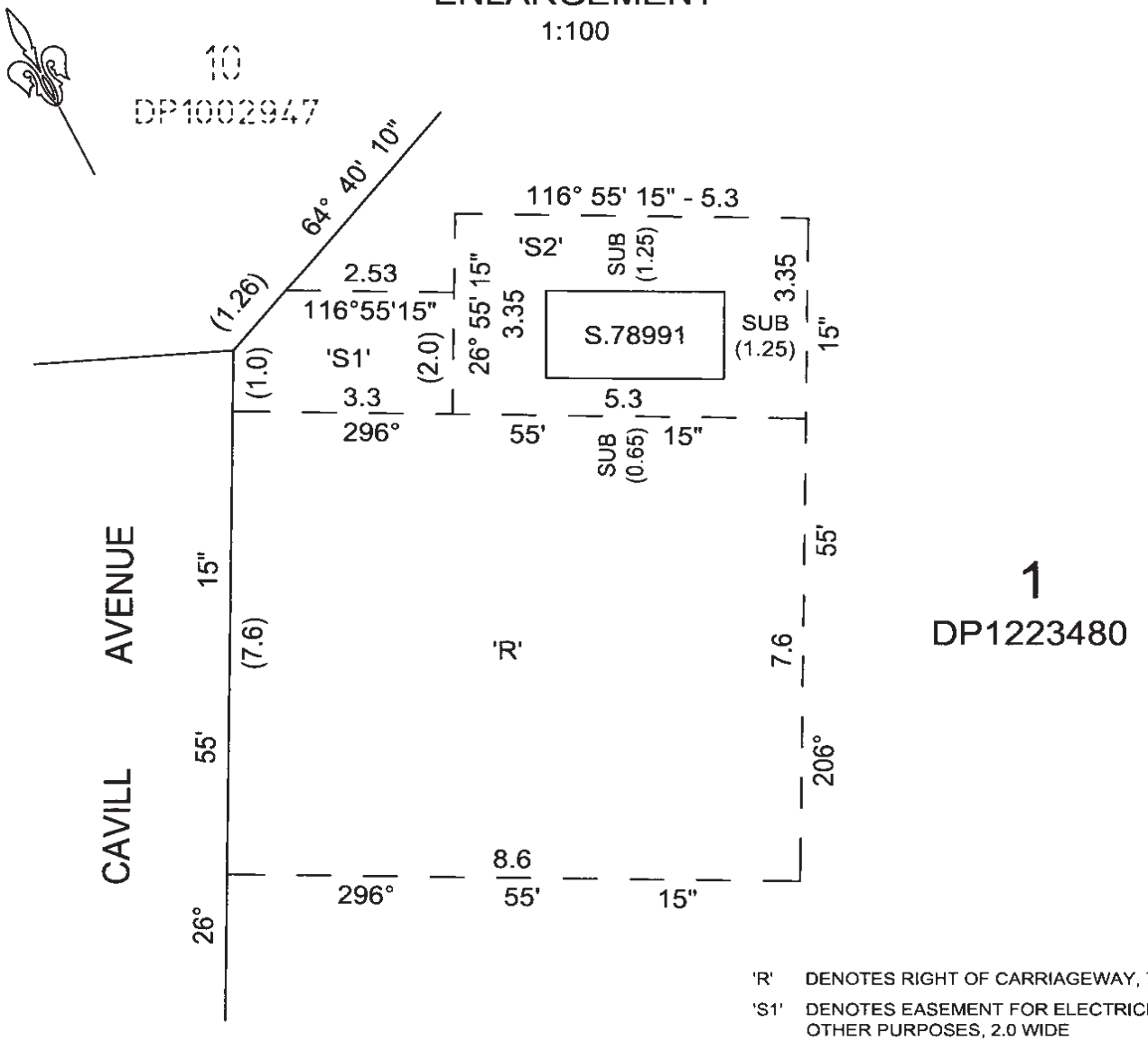
Parties:

LOT 1 IN DP1223480 (being 1 Markham Place, Ashfield) AND

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION, ABN 67 505 337 385

Dated

ENLARGEMENT
1:100



'R' DENOTES RIGHT OF CARRIAGEWAY, 7.6 WIDE

'S1' DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 2.0 WIDE

'S2' DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, 3.35 WIDE

Ref: 4387-18
Date: 04-01-19
DAW & WALTON PTY LTD
survey@daw-walton.com.au

.....
Proprietor(s)

Req:R266039 /Doc:DL AP133673 /Rev:09-Apr-2019 /Sts:NO.OK /Pgs:ALL /Prt:17-Apr-2019 10:12 /Seq:5 of 5
Ref:4387-18 /Src:M

sparke HELMORE LAWYERS

FILM WITH

AP133673

15 March 2019

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of easement from Ganghui Pty Limited
Property: 7-9 Cavill Avenue, Ashfield
Caveat No.: AK494374 and AN794949
Our ref: HEM/AUS096-01971

We act for Ausgrid Operator Partnership, a partnership carried on under the name of Ausgrid by:

1 Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

2 ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

3 ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

4 ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

5 ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4,

("**Ausgrid**"). Ausgrid is the caveator pursuant to the above caveat.

We are instructed to consent to the registration of a Transfer Granting Easement in favour of ADMHC.

Caveats AK494374 and AN794949 should be removed from the title on the registration of the plan and s 88B instrument.

If you require any additional information please contact our office.

Yours faithfully

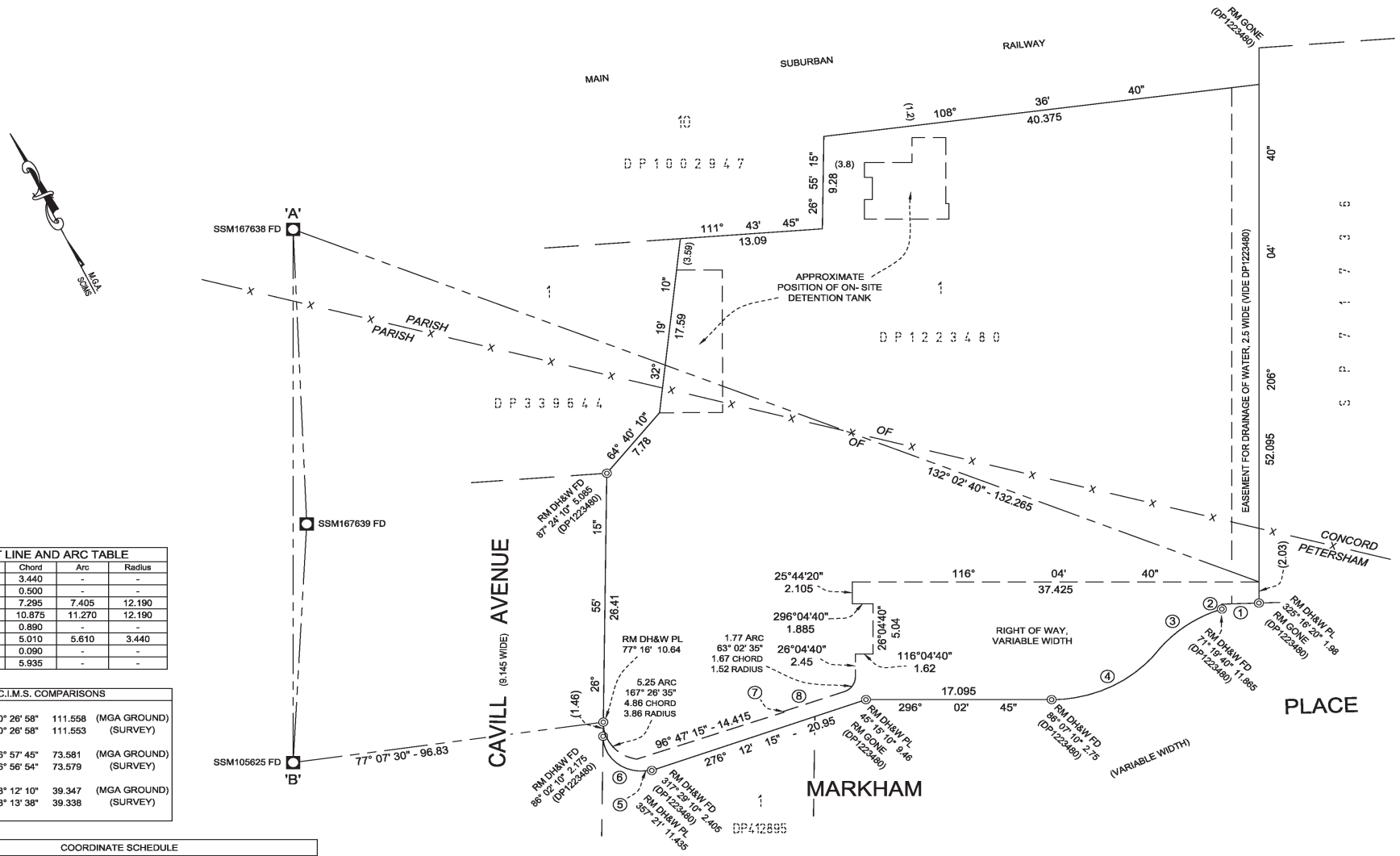
Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman and Partner responsible:
Andrew White
e: andrew.white@sparke.com.au

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

InfoTrack
Your Searching Partner.

Req:R289142 /Doc:DP 1250211 P /Rev:15-Apr-2019 /Sts:SC.OK /Pgs:ALL /Prt:24-Apr-2019 15:31 /Seq:1 of 3
Ref:35611728 /Src:M



SHORT LINE AND ARC TABLE				
	Bearing	Chord	Arc	Radius
1	294° 14' 10"	3.440	-	-
2	206° 04' 10"	0.500	-	-
3	260° 29' 10"	7.295	7.405	12.190
4	269° 33' 10"	10.875	11.270	12.190
5	293° 24' 05"	0.890	-	-
6	340° 10' 10"	5.010	5.610	3.440
7	12° 30' 15"	0.090	-	-
8	276° 31' 05"	5.935	-	-

S.C.I.M.S. COMPARISONS			
SSM167638- -SSM105625	210° 26' 58" 210° 26' 58"	111.558 111.553	(MGA GROUND) (SURVEY)
SSM105625- -SSM167639	36° 57' 45" 36° 56' 54"	73.581 73.579	(MGA GROUND) (SURVEY)
SSM167639- -SSM167638	18° 12' 10" 18° 13' 38"	39.347 39.338	(MGA GROUND) (SURVEY)

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 105625	326298.937	6248738.194	B	2	SCIMS	FOUND
SSM 167638	326355.470	6248834.362	B	2	SCIMS	FOUND
SSM 167639	326343.179	6248796.985	B	2	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 03-01-2018		MGA ZONE: 56			MGA DATUM: GDA94	
COMBINED SCALE FACTOR: 0.999965						

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 03 Jan 2019 SURVEYOR's REF: 4387-18DP	PLAN OF: EASEMENTS OVER LOT 1 IN DP1223480	LGA: INNER WEST LOCALITY: ASHFIELD SUBDIVISION No: – Lengths are in metres. Reduction Ratio 1 : 250	REGISTERED: 15.04.2019	DP1250211

ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 15.04.2019

Title System: TORRENS

Office Use Only

DP1250211

PLAN OF **EASEMENTS OVER LOT 1 IN DP1223480**

LGA: **INNER WEST**

Locality: **ASHFIELD**

Parish: **CONCORD & PETERSHAM**

County: **CUMBERLAND**

Survey Certificate

I,.....**JOHN WALTON**.....

Of....**DAW & WALTON PTY LTD**.....

.....**PO Box 3222, REDFERN NSW 2016**.....

.....**survey@daw-walton.com.au**.....

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 2017*, is accurate and the survey was completed on .....03-01-19....., or

~~*(b) The part of the land shown in the plan (*being/*excluding **.....~~
~~.....)~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: ...'A'--'B'.....

Type: *Urban/~~*Rural~~

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

Signature: .....Dated: ...22-01-19...

Surveyor Identification No: 8430

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

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.

Plans used in the preparation of survey/compilation.

DP1223480

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

Surveyor's Reference: 4387-18DP

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

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 15.04.2019

Office Use Only

DP1250211

PLAN OF EASEMENTS OVER LOT 1 IN DP1223480

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 2017*
- 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.

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality
1	--	1	MARKHAM	PLACE	ASHFIELD

Pursuant to section 88B of the Conveyancing Act 1919, as amended,

It is intended to create:

1. **Right of Way, Variable Width**
2. **Positive Covenant**
3. **Restriction on the Use of Land**

Executed by **Ganghui Pty Limited ACN 165 853 332**
in accordance with section 127 of the *Corporations Act 2001*:

Director/Company Secretary | Director

FU MING GAO

Name of Sole Director / Secretary | Name of Director

Executed by **Place Ashfield First Mortgage Pty Ltd ACN 623 187 520**
in accordance with section 127 of the *Corporations Act 2001*:

Name of Director

Director/Company Secretary | Director

George AT And

Name of Director/Company Secretary

DAN WHITE

Name of Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4387-18DP

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

(Sheet 1 of 11 sheets)

Plan:

DP1250211

Plan of Easements over
Lot 1 in DP1223480

Full name and address of the proprietor of the land: **GANGHUI PTY LIMITED, ACN 165 853 332**
1 MARKHAM PLACE,
ASHFIELD NSW 2131

Part 1 (Creation)

	Identity of easement to be created and firstly referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	RIGHT OF WAY, VARIABLE WIDTH	Lot 1 in DP1223480	Inner West Council

	Identity of Covenant to be created and secondly referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
2	POSITIVE COVENANT	Lot 1 in DP1223480	Inner West Council

	Identity of Restriction to be created and thirdly referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3	RESTRICTION ON THE USE OF LAND	Lot 1 in DP1223480	Inner West Council

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:

DP1250211

Plan of Easements over Lot 1 in DP1223480

Part 2 (Terms)

1. **Terms and Conditions of the Right of Way firstly referred to in Part 1:**

   (a) The Council and Council's authorised users may pass and repass over that part of the Burdened Lot designed for pedestrian use at all times and for all lawful purposes.

   (b) The Grantor must (at the Grantor's cost):

      (i) for purposes of section 88BA of the Act maintain the Right of Way Site in good and serviceable repair in accordance with Council standards; and

      (ii) have in place an insurance policy for public liability in respect of the Right of Way Site.

   Name of Authority having the power to release, vary or modify the Right of Way referred to above is Inner West Council.

2. **Terms and Conditions of the Positive Covenant secondly referred to in Part 1:**

   (a) The Owners Corporation covenants with the Council that it will maintain and repair the Stormwater Detention System on the Burdened Lot in accordance with the following terms and conditions:

      (i) The Owners Corporation will:

         (A) keep the Stormwater Detention System clean and free from silt, rubbish and debris; and

         (B) maintain and repair at the sole expense of the Owners Corporation the whole of the Stormwater Detention System so that the Stormwater Detention System functions in a safe and efficient manner in accordance with the Maintenance Schedule.

   (b) Maintenance Schedule is as follows:

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

(Sheet 3 of 11 sheets)

Plan:
DP1250211

Plan of Easements over
Lot 1 in DP1223480

MAINTENANCE CONTRACTOR (SHARED COST)	FREQUENCY	RESPONSIBILITY COLUMN	PROCEDURE
DISCHARGE CONTROL PIT			
INSPECT & REMOVE ANY BLOCKAGE OF ORIFICE	SIX MONTHLY	OWNERS	REMOVE GRATE & SCREEN TO INSPECT ORIFICE. SEE PLAN FOR LOCATION OF DCP.
CHECK ATTACHMENT OF ORIFICE PLATE TO WALL OF PIT (GAPS LESS THAN 5mm)	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE & SCREEN, ENSURE PLATE MOUNTED SECURELY, TIGHTEN FIXINGS IF REQUIRED & SEAL GAPS AS REQUIRED.
CHECK ORIFICE DIAMETER CORRECT & RETAINS SHARP EDGE	FIVE YEARLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	COMPARE DIAMETER TO DESIGN (SEE WORK-AS-EXECUTED) & ENSURE EDGE IS NOT PITTED OR DAMAGED.
INSPECT SCREEN CLEAN	SIX MONTHLY	OWNERS	REMOVE GRATE & SCREEN IF REQUIRED TO CLEAN IT.
CHECK ATTACHMENT OF SCREEN TO WALL OF PIT	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE & SCREEN, ENSURE SCREEN FIXINGS SECURE & REPAIR AS REQUIRED.
CHECK SCREEN FOR CORROSION	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE & EXAMINE SCREEN FOR RUST OR CORROSION, ESPECIALLY AT CORNERS OR WELDS.
INSPECT FLAP VALVE & REMOVE ANY BLOCKAGE	SIX MONTHLY	OWNERS	REMOVE GRATE, ENSURE FLAP VALVE MOVES FREELY & REMOVE ANY BLOCKAGES OR DEBRIS.

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
DP1250211

Plan of Easements over
Lot 1 in DP1223480

CHECK ATTACHMENT OF FLAP VALVE TO WALL TO PIT	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE & ENSURE FIXINGS OF VALVE ARE SECURE.
CHECK FLAP VALVE SEALS AGAINST WALL OF PIT	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE, FILL PIT WITH WATER & CHECK THAT FLAP SEALS AGAINST SIDE OF PIT WITH MINIMAL LEAKAGE.
CHECK ANY HINGES OF FLAP VALVE MOVE FREELY	SIX MONTHLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE & TEST VALVE HINGE BY MOVING FLAP TO FULL EXTENT.
INSPECT OVERFLOW WEIR & REMOVE ANY BLOCKAGE	SIX MONTHLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE, OPEN COVER TO VENTILATE UNDERGROUND STORAGE IF PRESENT & ENSURE WEIR CLEAR OF BLOCKAGES.
EMPTY BASKET AT OVERFLOW WEIR (IF PRESENT)	SIX MONTHLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE, VENTILATE UNDERGROUND STORAGE CHAMBER IF PRESENT, EMPTY BASKET & CHECK FIXINGS SECURE & NOT CORRODED.
INSPECT DCP WALLS (INTERNAL & EXTERNAL (IF APPROPRIATE) FOR CRACKS OR SPILLING	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE TO INSPECT INTERNAL WALLS & REPAIR AS REQUIRED. CLEAR VEGETATION FROM EXTERNAL WALLS IF NECESSARY & REPAIR AS REQUIRED.
INSPECT DCP SUMP & REMOVE ANY SEDIMENTS/SLUDGE	SIX MONTHLY	OWNERS	REMOVE GRATE & SCREEN, REMOVE SEDIMENTS/SLUDGE BUILD-UP & CHECK ORIFICE & FLAP VALVE CLEAR.
INSPECT GRATE FOR DAMAGE OR BLOCKAGE	SIX MONTHLY	OWNERS	CHECK BOTH SIDES OF GRATE FOR CORROSION, (ESPECIALLY CORNERS & WELDS) DAMAGE OR BLOCKAGE.
INSPECT RETURN PIPE FROM STORAGE & REMOVE ANY BLOCKAGE	SIX MONTHLY	OWNERS	REMOVE GRATE & SCREEN, VENTILATE UNDERGROUND STORAGE IF PRESENT, OPEN FLAP VALVE, REMOVE ANY BLOCKAGES IN RETURN LINE & CHECK FOR SLUDGE/DEBRIS ON UPSTREAM SIDE OF RETURN LINE.

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
DP1250211

Plan of Easements over
Lot 1 in DP1223480

CHECK STEP IRONS FOR CORROSION	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE, EXAMINE STEP IRONS & REPAIR ANY CORROSION OR DAMAGE.
CHECK FIXING OF STEP IRONS IS SECURE	SIX MONTHLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE & ENSURE FIXINGS SECURE PRIOR TO PLACING WEIGHT ON STEP IRON.
STORAGE			
INSPECT TANK & REMOVE ANY SEDIMENT/SLUDGE IN TANK	SIX MONTHLY	OWNERS	REMOVE GRATE & SCREEN, & REMOVE SEDIMENT/SLUDGEBUILD-UP.
INSPECT INTERNAL WALLS OF TANK (AND EXTERNAL, IF APPROPRIATE) FOR CRACKS OR SPALLING	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	REMOVE GRATE TO INSPECT INTERNAL WALL, REPAIR AS REQUIRED, CLEAR VEGETATION FROM EXTERNAL WALLS IF NECESSARY & REPAIR AS REQUIRED.
INSPECT & REMOVE ANY DEBRIS/LITTER/MULCH ETC BLOCKING GRATES OF TANK	SIX MONTHLY	OWNERS	REMOVE BLOCKAGES FROM GRATE & CHECK IF PIT BLOCKED.
INSPECT STORAGE AREAS & REMOVE DEBRIS/MULCH/LITTER ETC LIKELY TO BLOCK SCREENS/GRATES	SIX MONTHLY	OWNERS	REMOVE DEBRIS & FLOATABLE MATERIAL LIKELY TO BE CARRIED TO GRATES.
COMPARE STORAGE VOLUME TO VOLUME APPROVED. (RECTIFY IF LOSS > 5%)	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	COMPARE ACTUAL STORAGE AVAILABLE WITH WORK-AS EXECUTED PLANS, IF VOLUME LOSS IS GREATER THAT 5%, ARRANGE FOR RECONSTRUCTION TO REPLACE THE VOLUME LOST. COUNCIL TO BE NOTIFIED OF THE PROPOSAL.
INSPECT STORAGE FOR SUBSIDENCE NEAR PITS	ANNUALLY	MAINTENANCE CONTRACTOR (SHARED COST BY OWNERS)	CHECK ALONG DRAINAGE LINES & PITS FOR SUBSIDENCE LIKELY TO INDICATE LEAKAGES.

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
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Plan of Easements over
Lot 1 in DP1223480

(c) For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day upon giving to the Owners Corporation not less than two days' notice (but at any time without notice in the case of an emergency) enter the Burdened Lot and view the condition of the Burdened Lot and the state of construction, maintenance or repair of the Stormwater Detention System on the Burdened Lot.

(d) By written notice the Council may require the Owners Corporation to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the Stormwater Detention System and that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

(e) Pursuant to section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(i) in the event that the Owners Corporation fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the Burdened Lot with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in paragraph 1(d) above; and

(ii) the Council may recover from the Owners Corporation in a Court of competent jurisdiction:

(A) any expense reasonably incurred by it in exercising its powers under paragraph 1(e)(i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work; and

(B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
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Plan of Easements over
Lot 1 in DP1223480

(iii) indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the Stormwater Detention System, or failure to clean, maintain, and repair the Stormwater Detention System.

(f) This covenant shall bind all persons who claim under the Owners Corporation as stipulated in section 88E(5) of the Act.

(g) The stormwater surface flow path defined by drawing SGC Engineering Value dated 27.08.18 shall not be obstructed nor have the finished ground and/or pavement levels within the defined area modified in whole or in part without written approval of the Council.

(h) It shall be the responsibility of the Owners Corporation to ensure the stormwater surface flow path is kept unobstructed by fences or any physical structures or barriers (whether temporary or not) at all times.

Name of Authority having the power to release, vary or modify the Positive Covenant referred to above is Inner West Council.

3. Terms and Conditions of the Restriction thirdly referred to in Part 1:

(a) The Owners Corporation covenants as follows with the Council in respect to the Stormwater Detention System as described by the plan SW200, SW201, SW202, SW203, SW300 & SW301 of the Inner West Council Development Consent No. 10.2014.326 and the conditions of such consent.

(b) The Owners Corporation shall not:

(i) do any act, matter or thing which would prevent the Stormwater Detention System from operating in an efficient manner; or

(ii) make any alterations or additions to the Stormwater Detention System or allow any development within the meaning of the *Environmental Planning and Assessment Act 1979 (NSW)* to encroach upon the Stormwater Detention System without the express written consent of the Council.

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
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Plan of Easements over
Lot 1 in DP1223480

(c) This covenant shall bind all persons who claim under the Owners Corporation as stipulated in section 88E(5) of the Act.

(d) Authorised Council employees are to be allowed access for inspection upon reasonable notice. The Owners Corporation is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.

Name of Person or Authority having the power to release, vary or modify the Restriction on the use of land referred to above is Inner West Council.

4. Definitions

In this instrument, unless the context clearly indicates otherwise:

Act means the *Conveyancing Act 1919 (NSW)*.

Council means the Inner West Council.

Burdened Lot means a lot burdened by an easement, right of way, right of carriageway, restriction, or covenant in this Instrument.

Development Act means the *Strata Schemes Development Act 2015 (NSW)* as amended or varied.

Grantor means:

(a) the registered proprietor of a Burdened Lot; and

(b) if, from time to time, a Strata Scheme exists in respect of a Burdened Lot, the Owners Corporation in respect of that Strata Scheme.

Maintenance Schedule means the schedule set out in paragraph 2(b) above.

Management Act means the *Strata Schemes Management Act 2015 (NSW)*.

Owners Corporation means an owners corporation constituted under the Management Act on registration of the Strata Plan.

Plan means the plan to which this Instrument relates.

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
DP1250211

Plan of Easements over
Lot 1 in DP1223480

Right of Way Site means the site of the Right of Way identified in the Plan and all improvements to the Right of Way, including without limitation, the lighting system and pavers.

Strata Scheme means a strata scheme created under the Development Act.

Strata Plan means SP98956.

Stormwater Detention System means the on-site stormwater detention system constructed on the land as detailed on Plan No. SW200, SW201, SW202, SW203, SW300 & SW301 dated 27.08.18 (Council's File Ref: DA 10.2014.326) including all gutters, pipes, drains walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces designed to temporarily detain stormwater on the Burdened Lot.

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
DP1250211

Plan of Easements over
Lot 1 in DP1223480

Executed by **Ganghui Pty Limited ACN 165 853 332** in accordance with section 127 of the *Corporations Act 2001(Cth)*:

Director/Company Secretary

Director

FU MING GUO
Name of Sole Director / Secretary

Name of Director

Executed by **Place Ashfield First Mortgage Pty Ltd ACN 623 187 520** in accordance with section 127 of the *Corporations Act 2001(Cth)*:

Director/Company Secretary

Director

George AJAKA
Name of Director/Company Secretary

DAN M WHITE
Name of Director

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

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

Plan:
DP1250211

Plan of Easements over
Lot 1 in DP1223480

Executed on behalf of **Inner West Council** by its Authorised Delegate pursuant to Section 377 Local Government Act 1919 by:

.....
Signature of Witness

.....
Signature of Authorised Delegate

CADEN XIAOYAO CONG
Name of Witness

KERRY HUNT
Authorised Delegate's Name

7-15 WETHERILL ST. LEICHHARDT
Address of Witness

BUILDING CERTIFICATION MANAGER
Authority of Delegate

Approved by Inner West Council: .....
~~General Manager~~/Authorised Officer

83271828.1 MWI MWI

REGISTERED 15.04.2019

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Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AP739771W

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/SP98956

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
962L	Central Searching 1236906 Reference: SP98956	CH

(C) The Owners-Strata Plan No. 98956 certify that a special resolution was passed on 13/6/2019

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 1-8
Amended by-law No. NOT APPLICABLE
as fully set out below:
AS SET OUT IN ANNEXURE A

(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. 98956 was affixed on 27/11/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: BINE LU
Authority: STRATA MANANGER

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN No. 98956 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1702

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Annexure A

1. Residential Use

1.1 Residential Lots can only be used by owners or occupiers as follows:

(a) Permanent residential accommodation including under leases subject to the Residential Tenancies Act. Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;

(b) bedrooms must not be further divided, screened or partitioned in any way;

(c) the total number of adults residing in one Residential Lot must not exceed twice the number of approved bedrooms; and

(d) Owners, tenants or the Owners Corporation must not advertise or permit an agent or building manager to advertise a Residential Lot for short term accommodation or share accommodation.

2. Floor coverings

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

2.2 If an owner is replacing a floor finish within a lot with material that is not carpet, the minimum sound transmission standard to be achieved for the floor finish must be the following standards set by the Australian Association of Acoustical Consultants **(AAAC)**:

Hard floor finishes 4 star rating

Soft floor finishes 6 star rating

THE OWNERS - STRATA PLAN No. 98956
Common Seal

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or any other equivalent standard as set by the AAAC (or other equivalent or replacement body) from time to time.

2.3 An owner who wishes to change any flooring within a lot must:

(a) first apply to the Strata Committee for approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information to enable the Strata Committee to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied;

(b) prior to the installation of the flooring, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing, by a qualified acoustic consultant to be nominated by the Strata Committee; and

(c) following installation of the flooring, provide the Strata Committee with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with. The acoustic testing must be completed within 30 days of the completion of the flooring installation.

2.4 Any owner who replaces any flooring installed by the Original Owner takes sole responsibility for the cost of installation, repair, maintenance and replacement of the new floor covering and is solely responsible to the Owners Corporation if this by-law is not complied with.

2.5 Occupiers may not apply to the Strata Committee for permission to change floor coverings. The provisions of by-law 2.4 require that, all applications must come from lot owners.

3. Keeping of animals

3.1 Subject to section 139(5) of the Management Act, an owner or occupier of a lot may only keep the following within a lot:

(a) desexed cat/s, and/or

(b) small dog/s (not to exceed 14 Kg in weight);

but a maximum of 2 four-legged animals can be kept; and/or

(c) small caged bird/s, and/or

(d) fish kept in a secure aquarium on the lot.

The written approval of the Owners Corporation must be obtained before any owner or occupier will be permitted a variation on these restrictions. The Owners Corporation may delegate authority to vary these restrictions to the Strata Committee.

3.2 If an owner or occupier of a lot keeps any cat or dog on the lot then the owner or occupier must:

(a) notify the Strata Committee that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

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(c) carry the animal when it is on the common property or keep it on a lead, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Rules

3.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

(a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and

(b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and

(c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:

(i) any noise which is disturbing to an extent which is unreasonable; and

(ii) for damage to or loss of property or injury to any person caused by the animal; and

(d) is responsible for cleaning up after the animal anywhere on the common property; and

(e) is liable to the Owners Corporation for any damage to the common property caused by the animal or for any cleaning expenses where the owner or occupier has failed to clean up after the animal; and

3.4 No Excluded Dog is permitted within a lot or common property at any time.

3.5 This by-law applies to any owner, occupier or visitor to the Building.

4. Noise

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

5. Cleaning windows, louvres and doors

5.1 An owner or occupier of a lot must keep clean all glass in windows and all doors and all louvres on the boundary of the lot, including so much as is common property if those windows, louvres and doors can be safely accessed by the owner or occupier from within his or her own lot.

5.2 The Owners Corporation is responsible for the cleaning of all other glass and Building elements that are unable to be safely accessed from a lot.

5.3 Awnings and louvres on the external facade and balconies and balcony enclosures of the Building are integral to the architectural integrity of the Building, are for the
benefit of the apartment adjacent to them and must be repaired, maintained and replaced by the Owners Corporation.

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6. Garbage disposal and recycling

General requirements

6.1 Subject to these by-laws, owners and occupiers must not deposit or leave garbage or recyclable materials:

(a) on Common Property (other than in a Garbage Room or a garbage chute according to this by-law); or

(b) in an area of the Lot which is visible from outside the lot.

Requirements for Lots

6.2 Owners and occupiers of a lot must, at their cost:

(a) comply with any rules regarding the storage and removal of garbage and the use of the Garbage Rooms and garbage shutes;

(b) arrange for the regular removal of rubbish from the lot;

(c) ensure that rubbish receptacles in the lot are not visible from outside the lot; and

(d) ensure that rubbish receptacles in the lot are kept clean and do not omit odours.

6.3 Owners and occupiers must dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

Garbage Rooms

6.4 Unless otherwise advised by the Owners Corporation from time to time:

(a) Garbage Room A is for the use of the owners and occupiers of lots 1, 2, 3, 4, 5, 6, 7, 8 and 9;

(b) Garbage Room B is for the use of the owners and occupiers of all Residential Lots other than lots 1, 2, 3, 4, 5, 6, 7, 8 and 9;
and

(c) the Retail Garbage Room is for the use of the Retail Lots.

6.5 Owners and occupiers are liable for any damage caused to any other person or property following a breach of this by-law 6.

Obligations of the Owners Corporation

6.6 The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Rooms.

6.7 The Owners Corporation must clean, maintain, repair and arrange for the regular removal of rubbish and recyclable materials from the Garbage Rooms.

6.8 As a condition of the Development Consent, the Original Owner must enter into a Waste Collection Contract for the Strata Scheme (**Initial Waste Collection Contract**).

6.9 The Owners Corporation must:

(a) accept an assignment or novation of the Initial Waste Collection Contract or enter into a new Waste Collection Contract in a form and on terms required by Council; and

(b) at all times ensure that the Strata Scheme has the benefit of a Waste Collection Contract.

6.10 All garbage/recycling bins are to be kept in the garbage bin storage area in the main block. Bins are only to be placed in the designated pick up area on the day of garbage collection and are to be returned to the storage area immediately after collection.

6.11 By-laws 6.8 and 6.10 are Council requirements and any variation or repeal of those by-laws will be a contravention of the terms of the Development Approval.

7. Curtains etc

(a) Any blind, curtain, shutter or other treatment in a window or door, which faces public or common areas, must appear white from the outside of the Building.

(b) Vertical drapes are prohibited as window treatment in any window or door.

8. Air conditioning in the Building

Within individual lots

8.1 All Air Conditioning Equipment is owned by and is the sole responsibility of the relevant lot owner, whether that equipment is located within a lot or within common property.

8.2 No Air Conditioning Equipment is to be placed on the street facade or be visible from outside the Building

8.3 Each lot owner:

(a) must maintain, replace or repair the Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority including those outlined in the Development Approval regarding the operation of the Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.4 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her Air Conditioning Equipment is located.

Within common property

8.5 Where air conditioning services common areas, the Owners Corporation owns the Air

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Conditioning Equipment installed.

8.6 The Owners Corporation:

(a) must maintain replace or repair the common property Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the common property Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority regarding the operation of the common property Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.7 The cost of insuring, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the owners on a unit entitlement basis.

9. Kitchen Exhausts

9.1 Each lot owner is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust from within their lot excluding the outlet on the balcony (if applicable).

9.2 The Owner's Corporation is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust ducting within common property and the outlets. The kitchen exhaust outlets are externally ducted to an area above the balcony or through the facade of the building.

10. Hot water systems

10.1 The owner of each lot:

(a) has a special privilege to connect to and use the common property hot water system;

(b) must not interfere with the operation of the common property hot water system; and

(c) must comply with any directions given by the Owners Corporation in relation to the use and operation of the common property hot water system.

10.2 The Owners Corporation must operate, maintain, repair and replace the hot water system in accordance with the Building Code of Australia..

10.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

10.4 The cost of water supply is billed to the Owners Corporation and will be charged by the Owners Corporation to owners on a unit entitlement basis. Individual lot owners will be billed directly and separately for gas used to heat water.

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11. Installation of audio/audio visual equipment/other fixtures/fittings to interlot walls and ceilings

11.1 Owners and occupiers must obtain the consent of the Strata Committee before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the inter lot wall or ceiling of a lot.

11.2 The Strata Committee must consent to the proposed installation or attachment if the owner or occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.

11.3 Following installation of any equipment, the lot owner must provide the Strata Committee certificate/s from the structural and acoustic engineer that all works and installations have not compromised the structural or acoustic integrity of the walls or ceiling affected.

11.4 In undertaking any works to walls, whether intertenancy walls or otherwise:

(a) owners or occupiers must satisfy themselves as to whether the relevant wall or ceiling can bear the load of the equipment being installed; and

(b) owners or occupiers must not cut into fire rated walls (eg to conceal cabling or wiring) unless the works comply fully with the requirements of the Building Code of Australia to preserve the fire rating of the wall or ceiling.

12. Building Works

12.1 An Owner must not alter the structure of a lot without giving to the Owners Corporation at least 14 days' notice.

12.2 The notice under by-law 12.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated time period for the carrying out of the proposed

alterations; (b) the nature and extent of the proposed alterations; and

(c) whether any common property will be affected.

12.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

12.4 The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

13. Structural Support in the Building

13.1 An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed

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alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

13.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.

14. Change in use of lot to be notified

14.1 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).

14.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the relevant Council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the Council consent must be furnished to the Owners Corporation.

14.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

15. Storage of inflammable liquids and other substances and materials

15.1 An owner or occupier of a lot must not, except with the approval in writing of the Strata Committee, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

15.2 This by-law does not apply to chemicals, liquids, gases or other

material: (a) used or intended to be used for domestic purposes;

(b) used or intended to be used in accordance with any approval obtained in relation to the use or occupation of a Retail Lot; or

(c) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16. Security Keys

16.1 The Strata Committee may restrict access to the Building or parts of the Building by means of Security Keys.

16.2 The Strata Committee must make Security Keys available

to: (a) Owners and occupiers; and

(b) persons authorised by the Strata Committee or Owners Corporation.

16.3 The Security Keys provided to persons under by-law 16.2 need only provide access to the parts of the Building which those persons are entitled to access.

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16.4 The Strata Committee may charge a reasonable fee for a Security Key required by an owner of a lot and retain a bond/deposit in relation to issue of Security Keys.

16.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Strata Committee.

16.6 A person to whom a Security Key is made available

must: (a) not duplicate or copy the Security Key;

(b) immediately notify the Strata Committee if the Security Key is lost, stolen or misplaced;

(c) when requested by the Strata Committee, immediately return the Security Key to the Strata Committee; and

(d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

17. Signage

17.1 Owners or occupiers must not, without the consent of the Strata Committee, erect flags, banners, advertising or other signs on or within the lots, including courtyards that are visible from outside the Building. This restriction includes, without limitation, signs that advertise that the lot is for sale or available for lease.

17.2 The Strata Committee may require owners or occupiers of lots to take down any sign servicing their lot that is unauthorised or does not comply with this by-law or any other condition imposed by the Strata Committee. If any direction by the Strata Committee

to remove a sign is breached or ignored by the owner or occupier, the Strata Committee may remove or procure the removal of the offending sign at the cost of the relevant owner or occupier.

18. Security System

Owners and occupiers must not interfere with or damage the Security System and must promptly notify the Owners Corporation if any part of the Security System is defective, damaged or malfunctioning.

19. Electrical

Owners or occupiers must not overload the electrical facilities provided to their lots. If overloading occurs, all costs associated with repairs to the lot or the Building are the sole responsibility of the party causing the overload.

20. Integrity of Fire Systems

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20.1 Owners and occupiers must not interfere with or damage any fire safety device or equipment nor activate any device except in the case of emergency or where these is risk of damage or injury to the parcel or any person within the parcel.

20.2 Owners and occupiers must:

(a) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;

(b) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the parcel;

(c) promptly notify the Owners Corporation of a risk or fire hazard within the parcel;

(d) must not change the type of lock installed on the front door to any lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with by-law 40.3. This is because, for fire safety access reasons, all doors in the Building must have similar locking devices;

(e) notify the Owners Corporation before changing any lock to any other door in a lot or adding additional locking devices to any other door in a lot;

(f) on receiving notice from the Owners Corporation that an inspection is required, provide access to the lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.

(g) allow annual access to the lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the lot.

20.3 Despite the provisions of this by-law, owners and occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their lots.

20.4 If owners or occupiers breach this by-law, the Owners Corporation has the right to enter into any lot to repair or rectify any breach and to recover the cost of doing so as a debt against the owner.

20.5 The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to any other relevant person or entity (eg caretakers, building managers or concierges).

21. Storage spaces

21.1 If a lot comprises or includes a storage space the owner or occupier of that lot must: (a) keep that storage space in good repair;

(b) keep that storage space in a clean, hygienic condition, free of rodents and other infestations;

(c) not store flammable, explosive, dangerous or perishable items or substances in that storage space; and

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(d) at their own expense, comply with all laws about that storage space including any requirements of Council, Government Agencies and the Owners Corporation.

21.2 If sprinkler heads are within or close to a storage space the owner or occupier of that lot must ensure that:

(a) the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time; and

(b) items in that storage space are not stored to ceiling height so as to interfere with sprinkler heads and are stored away from any existing motorised dampers and exhaust vents.

BALCONIES/ COURTYARDS

22. Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

23. Appearance of lot and balcony

23.1 The owner or occupier of a lot must not store or display any item in a lot or on a balcony which is visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the Building.

23.2 The owner or occupier of a lot must not install a roller shutter over any entrance, door or windows to their lot.

24. Balconies and gardens

24.1 Balconies/courtyards within the Building are not to be enclosed by any awnings, louvres, screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This by-law does not cover any awnings, louvres, screens, blinds, windbreaks, wind or sunscreens, enclosures or similar structures that were installed by the Original Owner as permitted by the Development Approval.

24.2 An owner or occupier must not alter or remove any awning, louvre, balcony enclosure, window restrictor or other similar structure or apparatus installed by the Original Owner.

24.1 By-law 24.2 is a Council requirement and any variation or repeal of this by-law will be a contravention of the terms of the Development Approval.

24.2 An owner or occupier must keep all internal landscaping (including any water feature or irrigation system installed by an owner or occupier) and balconies clean, tidy and well maintained and repair or reinstate any common property damaged by the internal landscaping.

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24.3 Should owners or occupiers fail to repair or reinstate common property in accordance with by-law 24.2 the Owners Corporation has the right to enter the lot and repair or reinstate the common property at the cost of the owner.

24.4 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

25. Landscaping

25.1 Where landscaping within lots reaches or extends into common property and is compatible with common landscaping on the common property, owners and occupiers must keep the planting consistent with the common property planting.

25.2 As a general rule, the theme of the landscaping throughout the Building is specified and approved by Council and the nature and seam of the landscaping should not be changed without Council approval.

26. Water on balconies

26.1 Owners and occupiers, when watering plants, washing windows or cleaning balconies must:

(a) attempt to ensure that no water escapes from their balconies; and

(b) not flush water or any waste down the balcony floor drain. These are designed to take minimal overflow only and are not for general drainage purposes or for overuse.

26.2 Owners and occupiers are responsible for any damage caused to any other person, property, common property or Building plant and equipment caused by any breach of this by-law.

27. Furniture and possessions on balconies

27.1 Owners and occupiers of lots must ensure that any furniture, barbeques, seating, dining settings, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:

(a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;

(b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;

(c) any umbrellas used must be weighted at the base;

(d) umbrellas must never be left up when balcony is not in use or in high winds; and

(e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

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27.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

27.3 Owners and occupiers may store and operate a portable barbecue on the balcony of a lot if:

(a) it is a type approved according to by-law

27.4;

(b) it will not (or is not likely to) cause damage;

(c) it is not (or is not likely to become)

dangerous; (d) it is covered when being

operated; and

(e) it is kept clean and tidy,

provided owners and occupiers comply with by-law 27.5.

27.4 Owners and occupiers may store and operate the following types of portable barbecues on the balcony of a lot:

(a) a covered kettle style portable barbecue;

(b) a covered gas or electric portable barbecue; and

(c) any other type approved by the Owners Corporation

27.5 Owners and occupiers must:

(a) not store or operate a portable barbecue on the balcony of a lot if that portable barbecue has no cover;

(b) only operate barbecues during the hours of 9.00am and 9.00pm or otherwise during hours approved by the Owners Corporation;

(c) not permit smoke, odours or noise associated with the use of a portable barbecue on the lot to be emitted on to other lots in the Building to the extent which may cause a nuisance to other owners and occupiers in the Building.

28. Satellite dishes

Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the Building.

CARPARKS

29. Vehicles

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

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Corporation. Without limitation, this includes any common property parking spaces and service areas.

29.2 The Owners Corporation may delegate the granting of consent under by-law 29.1 to the Strata Committee.

29.3 Car parking spaces (including common property parking spaces), service vehicle bays and access driveways must be kept clear of goods and must not be used for storage purposes, including garbage storage.

30. Use of Car parking and Motorcycle Spaces

30.1 On-site car parking spaces, except car spaces for service vehicles and visitors, must only be used by occupants of the Building.

30.2 Owners and occupiers are not permitted to lease, licence or transfer ownership of any car parking space or motorcycle space to any person other than an occupant of the Building. An owner or occupier of a lot must not cause or permit a boat, trailer or unregistered vehicle to be parked (or remain parked), or any other item which the Owners Corporation considers may be hazardous, in a car parking space or motorcycle space and must immediately on demand of the Owners Corporation remove from the parcel any boat, trailer or unregistered vehicle so parked in breach of this by-law that is owned by them, is in their possession, or is under their control.

30.3 An owner or occupier must not install a bollard or other similar device within a car parking space or motorcycle space without the prior written approval of the Owners Corporation.

30.4 A motorcycle space must only be used for parking one motorcycle or scooter and that motorcycle or scooter must be currently registered, in good working order and actively used at least on a weekly basis.

31. Common property parking

Car wash bay

31.1 Owners or occupiers may use any designated car wash bay

(a) between the hours of7:00am to 10:00pm or other hours nominated by the Strata Committee; and

(b) only for the purpose of washing cars.

31.2 When using the carwash bay, an owner or occupier must:

(a) not unreasonably obstruct the use of the car wash bay by other owners and occupiers;

(b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;

(c) ensure any water plashing does not affect any adjoining car

spaces; (d) turn off all taps used; and

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(e) leave the car wash bay clean and

tidy. Visitor car spaces

31.3 An owner or occupier must not park their vehicle in a visitor car parking space.

31.4 A visitor may park a vehicle in visitor car parking space for a consecutive period of up to 12 hours at any one time only for the purpose of visiting an owner or occupier.

31.5 The visitor car parking spaces are to be maintained free of obstruction and are for the exclusive use of visitors.

32. Adaptable spaces

32.1 Certain car spaces within the Building are adaptable spaces, created to be used by persons with impaired mobility. This by-law applies only to those spaces.

32.2 Some of these adaptable spaces are created in "pairs". Each "pair" of adaptable spaces has an area of common property between them (Pair). Each Pair has joint exclusive use and enjoyment of the common property that is located between each of the spaces.

32.3 Some of these adaptable spaces have an area of common property beside them. These adaptable spaces have joint exclusive use and enjoyment of the common property beside that space.

32.4 These shared spaces are intended to provide the user of the adjacent adaptable space with additional room and facility to move in and out of motor vehicles that adjoin the relevant shared space. Each shared space must be kept clear of any

objects that would impede the intended use of the shared space and, without limitation, must not be used for additional parking or storage.

32.5 The shared space may be fitted with a bollard or similar device to ensure compliance with by-law 32.4.

32.6 The relevant owner or occupier of the car space adjoining the shared space is liable for any damage caused to the shared space or any locking device within the shared space that they damage. The owners and occupiers of the car spaces adjoining the shared space are jointly liable for keeping the shared space clean and tidy and free of impediment to use. Otherwise, the Owners Corporation is liable for the repair and maintenance of the shared space and any bollard or locking device installed within the shared space.

32.7 The provisions of Part B of these by-laws apply to this by-law.

33. Storage of Bicycles

33.1 An owner or occupier must not:

(a) permit any bicycle to be stored in the common property except in designated areas; nor

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(b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building.

33.2 Owners and occupiers storing bicycles in designated storage areas do so at their own risk.

33.3 Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, or any other part of common property.

COMMON PROPERTY AND BEHAVIOUR ON COMMON PROPERTY

34. Roof Areas

34.1 The only access to roof areas is for cleaning/maintenance purposes by authorised personnel only.

34.2 Any person accessing the roof area with the authority of the Owners Corporation must adhere to any relevant access and safety requirements as issued by the Owners Corporation from time to time. At a minimum, these access and safety requirements should cover use of any access and safety systems installed within the Building and adherence to relevant occupational health and safety legislation or guidelines.

35. Moving furniture and other objects on or through common property

35.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the Building unless at least 2 business days' notice has first been given to the Strata Committee or any other delegate of the Strata
Committee so as to enable protective covering to be installed in lifts, a lift key to be booked and to enable a representative to be present at the time when the owner or occupier does so.

35.2 All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:

(a) via the Loading Bay;

(b) without obstruction of any other person, property, or public way;

(c) using only the lift that has been reserved and fitted with protective covering;

(d) trucks must be suitable to enter the Loading Bay and may not park in any way as to impede orderly flow of traffic to and from the car park and Loading Bay or park on other common property; and

(e) moves not booked in accordance with by-law 35.1 will be turned away until by-law 35.1 has been complied with.

35.3 Owners and occupiers are liable for any damage caused to any person, property or common property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured.

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35.4 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or person or personal property during the moving of furniture and other objects through common property.

36. Loading Bay

36.1 When using the Loading Bay, the owners and occupiers of lots

must: (a) keep the Loading Bay clean and tidy and in good

condition;

(b) ensure that no garbage, recyclable materials or food is stored in the Loading Bay other than in areas designated for the storage of garbage receptacles;

(c) repair any damage they cause to the Loading Bay or reimburse the Owners Corporation on demand for the cost of repairing any such

damage; (d) comply with Rules regarding the Loading Bay; and

(e) ensure that they do not unnecessarily disturb other owners and occupiers when using the Loading Bay.

36.2 The Owners Corporation, or where authorised by the Owners Corporation, the Strata Committee, may adopt rules regarding the use of the Loading Bay by owners and occupiers.

37. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

38. Damage to lawns and plants on common property

38.1 An owner or occupier of a lot must not:

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

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

39. Damage to common property

39.1 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 without the approval in writing of the Owners Corporation.

39.2 An approval given by the Owners Corporation under by-law 39.1 cannot authorise any additions to the common property.

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39.3 This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

provided that such structure or device complies with the relevant fire safety standards or code and the Owner provides the original owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the screen, structure or device complies with the relevant fire safety standards or code.

39.4 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building. Any screen door or flyscreens must be colour matched to the relevant door, wall or window and such colour matching must be approved by the Owners Corporation prior to installation.

39.5 The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 39.3 that forms part of the common property and that services the lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 39.3 that forms part of the common property and that services the lot.

39.6 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

40. Apartment Entry Door Modifications

40.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

40.2 Alterations or modifications to apartment entry doors require prior approval in accordance with by law 41.3.

40.3 If an Owner or Occupier applies to the Owners Corporation for consent under this by- law, that Owner or Occupier must provide the Original Owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.

41. Insect screens

41.1 An owner or occupier must not install Insect Screens to an entry door to a lot.

41.2 An owner or occupier may install Insect Screens which face the exterior of the Building so long as the Insect Screen is finished in a powdercoated finish and is

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the same colour as the window/door frame. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

42. Behaviour of owners and occupiers / smoking

42.1 Smoking on or within common property is prohibited. Owners and occupiers are responsible for the actions of their visitors and invitees and must make them aware of this prohibition.

42.2 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.

43. Children playing on common property in Building

43.1 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.

43.2 Owners and occupiers must not permit any child of whom the owner or occupier has control to make excessive noise on common property or within lots (eg open balconies) so as to disturb the peaceful enjoyment of other owners and occupiers.

44. Behaviour of invitees

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

45. Depositing rubbish and other material on common property

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

46. Notice board

46.1 The Owners Corporation will maintain a notice board on Common Property for the purpose of communicating with you.

46.2 If the Owners Corporation posts a notice of a meeting of the Owners Corporation on the notice board you will be deemed to have received that notice within 48 hours of the time of its posting.

47. Lifts

47.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within common property

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within the Building **(Service Contract).** The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

47.2 The cost of the Service Contract for the Building lifts is payable by all lot owners on a unit entitlement basis.

47.3 Owners and occupiers must:

(a) not allow children to operate any lifts; and

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and

(c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

47.4 If an owner or occupier damages a lift or any part of the common property, that owner or occupier is responsible for the costs of repair to the Owners Corporation.

48. Access to services and plant and equipment rooms

48.1 Section 122 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122.

48.2 Owners and occupiers of lots must allow access to the Owners Corporation, the Strata Committee, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Strata Committee or the Strata Managing Agent must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

49. Rules for Community Room on Ground Floor

49.1 The owner or occupier of a lot must not use the Community Room outside the opening hours nominated by the Owners Corporation.

49.2 The owner or occupier of a lot must ensure that any invitee of the owner or occupier does not use the Community Room unless that invitee is accompanied at all times by the owner or occupier during the invitee's use of the Community Room.

49.3 The owner or occupier of a lot at all times must not, and must ensure that all invitees of the owner or occupier do not:

(a) smoke in the Community Room;

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(b) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Community Room by another owner or occupier; and

(c) allow any child under the age of 12 to access or use the Community Room unless accompanied by an adult exercising effective control over that child.

49.4 The Owners Corporation may:

(a) restrict access to the Community Room by Security Key; and

(b) make rules about using the Community Room, including without limitation, rules regarding the maximum number of visitors which an owner or cccupier may bring into the Community Room at one time.

50. Rules

50.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and the parcel.

50.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

50.3 The rules bind owners, occupiers and a mortgagee in possession of a lot.

GENERAL

51. Other service agreements

51.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Approval or for the good order and management of the Building.

51.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

52. Agreement with Building manager

52.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.

52.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.

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52.3 The agreement may specify the Building Manager duties, which may include: (a) caretaking, supervising and servicing the common property;

(b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;

(c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson;

(d) supervising any Owners Corporation employees or contractors;

(e) supervising the Building generally;

(f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building;

(g) managing and providing security keys and access cards;

(h) monitoring and calculating air conditioning consumption data;

(i) providing concierge services; and

(j) co-ordination of rubbish removal.

52.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.

52.5 Owners and occupiers must not:

(a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or

(b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

53. Sewer Venting Services System

53.1 The Building incorporates sewer venting services from the basement levels of the building to the roof and is designed and installed in accordance with Australian Plumbing Standards.

53.2 The Owners Corporation must ensure the sewer venting services in the building remain un-altered and operational at all times as per the approved design and installation which has been documented in the 'work as executed' plumbing drawings in the 'Owners Corporation manual'.

53.3 The sewer venting services must not be altered, amended, changed, reconfigured, blocked, obstructed or affected in any way, without the prior written consent of the relevant authority which includes Sydney Water Corporation.

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53.4 If the Owners Corporation fails to comply with its obligations under this by-law, the relevant approval authorities, which include Sydney Water Corporation, may complete any necessary works to the sewer venting services, including gaining immediate unrestricted access, to return the sewer venting services to its original configuration, to ensure its correct operation in accordance with their respective
approval requirements which will be at the expense of the Owners Corporation. If any approved authorities alterations are carried out to the sewer venting services then the amended work as executed plumbing drawings are to be submitted to the NSW Plumbing Regulator for their records.

54. Provision of Amenities or Services

54.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including.

(a) window cleaning;

(b) garbage disposal and recycling

services; (c) electricity, water or gas

supply;

(d) telecommunication services; and

(e) security services.

54.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or
service.

54.3 The Owners Corporation may delegate entry of all or any service agreements to the Strata Committee.

55. Electronic service of notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

56. Embedded Network

56.1 The Owners Corporation has the power to appoint and enter into agreements with a supplier for the installation of an embedded electrical, solar and natural gas network for the supply of electricity, solar, broadband and natural gas to the Building for use in the hot water plant, internet services and gas cookers.

56.2 The Owners Corporation has the power to supply electricity, solar, broadband and natural gas to lots in the Building and may make arrangements with

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owners and occupiers of lots about paying for electricity, internet services and natural gas supplied under this by-law.

56.3 The Owners Corporation may enter into agreements with the electricity, solar, broadband and natural gas supplier during the initial period for the Building.

56.4 An Owner may enter into an agreement or agreements with a supplier for use of electricity, solar, broadband or natural gas through the embedded electrical, solar, broadband and natural gas networks.

56.5 If the Owners Corporation enters into an agreement with a supplier during the initial period for the Building:

(a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or such other minimum period permitted by law); and

(b) the Owners Corporation may agree to pay the electricity, solar, broadband and natural gas supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the electricity, solar, broadband and natural gas supplier that will be payable if the electricity, solar, broadband and natural gas supplier is not appointed by the Owners Corporation at the first annual general meeting.

56.6 If the Owners Corporation enters into an agreement with an electricity, solar, broadband and natural gas supplier after the initial period for the Building:

(a) the term of the agreement may be for the period agreed by the Owners Corporation (but not exceeding the maximum permitted by law); and

(b) the pricing of the electricity, solar, broadband and natural gas supplier under the agreement may be as agreed by the Owners Corporation.

56.7 An agreement between the Owners Corporation and a electricity, solar, broadband and natural gas supplier must have provisions about:

(a) the rights of the Owners Corporation to terminate the agreement early if the electricity, solar, broadband and natural gas supplier does not properly perform its functions or comply with its obligations under the agreement; and

(b) the rights of the Owners and Occupiers to opt out of purchasing electricity, solar, broadband and natural gas from the supplier and the process for opting out.

GENERAL

57. Retail By-laws

57.1 These by-laws apply to the Retail Lots only.

57.2 In the event of any inconsistency between these Retail By-laws and the other by-laws within this instrument, the Retail By-laws prevail to the extent of the inconsistency.

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58. Fit Out and Fit Out Manual

58.1 In addition to its powers under the Management Act, the Owners Corporation has the power to adopt a Fit Out Manual to control, without limitation:

(a) the internal fit out of Retail Lots;

(b) alterations to Common Property which an owner or occupier may carry out in order to fit out their Retail Lot;

(c) signs which an owner or occupier may erect in their Retail Lot or on Common Property;

(d) the colour and style of blinds, curtains, louvres and other window coverings which an owner or occupier may install in their Retail Lot; and

(e) acoustic requirements for Retail Lots.

58.2 The Owners Corporation, owners and occupiers of Retail Lots must comply with the Fit Out Manual.

58.3 The Fit Out Manual may approve certain types of works in a Retail Lot or on Common Property (eg authorise you to erect a certain type of sign in your Retail Lot or make alterations to Common Property in order to fit out your Retail Lot). You do not need to obtain consent from the Owners Corporation under the by-laws to carry out work that is authorised or approved under the Fit Out Manual. However, before you start any fit out works you must obtain the Owners Corporations' written approval of your fit out plans, which approval will be given if your fit out plans comply with the Fit Out Manual.

58.4 The Owners Corporation may change the Fit Our Manual at any time. If the Owners Corporation does so change the Fitout Manual, the change will not be binding on the owners and occupiers of Retail Lots until written notice of the change is given to the owners of Retail Lots.

58.5 The following apply to any shopfront for a Retail Lot:

(a) if a shopfront (including doors and windows) or any part of a shopfront forms part of the Common Property, the owner the Retail Lot will have the exclusive use of that shopfront.

(b) the owner of the Retail Lot must at its cost repair, replace and maintain the shopfront in good condition and repair and in keeping with the standard of the Building.

(c) if the shopfront is constructed after registration of the Strata Plan the owner of the Retail Lot must comply with the Fitout Manual and these by-laws relating to the performance of fitout works.

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58.6 In the event of any inconsistency between these by-laws and the Fit Out Manual, the by-laws prevail to the extent of the inconsistency.

59. Use of Retail Lot

59.1 The owner and occupier of a Retail Lot must:

(a) comply with the Fit Out Manual in regard to fitting out the

lot; (b) keep the lot clean and tidy and n good repair and

condition;

(c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services the lot (whether or not the owner or occupier made the installation or alteration);

(d) notify the Owners Corporation if there is a change of the existing use of the Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and

(e) at their expense, comply with all laws about the lot including, without limitation, requirements of Government Agencies.

59.2 Subject to the Fit Out Manual, the owner and occupier of a Retail Lot must have consent from the Owners Corporation to:

(a) carry out building works in the lot;

(b) subject to their rights under the by-laws, keep anything in the lot that is visible from outside the lot and is not in keeping with the appearance of the Building;

(c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in the lot if they are visible from outside the lot;

(d) install an intruder alarm with an audible signal; or

(e) attach or hang an aerial or wires outside the lot.

59.3 Subject to the Fit Out Manual, window coverings (eg curtains, blinds and louvres) in a Retail Lot must be:

(a) in keeping with the appearance of the Building; and

(b) of a standard commensurate with the standard of the Building.

59.4 The owner or occupier of a Retail Lot must clean the glass in windows and doors of the lot (even if they are Common Property) unless they cannot be accessed safely.

59.5 The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in a lot, the owner and occupiers of that lot are excused from their obligations under by-law
59.4 for the period the Owners Corporation resolves to clean the glass.

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59.6 Retail Lots may only be used during the hours approved by Council and any other relevant Government Agencies.

59.7 The owner and any occupier of a Retail Lot must:

(a) observe any maximum floor loadings nominated by the Owners Corporation and must not permit the floors of any Retail Lot or Common Property to be broken, strained or damaged by overloading; and

(b) not install any safe or other heavy equipment except in such position and subject to such conditions as a competent certifying engineer nominated or approved by the Owners Corporation from time to time may approve in writing.

60. Exclusive use of Grease Traps

60.1 This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner who has special privileges under this by-law. Part B of these by-laws applies to this Common Property Rights By-Law.

Special Privilege Rights

60.2 There are two Grease Traps in the Building. Each Retail Lot is able to connect to and use one of the Grease Traps.

60.3 The owner of a Retail Lot who connects that Retail Lot to a Grease Trap has, along with other owners of Retail Lots which connect to a Grease Trap:

(a) a special privilege to connect to and use, the Grease Trap that is designated for use by that owner's Retail Lot; and

(b) a special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in Common Property necessary to connect that owner's Retail Lot to the Grease Trap.

Interpreting this by-law

60.4 In this Common Property Rights, "the owner" means each owner or occupier of a Retail Lot that is connected to the Grease

Trap. Owner Obligations

60.5 The owner must, at its cost:

(a) properly maintain and repair, and where necessary, replace, any pipes, wires, cables and ducts installed according to this Common Property Rights By-Law to connect the owner's Retail Lot to the Grease Trap (whether or not the owner installed them);

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(b) arrange for regular pump outs of the Grease Trap and removal of trade waste; (c) comply with the requirements of Government Agencies for grease arrestors;

(d) comply with the reasonable requirements of the Owners Corporation about exercising the rights and obligations under this by-law.

Owners Corporation Obligations

60.6 The Owners Corporation must carry out structural maintenance, repairs and replacements of the Grease Trap.

Paying for the Grease Trap

60.7 Each owner must pay the costs incurred by the Owners Corporation under by-law 60.6 ("Owners Corporation Obligations") in shares proportional to the unit entitlement of each owner in relation to the total unit entitlements of all Retail Lots which are connected to the Grease Trap.

60.8 The Owners Corporation may perform the owner's obligations under this Common Property Rights By-law if the owner requests or if the owner fails to comply with the owner's obligations under this Common Property Rights By-law, in which event the owner must pay the Owners Corporation's costs of doing so. The Owners Corporation may:

(a) include the costs in notices for the administrative fund or sinking fund contribution of the owner; or

(b) require the owner to pay its costs on request or in advance.

DICTIONARY

Undefined strata title terms (eg "common property", "lot", "parcel", "strata scheme') have the same meaning as in the Management Act and the Development Act.

Air Conditioning Equipment means an air conditioner inside a lot or on or within the roof or basement of the Building and includes air conditioning plant and equipment; pipes, wires, cables, coils, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

Bicycle Storage Area means any areas of common property designated for bicycle storage. Building refers to the building or buildings within the Strata Scheme.

Building Manager means the person or company appointed to manage the Building under the terms of these by-laws.

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Common Property Rights By-Law means a by-law created pursuant to the Management Act whereby one or more lot owners have exclusive rights or privileges over part or parts of the common property.

Community Room means that part of the common property designated as the community room by the Owners Corporation.

Council means Inner West Council.

Development Act means the Schemes Development Act 2015 (NSW).

Development Approval means development approval No. 10.2014.326 or any modification of it.

Excluded Dog means:

(c) American pit bull terrier or pit bull terrier,

(d) Japanese tosa,

(e) dogo Argentina,

(f) fila Brasileiro,

(g) any other dog of a breed, kind or description whose importation into Australia is prohibited by or under the *Customs Act 1901* of the Commonwealth, or

(h) any dog declared by an authorised officer of a council under the *Companion Animals Act 1998* (or the regulations passed under that Act) to be a restricted dog.

Fit Out Manual means the guidelines for fitout adopted by the Owners Corporation from time to time.

Garbage Room means the garbage rooms for the Building, including without limitation, Garbage Room A, Garbage Room B and the Retail Garbage Room.

Garbage Room A means the garbage room on Basement Level 1 marked "A" on the strata plan.

Garbage Room B means the garbage room on Basement Level 1 marked "B" on the strata plan.

Government Agency means any government semi government or local government, statutory or public or other authority having jurisdiction over the Building. It includes the Council.

Grease Trap means the two common property grease arrestors, which include all pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump of the grease arrestors.

Insect Screens means any fly screen or other external screen or door which is attached to windows or doors.

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Loading Bay means the loading bay on Basement Level 1 as designated on the strata plan. Management Act means the Strata Schemes Management Act 2015 (NSW). Original Owner means Ganghui Pty Limited.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Residential Lot means any lot in the strata scheme that is designated by the Council and/or the Development Approval for residential purpose or use.

Residential Tenancies Act means the Residential Tenancies Act 2010 (NSW). Retail Garbage Room means the garbage room on the Ground Floor of the Building.

Retail Lot means any lot in the strata scheme that is designated by the Council and/or the Development Approval for a retail or commercial purpose or use.

Security Keys means a key, magnetic card or other device or information used to open and close common property doors, gates or locks or to operate alarms, security systems or communication systems.

Security System includes the closed circuit television system and all lighting in the basement and along pedestrian access routes.

Sprinkler Area means the area 500mm immediately below all sprinklers.

Strata Committee has the same meaning as in the Management Act. Strata Managing Agent has the same meaning as in the Management Act.

Waste Collection Contract means a contract with a private waste collection service contractor to provide waste collection services.

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Sp98956
27/11/2019

Special By-Law (1) Absolution of Maintenance- Lot Fixtures & Fittings

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 the By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.
(c) Any items specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporation insurance policy shall still be protected by that insurance.
(d) At all times the owners corporation shall retain the maintenance responsibilities for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the owner's corporation responsibility, except where a lot owner has undertaken renovation within their lot that affects the waterproofed area/s
(e) The By-law does not confer any right upon a lot owner to install any items listed in this By-law as a fixture or fitting of a lot.
Part 2- Definitions
In this By-law, unless the context otherwise requires or permits:
(i) Act means the Strata Schemes Management Act 2015(NSW) or any amendment
(ii) Lot means any lot in the strata plan
(iii) Owner means the owner of the lot
(iv) Owner Corporation means the owners corporation created by the registration of the strata plan
(v) Internal Area means any areas within the envelope of a lot as defined by the strata plan
(vi) Internal Pipe Work and Wiring means any pipe works or wiring that only services one lot, whether located on a common property or internal wall
In this By-law, unless the context otherwise requires
(i) The singular includes plural and vice versa
(ii) Any gender includes the other genders
(iii) Any terms in the By-law will have the same meaning as those defined in the Act and
(iv) References to legislation includes references to amending and replacing legislation.
Part 3- Terms and Conditions
In accordance with section 106(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
i) All cornices
ii) All skirting boards
iii) All architraves and internal door jams
iv) Wall tiles wherever located, including kitchen, bathroom and laundries
v) Floor tiles wherever located, including kitchen, bathroom and laundries
vi) False ceilings
vii) Mezzanines, stairs and handrails
viii) All paintwork and wall paper
ix) The cleaning of mould throughout the lot where the causative factors are purely environmental

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3.2 Bathroom, Ensuites and Laundry areas

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to

i) All taps and internal pipe works

ii) Shower screens

iii) Bathtub, including internal floor waste and drainage pipes

iv) Sinks and hand basins including internal drainage pipes

v) Cabinets and mirrors

vi) Toilet pan, including cistern and internal waste pipes

vii) All lights, light fittings and exhaust fans that only service the lot where located

3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to

i) All taps and internal pipe works

ii) All internal wastes and drainage pipes, including connection to the common stack

iii) Bench tops

iv) Sinks and insinkerators

v) Ovens, stoves and cook tops

vi) All lights, light fittings, exhaust fans and rangehood that only service the lot, wherever located, including ducting and external ventilation points.

3.4 Flooring Coverings

i) All carpet within the lot

ii) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles

iii) All floor boards, whether it is floating or fixed

3.5 Balcony/Courtyard Areas

i) All tiles, pavers and decking

ii) All handrails within the balcony or courtyard area

iii) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan

iv) All plants and grassed areas within the balcony or courtyard

v) The pruning, trimming or removal of a tree or trees, including damage caused by roots

vi) Fences that divided two lots

vii) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical fittings and Appliances

i) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling

ii) All electrical sockets and wall plates

iii) Ceiling fans

iv) Smoke detectors that only service one lot

v) Alarm System that only service one lot

vi) Electrical main and sub-main that services only one lot including fuses wherever located

vii) Individual garage door motors

viii) Intercom, telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located

ix) Split system and ducted air conditioning system, including condenser units and all associated equipment wherever located that only service one lot

x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located

xi) Any general appliances such as dishwasher, microwave oven, clothes dryer or other that is designed to only service the lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

i) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate the common entry door s and garage doors of the scheme

ii) Automatic door closers

iii) any locking device including mail box lock or door furniture installed on the front and back doors, balcony doors and windows of the lot, whether installed originally or
subsequently by the lot owner
All flyscreens and security screens/door fitted to the windows, doors and balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner

Special By-Law (2) Access for Inspection of Fire Services
A) Definitions

i) The following terms are defined to mean;
Agents means the strata managing agent, executive committee or any fire safety contractor or personnel engaged by the owners corporation, the Environmental, Planning and Assessment Regulation 2000(NSW) or any Fire Safety measure listed on Fire Safety Certificate applicable to the strata scheme
Fines or Re-inspection fees includes any fines or charges imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation
Reasonable access means between the hours of 7.00am and 7.00pm Monday to Friday excluding public holidays
ii) Where any terms used in this By-law are defined in the strata Management Act 2015, they will have the same meaning as those terms are attributed under that Act
B) Duties of Owners
In relation to the owners corporation responsibility to obtain Annual Fire Safe5ty Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring the following;
i) That where necessary the owners corporation or its agent have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment
ii) That the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purpose of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.
C) Duties of the Owners Corporation
The owners corporation or their agents must provide the occupants of the lot with a minimum of sever (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (B) above
D) Indemnity
i) The owner of a lot indemnifies the owners corporation against any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (B)
ii) The owner of a lot indemnifies the owners corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to issue.
E) Right to Remedy Default
If an owner, or occupier, or lessee of a lot fails to comply with this By-law, then the owners corporation may
i) Carry out all the necessary work to perform the obligation

ii) Enter upon any part of the parcel to carry out that work
iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

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Special By-Law (3) Alterations and additions to the Fire Door of a Lot

A) Definitions
i) The following terms are defined to mean
Fire Door of a lot means the common property entrance door to the lot in the strata scheme including all attached locks, door handles, door frames, door closers and other ancillary structures
Original Condition means the condition at the date of registration of the strata scheme
ii) Where any terms used in this By-law are defined in the Strata Scheme Management Act 2015, they will have the same as those words are attributed under that Act
B) Duties of Owners

i) Notwithstanding By-law No 5 of the strata scheme, an owner or occupier, or lessee of a lot must not replace or make any alterations or additions to the fire door that gives access to the owner's, or occupier's or lessee's lot(including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation and
Make any alterations or additions to a fire door that gives access to the owner's or occupier's or lessee's lot that is in breach of the fire regulations under the Building Code of Australia
C) Liability
i) 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
ii) 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
An owner of a lot must indemnity 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 section65(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 the necessary work to perform the obligation
ii) Enter upon any part of the parcel to carry out that work
iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

Special By-Law (4) (Compensation to Owners Corporation)
A) Definitions
(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities 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, Strata Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

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'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 2015.
'works' means any repair, maintenance, replacement, refurbishment undertaken at the strata scheme or any penalty imposed by public authority on the lot

(ii) 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.
B) Rights and Obligation of Owners
(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged,
(v) caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) 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.
(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand. C) 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 clause B) 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 85 of the Act; (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs

Special By-Law (5) Relocation of motor vehicle

the owners corporation of Strata Plan No 98956 prepare a motor vehicle Relocation Notice under reg 34 of the Strata Schemes Management Regulation 2016 (NSW) (called Relocation Notice) in respect of the vehicle on common property described in the Schedule;
place the Notice on or near the vehicle;
not earlier than five clear days after placement, move the vehicle in accordance with the Relocation Notice; and
When the owners details are known, recover all costs incurred by the owners corporation in the relocation such as towing costs, legal costs and strata management costs from the owner as a debt
from the owner of the lot by way of a levy charged to the lot;
Schedule: Motor Vehicle Details:
Type.....

Sp98956
27/11/2019
Colour.....
Registration No (if known) .....
Location on Common Property.....

Special By-law (6) OverCrowded

An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep
overnight in the lot to exceed the number obtained in accordance with following formula;
Maximum= 2 x bedroom
Where: Maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a
lot or occuper of a lot (as the case may be); and
An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot (tenancy agreement), a clause in the tenancy agreement which has the effect of
this by-law.
This by-law does nt apply to an onwer of a lot who actually occupies the lot and the owner's immediate
family, being the owner's partner and children.

Special By-law (7) Smoking Penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not
penetrate to the common property or any other lot.
*Explanation
This by-law is to give proper power to the owners corporation to exert over the control of smoking in
the building. 75% of owners that vote at the meeting, either in person or by proxy, taken on a count of Unit of Entitlement votes are in favour of the proposal.

Special By-law (8) Minor Renovations
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)

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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 reverse cycle split system or ducted air-conditioning system,
i. Installing double or triple glazed windows,
j. Installing ceiling, wall or floor insulation,
k.Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

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

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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 by the owners of the lot from which the damage results at no cost to the Owners Corporation; good

vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14)
days before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the
granting of approval for Minor Renovations, including but not limited to;

i. The supply of a Dilapidation Report prior to the commencement of the works,

ii. The supply of additional expert reports relevant to the proposed works,

iii. Payment of a Bond before commencement of the works,

iv. Conditions surrounding noise and proposed times of work,

v. Provisions for cleaning and removal of debris,

vi. Conditions surrounding access to common property



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AP 739771

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 98956 was affixed on ^ 27/11/2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: BING LU Authority: Strata Manager

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

^ Insert appropriate date
* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

THE OWNERS - STRATA PLAN No. 98956
Common Seal

Created 2016

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/1743

Fee: $62.00

Certificate Date: 15/04/2026

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

Subject property address (if applicable)	Legal description
G8/1 Markham Place ASHFIELD NSW 2131	Lot 17 SP 98956

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:

- Inner West Comprehensive Development Control Plan 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill

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:

NONE APPLICABLE

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone E2 Commercial Centre

1 Objectives of zone

- To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.
- To encourage investment in commercial development that generates employment opportunities and economic growth.
- To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.
- To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To accommodate residential development that complements and promotes the role of the Ashfield town centre as the primary location for investment, employment, cultural and civic activity.
- To ensure that new development displays high architectural and urban design qualities and contributes to the desired future character of the Ashfield town centre.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Hotel or motel accommodation; Information and education facilities; Light industries; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Resource recovery facilities; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Rural industries; Sewage treatment plants; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water storage facilities; Water treatment facilities; Wholesale supplies

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

2. Zoning and land use under relevant environmental planning instruments

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

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

NO

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

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
   - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
   - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
   (a) The name of this region is the Greater Sydney region.
   (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

   Continued 7.23 determination means a s7.23 determination that –

   (a) Has been continued in force by the Act, Schedule 4, Part 1, and

   (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

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

Housing Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Pattern Book Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

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

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

NO

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

YES

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 affected area of the Probable Maximum Flood, as determined through Inner West Council's adopted Flood Studies.
- Clause 5.22 – Special Flood Considerations of the *Inner West Local Environment Plan 2022* applies to Sensitive and Hazardous development or development that may require the evacuation of vulnerable people.
- 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/live/environment-and-sustainability/in-your-neighbourhood/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/live/environment-and-sustainability/in-your-neighbourhood/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	**NO**
f) Contamination	**NO**
g) Aircraft noise	**NO**
h) Salinity	**NO**
i) Coastal hazards	**NO**
j) Sea level rise	**NO**

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

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

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

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

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

   NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

   NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

   NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

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

15 April 2026

Infotrack Pty Limited

Reference number: **8005176185**

Property address: **U 08 L G 1 Markham Pl Ashfield NSW 2131**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

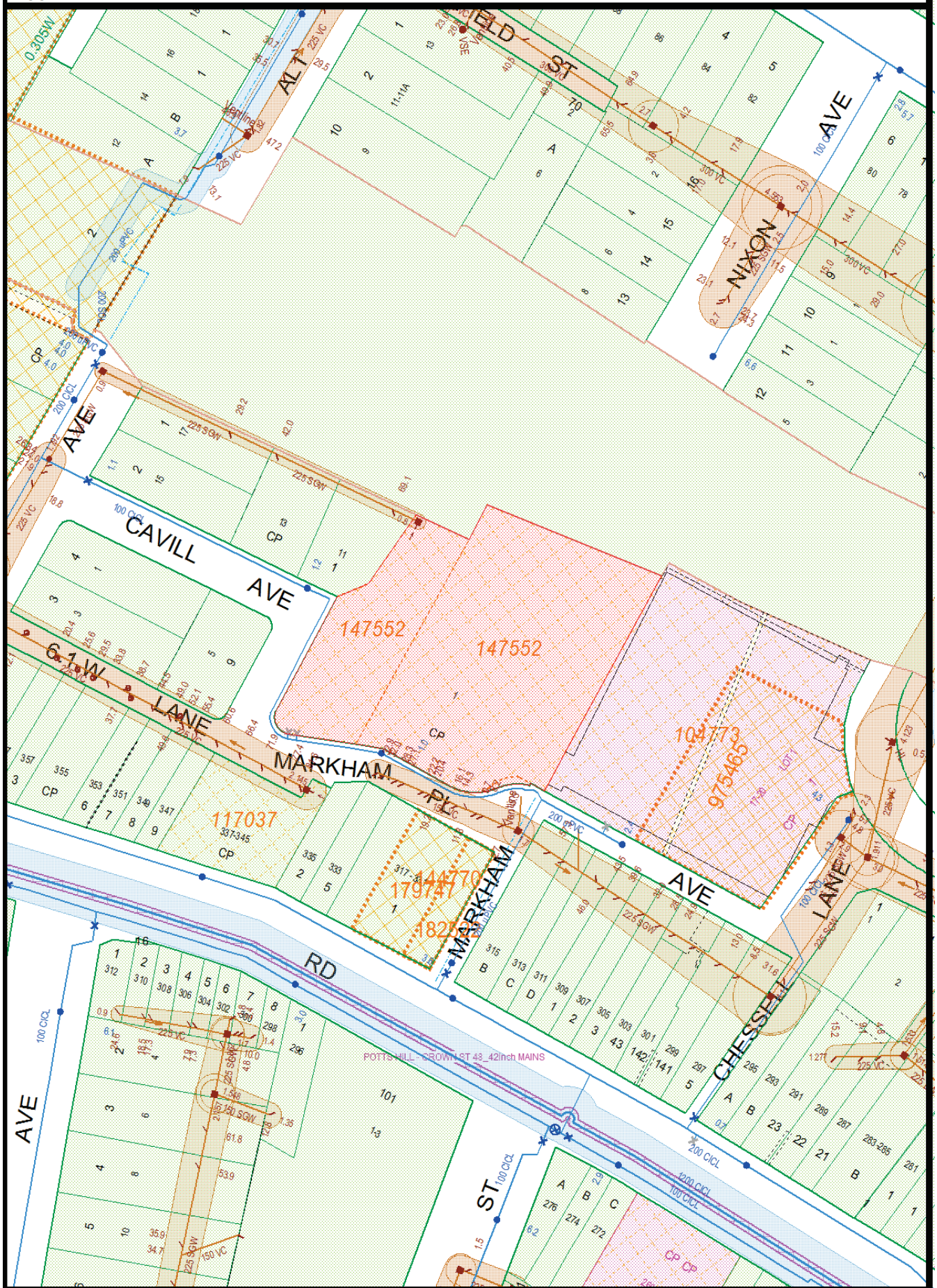
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Application No. 10551280 Created on Oct 7, 2020 4:32:39 PM



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

Australian Government
Australian Taxation Office

MR SAYAN GHOSH
30 FOURTH STREET
ASHBURY NSW 2193

Our reference: 7169251072994
Phone: **13 28 66**

21 April 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello SAYAN,

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

Notice number	2411197831230
Vendor name	SAYAN GHOSH
Clearance Certificate Period	21 April 2026 to 21 April 2027

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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

Australian Government
Australian Taxation Office

MS SAMRIDDHA SARKAR
30 FOURTH STREET
ASHBURY NSW 2193

Our reference: 7169251478014
Phone: **13 28 66**

21 April 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello SAMRIDDHA,

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

Notice number	2411197831889
Vendor name	SAMRIDDHA SARKAR
Clearance Certificate Period	21 April 2026 to 21 April 2027

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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Contact us

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