

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make 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):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	Other <input type="checkbox"/> 60

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

LAMB & WALTERS

PO Box 95, Gordon NSW 2072

Email: hello@lambandwalters.com.au

Tel: 9449 8855

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.

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 to purchase the property, 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 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.

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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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. Where the market value of the property is at or above a legislated amount, 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 ATO.

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 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 Signed*, *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.

- 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.

- 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*.

- 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 everything reasonable 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.

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) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 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
 - 13.3.3 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.

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).

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.

- 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 in writing 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 or management contract or 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 s171 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.

- 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.

- 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 earned 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 everything reasonable 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.

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 everything reasonable 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.
 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.

- 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.

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.

335 /2C Munderah Street Wahroonga NSW 2016

ADDITIONAL C O N D I T I O N S

32. The Purchaser warrants that he or she was not introduced to the Vendor or to the property by any agent other than the agent named in this contract. The Purchaser agrees to indemnify the Vendor against any commission which may be payable by the Vendor to any other agent in respect of any such introduction. This provision shall not merge on completion of this Agreement.
33. The Purchaser acknowledges that the property and the Inclusions are sold in their present condition and state of repair. The Purchaser cannot make any claim for compensation if any infestation or dilapidation as regards to the Improvements and Inclusions in this Agreement. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property sold.
34. The Purchaser acknowledges that the provisions of the Contract constitute the full and complete understanding between the parties and that there is no other promise, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of the Contract or binding on the parties to this respect and to any of the matters to which this Contract relates.
35. The parties agree that fourteen (14) days is an adequate period for any notice under Clause 15, in which time is of the essence.
36. If completion does not occur by the completion date which is not the fault of the Vendor, the Purchaser agrees, as an essential term of this Contract, to pay the Vendor at actual completion the unpaid price together with interest of ten per centum (10%) per annum commencing from the completion date to and including the actual completion date. This provision shall not merge or extinguish on any termination of the Contract by the Vendor.
 - (a) Further to clause 35 the Purchaser shall on completion pay the vendor the sum of \$440.00 (inclusive of GST) being the costs and expenses associated with the preparation and service of the Notice to Complete.
37. If a party is a natural person (if more than one person either one of them) dies or incapable of administering his or her estate or declared bankrupt, then either party may rescind this Agreement and Clause 19 shall apply.
38. If a party before completion goes into liquidation or has an official manager or receiver appointed, then either party may rescind this Agreement and Clause 19 shall apply.
39. The Purchaser authorises the depositholder to pay all or part of the deposit herein, as required, to the vendor's solicitor or as they may direct to be applied as a deposit or balance payable by the vendor for the purchase of another property together with the stamp duty incurred. The Purchaser agrees and acknowledge that by their execution of this contract, they irrevocably authorise the deposit holder to release

to the vendors such all or part of deposit and no further authority will be required from the Purchaser before the release of deposit.

40. Notwithstanding anything to the contrary herein contained the parties expressly agree that any claim for compensation, whether under Clause 7 of the printed condition or otherwise, shall be deemed to be an objection or requisition for the purpose of the printed condition hereof.
41. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
42. Intentionally deleted.
43. The standard printed conditions are amended as follows:
 - (a) Clauses 10.1.8 and 10.1.9 – delete the word “substance” and substitute the word “existence”.
 - (b) Clause 14.4 Amended by deleting the clause 14.4 and replacing it with the following clause:

“The parties must adjust surcharge land tax and any other land tax for the current year at the adjustment date by adjusting the amount actually payable by the Vendor on the property without any threshold”
 - (c) Clause 14.4.2 be deleted.
 - (d) Clause 23.5.2- delete words “but is disclosed in this contract”.
 - (e) Clause 23.9.1 Amended “1% “ to “5%”
 - (f) Clause 23.9.4 be deleted.
 - (g) Clause 23.13 & 23.14. Amended “7 days” to “3 days”.
 - (h) Clause 23.17 be deleted.
 - (i) Clause 24.1 be deleted.
 - (j) Clause 24.3.1 and 24.3.3 be deleted.
 - (k) Clause 23.6.1- be deleted
 - (l) Clause 25 be deleted.
 - (m) Clause 30.7 and 30.11 be deleted.
 - (n) Clause 13.13 and 31.2. Amended “5 Business days” to “2 Business days”

44. If the Purchaser is a corporation the Purchaser will procure a personal guarantee from the directors of the corporation to guarantee the due performance of the Purchaser's obligation under the Contract. Failure by the Purchaser to comply with this clause shall constitute a breach of an essential term entitling the Vendor to terminate the Contract.
45. If the Vendor accepts a bond or guarantee for the deposit. The Purchaser agrees to guarantee the performance of the Guarantor who issued the bond or guarantee. In the event that the Vendor has the right to terminate this Contract and the Guarantor fails to pay the guaranteed amount indicated in the bond or guarantee, the Purchaser agrees to pay the guaranteed amount to the Vendor within three (3) days after notification from the Vendor's solicitor.
46. The parties agree that the Vendor's obligation to answer any requisitions under Clause 5 of the standard printed form condition shall in the standard **Form 800 Requisitions on Title by Australian Law Stationers Pty Ltd** for strata and community titled property or standard **Form 825 Requisitions on Title by Australian Law Stationers Pty Ltd** for a residential property, a copy of which is attached as Annexure "A".
47. Notwithstanding the deposit shown on the front page of the Contract, the Vendor agrees to exchange on a reduced deposit of \$ and/or % of the price and relies on Clause 9 of the Contract.
48. Intentionally deleted.
49. If the completion is not occurred in according with the contract for sale through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this Contract, the purchaser must pay in addition of \$220.00 (GST inclusive) on settlement, to the vendor's conveyancer for each cancellation of settlement.
50. Should the tenants referred to this contract:
- a. Give notice to vacant the property before or after exchange of contract; and/or
 - b. Vacate the property prior to the completion; then

The purchaser shall not make any objection requisition or claim for the compensation nor require the Vendor to relet the property and shall accept the property with Vacant Possession.

51. Notwithstanding any other provisions in this Contract, the parties agreed that if a contribution which is not a regular periodic contribution (special levies) levied before the Contract date, the Purchaser is responsible to pay all instalments of the special levies.

52. The purchaser agrees to upload the Order on the Agent/ Order on the Conveyancer to the PEXA workspace by no later than the morning of settlement date. The Order on the Agent/ Order on the Conveyancer will be held in escrow pending completion.
53. Notwithstanding the law or any other provisions hereof the parties agree that if there is land tax charged on the subject land and a section 47 land tax certificate is served on the purchaser at anytime prior to completion date even the land tax is not cleared when the certificate is provided to the purchaser and the vendor has allowed the land tax payment to the Revenue NSW at completion, the purchaser agrees to proceed the settlement The purchaser shall not make any requisitions, objection or claim for compensation nor have any right of rescission or termination in relation to this clause.

GUARANTOR

1. Should the Purchaser be a Company, then no less than two (2) persons whose names and addresses are set out hereunder (herein called "**the Guarantor**") at least one of whom shall be a Director of the Purchaser) shall give the guarantee as herein provided and the Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract.
2. The Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of the Purchaser's obligations under this Contract.
3. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from and any expenses incurred in connection with, a breach by the Purchaser of this Contract. It is not necessary for the Vendor to incur expense or make payment before enforcing that right of indemnity.
4. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from and any expenses incurred in connection with a representation or warranty by the Purchaser in this Contract being incorrect or misleading.
5. The Guarantor waives any right it has of first requiring the Vendor to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
6. The liabilities of the Guarantor under this Clause as a guarantor, indemnifier or principal debtor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to , one or more of the following:
 - a) The Vendor granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
 - b) Acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
 - c) Any novation of a right of the Vendor;
 - d) Any variation of this Contract; or
 - e) The invalidity or unenforceability of any obligation or liability of a person other than the Guarantor.
7. The Guarantor may not, without the consent of the Vendor:
 - a) Raise a set-off or counterclaim available to it of the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity;
 - b) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit or any security or guarantee held by the Vendor in connection with this Contract; or

- c) Prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay the Purchaser's debts when they fall due.
- 8. If a claim that a payment or transfer to the Vendor in connection with this Contract or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
- 9. This Clause is an essential term of this Contract.

Name of Guarantor	Name of Guarantor

--	--

Address of Guarantor	Address of Guarantor

SIGNED by the Guarantors)	
in the presence of:)	
)	
)	
)	

CERTIFICATE UNDER SECTION 66W

RE: _____ (Hereinafter called "the Purchasers")

AND: _____ (Hereinafter called "the Vendors")

PROPERTY: _____

I, _____ of _____ CERTIFY

As follows:-

- (a) I am a Solicitor/Conveyancer currently admitted to practise in New South Wales.
- (b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for Sale of the abovementioned property from the Vendors to the Purchasers in order that there is no cooling off period in relation to that Contract.
- (c) I do not act for the Vendors and am not employed in the legal practice of a Solicitor/Conveyancer acting for the Vendors nor am I a member or employee of a firm which a Solicitor/Conveyancer acting for the Vendors is a member or employee.
- (d) I have explained to the Purchaser :-
 - (i) the nature of this Certificate;
 - (ii) the effect of the contract;
 - (iii) the effect of giving this certificate to the Vendors is that there is no cooling off period in relation to that Contract.
 - (iv) the Purchaser indicated the understanding of this Certificate and approved the issuing of same.

Dated this _____ day of _____ 20

Form 800**STRATA TITLE**From *Purchasers Solicitor*To *Vendors Solicitor*

Date:.....

REQUISITIONS ON TITLE**2008 EDITION**

RE:..... Purchase From.....

Property

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.	
8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

REQUISITIONS	RESPONSE
<p>9. If the sale of the property is subject to an existing tenancy:-</p> <ul style="list-style-type: none"> (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion. 	
<p>10. If the lot is sold "off-the-plan":-</p> <ul style="list-style-type: none"> (a) The Vendor must provide the Purchaser before completion with:- <ul style="list-style-type: none"> (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion. 	
<p>11. If the Vendor is an executor and/or trustee:-</p> <ul style="list-style-type: none"> (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with. 	
<p>12. If the Transfer will be signed under Power of Attorney:-</p> <ul style="list-style-type: none"> (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation. 	
<p>13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6</p>	
<p>15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.</p>	

REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

REQUISITIONS	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

DISCLAIMER

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.....
Solicitor for Vendor

CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction-Conditions of Sale' on page 3 of the printed contract.

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:

- 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 that a bid may be made 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) One bid only may be made on behalf of the seller by the auctioneer on behalf of the seller.
- c) When making a bid on behalf of the seller, the auctioneer must clearly state that the bid was made on behalf of the seller.

Bidding by a co-owner or executor must be identified in the auction conditions.



FOLIO: 50/SP79293

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/12/2023	3:18 PM	5	20/2/2020

LAND

LOT 50 IN STRATA PLAN 79293

AT WAHROONGA

LOCAL GOVERNMENT AREA KU-RING-GAI

FIRST SCHEDULE

KEVIN KIET QUOC LY

(T AD780997)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79293

2 AP915269 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP79293

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/12/2023	3:18 PM	15	24/9/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79293
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WAHROONGA
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM SP79293

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79293
ADDRESS FOR SERVICE OF DOCUMENTS:
2C MUNDERAH STREET
WAHROONGA 2076

SECOND SCHEDULE (30 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A619348 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
A770206 VARIATION OF COVENANT A619348
S222944 VARIATION OF COVENANT A619348
- 3 A678215 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
S222944 VARIATION OF COVENANT A678215
- 4 A770206 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 B659684 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 6 C528867 RIGHT OF WAY 3.05 METRE(S) WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 7 C561821 EASEMENT FOR DRAINAGE 1.83 METRE(S) WIDE AFFECTING
THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 K325385 RIGHT OF WAY 2.285 METRE(S) WIDE APPURTENANT TO THE
PART OF THE LAND WITHIN DESCRIBED SHOWN SO BENEFITED
IN THE TITLE DIAGRAM (SEE DP228983)
- 9 K325385 EASEMENT FOR OVERHANGING EAVES AND GUTTERING 0.355,
0.455 AND 0.61 METRE(S) WIDE APPURTENANT TO THE PART
OF THE LAND WITHIN DESCRIBED SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (SEE DP228983)
- 10 K325385 RIGHT OF CARRIAGEWAY 2.285 METRE(S) WIDE AFFECTING

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (30 NOTIFICATIONS) (CONTINUED)

-
- THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE DP228983)
- 11 DP614137 RIGHT OF CARRIAGEWAY 4.57 AND 9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP614137 RIGHT OF CARRIAGEWAY 4.57 AND 9 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND WITHIN DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 13 DP614137 RIGHT OF CARRIAGEWAY 4.57 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP614137 RIGHT OF CARRIAGEWAY 4.57 METRE(S) WIDE APPURTENANT TO THE PART OF THE LAND WITHIN DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 15 DP614137 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP614137 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 17 S222943 EASEMENT TO DRAIN WATER 1 METRE WIDE APPURTENANT TO THE PART OF THE LAND WITHIN DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM (SEE DP614137)
- 18 DP639305 EASEMENT TO DRAIN WATER 1 METRE WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 19 DP639305 EASEMENT TO DRAIN WATER 1 METRE WIDE APPURTENANT TO THE PART OF THE LAND WITHIN DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 20 DP639305 EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION ONLY) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 21 DP639305 EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION ONLY) APPURTENANT TO THE PART OF THE LAND WITHIN DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 22 DP1114068 EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1114068 POSITIVE COVENANT
- 24 DP1114068 RESTRICTION(S) ON THE USE OF LAND
- 25 AD600576 EASEMENT TO DRAIN WATER 1.83 WIDE AFFECTING THE PART SHOWN AS 'DRAINAGE EASEMENT 6 FEET WIDE' & 'PROPOSED EASEMENT TO DRAIN WATER 6 FEET WIDE' IN DP228983
- 26 AD681077 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING THE PART DESIGNATED (E) IN DP1113516
- 27 AD681077 RIGHT OF WAY AFFECTING THE PART DESIGNATED (R) IN DP1113516

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP79293

PAGE 3

SECOND SCHEDULE (30 NOTIFICATIONS) (CONTINUED)

- 28 DP1191016 INITIAL PERIOD EXPIRED
- 29 DP1191016 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE, 1.5
METRE(S) WIDE & VARIABLE (LIMITED IN STRATUM)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 30 AP556515 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9988)

STRATA PLAN 79293

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 66	2	- 80	3	- 49	4	- 60
5	- 63	6	- 65	7	- 65	8	- 65
9	- 80	10	- 59	11	- 59	12	- 63
13	- 66	14	- 66	15	- 81	16	- 60
17	- 61	18	- 65	19	- 66	20	- 66
21	- 86	22	- 62	23	- 63	24	- 67
25	- 81	26	- 110	27	- 105	28	- 66
29	- 63	30	- 60	31	- 49	32	- 80
33	- 65	34	- 64	35	- 65	36	- 63
37	- 59	38	- 59	39	- 80	40	- 65
41	- 66	42	- 65	43	- 61	44	- 60
45	- 81	46	- 65	47	- 66	48	- 67
49	- 63	50	- 62	51	- 86	52	- 81
53	- 105	54	- 107	55	- 81	56	- 49
57	- 49	58	- 60	59	- 64	60	- 59
61	- 59	62	- 61	63	- 65	64	- 60
65	- 61	66	- 62	67	- SP80291	68	- SP80291
69	- 81	70	- 51	71	- 52	72	- 64
73	- 63	74	- 54	75	- 52	76	- 81
77	- 65	78	- 62	79	- 62	80	- 65
81	- 65	82	- 63	83	- 63	84	- 65
85	- 66	86	- 62	87	- 62	88	- 66
89	- 66	90	- 64	91	- 64	92	- 66
93	- 66	94	- 63	95	- 63	96	- 66
97	- 66	98	- 65	99	- 65	100	- 66
101	- 76	102	- 81	103	- 85	104	- 78
105	- 67	106	- 51	107	- 69	108	- 67
109	- 63	110	- 68	111	- 67	112	- 63
113	- 69	114	- 68	115	- 64	116	- 69
117	- 73	118	- 76	119	- 63	120	- 53
121	- 52	122	- 81	123	- 65	124	- 65
125	- 63	126	- 65	127	- 66	128	- 65
129	- 64	130	- 66	131	- 66	132	- 66
133	- 65	134	- 66	135	- 91	136	- 87
137	- 67	138	- 69	139	- 51	140	- 51

END OF PAGE 3 - CONTINUED OVER

23302

PRINTED ON 16/12/2023

FOLIO: CP/SP79293

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9988) (CONTINUED)

STRATA PLAN 79293

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
141	- 76	142	- 65	143	- 67	144	- 62
145	- 51	146	- 77	147	- 100	148	- 97
149	- NOW CP						

STRATA PLAN 80291

LOT	ENT	LOT	ENT
150	- 81	151	- 85

NOTATIONS

DP1113516 NOTE: PLAN OF PROPOSED EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES AND RIGHT OF WAY

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

23302

PRINTED ON 16/12/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

STRATA CERTIFICATE

Name of ~~owner~~ ***Accredited Certifier: T. Gibson**
 being satisfied that the requirements of the ***Strata Schemes (Freehold Development) Act 1973** or ***Strata Schemes (Leasehold Development) Act 1996** have been complied with, approves of the proposed:

strata plan

~~strata plan of subdivision~~

illustrated in the instrument to this certificate.

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

* The accredited certifier is satisfied that the plan is consistent with any applicable council/ accredited certifier consent in force, and that all conditions of the consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* The Council does not object to the encroachment of the building beyond the alignment of ~~the~~ **the** strata plan.

* The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot(s)

is/are ~~not~~ **not** to be used for the purpose of the use of the lot(s) for the storage of boats, motorbikes or goods and not for human occupation as a residence, office, shop or the like is restricted to the proprietor or occupier of a lot or proprietor of lot being such a utility lot) the subject of the strata scheme concerned, and that the use of the lot(s) is not in contravention of the ***Strata Schemes (Leasehold Development) Act 1996**.

Date: **30/8/07**

Subdivision No. **363/07**

Accreditation No. **BPB0136**

Relevant Development Consent No. **108104**

issued by **Ku-Ring-Gai Council**.

Diwan
 Director/Manager/Authorized Agent/Accredited Certifier

* Complete, or delete if inapplicable

SUREYOR'S CERTIFICATE

I, **ANTHONY GEORGE KELLNER**
 of **JOHN B WHITE P/L HURSTVILLE**
 ACN 001 149 373

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

(1) each applicable requirement of the ***Strata Schemes (Freehold Development) Act 1973** or ***Strata Schemes (Leasehold Development) Act 1996** has been met;

(2) ~~the building encroaches on a public place~~ **the building encroaches on a public place** in respect of which encroachment an appropriate assessment has been met;

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

Signature: *AK*
 Date: **7TH AUGUST 2007**

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

This is sheet 1 of my Plan in **37** sheets.

*Schedule of By-Laws in **11** Sheets filed with plan

SEE SHEET 3 FOR SCHEDULE OF UNIT ENTITLEMENT

PLAN OF SUBDIVISION OF LOT 100 IN DP1080316

L G A KU-RING-GAI

Suburb/Locality : **WAHROONGA**

Parish : **GORDON**

County : **CUMBERLAND**

Lengths are in metres

SP79293

(E)

Registered : **14.9.2007**

Purpose : **STRATA PLAN**

Ref. Map : **U0960-12**

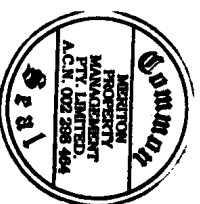
Last Plan : **DP1080316**

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

THE OWNERS
 STRATA PLAN N° 79293
 N° 2C MUNDERAH STREET,
 WAHROONGA 2076

SEE SHEET 2 FOR LOCATION PLAN

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



SECRETARY

Debra
 Director

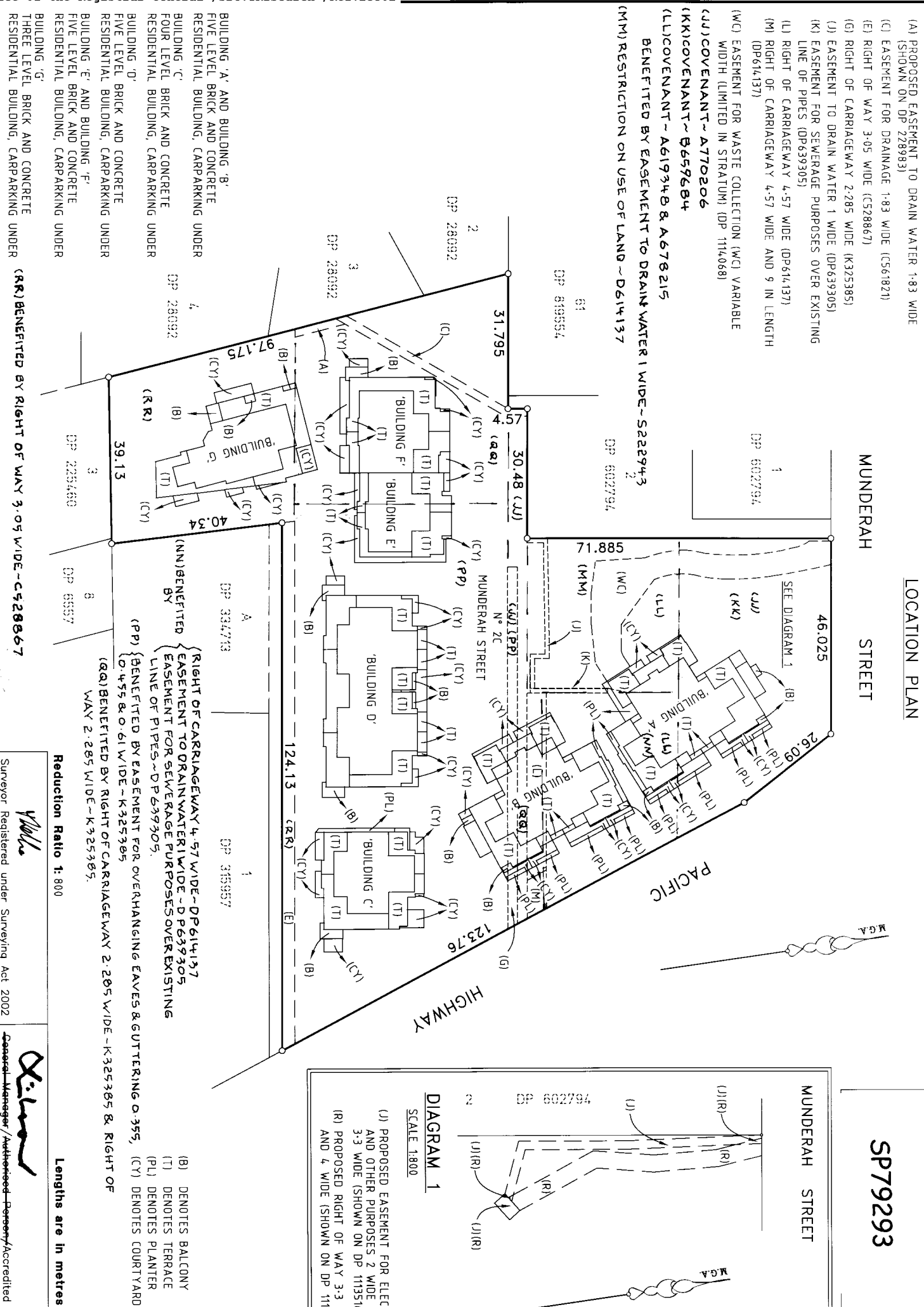
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN

SP79293

MUNDERAH STREET



*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT

SP79293

BUILDING A			BUILDING B			BUILDING C			BUILDING D			BUILDING E			BUILDING F			BUILDING G		
LOT	DOOR	U.E.	LOT	DOOR	U.E.	LOT	DOOR	U.E.	LOT	DOOR	U.E.	LOT	DOOR	U.E.	LOT	DOOR	U.E.	LOT	DOOR	U.E.
1	201	66	28	301	66	55	401	81	69	501	81	105	601	67	119	701	63	137	101	67
2	202	80	29	302	63	56	402	49	70	502	51	106	602	51	120	702	53	138	102	69
3	203	49	30	303	60	57	403	49	71	503	52	107	603	69	121	703	52	139	103	51
4	204	60	31	304	49	58	404	60	72	504	64	108	611	67	122	704	81	140	104	51
5	205	63	32	305	80	59	411	64	73	505	63	109	612	63	123	711	65	141	105	76
6	206	65	33	306	65	60	412	59	74	506	54	110	613	68	124	712	65	142	111	65
7	211	65	34	311	64	61	413	59	75	507	52	111	621	67	125	713	63	143	112	67
8	212	65	35	312	65	62	414	61	76	508	81	112	622	63	126	714	65	144	113	62
9	213	80	36	313	63	63	421	65	77	511	65	113	623	69	127	721	66	145	114	51
10	214	59	37	314	59	64	422	60	78	512	62	114	631	68	128	722	65	146	115	77
11	215	59	38	315	59	65	423	61	79	513	62	115	632	64	129	723	64	147	121	100
12	216	63	39	316	80	66	424	62	80	514	65	116	633	69	130	724	66	148	122	97
13	221	66	40	321	65	67	431	81	81	515	65	117	641	73	131	731	66			
14	222	66	41	322	66	68	432	85	82	516	63	118	642	76	132	732	66			
15	223	81	42	323	65				83	517	63				133	733	65			
16	224	60	43	324	61				84	518	65				134	734	66			
17	225	61	44	325	60				85	521	66				135	741	91			
18	226	65	45	326	81				86	522	62				136	742	87			
19	231	66	46	331	65				87	523	62									
20	232	66	47	332	66				88	524	66									
21	233	86	48	333	67				89	525	66									
22	234	62	49	334	63				90	526	64									
23	235	63	50	335	62				91	527	64									
24	236	67	51	336	86				92	528	66									
25	241	81	52	341	81				93	531	66									
26	242	110	53	342	105				94	532	63									
27	243	105	54	343	107				95	533	63									
									96	534	66									
									97	535	66									
									98	536	65									
									99	537	65									
									100	538	66									
									101	541	76									
									102	542	81									
									103	545	85									
									104	546	78									

149 - 12

AGGREGATE 10,000

REFERENCE TO DOOR NUMBERS HAVE NOT BEEN INVESTIGATED IN THE
DEPARTMENT OF LANDS & DO NOT FORM PART OF THE PLAN FOR THE
PURPOSES OF THE STRATA SCHEMES (FREELAND DEVELOPMENT) ACT, 1973.

Reduction Ratio 1:

Lengths are in metres

Surveyor Registered under Surveying Act 2002
SURVEYOR'S REFERENCE: 123902 \\ Wahnroonga-Pacific Hwy

Vella

General Manager/Authorised Person/Accredited Certifier

CARPARK 2
LEVEL 5

SP79293

SHEET 5 ADJOINS



\perp DENOTES 90°
 (S) DENOTES STORE
 CP DENOTES COMMON PROPERTY

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

(PFC) DENOTES PROLONGATION OF FACE OF COLUMN
(PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
(PFW) DENOTES PROLONGATION OF FACE OF WALL

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN OR WALL AT FACE
UNLESS OTHERWISE SHOWN

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2002	General Manager/Authorised Person/ Accredited Certifier
--	--

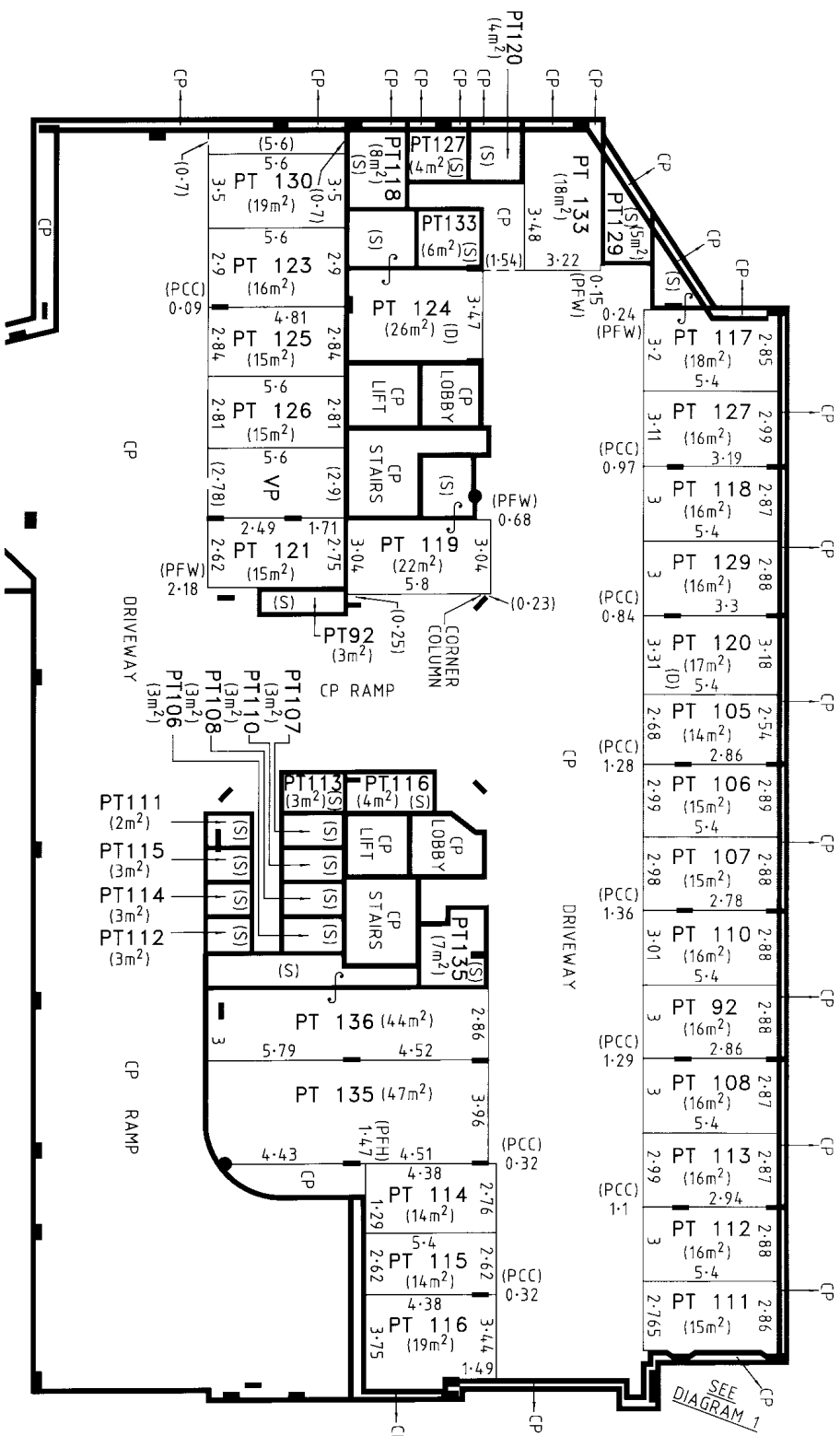
SURVEYOR'S REFERENCE: 123902 \\\ Wahroonga-Pacific Hwy

*OFFICE USE ONLY

CARPARK 2
LEVEL 5

SP79293

DIAGRAM 1
NOT TO SCALE



SHEET 4 ADJOINS

CP DENOTES 90°
(S) DENOTES STORE
(D) DENOTES DISABLED PARKING
VP DENOTES VISITOR PARKING-CP
CP DENOTES COMMON PROPERTY

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

(PFH) DENOTES PROLONGATION OF FACE OF HOBB
(PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
(PFW) DENOTES PROLONGATION OF FACE OF WALL
BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN OR WALL AT FACE
BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN OR WALL
BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN OR WALL AT FACE
UNLESS OTHERWISE SHOWN

Reduction Ratio 1:200

Lengths are in metres

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General Manager/Authorised Person/Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

37
Sheet No. 6 of 36 Sheets

SHEET 7 ADJOINS

CARPARK 2
LEVEL 4

SP79293



(PFC) DENOTES PROLONGATION OF FACE OF COLUMN
(PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
(PFW) DENOTES PROLONGATION OF FACE OF WALL
(S) DENOTES STORE
VP DENOTES VISITOR PARKING-CP
CP DENOTES COMMON PROPERTY

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

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN OR WALL
BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN OR WALL AT FACE
UNLESS OTHERWISE SHOWN

Reduction Ratio 1: 200

Lengths are in metres

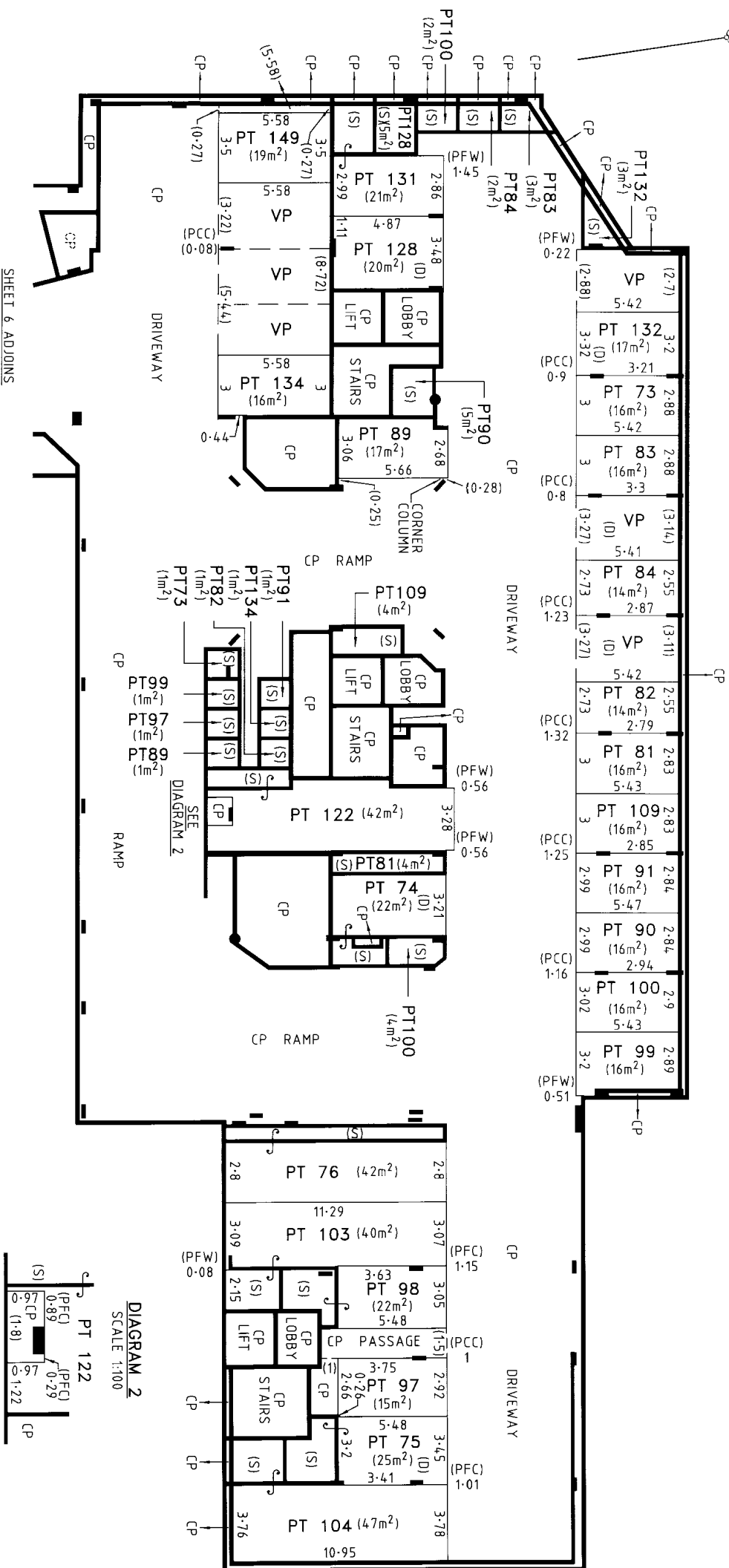
Surveyor Registered under Surveying Act 2002
SURVEYOR'S REFERENCE: 123902\Wairuanga-Pacific Hwy

Wairuanga-Pacific Hwy

General Manager/Authorised Person/Accredited Certifier

CARPARK 2
LEVEL 4

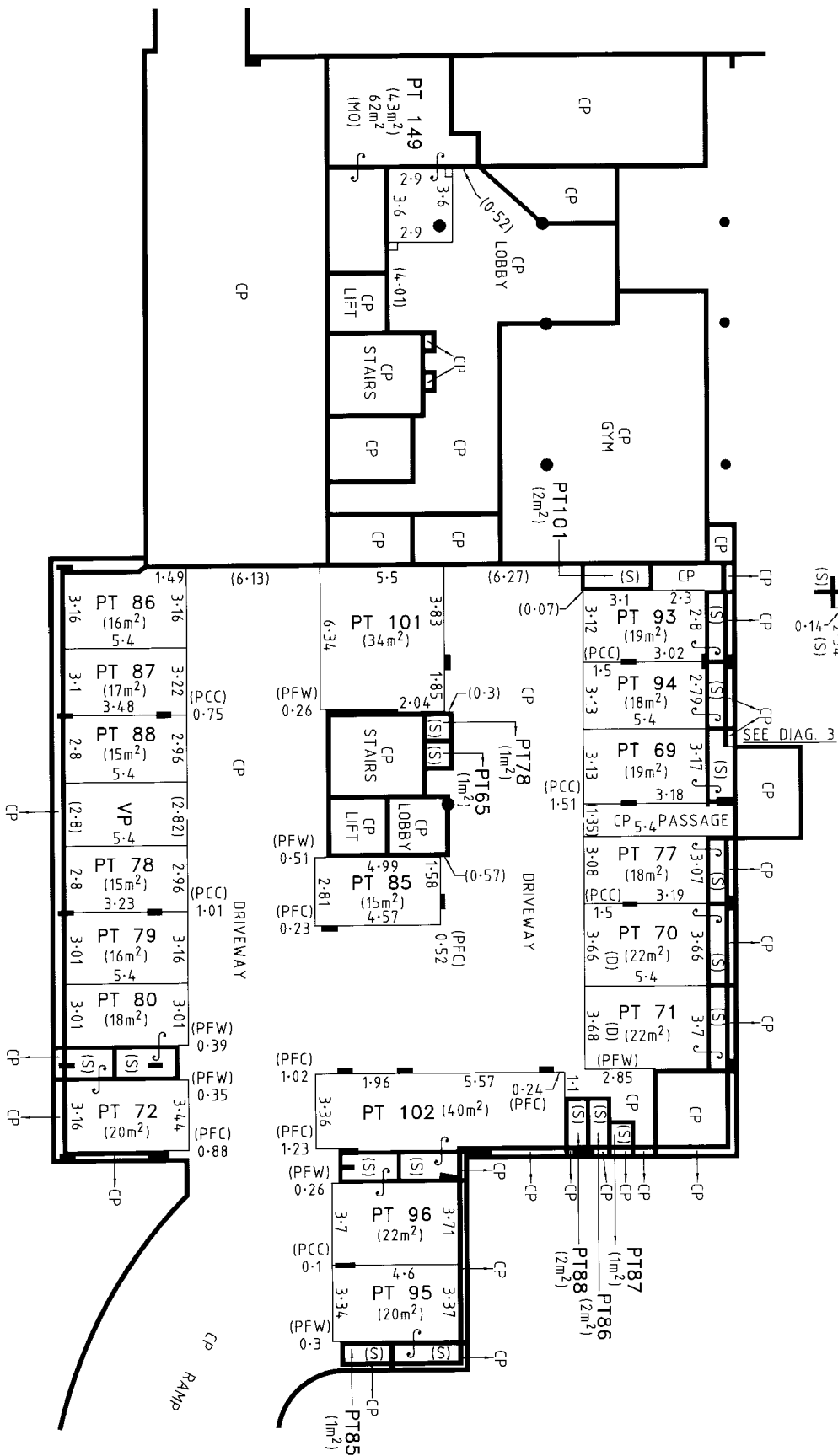
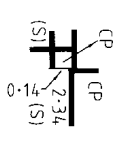
SP79293



*OFFICE USE ONLY

CARPARK 1
 LEVEL 3

DIAGRAM 3
 NOT TO SCALE



SHEET 9 ADJOINS

SP79293

*OFFICE USE ONLY

CP DENOTES 90°
 (MO) DENOTES MANAGERS OFFICE
 (S) DENOTES STORE
 (ID) DENOTES DISABLED PARKING
 VP DENOTES VISITOR PARKING-CP
 CP DENOTES COMMON PROPERTY

(PFH) DENOTES PROLONGATION OF FACE OF HOB
 (PFC) DENOTES PROLONGATION OF FACE OF COLUMN
 (PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
 (PFW) DENOTES PROLONGATION OF FACE OF WALL

BOUNDARIES SHOWN THUS
 ARE TO CORNER OF COLUMN OR WALL
 BOUNDARIES SHOWN THUS ARE
 TO CENTRE OF COLUMN OR WALL AT FACE
 UNLESS OTHERWISE SHOWN

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

Reduction Ratio 1:200

Lengths are in metres

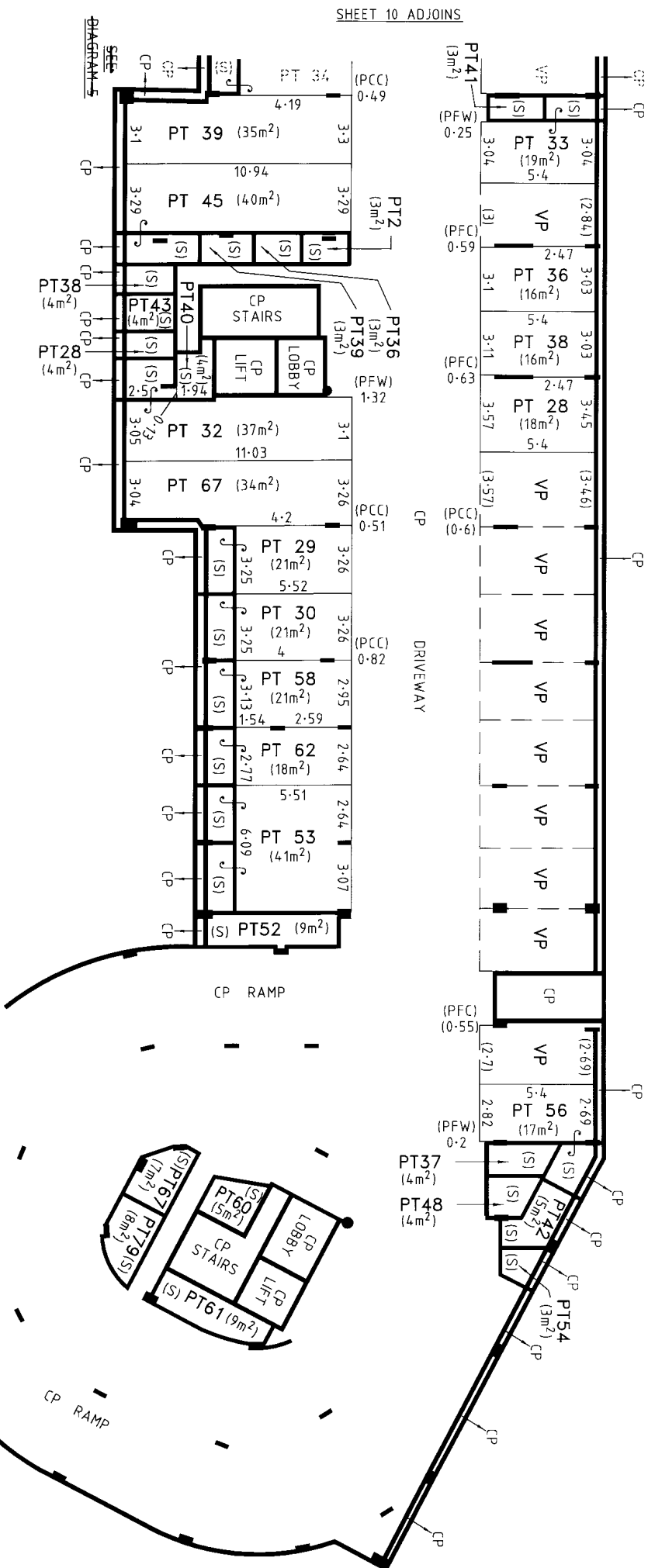
Surveyor Registered under Surveying Act 2002
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CARPARK 1
LEVEL 2

SP79293

*OFFICE USE ONLY



(S) DENOTES STORE
VP DENOTES VISITOR PARKING-CP
CP DENOTES COMMON PROPERTY

(PFC) DENOTES PROLONGATION OF FACE OF COLUMN
(PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
(PFW) DENOTES PROLONGATION OF FACE OF WALL

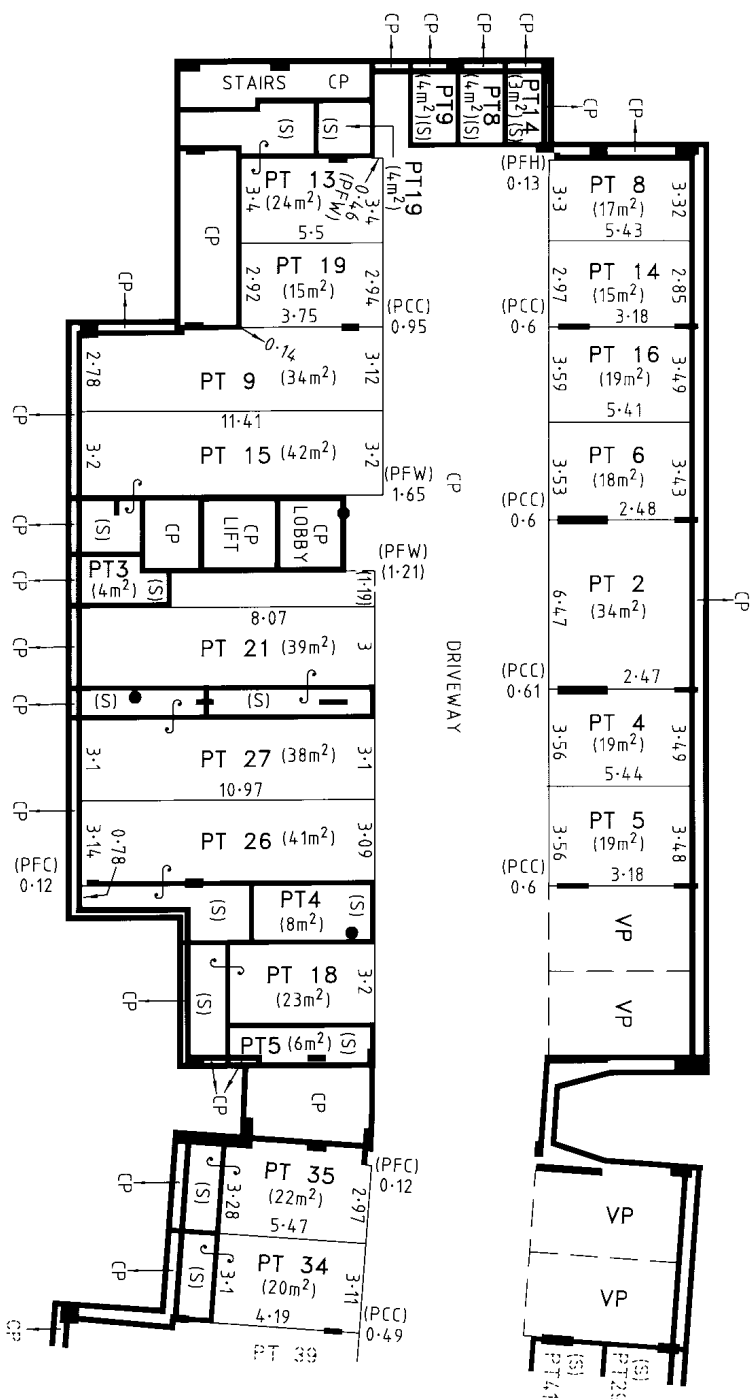
BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN OR WALL
BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

Reduction Ratio 1:200

Lengths are in metres

<u>CARPARK 1</u>	<u>LEVEL 2</u>
------------------	----------------

SP79293



SHEET 9 ADJOINS

(S) DENOTES STORE
VP DENOTES VISITOR PARKING-CP
CP DENOTES COMMON PROPERTY

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

(PFH) DENOTES PROLONGATION OF FACE OF HOB
(PFC) DENOTES PROLONGATION OF FACE OF COLUMN
(PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
(PFW) DENOTES PROLONGATION OF FACE OF WALL

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN OR WALL

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2002	General
SURVEYOR'S REFERENCE: 123902\Wahroonga-Pacific Hwy	

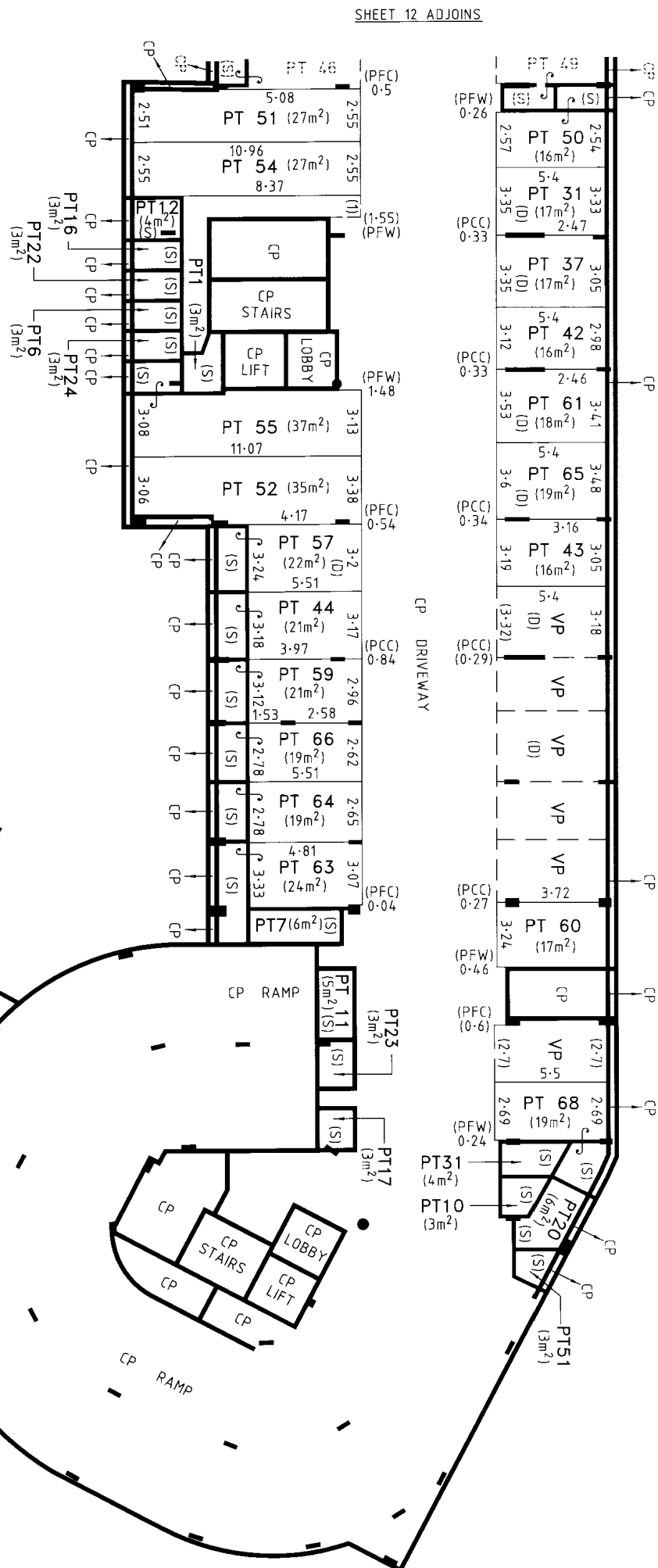
~~General Manager/Authorized Person~~/Accredited Certifier

*OFFICE USE ONLY

CARPARK 1
LEVEL 1

SP79293

*OFFICE USE ONLY



(S) DENOTES STORE
(D) DENOTES DISABLED PARKING
VP DENOTES VISITOR PARKING-CP
CP DENOTES COMMON PROPERTY

(PFC) DENOTES PROLONGATION OF FACE OF COLUMN
(PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
(PFW) DENOTES PROLONGATION OF FACE OF WALL

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN OR WALL

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

Reduction Ratio 1: 200

Lengths are in metres

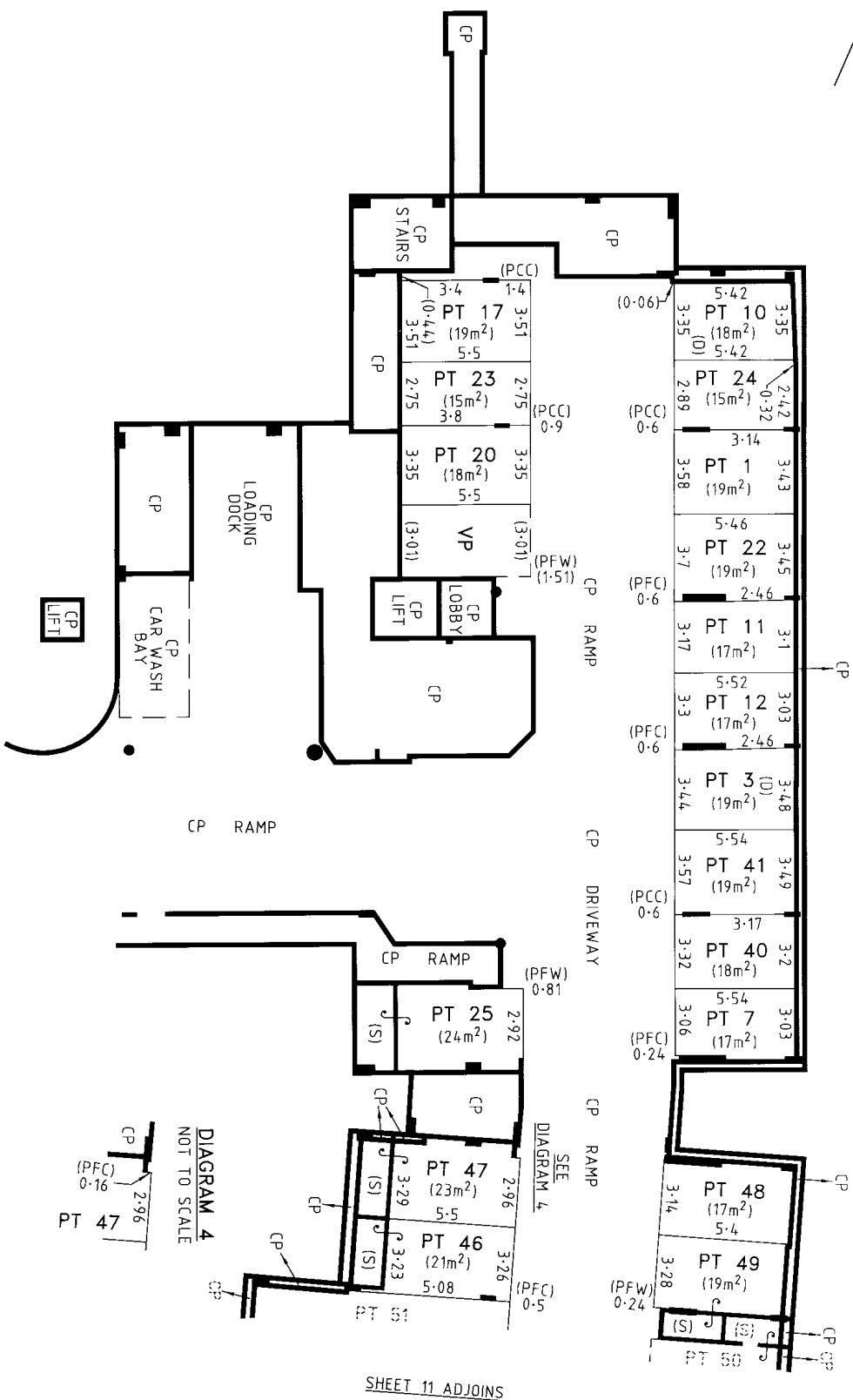
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SURVEYOR'S REFERENCE: 123902\Wahroonga-Pacific Hwy

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

CARPARK 1
LEVEL 1

SP79293



SHEET 11 ADJOINS

DIAGRAM 4
NOT TO SCALE

PT 47
2.96
(PFC) 0.16

(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
VP DENOTES VISITOR PARKING-CP
CP DENOTES COMMON PROPERTY

(PFC) DENOTES PROLONGATION OF FACE OF COLUMN
(PCC) DENOTES PROLONGATION OF CENTRE OF COLUMN
(PFW) DENOTES PROLONGATION OF FACE OF WALL

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

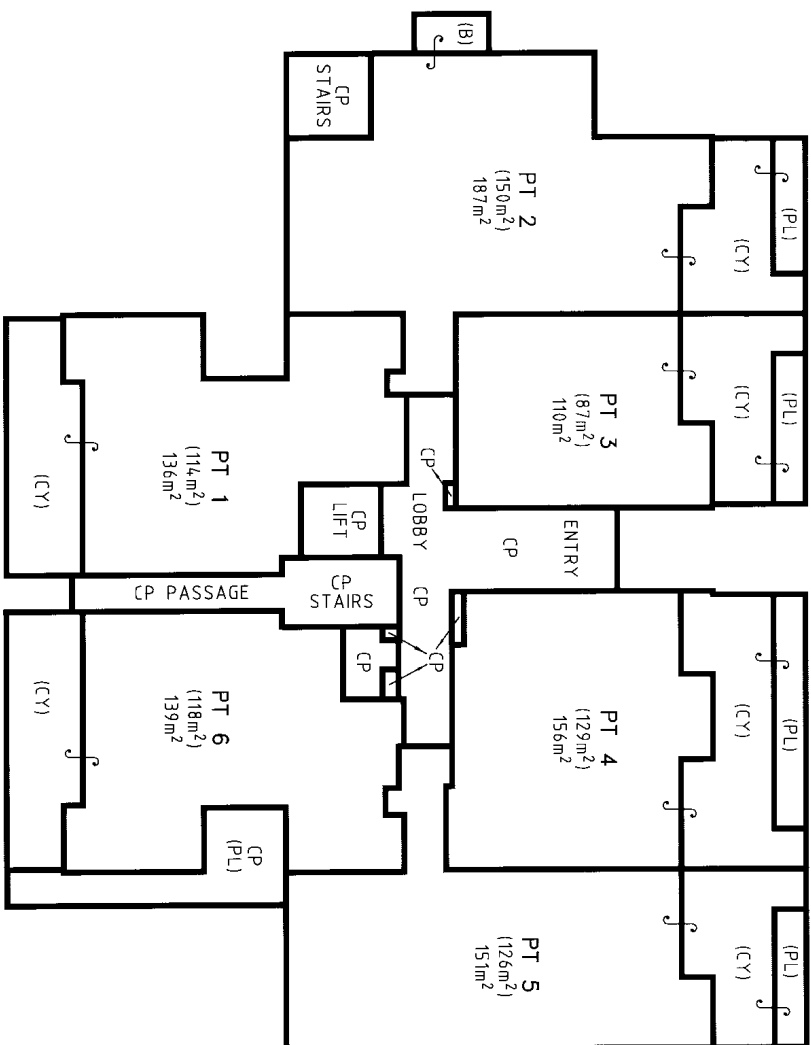
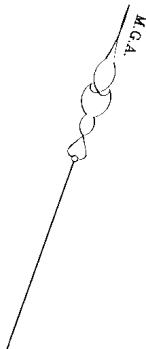
BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN OR WALL
BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN OR WALL AT FACE
UNLESS OTHERWISE SHOWN

Reduction Ratio 1:200

Lengths are in metres

BUILDING A
GROUND FLOOR

SP792293



- (B) DENOTES BALCONY
- (PL) DENOTES PLANTER
- (CY) DENOTES COURTYARD
- CP DENOTES COMMON PROPERTY

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

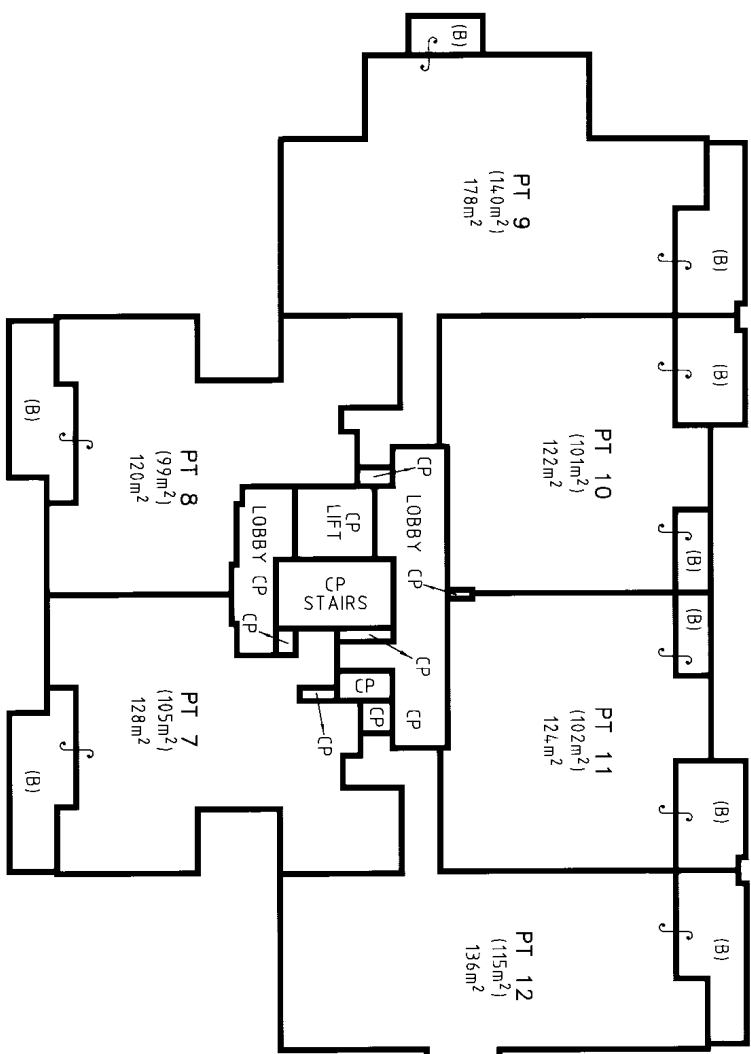
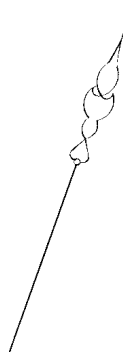
Reduction Ratio 1: 200

Lengths are in metres

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
 THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
 THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

BUILDING A
LEVEL 1

M.C.A.



SP79293

THE STRATUM OF THE BALCONIES IS LIMITED
IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

Lengths are in metres

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Wall

General Manager/Authorised Person/Accredited Certifier

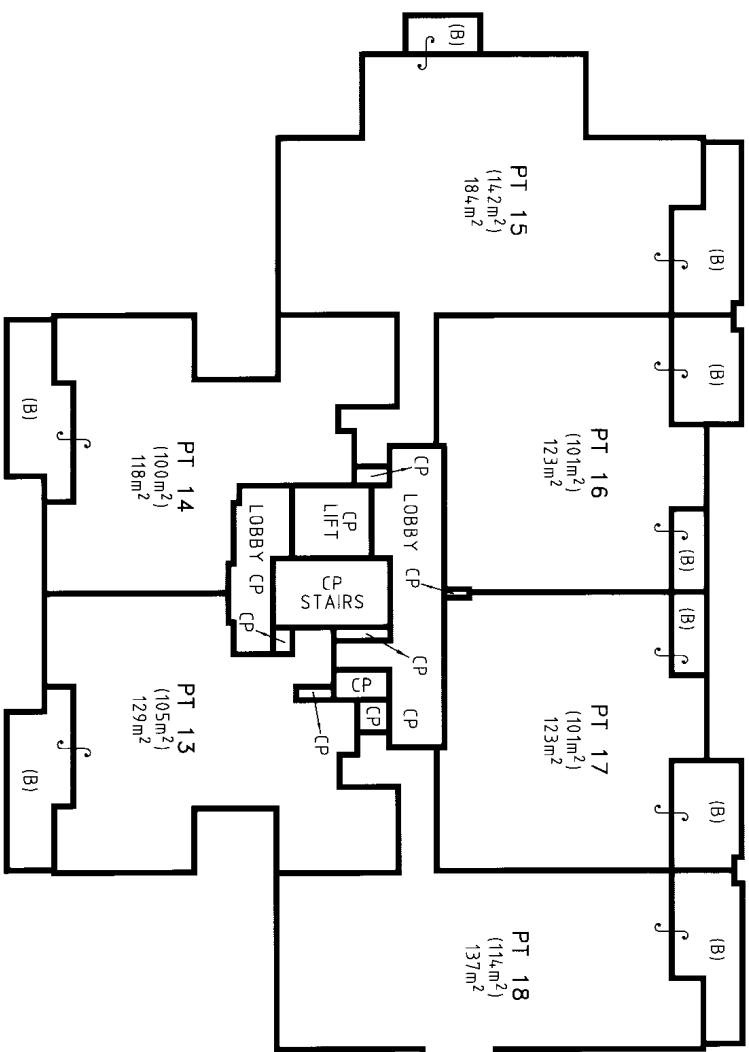
William

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BUILDING A
LEVEL 2

SP79293

M.G.A.



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

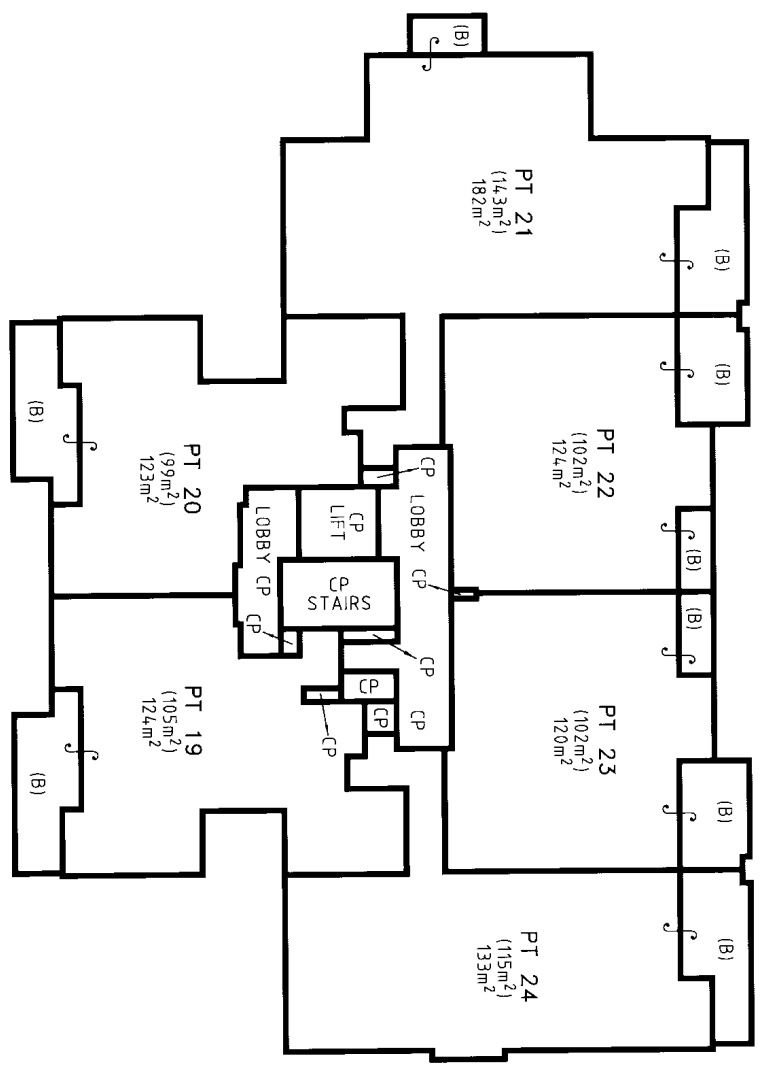
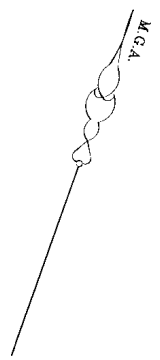
THE STRATUM OF THE BALCONIES IS LIMITED
IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

BUILDING A
LEVEL 3

SP79293



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

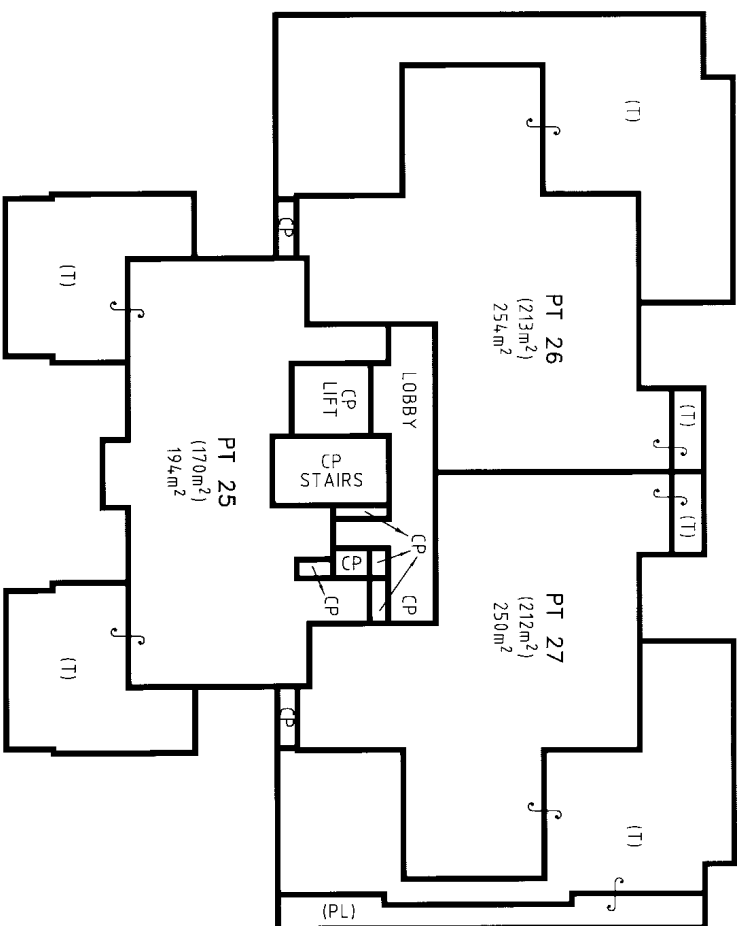
Lengths are in metres

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W. Williams
General Manager/Authorised Person/Accredited Certifier
SURVEYOR'S REFERENCE: 123902\\Wahroonga-Pacific Hwy

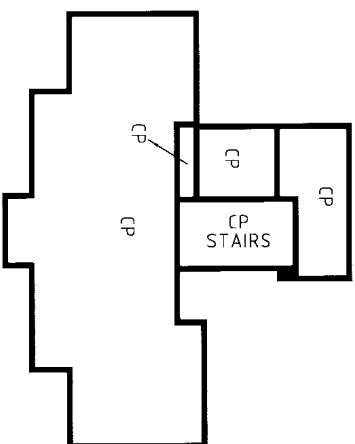
BUILDING A
LEVEL 4

SP79293

M.G.A.



ROOF



- (T) DENOTES TERRACE
- (PL) DENOTES PLANTER
- CP DENOTES COMMON PROPERTY

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

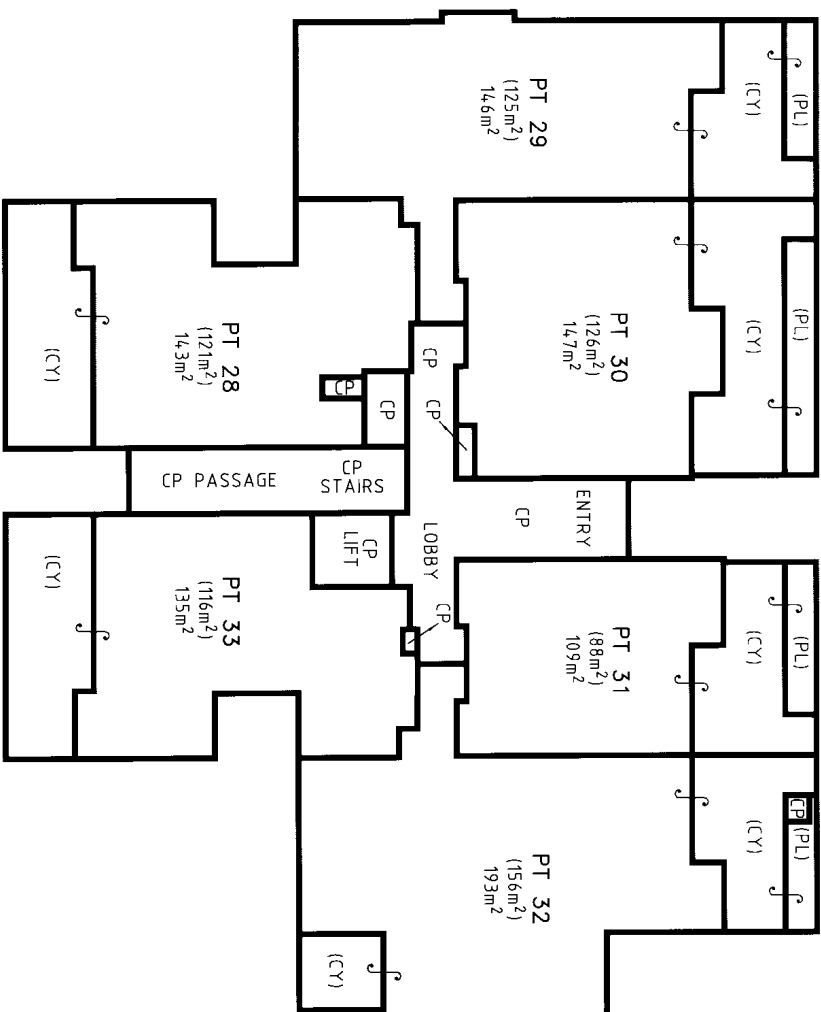
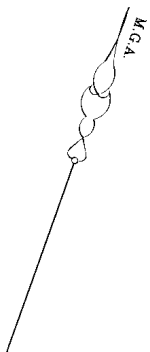
THE STRATUM OF THE TERRACES & PLANTERS IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

BUILDING B
GROUND FLOOR

SP79293



(PL) DENOTES PLANTER
(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

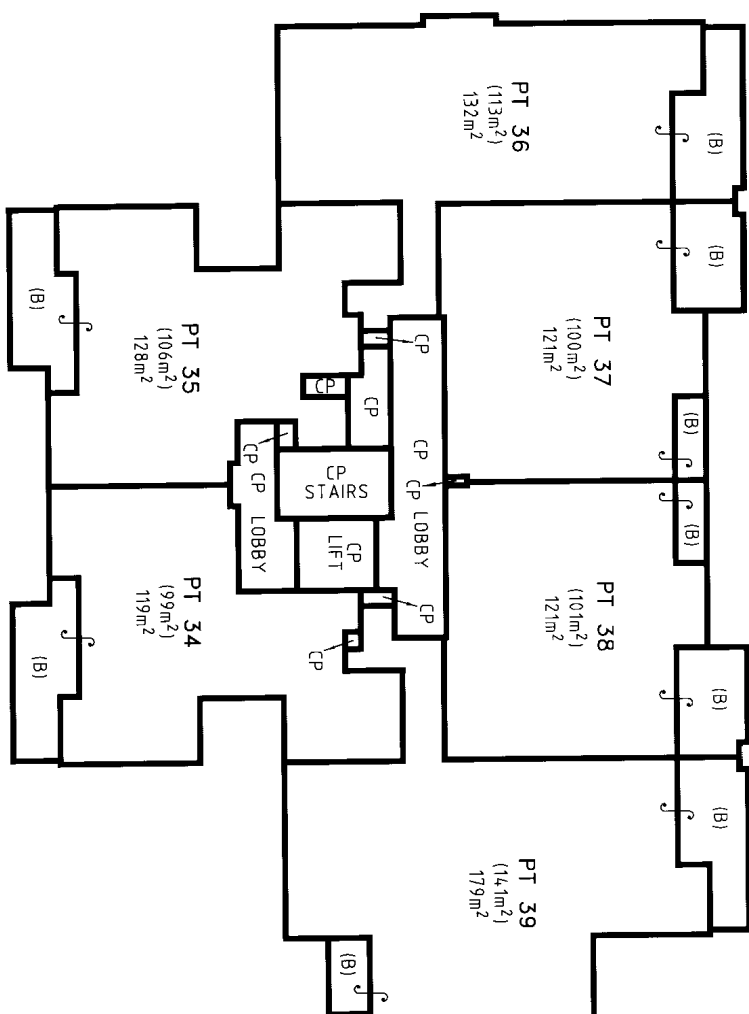
Lengths are in metres

THE STRATUM OF THE COURTYARDS IS LIMITED
IN HEIGHT TO 3 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.
THE STRATUM OF THE PLANTERS IS LIMITED
IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

BUILDING B
LEVEL 1

SP79293

M.G.A



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(B) DENOTES BALCONY

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveying Act 2002

Well,

~~General Manager/~~Authorized Person/Accredited Certifier

De la

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STRATA PLAN FORM 2

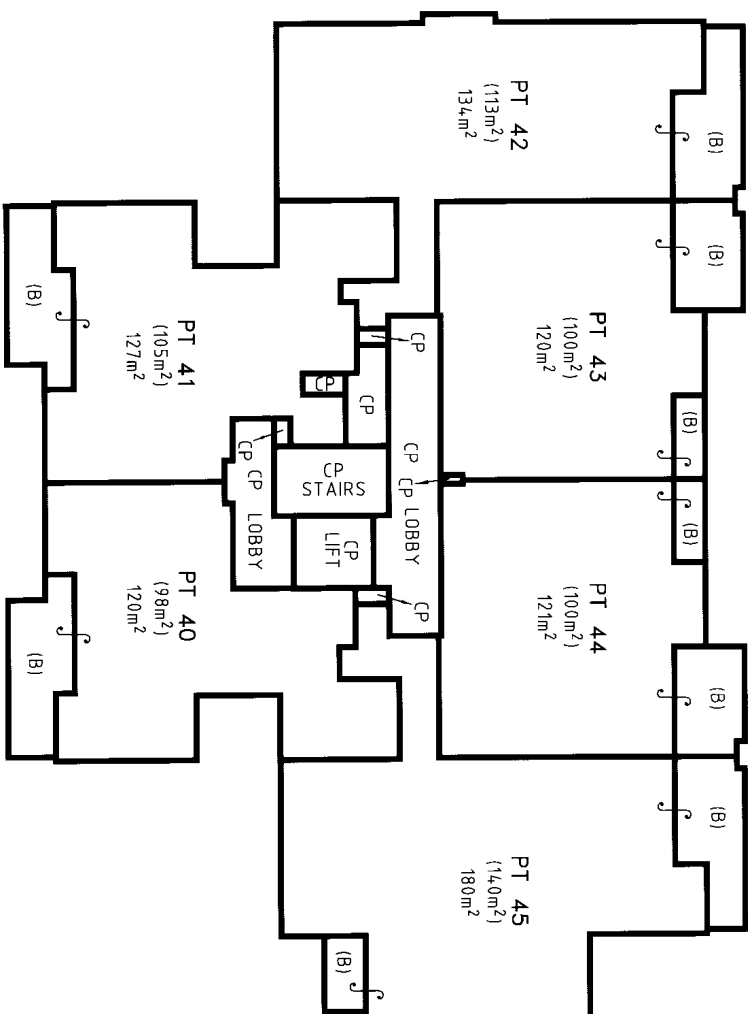
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 36 Sheets

BUILDING B
LEVEL 2

SP79293

M.G.A.



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

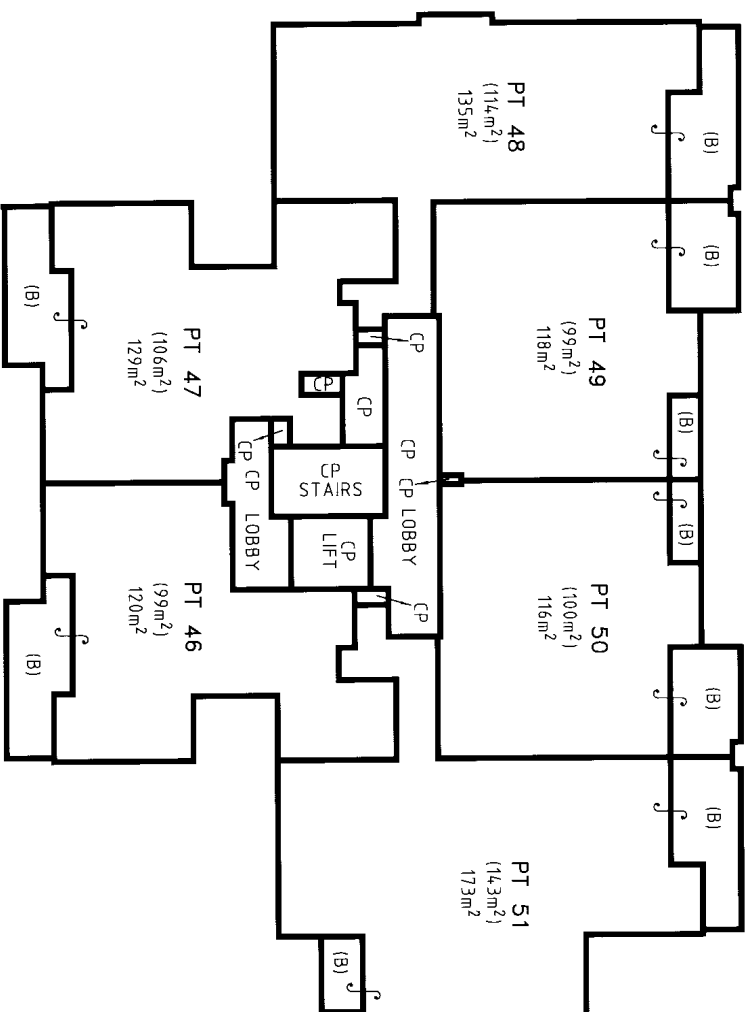
Surveyor Registered under Surveying Act 2002
Surveyor's REFERENCE: 123902 \\ Wahnonga-Pacific Hwy

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BUILDING B
LEVEL 3

SP79293

K.G.A.



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

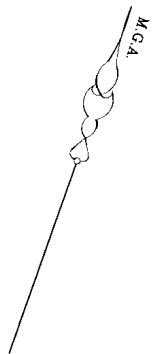
Lengths are in metres

Surveyor Registered under Surveying Act 2002

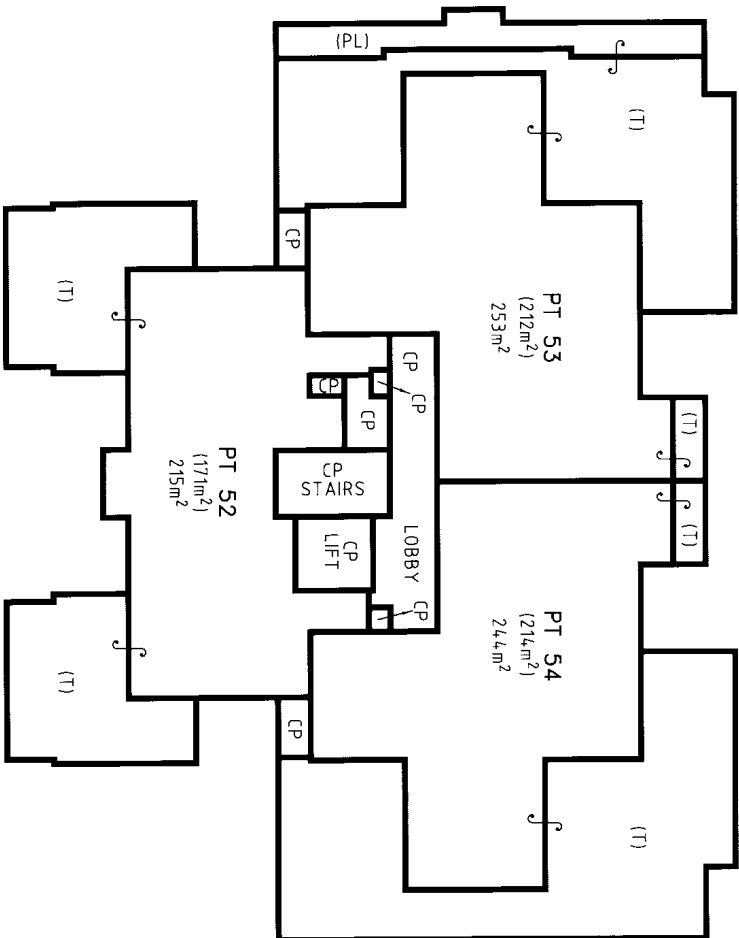
General Manager/Authorised Person/Accredited Certifier

BUILDING B

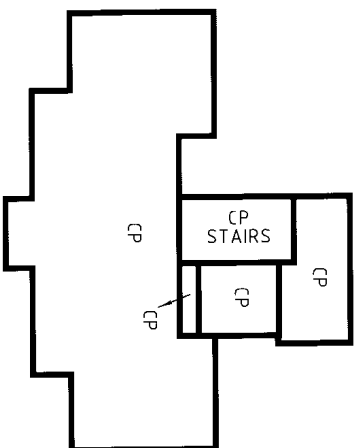
SP792293



LEVEL 4



ROOF LEVEL



- (T) DENOTES TERRACE
- (PL) DENOTES PLANTER
- CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE TERRACES & PLANTERS IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

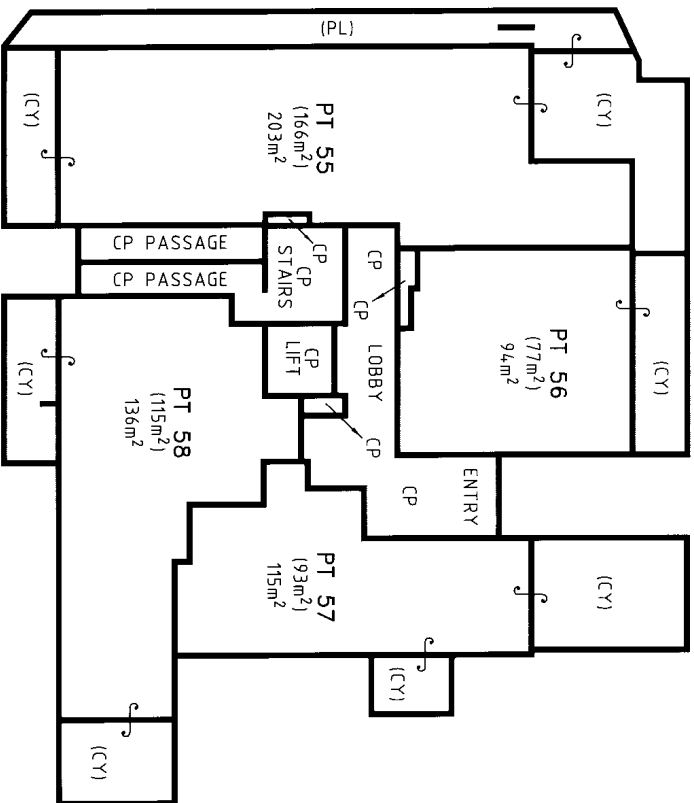
Reduction Ratio 1: 200

Lengths are in metres

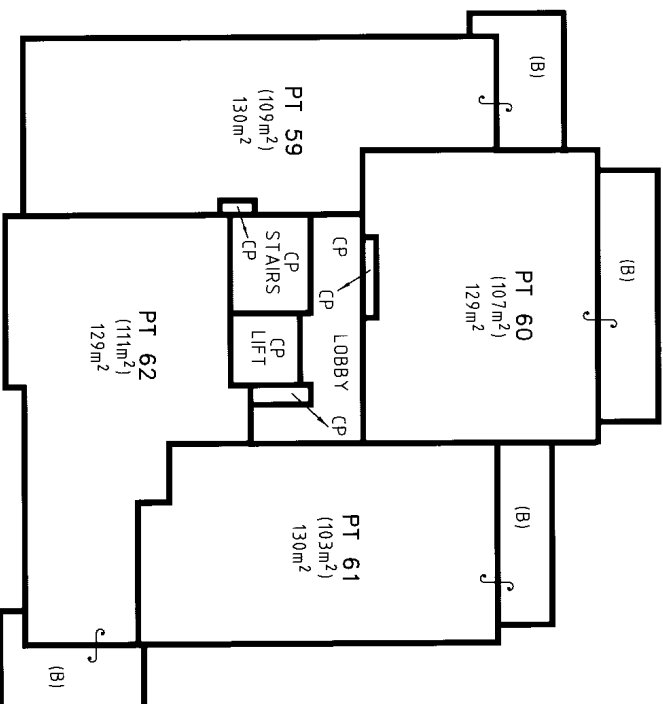
Surveyor Registered under Surveying Act 2002
SURVEYOR'S REFERENCE: 123902\\Wahroonga-Pacific Hwy

SP79293

GROUND FLOOR



LEVEL 1



- (B) DENOTES BALCONY
- (PL) DENOTES PLANTER
- (CY) DENOTES COURTYARD
- CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

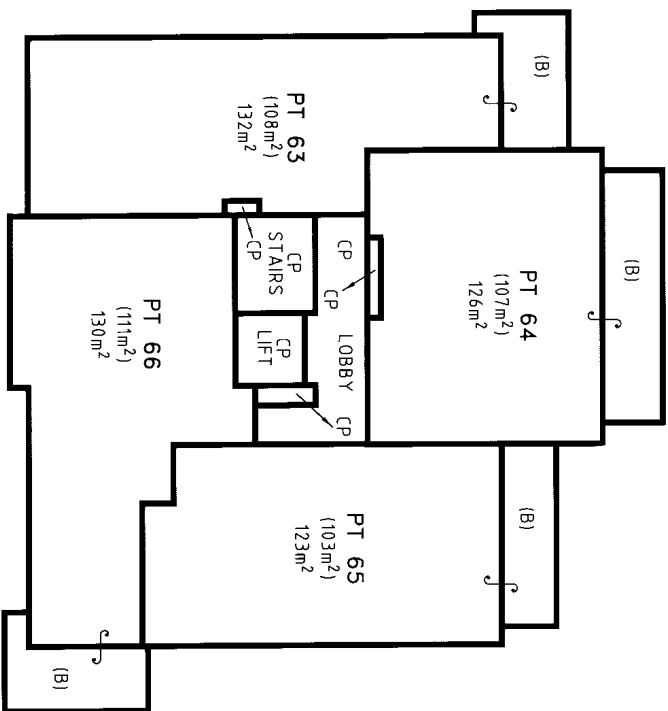
Reduction Ratio 1: 200

Lengths are in metres

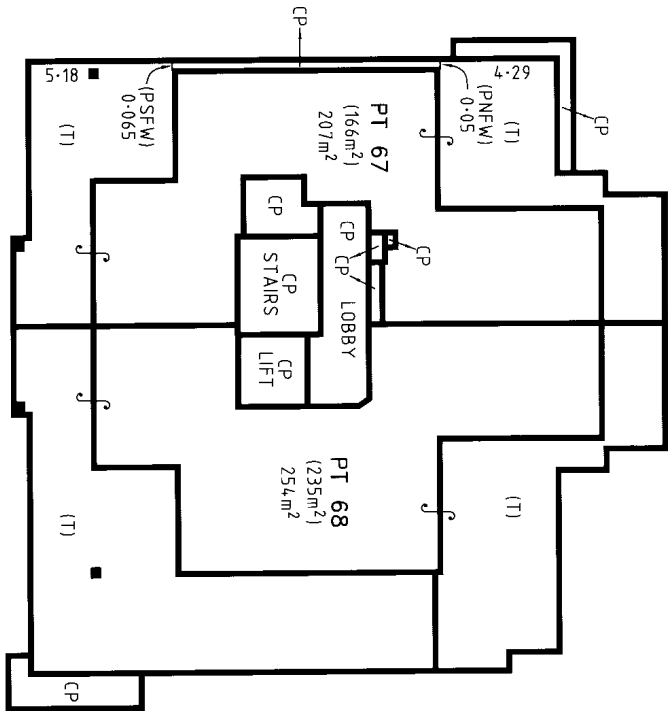
SP79293

*OFFICE USE ONLY

LEVEL 2



LEVEL 3



(B) DENOTES BALCONY
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY
(PNFW) DENOTES PROLONGATION OF NORTHERN FACE OF WALL
(PSFW) DENOTES PROLONGATION OF SOUTHERN FACE OF WALL
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

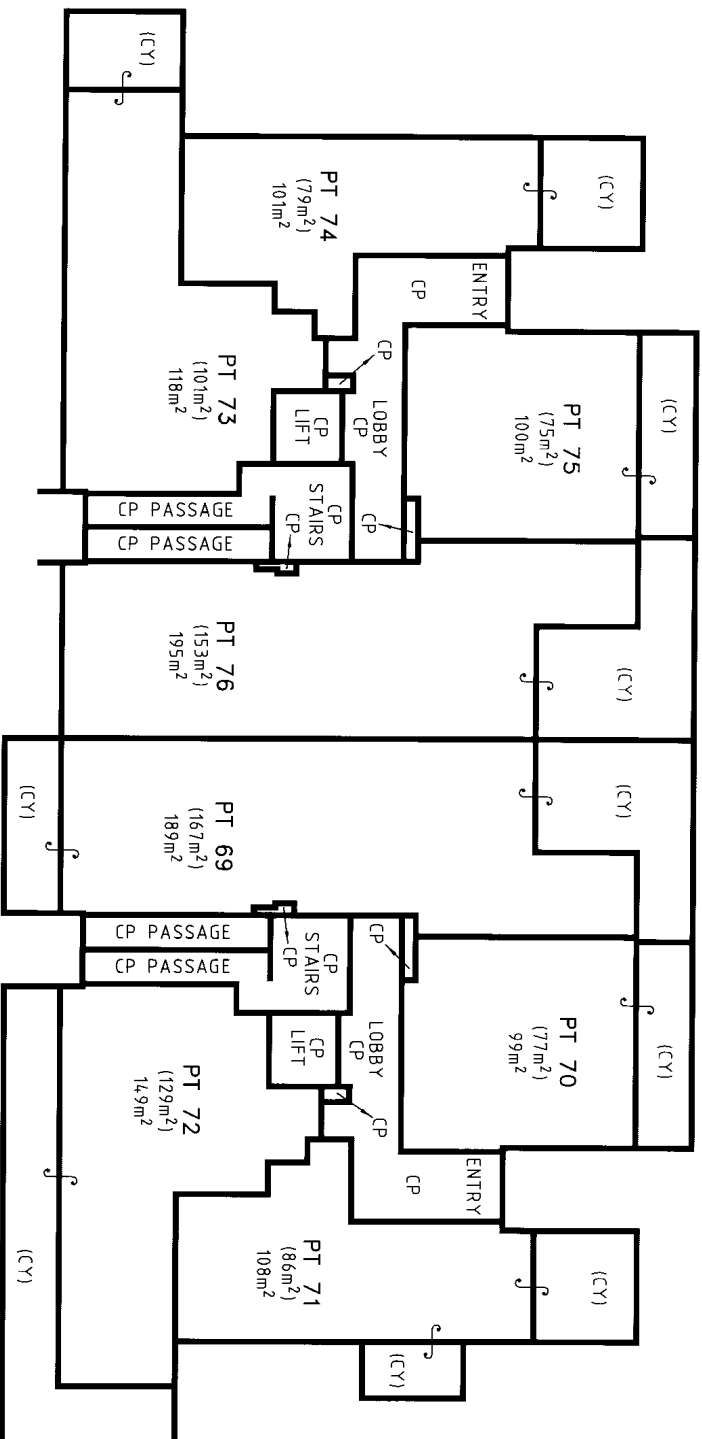
THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

BUILDING D
GROUND FLOOR

SP79293



(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE COURTYARDS IS LIMITED
IN HEIGHT TO 3 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

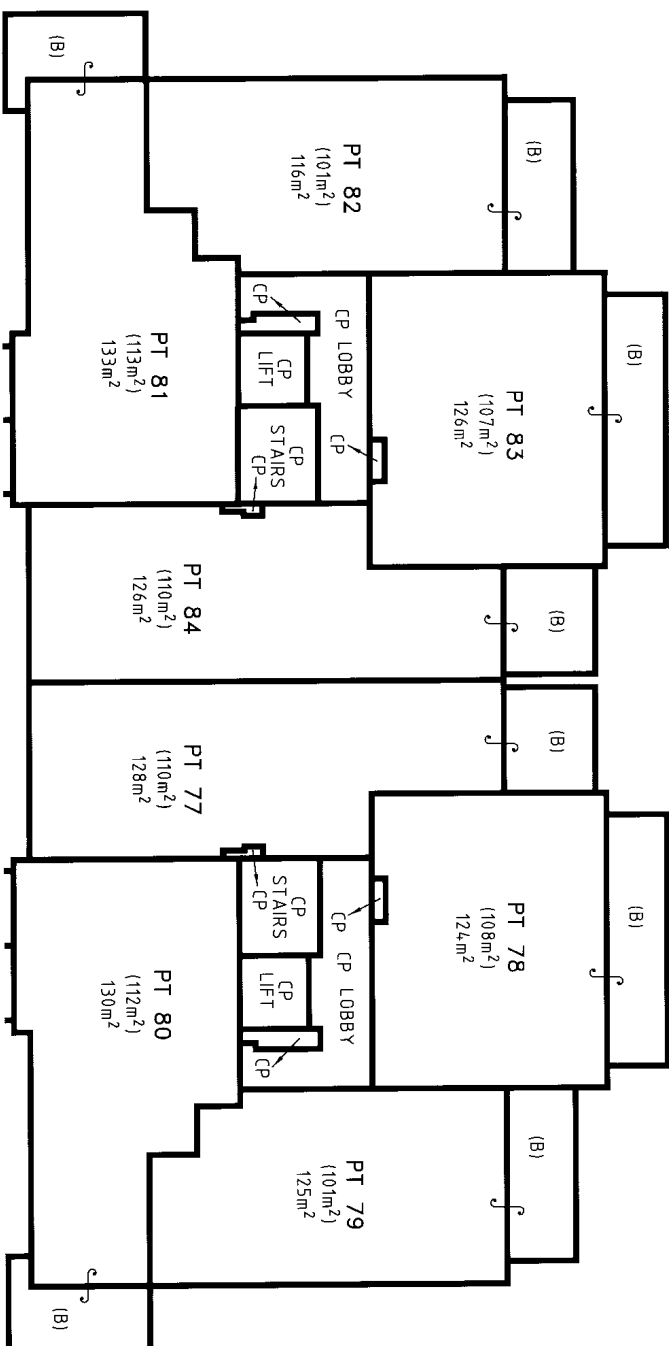
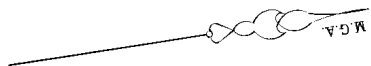
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SURVEYOR'S REFERENCE: 123902 \\ Wahnonga-Pacific Hwy

BUILDING D
LEVEL 1

SP79293



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED
IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

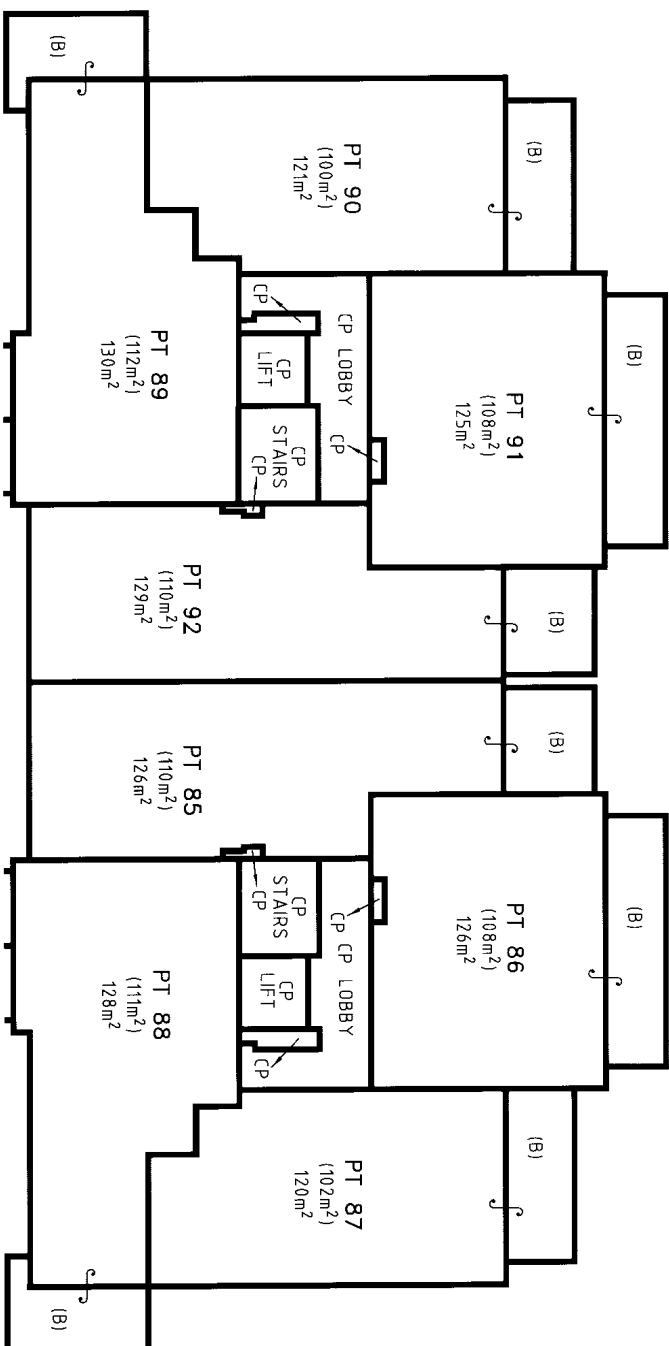
Surveyor Registered under Surveying Act 2002
General Manager/Authorised Person/Accredited Certifier

BUILDING D

LEVEL 2

SP79293

M.G.A.



THE STRATUM OF THE BALCONIES IS LIMITED
IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

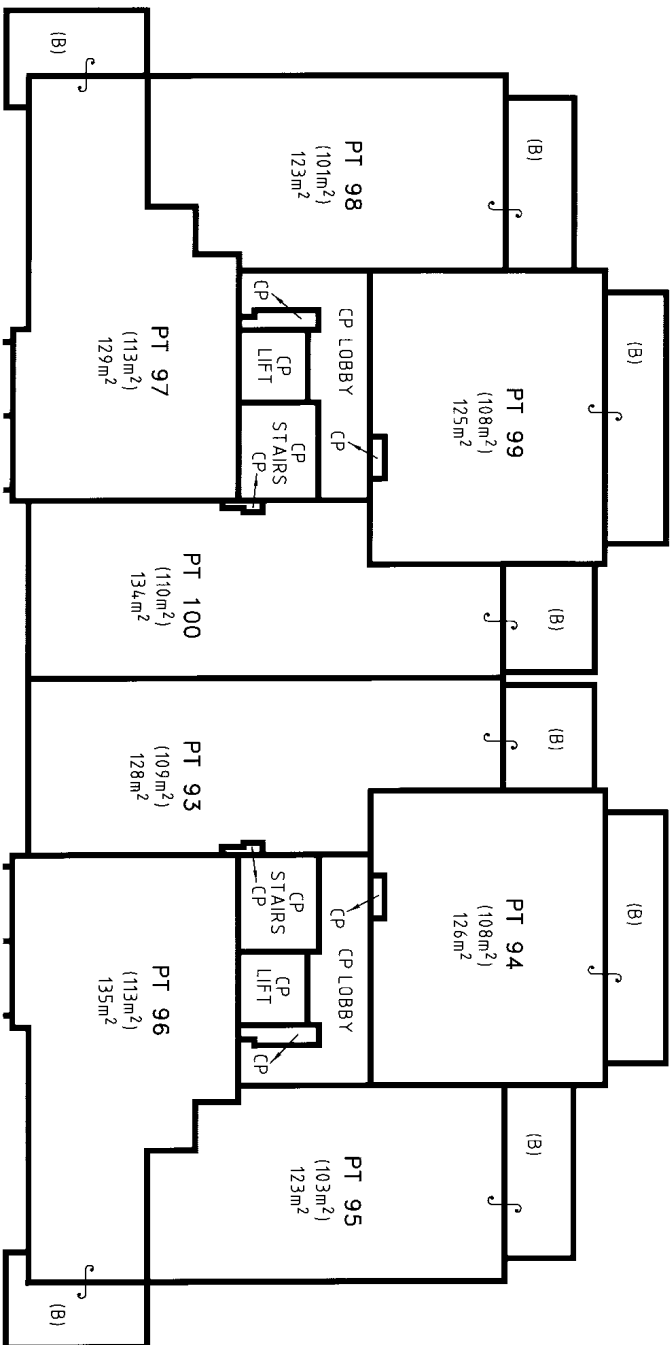
Reduction Ratio 1: 200

Lengths are in metres

BUILDING D
LEVEL 3

SP79293

M.G.A.



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED
IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

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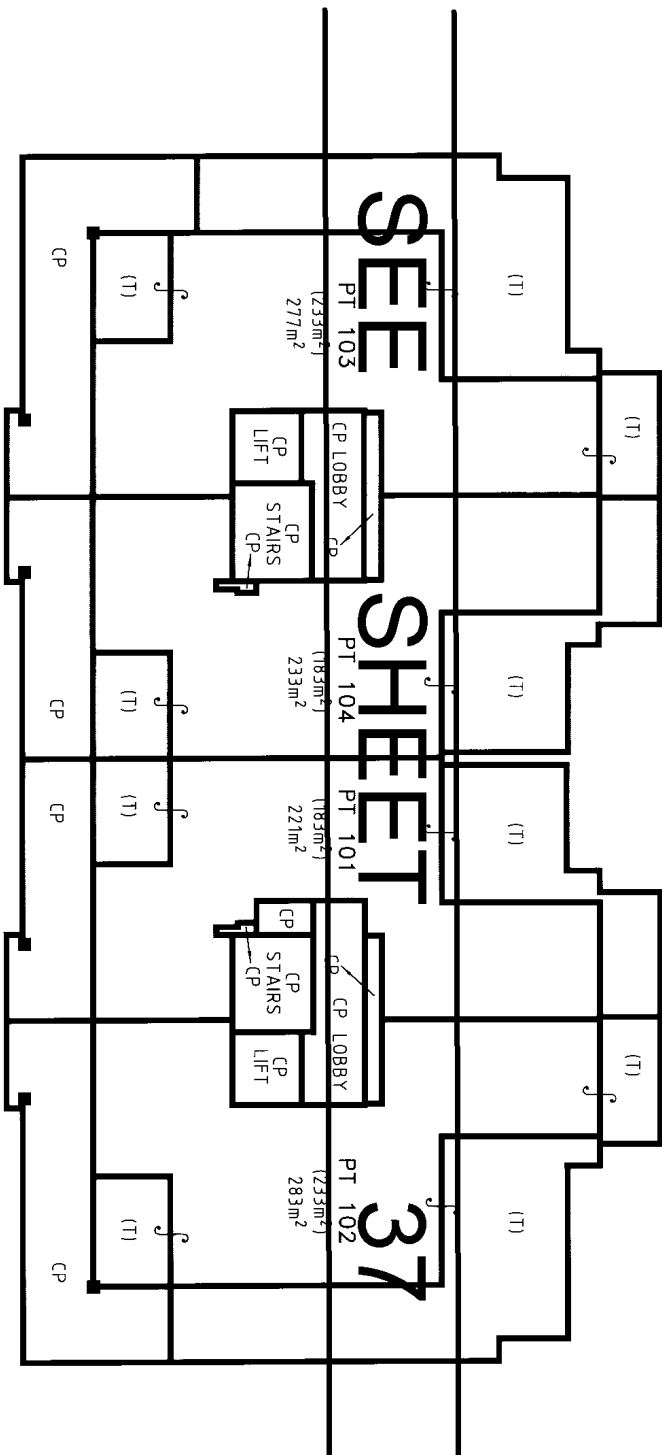
Yella

General Manager/Authorised Person/Accredited Certifier
D. Williams

BUILDING D

LEVEL 4

SP79293



(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2002

General Manager/Authorized Person/Accredited Certifier

SURVEYOR'S REFERENCE: 123902\Wahroonga-Pacific Hwy

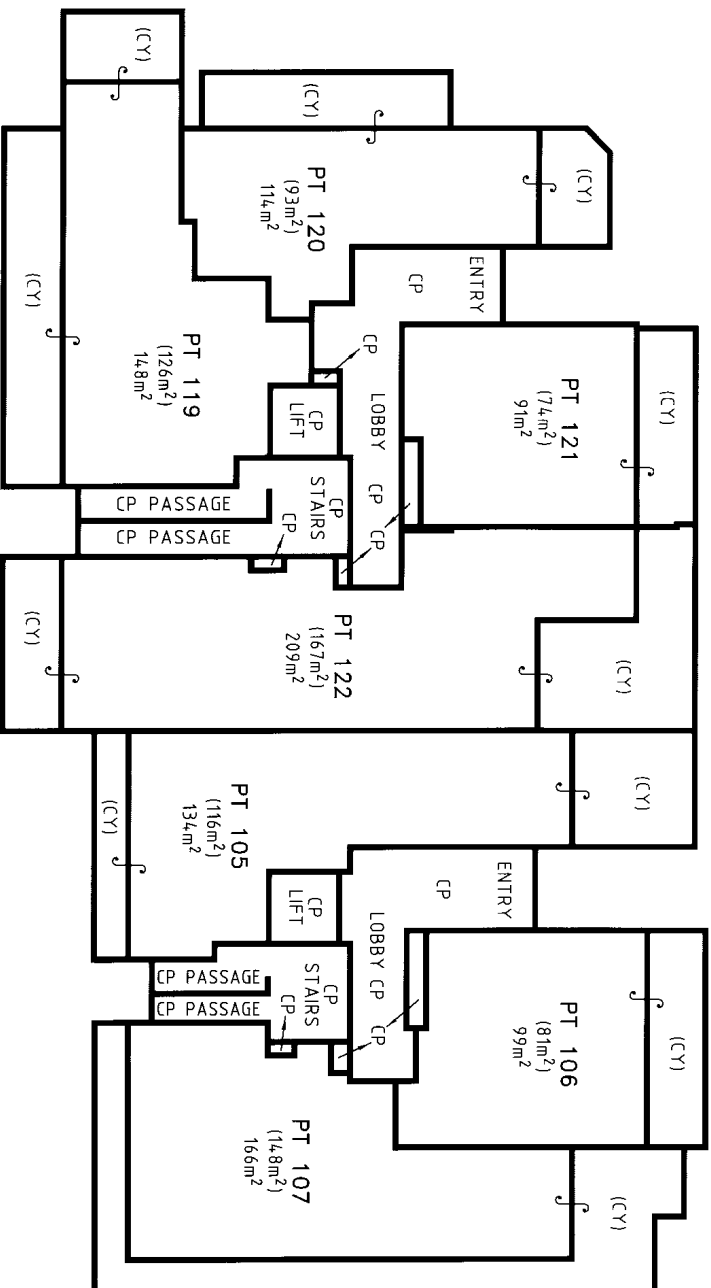
BUILDINGS E & F
GROUND FLOOR

SP79293

M.C.A.

BUILDING F

BUILDING E



(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

Lengths are in metres

THE STRATUM OF THE COURTYARDS IS LIMITED
IN HEIGHT TO 3 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor Registered under Surveying Act 2002

Waller

General Manager/Authorised Person/Accredited Certifier

DeLima

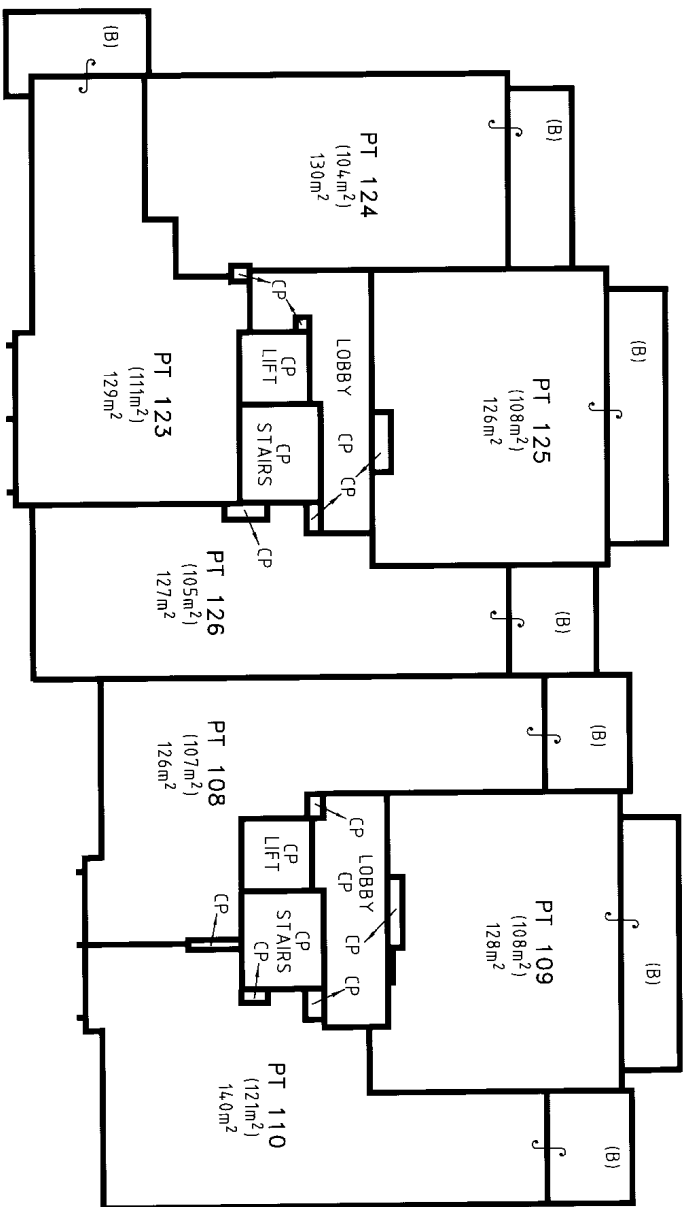
SURVEYOR'S REFERENCE: 123902 \\ Wahnonga-Pacific Hwy

SP79293

BUILDINGS E & F
LEVEL 1

BUILDING F

BUILDING E



- (B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

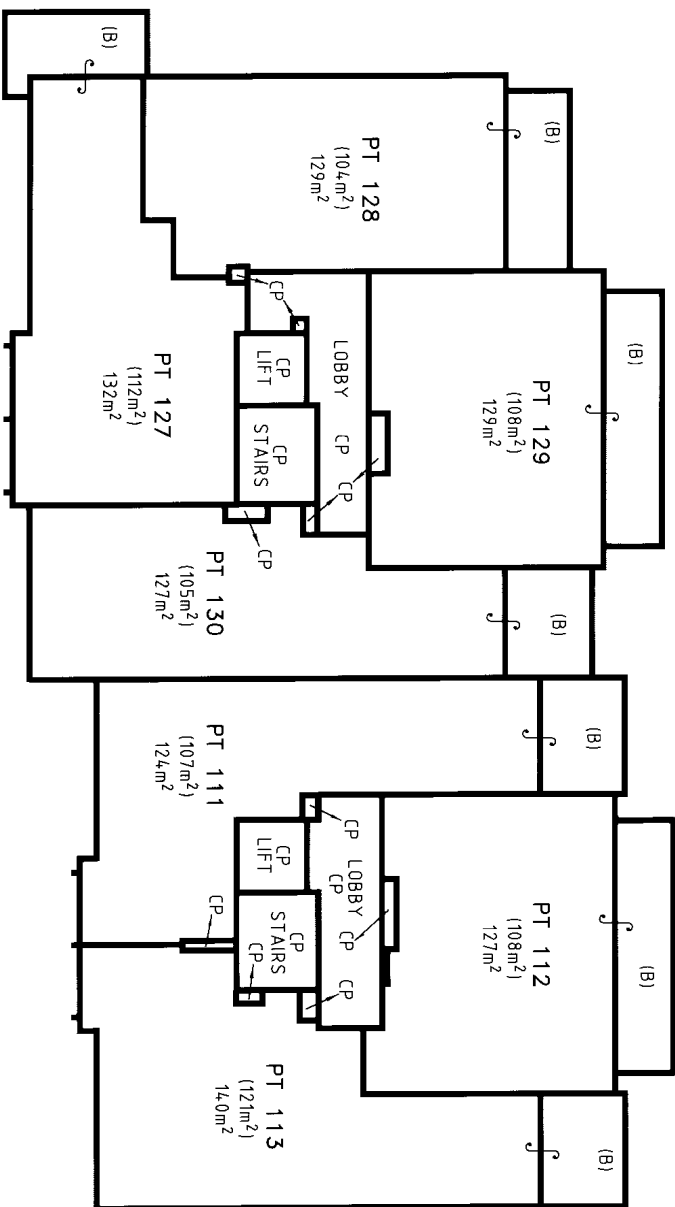
BUILDINGS E & F

LEVEL 2

SP79293

BUILDING F

BUILDING E



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2002

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 123902 \\Wahroonga-Pacific Hwy

BUILDINGS E & F

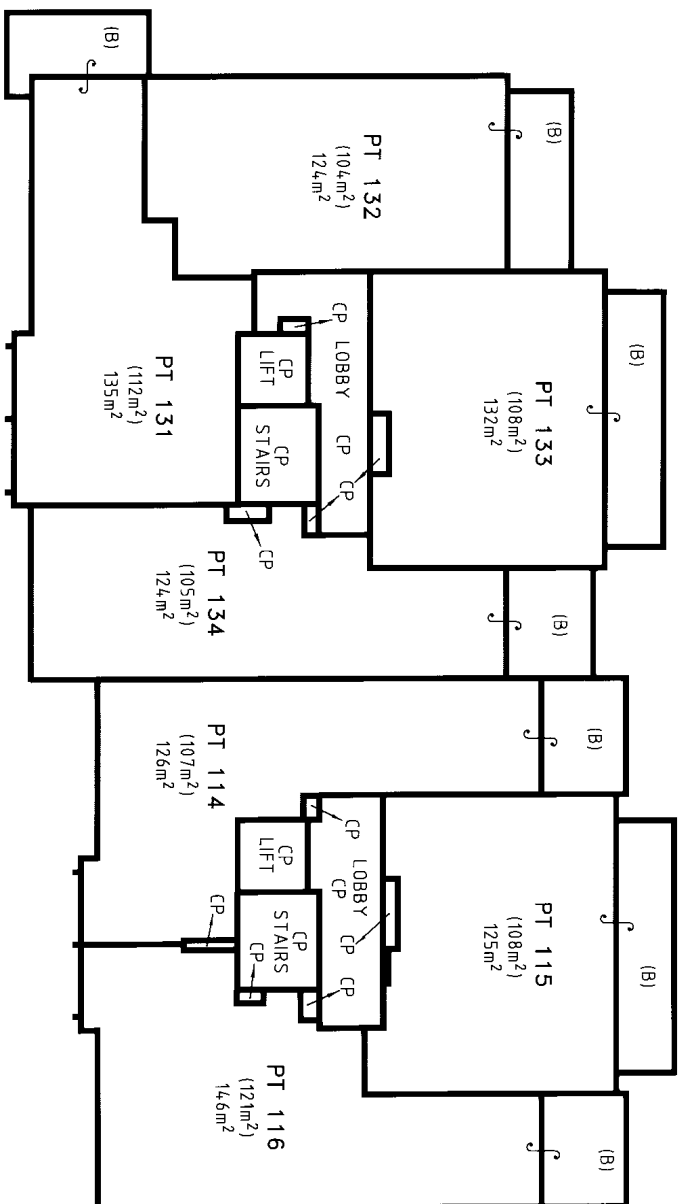
LEVEL 3

SP79293

*OFFICE USE ONLY

BUILDING F

BUILDING E



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2002	General Manager/Authorised Person/ Accredited Certifier
SURVEYOR'S REFERENCE: 123902\Wahroonga-Pacific Hwy	

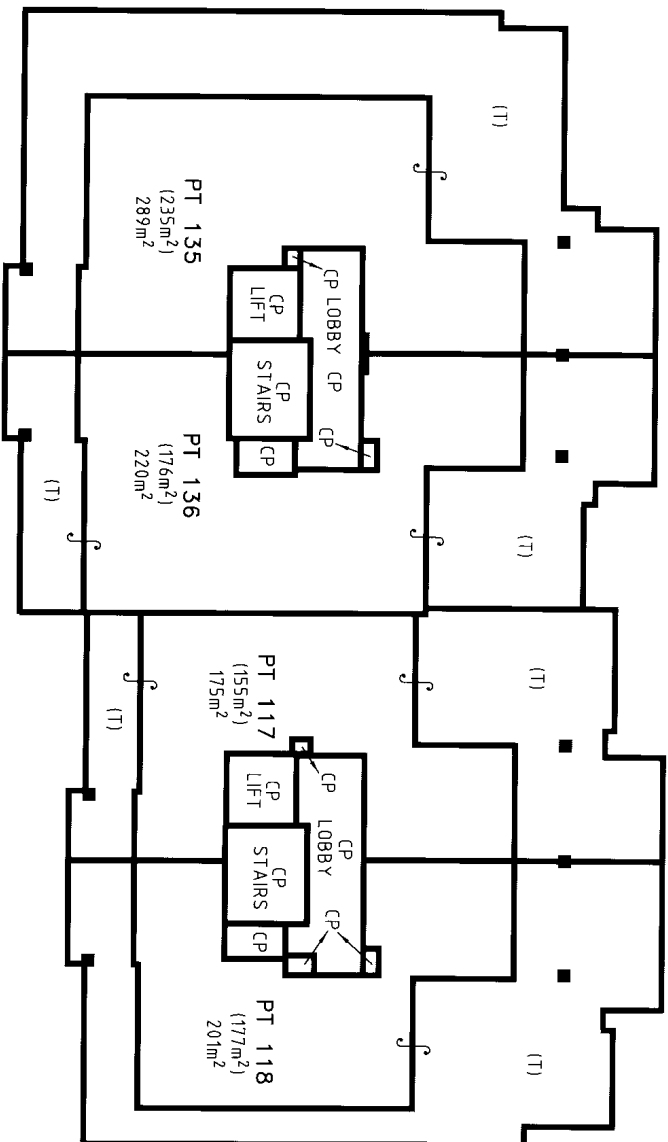
BUILDINGS E & F

LEVEL 4

SP79293

BUILDING F

BUILDING E



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

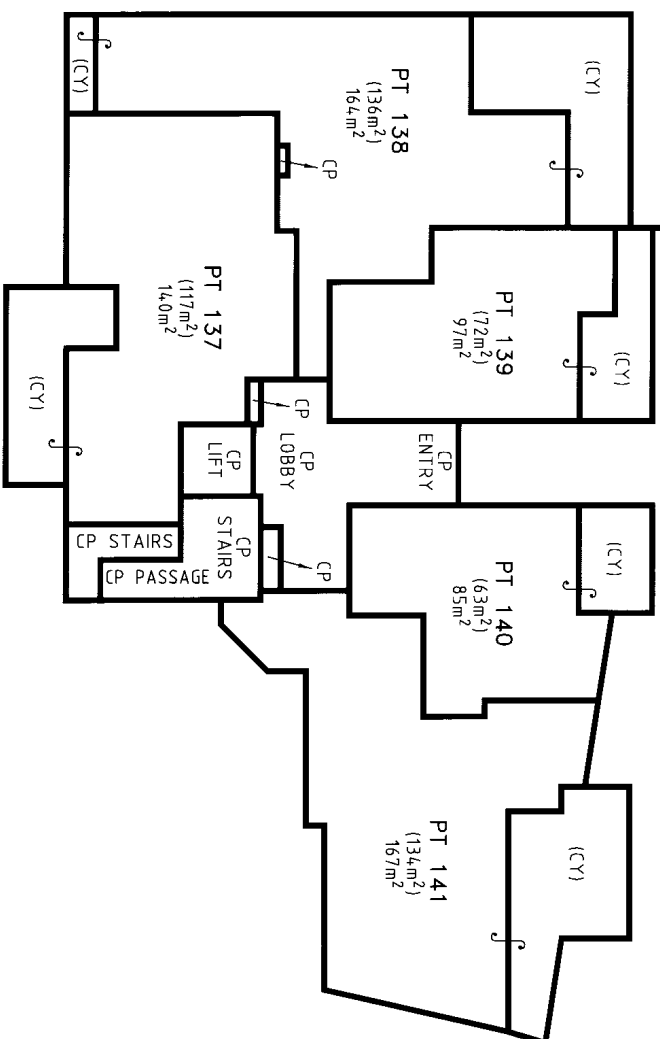
Lengths are in metres

Surveyor Registered under Surveying Act 2002
General Manager/Authorised Person/Accredited Certifier

M.G.A.

BUILDING G
GROUND FLOOR

SP79293



(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE COURTYARDS IS LIMITED
IN HEIGHT TO 3 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2002
SURVEYOR'S REFERENCE: 123902 \\Wahroonga-Pacific Hwy

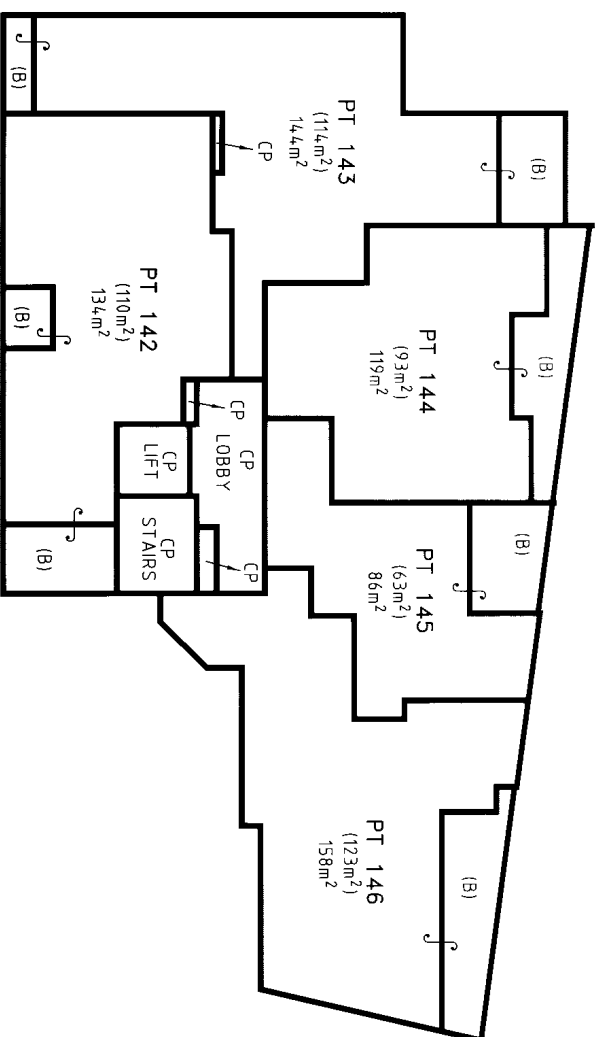
General Manager / Authorised Person / Accredited Certifier

BUILDING G

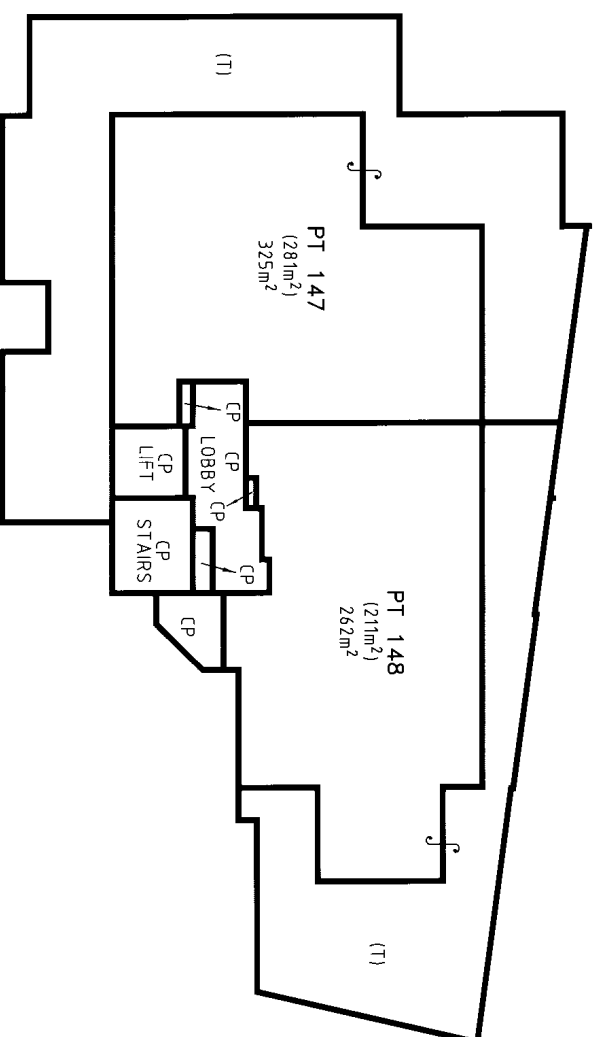


SP79293

LEVEL 1



LEVEL 2



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(B) DENOTES BALCONY
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveying Act 2002
SURVEYOR'S REFERENCE: 123902 \\Wahroonga-Pacific Hwy

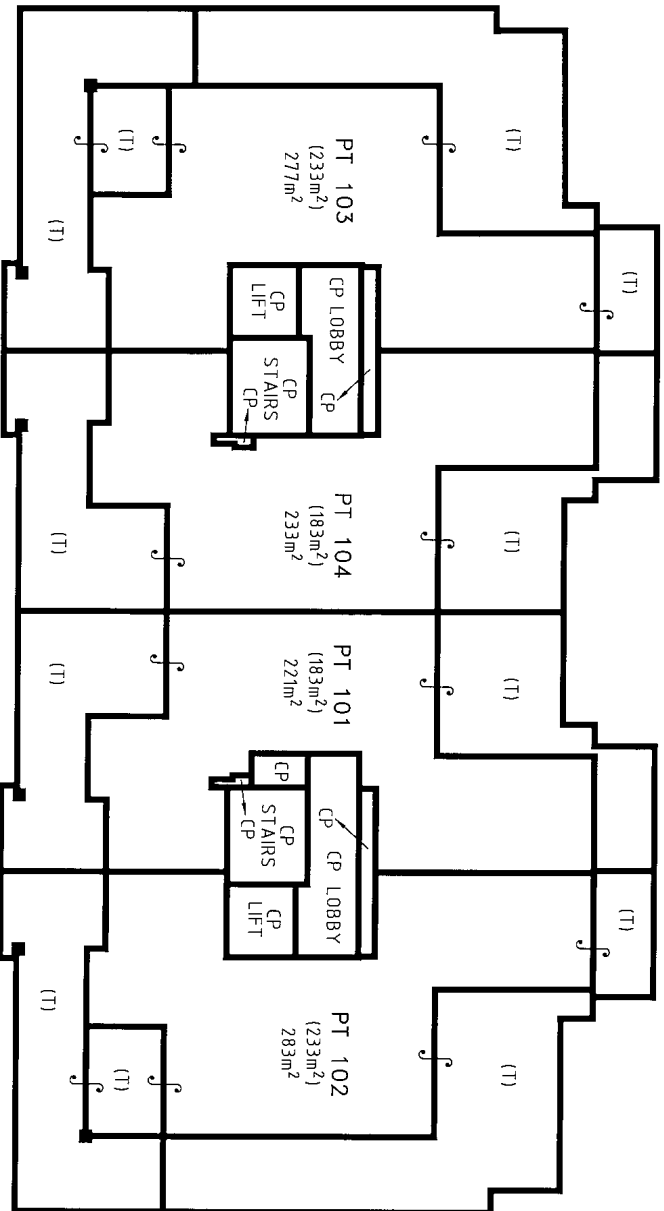
General Manager / Authorised Person / Accredited Certifier

BUILDING D

LEVEL 4

SP79293

M.G.A.



(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

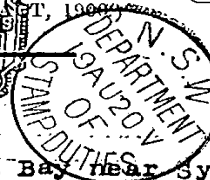
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200

Lengths are in metres

THE STRATUM OF THE TERRACES IS LIMITED
IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Transfer.....
 Endorsement.....
 Certificate



A619348E



FREE SIMPLE.

a Name, residence, occupation, or other designation, in full of transferee.

We Annie Mary Toohy of Elizabeth Bay near Sydney
 Widow Sir Thomas Hughes of Sydney Knight Bachelor
 and Mark Sheldon of Sydney Merchant.

A619348

b If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor^s of an Estate in *fee simple*^s in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified.

c All subsisting encumbrances must be noted hereon. (See page 2.)

by memorandum underwritten or endorsed hereon,^c in consideration of^d **Nine hundred Pounds**

(£ 900—)

d If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation, in full of transferee.

paid to ~~us~~ by Francis Aldborough Spicer of Sydney Secretary

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof ~~we~~ hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said^f Francis Aldborough Spicer

g Area in acres, roods, or perches.

ALL ~~our~~ Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings **one acre three roods twentysix and one-quarter perches**

h Parish or town and county.

situate in^h the Parish of Gordon County of Cumberland

i "The whole" or "part," as the case may be.

beingⁱ **part** of the land comprised inⁱ **Certificate of Title**

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

dated **9th January 1915** registered volume No. 2546 folio 57 and being lot 7 on Deposited plan No. 5878 (And the Transferee hereby covenants with us the abovenamed Transferrors our successors

And also in the pieces of land as follows:

in title and assigns That not more than three (3) main buildings shall be erected on the land hereby transferred and such buildings shall be used for private residences only and not for any other purpose whatsoever. It is declared that the land to which the benefit of this Covenant is intended to be appurtenant is the land comprising the other lots on the said Deposited Plan and that the land which is to be subject to the burden of such Covenant is the land hereby transferred And that such Covenant may be released varied or modified by the owners for the time being of such other said lots and ourselves our successors in title or assigns while we retain any of the said lots)

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Reservations as in Grant

p See note "c," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferror is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferror or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

St 3121

In witness whereof, *we* have hereunto subscribed *our* names at *Sydney*
the *Eighth* day of *July* in the year
of our Lord one thousand nine hundred and *Twenty*

Signed in my presence by the said

Annie Mary Torrey

WHO IS PERSONALLY KNOWN TO ME

William Dixon J.P.

Signed in my presence by the

said Thomas Hughes

who is personally known

to me *William Dixon J.P.*

Signed in my presence

by the said *Mark Sheldon*

by his Attorney *Frank Nelson*

Harwood who is personally

known to me *William Dixon J.P.*

Annie Mary Torrey

Transferror.*

Thomas Hughes

Mark Sheldon

by his attorney

F. Harwood

o For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

J.A. Spier

WHO IS PERSONALLY KNOWN TO ME

W.D. Warren

Accountant

240 Kent St.

Sydney

J.A. Spier

Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50 ; also, to damages recoverable by parties injured.

Declay

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at , the

day of , one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested ; and that the

name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

r Name of witness and residence.

s Name of Transferor.

t Name of Transferor.

u Registrar-General, Deputy, Notary-Public, J.P., or Commissioner for Affidavits.

Fac. 3r 264 per lot 7 S. 15878
Hort Kunzring-gai at Wairoonga
Ph. Gordon
(subject to covenants)

Lodged by

(Name)

(Address)

Parish of Murrumbidgee

26 Hunter St Sydney

Francis Eldborough Spicer Transferree

Particulars entered in the Register Book, Vol. 2546

Folio 57.

the 8th day of October, 1920

at 10 o'clock

in the fore noon.



Registrar General

Statutory Declaration of F. C. P. Garwood

SL 3121

SENT TO SOLICITORS	28.9.20	AL
RECEIVED FROM RECORDS	29.9.20	AL
DRAFT WRITTEN	30.9.20	AL
DRAFT ENDORSED	6.10.20	AL
ORIGINAL FORWARDED	do	AL
ORIGINAL FORWARDED	do	AL
ORIGINAL FORWARDED	do	AL
RETURNED TO SOLICITORS	17/10/20	AL
CERTIFICATE ENDORSED		
SENT TO RECORDS		
RECEIVED FROM RECORDS		
3108	195	✓

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



A
770206 D

A 7 7 0 2 0 6

C O V E N A N T

A copy of this covenant which was registered on 9th January, 1922 has not been microfilmed. The following extract is taken from Volume 3176 Folio 159 and is now microfilmed herewith.

Number A770206 by release dated 11th January, 1921 from Annie Mary Toohey, Sir Thomas Huges and Mark Sheldon and others to Francis Aldborough Spicer the within referred to Covenant and Declaration has been released and the following Covenant by Francis Aldborough Spicer substituted therefore; " that not more than one main building shall be erected on each of the three several allotments numberd "A", "B" and "C" respectively upon the said plan hereinto annexed and signed for the purpose of identification by the said Francis Aldborough Spicer and the said Annie Mary Toohey, Sir Thomas Hughes and Frank Nelson Yarwood as Attorney for the said Mark Sheldon and that each such main building shall be used for a private residence only and not for any other purpose whatsoever. It is declared that the land to which the benefit of this covenant is intended to be appurtenant is the land comprising the other land in the said Deposited Plan 5878 and the the land which is to be subject to the burden of such covenant is the said three allotments marked "A", "B" and "C" respectively on the said plan and that such covenant may be released varied or modified by the owner for the time being of the land in the said Deposited Plan 5878.

That in any transfer by the said Francis Aldborough Spicer of any of the said allotments "A", "B" and "C" there shall be inserted a covenant by the transferee to the to the like effect mutatis mutandis as herein before mentioned so as to bind the land comprised in such transfer in the hands of such transferee his executors administrators or assigns".



LAND TITLES OFFICE
21. 8. 1997

1979



80 DEC 10 AIO: 111
REQUEST

S222944

OFFICE USE ONLY

1	2 of 2	
\$	21	

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	If part only, delete WHOLE and give details	Location
	WHOLE	

REGISTERED
DEALING
Note (b)

Type of Dealing	Registered Number	Torrens Title Reference
Release	A770206	Volume 3176 Folio 158
Transfer	A678215	Volume 3176 Folio 158

REGISTERED
PROPRIETOR
Note (c)

George Ian Webster of 1590 Pacific Highway, Wahroonga, Manager and Elizabeth
Margaret Webster of the same place, his wife.

(The abovenamed applicant) being the registered proprietor of the land above described
abovementioned registered dealing hereby requests the Registrar General to have

all necessary recordings made in the Register for the purpose of giving
effect to the order of the Supreme Court of New South Wales
made on the 2nd day of June, 1980, an office copy whereof is
lodged herewith, which order modifies the restrictive
covenant created by Release No. A770206 and Transfer
No. A678215.

OFFICE USE ONLY

on;
for info
see this
13

Note (d)

EXECUTION
Note (e)

DATE OF REQUEST

10th July 1980

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the applicant who is personally known to me.

[Signature]
Signature of Witness

D. FORRESTER
Name of Witness (BLOCK LETTERS)

9 BLIGH STREET SYDNEY
Address and occupation of Witness
SOLICITOR

[Signature]
Signature of Applicant

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LODGED BY		LOCATION OF DOCUMENTS	
MODONELL MOFFITT DOWLING TAYLER SOLICITORS 8 BLIGH STREET, SYDNEY TELEPHONE 2331188		CT	OTHER
Delivery Box Number 5222			Herewith, In R.G.O. with Produced by
Extra Fee	Checked by <i>[Signature]</i>	REGISTERED 26-2-19 8	DIS
Registrar General		R 98437 (NOT CERTIFIED) CT. ISSUED VOL 14329 FOL 228 & 229	

OFFICE USE ONLY

MC RST

RP65
1979

INSTRUCTIONS FOR COMPLETION

This form is to be used only if no other approved form is appropriate for the purpose.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. (If the request is only in respect of a registered dealing, rule through this panel.)
 - (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of the request, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
 - (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is the subject of the request, delete the word "WHOLE" and insert the lot and plan number, portion, &c.
 - (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph Lismore Co. Rous.
- (b) Registered dealing. (If the request is only in respect of a folio of the Register, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby, e.g., Lease—Q123456—Vol. 3456 Fol. 124.
- (c) Show the full name, address and occupation or description of the applicant.
- (d) Set out the terms of the request.
- (e) Execution.
 - GENERALLY** (i) Should there be insufficient space for the execution of this request use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by the applicant who should execute the request in the presence of an adult witness, not being a party to the request, to whom he is personally known. The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY** (iii) If the request is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY** (iv) If the request is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the application has been executed.
 - CORPORATION** (v) If the request is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title duplicate registered dealing. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:						FIRST SCHEDULE DIRECTIONS	
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) J	(E)	NAME AND DESCRIPTION	
SECOND SCHEDULE & OTHER DIRECTIONS							
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G)	DIRECTION	(H)	NOTFN TYPE	(I)	DEALING NUMBER
						(K)	DETAILS

10-30
D. WITH S 222944

IN THE SUPREME COURT OF NEW SOUTH WALES

EQUITY DIVISION

No. 1805 of 1980

The Application of
George Ian Webster
and Elizabeth
Margaret Webster

Defendants

THE COURT ORDERS that:-

1. The restrictions imposed by the covenants contained in Release registered number A770206 and Memorandum of Transfer registered number A678215 insofar as they affect Lot C in Deposited Plan No. 301211 being the whole of the land contained in Certificate of Title Volume 3176 Folio 158 be modified by permitting the erection of one main building on each of the lots into which the said land is, with the approval of the Council of the Municipality of Ku-ring-gai subdivided.

ORDERED 2nd June, 1980 AND ENTERED 9 JUN 1980

O R D E R

By the Court

(SGD.) J. RODDEN (S)

Deputy Registrar.

McDONELL MOFFITT,
DOWLING TAYLER,
Solicitors,
9 Bligh Street,
SYDNEY. 2000.

Tel: 233 11 88



A678215R



(REAL PROPERTY ACT, 1900.)



FEE SIMPLE.

a Name, residence, occupation, or other designation, *in full*, of transferor:
FRANCIS ALDBOROUGH SPICER of Sydney Merchant

A678215 *214-3-44*

b If a less estate, strike out "in fee simple," and interline the required alteration.
c All subsisting encumbrances must be noted hereon. (See page 2.)
d If the consideration be not pecuniary, state its nature concisely.
being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of **Three hundred and fifty five pounds (£ 355.0.0)**

e Name, residence, occupation, or other designation, *in full* of transferee.
paid to me by **IDA GERTRUDE SPICER** of Wahroonga Married Woman

If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.
do hereby transfer to the said **IDA GERTRUDE SPICER**

g Area in acres, roods, or perches.
h Parish or town and county.
i "The whole" or "part," as the case may be.
j "Crown grant," or "Certificate of Title."
k Strike out if not appropriate.
ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings
situate ~~in~~ at Wahroonga Shire of Ku-ring-gai Parish of Gordon County of Cumberland

being **part** of the land comprised in Certificate of Title

dated 12th day of October 1920 registered volume No. 3108 folio 195
as delineated in the plan hereon

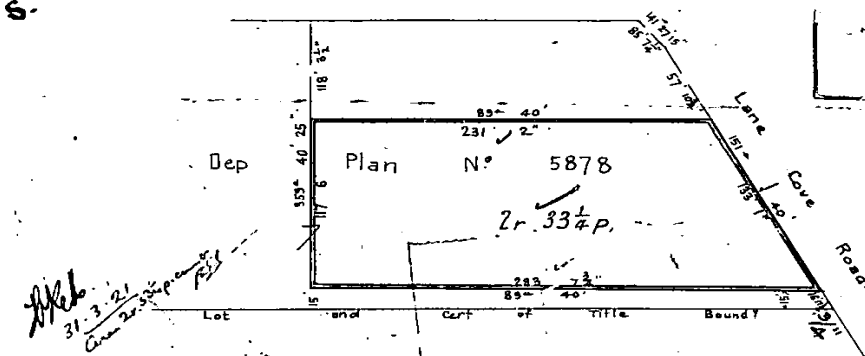
And also in the pieces of land as follows:

Munderah Avenue

These references will suffice, if the whole land in the grant of certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
"as delineated in the plan hereon [or "annezed hereto"] or "described as follows, viz.:"—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.



FILED IN
AN 190M AS F.P.
301211

Scale 100 Feet to an inch

And the Transferee hereby covenants with the Transferor
(That not more than one main building shall be erected on the said [Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin or noticed in the attestation.

See note "c," page 1.
A very short note of
the particulars will
suffice.

land hereby transferred and such building shall be used for a
private residence only and not for any other purpose whatsoever
It is declared that the land to which the benefit of this covenant
is intended to be appurtenant is the land comprising the other
land on the Deposited Plan 5878 and that the land which is to be
the burden of such covenant is the land in the said transfer and
that such covenant may be released varied or modified by the owner
for the time being of the land in the said Deposited Plan.

MEMORANDUM OF ENCUMBRANCES &c REFERRED TO

As in Crown Grant and as noted in said Certificate of Title

[Rule up all blanks before signing.]

If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.
This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

In witness whereof, I have hereunto subscribed my name, at Sydney
the teath day of February in the year
of our Lord one thousand nine hundred and twenty one

Signed in my presence by the said

FRANCIS ALDBOROUGH SPICER
WHO IS PERSONALLY KNOWN TO ME

Signed

F. A. Spicer
Transferrer.*

Conveyancer
Abel & Stephens Solicitors
Sydney

Repeat attestation for
additional parties if
required.

St 3121

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

Municipality—Shire—of *Kuring-gar*

CERTIFICATE TO NEW ROAD OR SUBDIVISION.

A 678215

LOCAL GOVERNMENT ACT, 1919. SEC. 327. ORDINANCE No. 32. FORM 1.

Certificate No. *15*

COUNCIL CHAMBERS,

Gordon 26 Aug 1920

192

APPLICANT.

(Name)

F. A. Spier

(Address)

Lane Cove Rd

Wahroonga

OWNER.

(Name)

do

(Address)

NEW ROAD (Particulars)

SUBDIVISION (Particulars)

*land at corner of Lane Cove Road
and Munderah St Wahroonga*

CERTIFICATE.

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) have been complied with by the above named applicant in relation to the proposed *subdivision* above described, and more particularly set

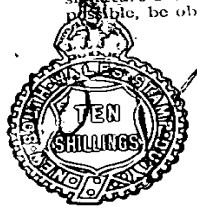
on the accompanying plan bearing the Council's Seal and marked "Covered by Council Clerk's

ate No. *15* of *26 August 1920*

J. G. H. 16-20

~~Town~~
Shire Clerk.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.



15 3 21 D

2619349
WPA 39/3/21
PA 12559

Signed in my presence by the said

Ida Gertrude Spicer
Transferee.

IDA GERTRUDE SPICER
WHO IS PERSONALLY KNOWN TO ME

Walter T. Davidson

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

We Annie Mary Toohey Thomas Hughes and Mark Sheldon the Mortgagees named in Memorandum of Mortgage Number A619349 hereby release and discharge the land comprised in this transfer from the said Mortgage without prejudice to our rights thereunder as affecting the residue of the land in the said Certificate of Title And I Frank Nelson Yarwood signing this Release as the Attorney of the said Mark Sheldon under or by virtue of Power of Attorney from the said Mark Sheldon dated the twentieth day of August One thousand nine hundred and nineteen state that I have no notice of the revocation of the said Power of Attorney at the time of my signing this release.

Dated this sixteenth day of February One thousand nine hundred and twenty one.

SIGNED in my presence by the said ANNIE MARY TOOHEY who is personally known to me

Walter T. Davidson
100 The Strand
Sydney

Annie Mary Toohey

SIGNED in my presence by the said THOMAS HUGHES who is personally known to me

Walter T. Davidson

Thomas Hughes

SIGNED in my presence by the said MARK SHELDON by his Attorney Frank Nelson Yarwood who is personally known to me

Walter T. Davidson
100 The Strand
Sydney

Mark Sheldon
by his attorney
F. N. Yarwood

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at Sydney, the Sixteenth day of February, one thousand nine hundred and twenty one
Walter T. Davidson, of 100 The Strand Sydney,
the attesting witness to this instrument, and declared that he personally knew
Annie Mary Toohey & Frank Nelson Yarwood
the persons signing the same, and whose signatures thereto he has attested; and that the
names purporting to be such signatures of the said Annie Mary Toohey
& Frank Nelson Yarwood are their own handwriting, and that he was of
sound mind, and freely and voluntarily signed the same.

- May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- Name of witness and residence.
- Name of Transferrer.
- Name of Transferrer.

Robert C. Wilson

Memorandum of Transfer of

Lodged by

(Name) Parish & Stephen

(Address) 26 Hunter Street, Sydney.

2v. 33 1/4 p.
part Lot 7 DP 5878
at Wahroonga Bk. Kuring-gai
Ph. Gordon
Subject to Covenant.

~~Transferor~~

Ida Gertrude Spicer Transferree.

Particulars entered in the Register Book, Vol. 3108

Folio 195

the 22nd day of April, 1921,
at - minutes - 10 - o'clock
in the fore noon.

*scott
s. leed
decid
a*

313
1009
Registrar General

SL 3121

*30.3.21
to 3. 1921
15.4.21
16.4.21
20.4.21
20.4.21
20.4.21*

A 678215

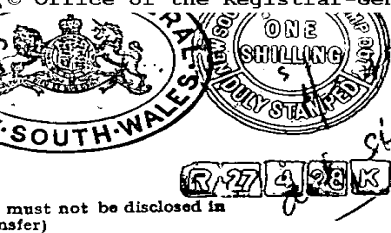
26 APR 1921 DM

3176 158

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

1. Lot 31. 15/4/21



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

B659684L

CR 96137 14Y 9 3 07 1928

No. **B659684**
I, FRANCIS ALDBOROUGH SPICER of Warrawee Merchant

19/5/28

must not be disclosed in transfer)

less estate, strike out "in simple," and interline the altered alteration.

(herein called transferror)
 being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,
 subject, however, to such encumbrances, liens and interests as are notified hereunder in
 consideration of SIX HUNDRED AND THIRTY POUNDS

(£630.) (the receipt whereof is hereby acknowledged) paid to me by

ROBERT WALLACE MILLER of Roseville Builder

(herein called transferee)

do hereby transfer to the said transferee^b
 ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	<u>Cumberland</u>	<u>Gordon</u>	Part and being Lot B part of portion 7 of Tooheys Estate as shewn on plan annexed to Transfer No. A678215	<u>3379</u>	<u>6</u> ✓

And the transferee covenants with the transferror^a his successors in title and assigns that not more than one main building shall be erected on the land hereby transferred and that such main building shall be used for private residence only and not for any other use whatsoever. It is declared that the land to which the benefit of this covenant is intended to be appurtenant is the land comprising the other land in Deposited Plan 5878 and that the land which is to be subject to the burden of such covenant is the land hereby transferred and that such covenant may be released or varied or modified by the owners for the time being of the land in Deposited Plan 5878.

Two or more, state whether as joint tenants or tenants in common.
 If the references cannot conveniently inserted, a of annexure (obtainable T.O.) may be added. Annexure must be signed the parties and their signatures witnessed.
 If references will suffice if whole land in the grant or if certificate be transferred. Part only add "and being sec. D.P." or "and being the land shown in plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol."
 Where the consent of the council is required to subdivide the certificate plan mentioned in L.G. Act, 1919, should accompany the transfer.
 Strike out if unnecessary. Tenants should comply with Section 89 of the Conveyancing Act, 1919. It also should be set forth right-of-way or easement exception.
 In addition to the modification of the covenants implied by the may also be inserted.

very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

Reservations of all mines of gold and of silver ✓
 Subject to covenant noted on Instrument No. A770206. 1.3

Signed at Sydney the eighteenth day of April 1928.

Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

Francis Aldborough Spicer
 Signed *John Sydney*

Francis Aldborough Spicer
 Transferror

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Robert Wallace Miller
 Transferee

Robert Wallace Miller
 Transferee

Repeat attestation if necessary.

If the Transferror or Transferee signs by a mark, the attestation must state "that instrument was read over and explained to him, and that he appeared fully to understand the same."

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

^a If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

^b N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently signing liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being

B659684

CONSENT OF MORTGAGEE.

mortgagee under Mortgage No.

I, *release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.*

Dated at *this*

day of *192*

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.*

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at *the* day of *192*

Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me at *the* day of *one thousand nine hundred and twenty* and declared that he personally knew *the person* signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said *is* own handwriting, and that *he was* of sound mind and freely and voluntarily signed the same.

25 MAY 1928

MEMORANDUM OF TRANSFER of

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
	<i>CP</i>	

Intersection of Munderah and Lane Cove Roads.
lot B in plan lodged with A678215 (Pt lot 7 DP 5872)
Subject to covenant
Shire *at Wahroonga*
Municipality *Wahroonga*
Parish *Gordon* County

Robert Wallace Miller Transferree.

Particulars entered in Register Book, Vol. 3379 Fol. 6

B 659684

the *29th* day of *May* 1928
at *10* o'clock in the *fore*noon.

H. Hayton
Registrar General

PROGRESS RECORD.

	Initials.	Date.
nt to Survey Branch ...	<i>HS</i>	<i>18/5</i>
ceived from Records	<i>HS</i>	<i>25/5</i>
raft written ...	<i>HS</i>	<i>25/5</i>
raft examined ...	<i>HS</i>	<i>25/5</i>
agram prepared ...	<i>HS</i>	<i>25/5</i>
agram examined ...	<i>HS</i>	<i>25/5</i>
raft forwarded	<i>HS</i>	<i>25/5</i>
pt. of Engrossers	<i>HS</i>	<i>25/5</i>
ncellation Clerk	<i>HS</i>	<i>25/5</i>

VOL. 4159 FOL. 245

Diagram Fees ...
Additional Folios ...

parties be resident without the State, but in any other part of the British Dominions the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

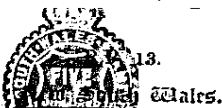
Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

1 This form is not appropriate in cases of delegation under the Trustees Delegation Powers Act, 1917, the Execution of (War Facilities) 1917.

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

3 May be made before either Registrar-General, Deputy Registrar-General, Notary Public, Commissioner for Affidavits. Not required if instrument itself made or acknowledged before one of the parties.



APR 14 1937

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

RECEIVED

RECEIVED

Adjudgment
Endorsement
Certificate

12.6
1/20
5.0
2.6
2.0

(Trusts must not be disclosed in the transfer.)

I, EDWIN ERNEST HILL of North Sydney, Gentleman,

(herein called transferor)

If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of Three Hundred and fifty pounds

£ 350-0-0 (the receipt whereof is hereby acknowledged) paid to me by

ENID LINDREA LANE of Wellington in the State of New South Wales, Spinster

(herein called transferee)

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred.

If part only add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

d Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-32. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

e A very short note will suffice.

do hereby transfer to the said transferee

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

County.	Parish.	State if Whole or Part.	Vol.	Fol.
<u>CUMBERLAND</u>	<u>GORDON</u>	Part and being Lot A as shown on plan annexed hereto edged red	<u>4042</u>	<u>69</u>

~~Together With full right and liberty as appurtenant to the land hereby transferred for the said Transferee her executors administrators and assigns as owner or owners for the time being of the said land hereby transferred and the transferee covenants with the transferor her or their servants and all other persons authorised by her or them from time to time and at all times hereafter at her or their will and pleasure to pass and repass with or without horses and other animals carts carriages traction engines motor cars and other vehicles laden or unladen over and along the strip of land coloured brown on plan annexed hereto for all purposes whatsoever AND Reserving full right and liberty unto the said Transferor his executors administrators and assigns as owner or owners for the time being of the residue of the land in the said Certificate of Title and his or their servants and all other persons authorise by him or them from time to time and at all times hereafter at his or their will and pleasure to pass and repass with or without horses and other animals carts carriages traction engines motor cars and other vehicles laden or unladen over and along the strip of land coloured blue on plan annexed hereto for all purposes whatsoever AND it is hereby agreed that the expense of keeping the strips of land coloured brown and blue and hereinbefore referred to in good and sufficient repair shall be borne by the said Transferor his executors administrators and assigns and the said Transferee her executors administrators and assigns in equal moieties AND it is further agreed that no objection shall be made by either the Transferor or the Transferee or their respective executors administrators or assigns to the erection on the side of the land covered by the above rights or way of any poles for electricity or telephone purposes.~~
are erected in such a ENCUMBRANCES, &c., REFERRED TO, provided that such poles are not to interfere with the rights hereby transferred and reserve

Reservations of all mines of gold
and of silver

Signed at Sydney

the fourth day of April 19 37.

Signed in my presence by the transferor

EDWIN ERNEST HILL
WHO IS PERSONALLY KNOWN TO ME

*Signed

E.E. Hill
Transferor.*

PLAN REFILED IN
PLAN ROOM 40 P.P.
334713

f If executed within the State this instrument should be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

g Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferee

ENID LINDREA LANE
WHO IS PERSONALLY KNOWN TO ME

N.L. Lane J.P.

Enid L. Lane
Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also be damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasures. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

6. Robertson
1. 507 189

C528867

LODGED BY COLIN ROBERTSON,
SOLICITOR,
19 Hunter Street SYDNEY.

CONSENT OF MORTGAGEE.

mortgage under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 } Mortgagee.
Signed in my presence by }
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.²

Signed at the day of 19 }
Signed at the place and on the date above-mentioned, in the presence of-- }

¹ This form is not appropriate in cases of delegation by trustees.

² Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.³

Appeared before me at _____, the day of _____, one thousand nine hundred and thirty _____ the attesting witness to this instrument, and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is own handwriting, and _____ he was of sound mind and freely and voluntarily signed the same.

³ May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

INDEXED
10 MAY 1937
BY 41-1
CHECKED BY M

MEMORANDUM OF TRANSFER of

Acres 1 roods 35 1/2 perches.
Lot A in plan annexed (at lot 9
DP 3295 (Rene Boul Rd) Sydney
Shire Ku-ring-gai
Municipality
Parish _____ County _____
(together with reserving R of W)
Eric Hindsa Rene Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Pro. r. M't'gor, etc.

FOR DEPARTMENTAL USE.

Particulars entered in Register Book, Vol. 4042 Fol. 69

the 7th day of May 1937
at _____ minutes 11 o'clock in the fore noon

Reg. W. Williams
Registrar-General

PROGRESS RECORD.

	16/10	17/10
at to Survey Branch	16/10	17/10
received from Records...	16/10	17/10
draft written ...	16/10	23/4
draft examined...	S.R.	4.5.37
gram prepared	16/10	5.5.37
gram examined	16/10	5.5.37
draft forwarded	16/10	5.5.37
pt. of engrossers	16/10	17.5.37
Cancellation Clerk		
VOL. 484 ¹	FOL. 53	
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

C528867

Municipality/~~Shire~~ of *The-rings*

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32 FORM 1.

Certificate No. *8/1930*

COUNCIL CHAMBERS,

11 February 1930

APPLICANT

(Name)

(Surname First)

(Address)

OWNER

(Name)

(Address)

NEW ROAD (Particulars)

SUBDIVISION (Particulars)

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed *new subdivision* above described,

(Insert New Road or Sub-Division)

and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Covered by Council Clerk's Certificate No. *8* of *11 February 1930*."

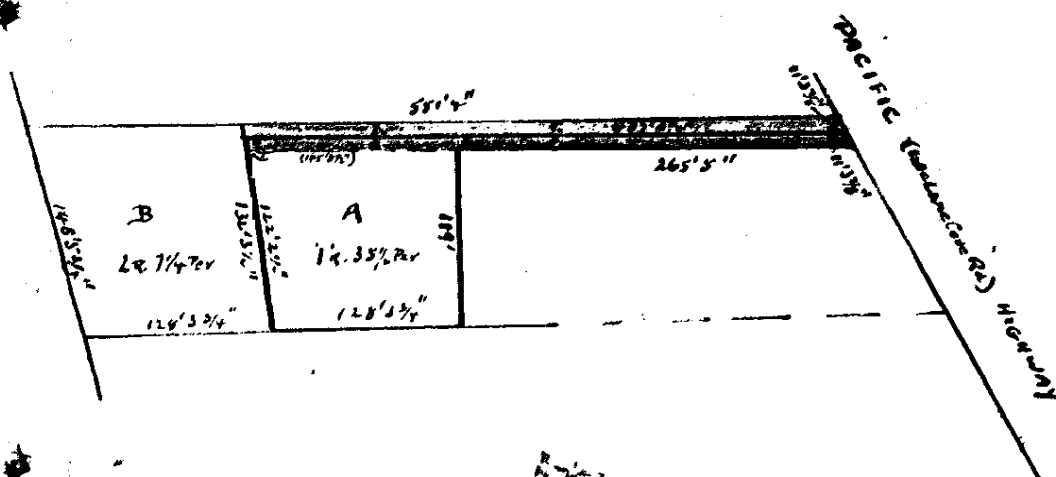


Town/Ship

This is the Plan annexed to Memorandum
of Transfer dated *9th April* 1937 **C528867**
from Edwin Ernest Hill to Enid Lindrea
Lane.

PLAN OF SUBDIVISION OF LAND COMPRISED IN CERTIFICATE
OF TITLE REGISTERED Vol.4042 Fol.69

Municipality of Ku-ring-gai
Parish of Gordon
County of Cumberland



SEE ENTRIES IN REGISTERED
IN PLAN ROOM AS FOL
334.713

E. E. Hill
(Signature of Transferror)
Enid L. Lane.
(Signature of Transferee)

New South Wales

MEMORANDUM OF TRANSFER AND GRANT OF DRAINAGE EASEMENT

(Real Property Act 1900)

C561821



29 JUL 1997

I, DORIS ADRIENNE CLIFFORD, the Wife of William Patrick Clifford formerly of Pymble but now of Wahroonga in the State of New South Wales Dental Surgeon (hereinafter called "the Transferror") being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified hereunder) in consideration of the sum of TEN SHILLINGS (10/-) (the receipt whereof is hereby acknowledged) paid to me by THE COUNCIL OF THE MUNICIPALITY OF KU-RING-GAI (hereinafter called "the Council") DO HEREBY GRANT AND TRANSFER to the Council FULL AND FREE RIGHT AND LIBERTY to make lay out construct and forever use and maintain an open and/or pipe and/or covered drain upon in through and/or under and/or over the strip of land six feet wide situate at Wahroonga aforesaid in the Municipality of Ku-ring-gai Parish of Gordon and County of Cumberland more particularly delineated on the plan annexed hereto marked with the letter "A" and thereon edged red being part of the land comprised in Certificate of Title dated the Twenty sixth day of March One thousand nine hundred and twenty four registered Volume 3574 Folio 29 for the purpose of and as part of a scheme for conveying and carrying off surface and stormwaters in a southerly direction from Munderah Avenue and also from Pacific Highway Wahroonga aforesaid AND for that purpose to remove and carry away all or any of the clay sand gravel stones and earth which shall be taken out of the said strip of land and/or to use all or any part thereof in the making laying out and constructing the said drain and/or to leave same or any part or parts thereof upon the said strip of land TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY from time to time and at all times to inspect the condition of and to cleanse maintain mend repair and/or relay and/or recover the said drain or any part or parts thereof and for such purposes or any of them at all reasonable times with surveyors workmen horses carts materials machinery and implements and other persons and things to enter into and upon the said strip of land and to bring and place and leave thereon and/or to remove therefrom all necessary materials machinery implements and things and to remove and carry away and/or use and/or leave as aforesaid all or any of the clay sand gravel stones and earth which shall be taken out of the said strip of land and to do all such acts and things as may be deemed by the Council to be necessary AND the Transferror hereby covenants with the Council that the Transferror will not:-

- (a) do permit or suffer any act deed matter or thing whereby the said drain shall or shall be likely to become injured or damaged

5266

or whereby the Council shall be prevented from or hampered in
constructing maintaining mending repairing or cleansing the
said drain or any part or parts thereof or

(b) interfere with the free flow and passage of soil or water
through the same.

AND THAT if she the Transferror shall do permit or suffer anything which
shall injure or damage the said drain or any part thereof or shall inter-
fere with the free flow and passage of soil or water through the same
she the Transferror will forthwith at her own expense properly and sub-
stantially repair and make good all such injury or damage and restore
the free flow and passage of soil or water through the said drain and
do all things necessary or expedient for the purposes aforesaid or any
of them AND will not erect or permit to be erected any building or other
erection of any kind or description over the said strip of land without
the Council's permission in writing being first had and obtained.

ENCUMBRANCES ETC. REFERRED TO.

Reservation of all mines of gold and of silver.

Building Covenant contained in Instrument Registered No. A770206.

DATED at ~~Wahroonga~~ ^{Wahroonga} this ~~thirteenth~~ ^{thirteenth} day of ~~July~~ ^{July} One
thousand nine hundred and thirty seven.¹⁹³⁷

SIGNED in my presence by the)
Transferror who is personally)
known to me:

D. A. Clifford

Makohonu McLodysu J.P.

SIGNED in my presence by GEORGE)
SEVILLE TRAVIS (the Mayor of and)
for and on behalf of the Council)
of the Municipality of Ku-ring-gai))
who is personally known to me:

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

TOWN CLERK

MAYOR.

A
PLAN

Municipality of Xu-ring-gai
Ship of

Scale 80 Feet to an Inch.



FRS Jackson

Surveyor registered under Surveyors Act, 1929

This is the plan marked "A" referred to in Memorandum Of Transfer And Grant Of Drainage Easement,
Dated the twentieth day of July 1937 from
D. Clifford Doris Marianne Clifford to the Council Of The Municipality Of Ku-Bay-Hai-Sai
SECRET
SIGNED AND DELIVERED BY THE TOWN CLERK

LODGED BY

DOWLING TAYLER MACDONALD & PRATT,
Solicitors,
Wingello House,
Angel Place,
SYDNEY.

5266 C561821

Memorandum of transfer and grant

Basement for drainage over
Pt. lot 8 DP 3295 and
Pt. lot 7 DP 5878

Lodged herewith C.T. vol. 3574 fol. 29
and plan

at Wahnonga

Chas. Lu-nig-gai

(together with certain rights)
The Council of the Municipality Transferee
of Lu-nig-gai

Particulars entered in Register Book Volume 3574
folio 29. on the 2nd September 1937 at 12 o'clock
noon

W. Macdonald
Registrar


RECEIVED
3 SEP 1937
OK

X

0

11

No.

325385

D

'66 MAY 12 AM 11:4

R.P. 13

Fees:—



New South Wales



Lodgment
Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

(Trusts must not be disclosed in the transfer.)

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

MONICA ADRIENNE PATRICIA READ of Wahroonga Divorced Petitioner *Anthropologist*

\$5.00
12.5.66

a If a less estate, strike out "in fee simple" and interline the required alteration.

b State in full the name of the person who furnished the consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the person taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

e The description may refer to the defined residue of the land in a certificate or grant (e.g. "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being lot sec. D.P. "). Unless authorised by Reg. 53 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

f A very short note will suffice.

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

h Repeat attestation if necessary. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Twenty six thousand three hundred dollars (\$26300.00) (the receipt whereof is hereby acknowledged) paid to me by

Adrian John Lane and Merilyn Irene Lane do hereby transfer to

ADRIAN JOHN LANE of Neutral Bay, Solicitor and
MERILYN IRENE LANE his wife
(herein called transferee) as joint tenants

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

County	Parish	Reference to Title			Description of Land (if part only)*
		Whole or Part	Vol.	Fol.	
CUMBERLAND	GORDON	PART	7410	4	Lot 1 in Deposited Plan 228983
Together with a right of way over the piece of land marked "Right of Carriageway" on D.P. 228983					
And together with an easement of variable width for eaves and guttering as shown on D.P. 228983 BEING LAND IN V. 10282 F248					
RESERVING AS APPURTENANCE TO LOT 1 COMPRISED IN C.T. V. 10282 F248					
RIGHT OF CARRIAGEWAY OVER PIECE OF LAND MARKED RIGHT OF CARRIAGEWAY WITHIN LOT ONE IN C.T. V. 10282 F248.					

ENCUMBRANCES, &c., REFERRED TO:
COVENANT IN TRANSFER NO A770206
Subject to Right of carriage-way over the southern piece of land marked "Right of Carriageway" on D.P. 228983

Signed at *Wahroonga* the *12th* day of *May*, 1966

Signed in my presence by the transferor
MONICA ADRIENNE PATRICIA READ
WHO IS PERSONALLY KNOWN TO ME

M.P. Read
Transferor*

Signed *Solicitor*
Wm deane

Signed in my presence by the transferee
ADRIAN JOHN LANE & MERILYN IRENE LANE
WHO ARE PERSONALLY KNOWN TO ME

Adrian John Lane
Merilyn Irene Lane
Transferee(s)

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

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

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

10282 F248 20253

Now being part of land comprised in Cert of Title Vol. 10282 Fol. 247 &c.

THIS SPACE TO BE LEFT FREE FROM NOTATION

NOT BE ALTERED BY ERASURE—See Foot Note

Lodged by *insurance of hair*

Address:

Phone No.:

mortgagee under Mortgage No.

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

19

who is personally known to me.

Mortgage.

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

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

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

Appeared before me at _____, the _____ day of _____, one thousand
 nine hundred and _____ the attesting witness to this instrument
 and declared that he personally knew _____ the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said _____ is _____ own handwriting, and
 that he was of sound mind and freely and voluntarily signed the same

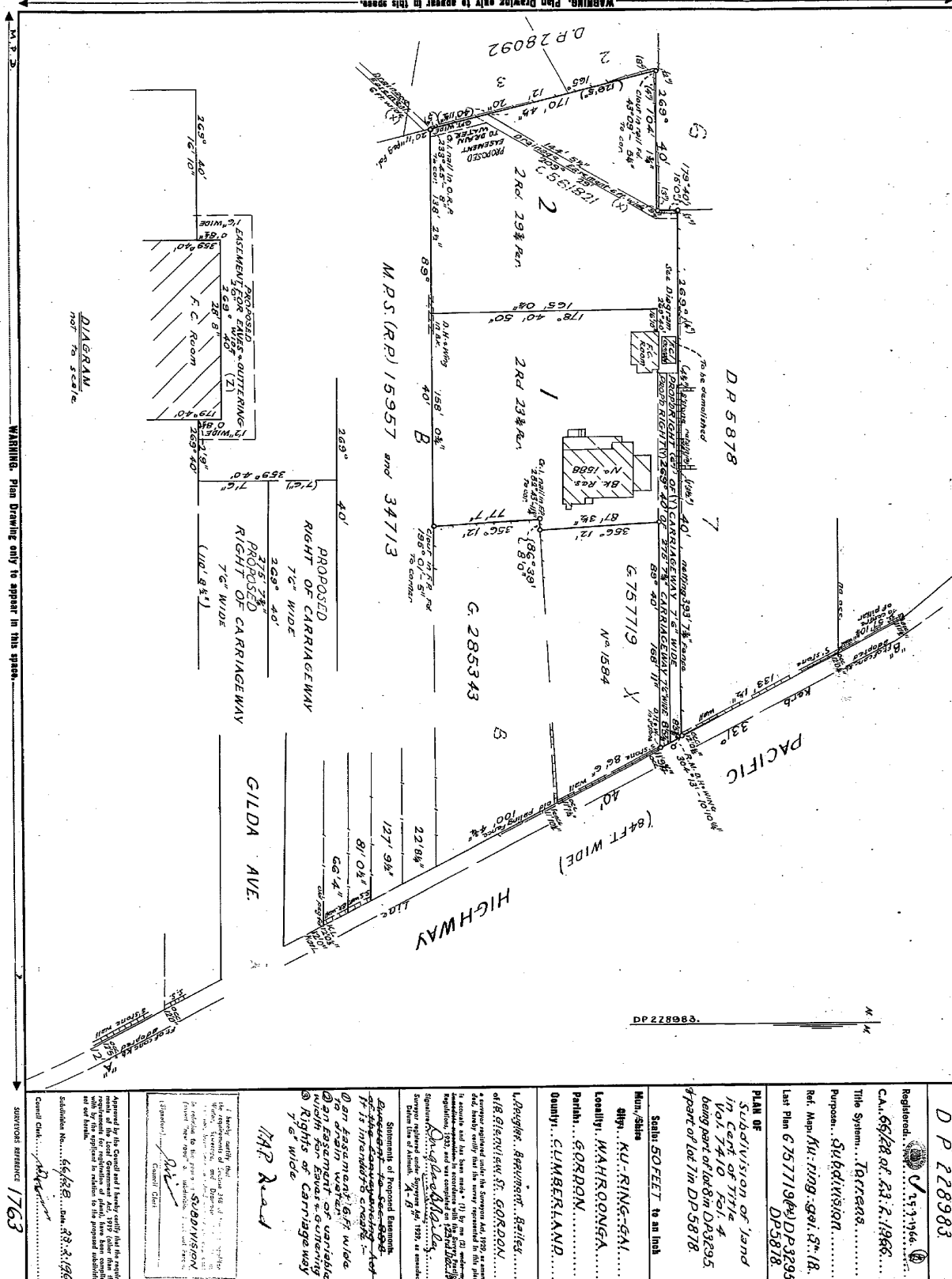
SPACES FOR DEPARTMENTAL USE

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.	Fol.	

K 1165 St 43/—Y^W

EXTRA DEES	47-001129/86
<i>Farmet</i>	<i>47-2-00</i>
<i>S. Lang</i>	<i>47-2-50</i>

Form 2—This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Space is provided—See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



WARNING: Plan Drawing only to appear in this space.

DP 226923		
FEET INCHES		METRES
- 2		0.051
- 3		0.076
- 4		0.102
- 5	1/2	0.127
- 6	5/8	0.152
- 7	1/2	0.178
- 8	1/2	0.203
- 9	1 1/4	0.229
- 10	1 1/2	0.254
- 11	1 3/4	0.279
- 12	1 3/4	0.305
- 13	1 3/4	0.330
- 14	1 3/4	0.355
- 15	1 3/4	0.381
- 16	1 3/4	0.406
- 17	1 3/4	0.432
- 18	1 3/4	0.457
- 19	1 3/4	0.483
- 20	1 3/4	0.508
- 21	1 3/4	0.533
- 22	1 3/4	0.559
- 23	1 3/4	0.584
- 24	1 3/4	0.609
- 25	1 3/4	0.635
- 26	1 3/4	0.660
- 27	1 3/4	0.686
- 28	1 3/4	0.711
- 29	1 3/4	0.736
- 30	1 3/4	0.762
- 31	1 3/4	0.787
- 32	1 3/4	0.812
- 33	1 3/4	0.838
- 34	1 3/4	0.863
- 35	1 3/4	0.889
- 36	1 3/4	0.914
- 37	1 3/4	0.939
- 38	1 3/4	0.964
- 39	1 3/4	0.990
- 40	1 3/4	1.015
- 41	1 3/4	1.041
- 42	1 3/4	1.066
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- 79	1 3/4	1.993
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- 330	1 3/4	8.268
- 331	1 3/4	8.293
- 332	1 3/4	8.318
- 333	1 3/4	8.343
- 334	1 3/4	8.368
- 335	1 3/4	8.393
- 336	1 3/4	8.418
- 337	1 3/4	8.443
- 338	1 3/4	8.468
- 339	1 3/4	8.493
- 340	1 3/4	8.518
- 341	1 3/4	8.543
- 342	1 3/4	8.568
- 343	1 3/4	8.593
- 344	1 3/4	8.618
- 345	1 3/4	8.643
- 346	1 3/4	8.668
- 347	1 3/4	8.693
- 348	1 3/4	8.718
- 349	1 3/4	8.743
- 350	1 3/4	8.768
- 351	1 3/4	8.793
- 352	1 3/4	8.818
- 353	1 3/4	8.843
- 354	1 3/4	8.868
- 355	1 3/4	8.893
- 356	1 3/4	8.918
- 357	1 3/4	8.943
- 358	1 3/4	8.968
- 359	1 3/4	8.993
- 360	1 3/4	9.018
- 361	1 3/4	9.043
- 362	1 3/4	9.068
- 363	1 3/4	9.093
- 364	1 3/4	9.118
- 365	1 3/4	9.143
- 366	1 3/4	9.168
- 367	1 3/4	9.193
- 368	1 3/4	9.218
- 369	1 3/4	9.243
- 370	1 3/4	9.268
- 371	1 3/4	9.293
- 372	1 3/4	9.318
- 373	1 3/4	9.343
- 374	1 3/4	9.368
- 375	1 3/4	9.393
- 376	1 3/4	9.41418

Signatures and seals only

John W. Davies
 1
 1981/12/15

For and on behalf of
 BANK OF NEW SOUTH WALES
 SAVINGS BANK LIMITED
John W. Davies
 Acting Assistant Chief Security Officer.

A mortgagee under mortgage No. 888283 of Bank of New South Wales Savings Bank Limited hereby consents to the within Plan of subdivision. Dated at Sydney this 10th day of December 1980.
 SIGNED for and on behalf of
 BANK OF NEW SOUTH WALES
 SAVINGS BANK LIMITED
 J. W. DAVIES
 who is personally known to me

Council Clerk's Certificate

I hereby certify that -
 (a) the requirements of the Local Government Act, 1919 (NSW) have been complied with by the applicant in relation to the proposed subdivision;
 (b) the requirements of section 349 of the Hydrographic Act, 1926 as amended have been complied with by the applicant in relation to the proposed subdivision;
 (c) the requirements of section 349 of the Hydrographic Act, 1926 as amended have been complied with by the applicant in relation to the proposed subdivision.

Date: 11th December 1980
John W. Davies
 1981/12/15

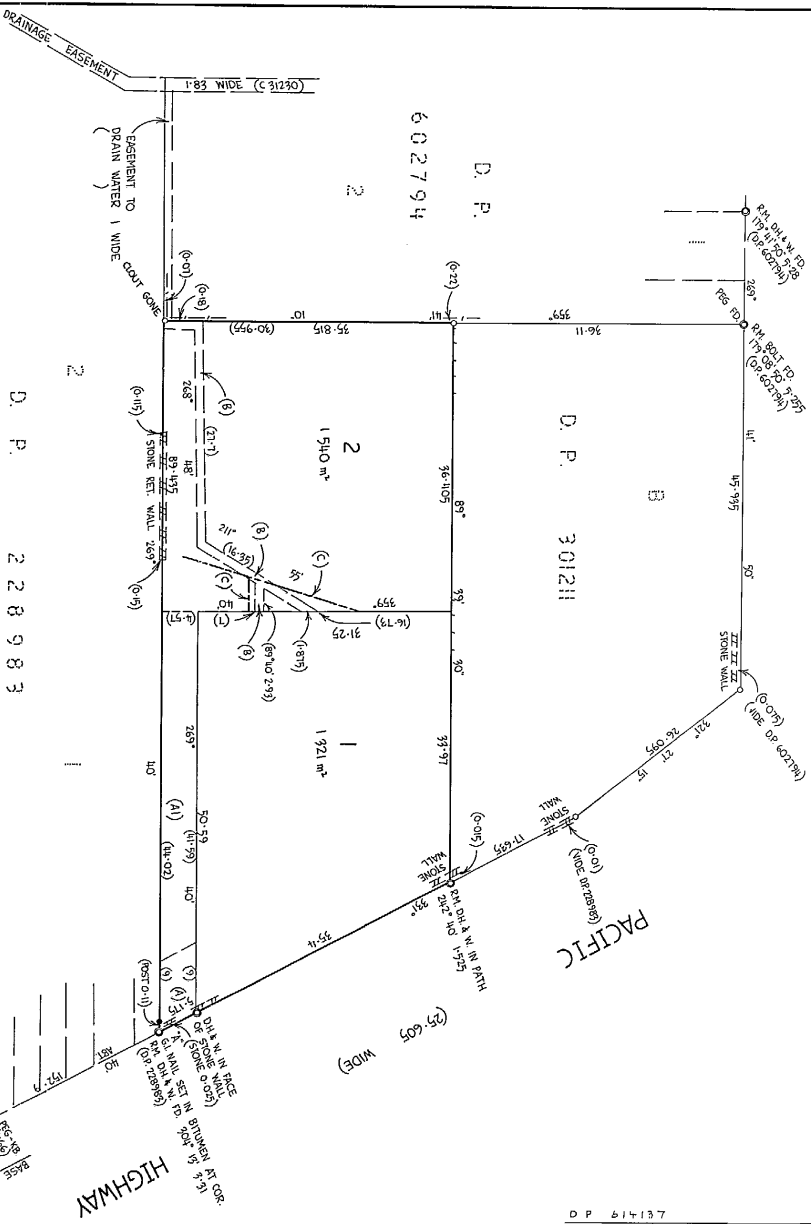
This part of services to be delivered under application is only for the purpose of the plan and is not to be taken as a guarantee of the accuracy of the plan. The applicant is responsible for the accuracy of the plan and for the delivery of the services. The applicant is responsible for the delivery of the services. The applicant is responsible for the delivery of the services.

M.P.B.

MUNDERAH (20-115 WIDE) STREET

PACIFIC

D.P. 614137



D. P. 2 2 8 9 8 3

GILDA AVENUE

- (A) RIGHT OF CARRIAGEWAY 4-57 WIDE AND 9 LONG.
 (A1) RIGHT OF CARRIAGEWAY 4-57 WIDE.
 (C) EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 800161

D.P. 614137

Registered: 8-1-1981

C.A. N° 80/62 of 8-12-1980

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: KU-RING-GAI SH 18

Last Plan: D.P. 5878

PLAN OF SUBDIVISION OF LOT C IN DP 201211, BEING PART OF LOT 7 IN DP 5878.

Reduction Ratio 1:400

Lengths are in metres.

Map Sheet: KU-RING-GAI

Locality: WAHROONGA

Parish: GORDON

County: CUMBERLAND

This is a plan of subdivision (Delete if inoperative)

PLAN FOR BLACKMAN

GENERAL BUILDING & LANDS LTD LIMITED

10 BOX 222 SUTHERLAND 221

The plan is a plan of subdivision of the land described in the plan of subdivision.

The plan is a plan of subdivision of the land described in the plan of subdivision.

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The plan is a plan of subdivision of the land described in the plan of subdivision.

The plan is a plan of subdivision of the land described in the plan of subdivision.

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.

9th January, 1981

RP 13B
1976

STAMP DUTY



10 DEC 1980 10:10

TRANSFER

\$2,000 GRANTING EASEMENT

REAL PROPERTY ACT, 1900

STAMP DUTY (90c) Instructions for Completion on back of form

TG

OFFICE USE ONLY

\$ 21

E

DESCRIPTION
OF LAND
Note (a)

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

Note (c)

TRANSFeree
(registered
proprietor of
dominant tenement)
Note (b)

PRIOR
ENCUMBRANCES
Note (d)

EXECUTION
Note (e)

Note (e)

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

OFFICE USE ONLY

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
VOLUME 13906 FOLIO 242	VOLUME 3176 FOLIO 158

CRANNOG PTY. LIMITED a Company duly incorporated and having its registered office at 2 Deodora Gardens, North Turrumurra in the State of New South Wales.

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 2,000 and TRANSFERS and GRANTS An easement to drain water in the terms hereunto annexed and marked Schedule One under over and along the position shown on the plan annexed hereto and thereon marked "Easement to drain water 1 wide."

OFFICE USE ONLY

on
for notes
see min 11(b)

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

GEORGE IAN WEBSTER of 1590 Pacific Highway, Wahroonga, Quarry Manager and ELIZABETH MARGARET WEBSTER of the same address, his wife

subject to the following PRIOR ENCUMBRANCES: 1.
2. 3.

DATE OF TRANSFER 24 July 1980

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

~~Signed in my presence by the transferee who is personally known to me~~
THE COMMON SEAL of CRANNOG PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:



Director

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

Secretary

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of Transferee

Solicitor for Transferees
D. FORRESTER

LODGED BY MONDRELL MITCHELL DOWLING TAYLER SOLICITORS 9 BLIGH STREET, SYDNEY TELEPHONE 2331188		LOCATION OF DOCUMENTS	
Delivery Box Number 522R		CT	OTHER
Extra Fee			
Checked by			
REGISTERED 26-2-1981			
Registrar General		DIS	Plan
			R984537 (original)

RP 13B
1978

1125

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) **Description of land. TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) **Execution.**
 - GENERALLY** (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
 - The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY** (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
 - CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration.

OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:						FIRST SCHEDULE DIRECTIONS	
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION	
SECOND SCHEDULE & OTHER DIRECTIONS							
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K)	DETAILS	

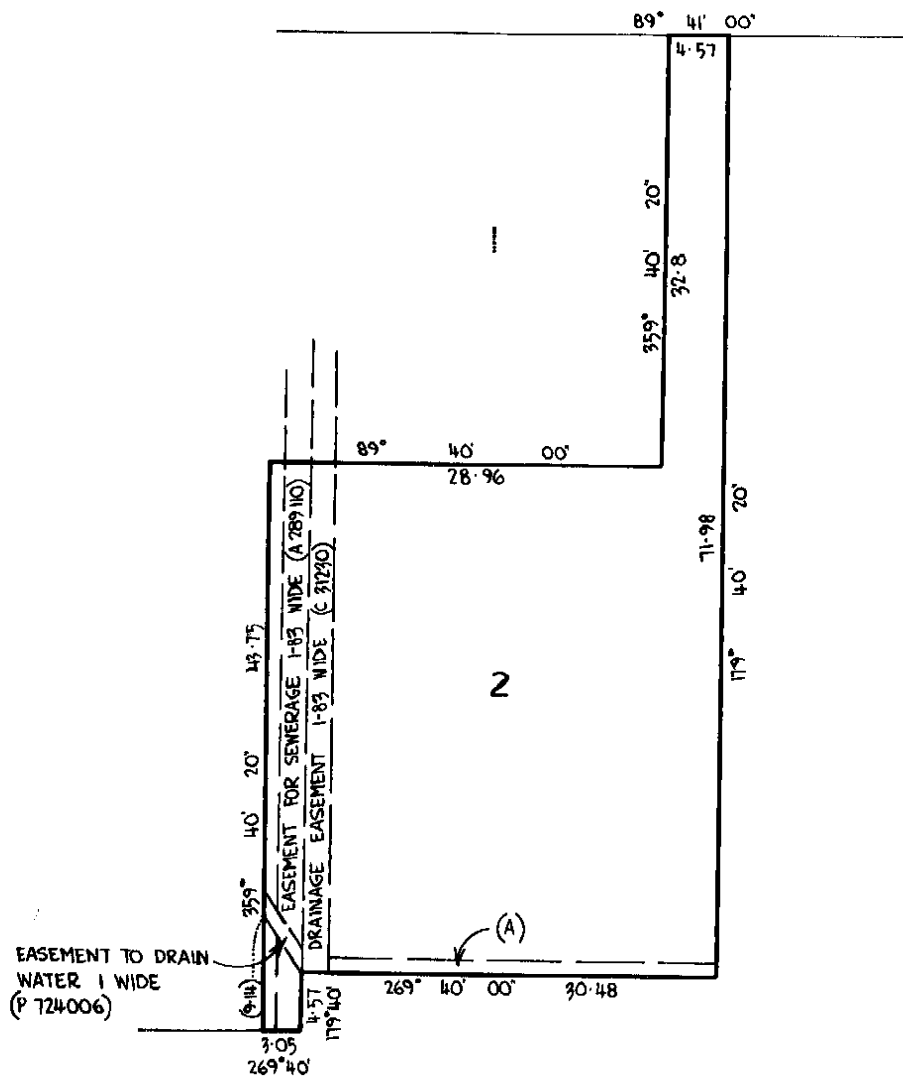
MUNICIPALITY OF KU-RING-GAI

PLAN OF EASEMENT TO BE CREATED WITHIN
LOT 2 IN D.P. 602794.
PARISH OF GORDON
COUNTY OF CUMBERLAND
REDN. RATIO :- 1:400

MUNDERAH

AVENUE

THIS IS THE ANNEXURE REFERRED TO IN INSTRUMENT OF TRANSFER
BETWEEN CRANNOG PTY. LTD. AND G.I. AND EM. WEBSTER DATED 24TH JULY 1980



(A) EASEMENT TO DRAIN WATER 1 WIDE.

A. Blackman 12.5.80
SURVEYOR REGISTERED UNDER THE
SURVEYORS ACT 1970-1911

SCHEDULE ONE

The Transferor hereby grants

Full and free right for the Transferee in common with the Transferor and any other person who is at any time entitled to an estate or interest in possession in the Transferees and/or Transferors land or any part thereof with which the right shall be capable of enjoyment, including but without limiting the generality of the foregoing both lots resulting from the subdivision of the Transferees land and every person authorised by either of them from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the land of the Transferor together with the right to use, for the purposes of the easement, any line of pipes already laid within the Transferors land for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, the Transferor (and in the event that the Transferor shall fail or refuse or decline so to do, the Transferee) to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the Transferors land and together with the Transferor (and where applicable the Transferee) and every person authorised by the Transferor or Transferee as the case may be, with any tools, implements, or machinery, necessary for the purpose to enter upon the Transferors land to remain there for any reasonable time for the purpose of laying, inspecting, cleansing repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the Transferors land to such extent as may be necessary provided that the Transferee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Transferees land and will restore that surface as nearly as practicable to its original condition.

- (a) The land subject to the benefit of this covenant is
Certificate of Title Volume 3176 Folio 158
- (b) The land subject to the burden of this covenant is
Certificate of Title Volume 13906 Folio 242

DAES 9



ANNEXURE TO TRANSFER GRANTING EASEMENT DATED 24/7/80 BETWEEN CRANNOG PTY. LIMITED
(TRANSFEROR) AND GEORGE IAN WEBSTER AND ELIZABETH MARGARET WEBSTER (TRANSFeree)

BANK OF NEW SOUTH WALES mortgagee under mortgage No. R562860 consents to the
within Transfer and Grant of Easement BUT without prejudice to its rights powers
and remedies under such mortgage against the Mortgagor personally and as regards
the lands comprised therein.

Dated at Sydney this ninth day of July, 1980

Signed Sealed and Delivered for
and on behalf of
BANK OF NEW SOUTH WALES

by ~~ERIC IVAN MORRIS~~
and ~~ALYN JOHN COLGAN~~

its duly constituted Attorneys in
the presence of



ROGER MARSHALL HACK

BANK OF NEW SOUTH WALES
by its Attorneys

who hereby warrant to execute and deliver this instrument in full compliance with the provisions of the Mortgage of the Bank of New South Wales registered in the Register of Mortgages in New South Wales under the authority of which the
Mortgage of the Bank of New South Wales is registered.


Acting Assistant Secretary Officer, and
Acting Assistant Secretary Officer, New South Wales

3

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

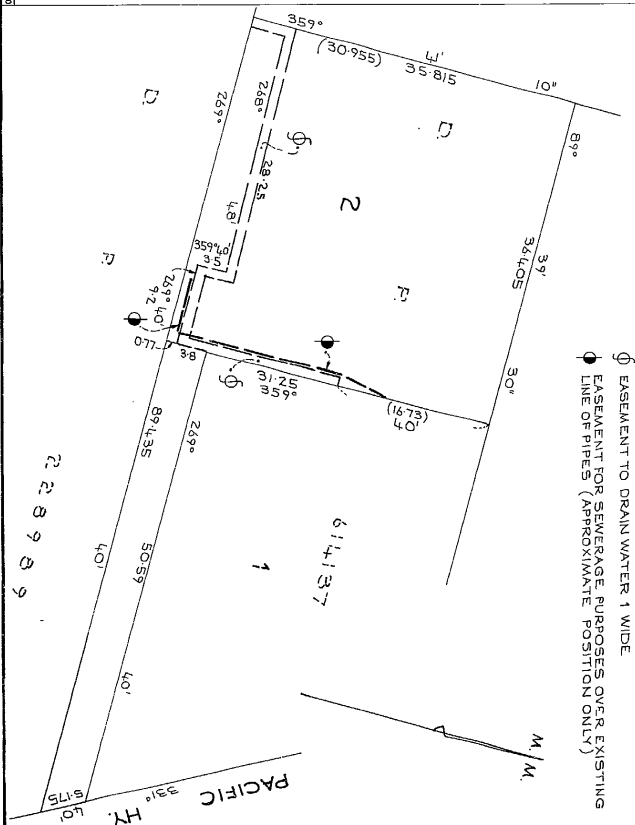
OFFICE USE ONLY

Council Clerk's Certificate I hereby certify that - (a) the requirements of the Local Government Act, 1919 have been met in accordance with the requirements of section 318 of the Town and Country Planning Act, 1925, as amended, in relation to the requirements of sections 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918	
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create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919-1964, AS AMENDED IT IS INTENDED TO CREATE
1. EASEMENT TO DRAIN WATER
2. EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES

Plator -
~~Stenoseptus~~
 length 0.8.
 elongated tube.
 joining ducts



M.P.D.

SURVEYOR'S REFERENCE K.1

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Y	O	O	O	F	I	B
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.



20th November, 1986

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres (Sheet 1 of 3 Sheets)

DP 639305 PART 1
Deposited Plan No: Subdivision covered by Council's
Certificate No. of day of 19

Full name and address of proprietor of the land:

Dorothy Elizabeth Puller
of 26 Tongson Avenue, Wahroonga

1. Identity of easement firstly referred to in above-mentioned plan

Easement to drain water 1m wide

Schedule of Lots etc affected

Land Burdened

Lot 2 in D.P. 614137 being the land comprised in Certificate of Title Volume 14329 Folio 229

Land Benefitted

Lot 1 in D.P. 614137 being the land comprised in Certificate of Title Volume 14329 Folio 228

2. Identity of easement secondly referred to in above-mentioned plan

Easement for sewerage purposes of sewer existing line of pipes.

Schedule of Lots etc affected

Land Burdened

Lot 2 in D.P. 614137 being the land comprised in Certificate of Title Volume 14329 Folio 229

Land Benefitted

Lot 1 in D.P. 614137 being the land comprised in Certificate of Title Volume 14329 Folio 228

PART 2

1. Terms of Easement to Drain Water 1m Firstly Referred to in Above-mentioned Plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as being the dominant tenement to use at any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to drain water (whether rain, storm, spring, soakage or sewage water) in any quantities across and through the land herein indicated as the servient tenement together with the right

JRGW324.1 28106

REGISTERED



19/11/1986

19/11/1986

19/11/1986

19/11/1986

19/11/1986

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19/11/1986

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.



20th November, 1986

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 2 of 3 Sheets)

DP 639305
Subdivision covered by Council's
Certificate No. 19
day of

to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution thereof and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the grantee and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying or inspecting cleansing or repairing maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Council of the Municipality of Kurung-gai. Notwithstanding the provisions of these terms the registered proprietor for the time being of the servient tenement and his administrators executors and assigns shall bear the responsibility of maintaining repairing and making good any damage to any pipe or pipes, drains, conduits or channels laid within the servient tenement and the liability for any damage caused to the servient tenement through lack of such maintenance repair or making good shall be that of the registered proprietor for the time being of the servient tenement and his administrators executors and assigns.

2. Terms of Easement for Sewerage Purposes Over Existing Line of Pipes
Secondly Referred to in Above-mentioned Plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any grant tenement together with the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line of pipes already laid within the servient tenement or in substitution thereof and any pipe or pipes in replacement or in substitution thereof and together with the right for the grantee and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such pipe line or any

JGFGN324.2 28106

REGISTERED 19/11/96

John Webster
John Webster

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 3 of 3 Sheets)

DP 639305
Subdivision covered by Council's
Certificate No. 19
day of

part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Metropolitan Water Sewerage and Drainage Board. Notwithstanding the provisions of these terms the registered proprietor for the time being of the servient tenement and his administrators executors and assigns shall bear the responsibility of maintaining repairing and making good any damage to any pipe or pipes, drains, conduits or channels laid within the servient tenement and the liability for any damage caused to the servient tenement through lack of such maintenance repair or making good shall be that of the registered proprietor for the time being of the servient tenement and his administrators executors and assigns.

SIGNED in my presence by
GEORGE JAM WEBSTER and
ELIZABETH MARGARET WEBSTER
who are personally known
to me:
John Webster

John Webster

SIGNED in my presence by
DOROTHY ELIZABETH FULLER
who is personally known
to me:
John Webster

John Webster

GM2.5

REGISTERED 19/11/96

John Webster

John Webster

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.



20th November, 1986

FRAME 2

Registered:  11.9.2007

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U0960-12

Last Plans:

PLAN OF

EASEMENTS WITHIN LOT 100 IN DP 1080316

Lengths are in metres. Reduction Ratio 1:1000

L G A : K U - R I N G - G A I

Locality: WAHRROONGA

Parish: GORDON

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets
(Delivered in 3 sheets)

Surveying Regulation 2006
Anthony Koller

of John B. White Pty Ltd ACN001149373

in accordance with the Surveying Regulation 2006
and was completed on **6TH JUNE 2007**

the survey returns to the survey, there specify the land actually surveyed or specify any land shown

12/6/2007

DATE: 11/11/11
TIME: 11:11 AM
LOCATION: 1111 11th St, 11th Floor
DESCRIPTION: 1111 11th St, 11th Floor
CONTACT: 1111 11th St, 11th Floor
STATUS: 1111 11th St, 11th Floor
REMARKS: 1111 11th St, 11th Floor
DATE: 11/11/11
TIME: 11:11 AM
LOCATION: 1111 11th St, 11th Floor
DESCRIPTION: 1111 11th St, 11th Floor
CONTACT: 1111 11th St, 11th Floor
STATUS: 1111 11th St, 11th Floor
REMARKS: 1111 11th St, 11th Floor

Plans used in preparation of Survey

DP 1113516	DP 28092	DP 523216
DP 9991	DP 385263	DP 105749
DP 6557	DP 225660	DP 336713

DP 31595 /

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create

restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT (1919) AS

ATTENDED, IT IS INTENDED
TO CREATE:-

VARIABLE WIDTH (LIMITED IN STRATUM)

2. POSITIVE COVENANT

10

--	--

BM IN VEHICLE CROSSING
RL 192.283 AND

MUNDERAH (20'-115" WIDE) STREET

PACIFIC (VAR WIDTH) HIGHWAY

RM D&W FD
153° 15'-13"
(DP 1080316)

RM D&W PL
146° 59'-40"
(DP 1080316)

GA

MUNDERAH (20'-115" WIDE) STREET

PACIFIC (VAR WIDTH) HIGHWAY

GA

Registered: LW 11-9-2007
This is sheet 2 of my plan in 3 sheets
dated 6TH JUNE 2007
Surveyor registered under the Surveying Act 2002
This is a copy of my 2002 of
covered by subdivision Certificate No.
of

DP1114068

100
DP 1080316

100
DP 1080316

602794

602794

DIAGRAM 1
SCALE 1:400

DIAGRAM 1
SCALE 1:400

SCHEDULE OF SHORT & CURVED LINES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	187°51'	4.635		
2	168°31'20"	4.445	4.475	11.57
3	184°40'20"	21.115	21.726	57.035
4	197°06'	4.875	4.885	29.195
5	176°51'40"	9.605	9.645	30.07
6	184°39'	11.61		
7	106°00'	7.24		
8	98°12'	7.79		
9	92°03'	9.15		
10	65°28'50"	14.16		
11	155°28'50"	0.2		
12	65°28'50"	2		
13	122°49'20"	0.475		
14	65°28'50"	4.365		
15	335°47'50"	6.545		
16	245°47'50"	6.645		
17	291°11'	1.255		
18	336°01'40"	1.25		
19	66°01'40"	0.6		
20	336°01'40"	5.315		
21	245°29'	0.98		
22	335°47'40"	6.7		
23	246°02'	4.51		
24	155°58'50"	6.285		
25	189°40'40"	3.145		
26	164°21'20"	4.855		
27	245°11'20"	3.705		
28	261°59'30"	1.945		
29	278°47'20"	5.655		
30	314°33'20"	13.04		
31	1°26'20"	9.565		
32	15°52'30"	7.22		
33	4°15'50"	11.915		
34	357°12'50"	13.545		
		13.55		156.16

(WC) EASEMENT FOR WASTE COLLECTION (WC) VARIABLE
WIDTH (LIMITED IN STRATUM)

NOTE 1:
EASEMENT (WC) IS UNLIMITED IN DEPTH AND HEIGHT

NOTE 2:
EASEMENT (WC) IS LIMITED IN DEPTH TO THE REGULAR
INCLINED PLANES DEFINED AND IS LIMITED IN HEIGHT
TO RL 191.0

NOTE 3:
EASEMENT (WC) IS LIMITED IN DEPTH TO THE REGULAR
INCLINED PLANES DEFINED AND IS LIMITED IN HEIGHT
TO RL 190.5

Authorized Person/General Manager/ Accredited Certifier
For use where space is insufficient in any sheet on Plan Form 2

Reduction Ratio 1:200

SURVEYOR'S REFERENCE: 123902-EASEMENT

Plan Drawing only to appear in this space

DP1114068

Registered: 11.9.2007

This is sheet 3 of my plan in 3 sheets dated 11th June 2007

Waller

Surveyor registered under the Surveying Act 2002
This is sheet 3 of my plan in 3 sheets
dated 11th June 2007
covered by subdivision Certificate No. _____

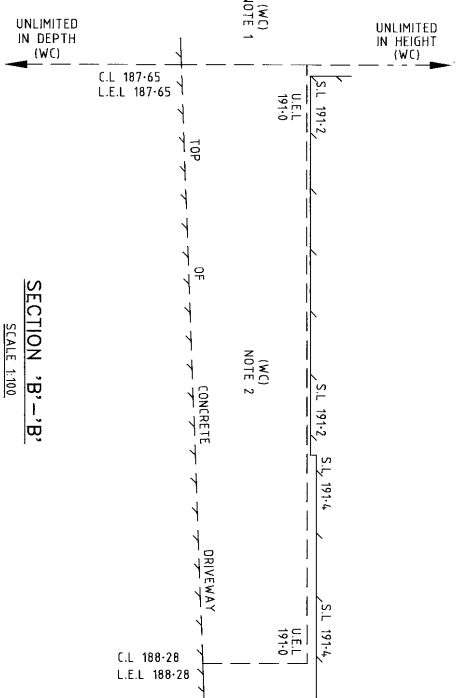
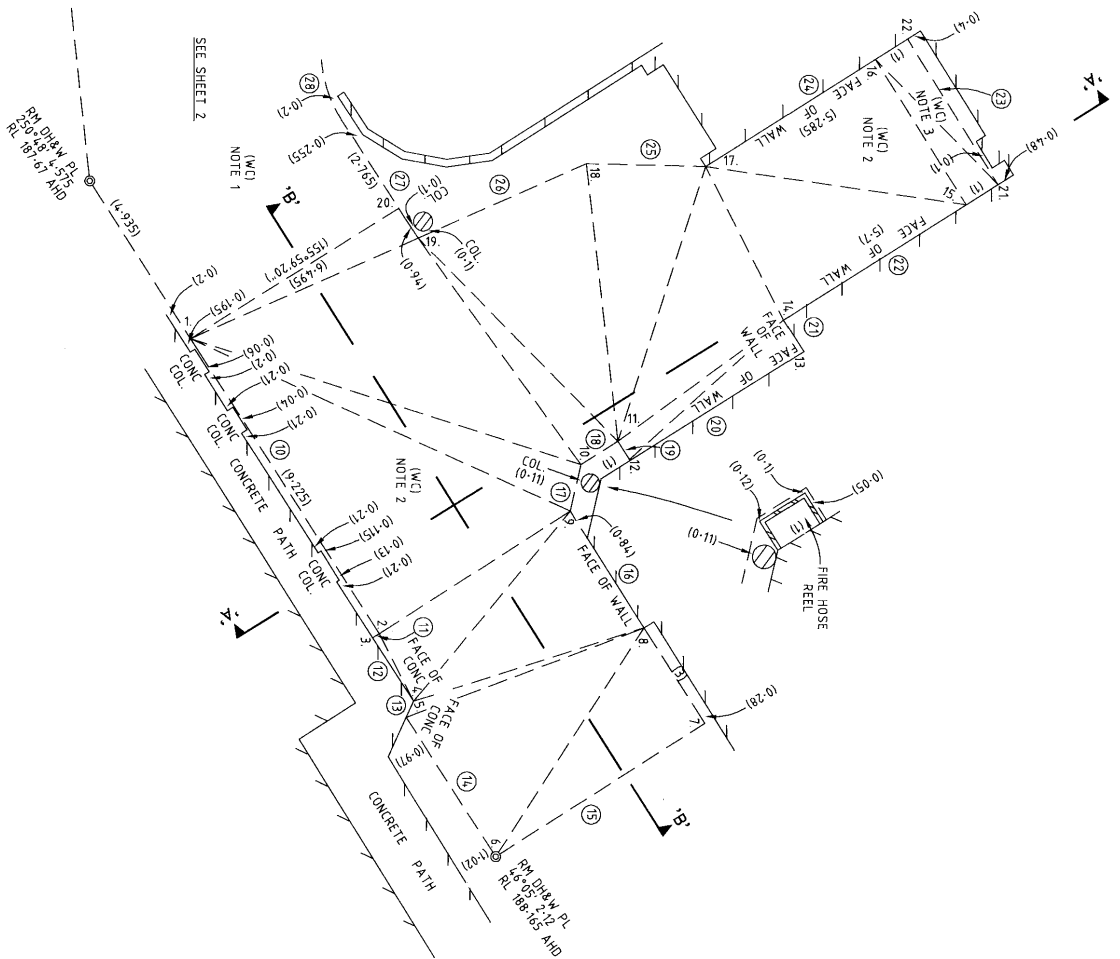
Authorised Person/General Manager/Accredited Certificate
For use where space is insufficient in my panel on Plan Form 2

SCHEDULE OF LEVELS
DEFINING LOWER STRATUM
EASEMENT LIMITS

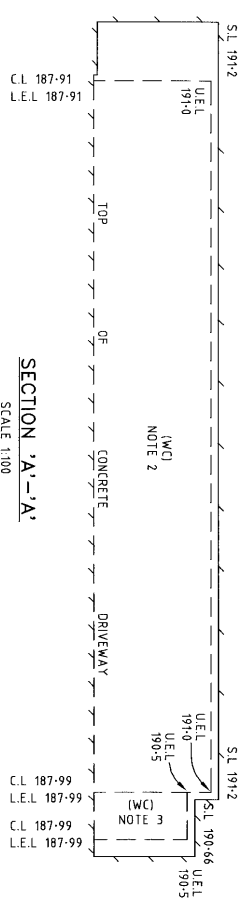
LINE	BEARING	DISTANCE	ARC	RADIUS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

SCHEDULE OF SHORT & CURVED LINES

LINE	BEARING	DISTANCE	ARC	RADIUS
10	65°28'50"	14.16		
11	155°28'50"	0.2		
12	65°28'50"	2		
13	122°49'20"	0.475		
14	65°28'50"	4.365		
15	335°47'50"	6.665		
16	265°47'50"	6.665		
17	291°11'	1.255		
18	336°01'40"	1.255		
19	66°01'40"	0.6		
20	336°01'40"	5.315		
21	245°29'	0.98		
22	335°47'40"	6.7		
23	246°02'	4.51		
24	155°58'50"	6.285		
25	189°40'40"	3.165		
26	164°21'20"	4.855		
27	245°11'20"	3.705		
28	261°59'30"	1.965	1.97	3.36



SECTION 'B'-'B'
SCALE 1:100



SECTION 'A'-'A'
SCALE 1:100

(WC) EASEMENT FOR WASTE COLLECTION (WC) VARIABLE WIDTH (LIMITED IN STRATUM)
NOTE 1: EASEMENT (WC) IS UNLIMITED IN DEPTH AND HEIGHT
NOTE 2: EASEMENT (WC) IS LIMITED IN DEPTH TO THE REGULAR INCLINED PLANES DEFINED AND IS LIMITED IN HEIGHT TO RL 1910
NOTE 3: EASEMENT (WC) IS LIMITED IN DEPTH TO THE REGULAR INCLINED PLANES DEFINED AND IS LIMITED IN HEIGHT TO RL 1905

S.L. DENOTES SOFT LEVEL (APPROX)
C.L. DENOTES LOWER EASEMENT LEVEL
U.E.L. DENOTES UPPER EASEMENT LEVEL

Reduction Ratio 1:100

SURVEYORS REFERENCE: 123902-EASEMENT

Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 1 of 6 Sheets)

DP1114068

Plan of Easements over Lot 100 in DP1080316

Full name and address of the owner
of the land:

MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000

PART 1 (CREATION)

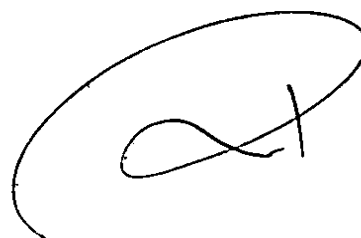
Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for Waste Collection (WC) Variable Width Limited in Stratum	Lot 100 DP 1080316	Ku-Ring-Gai Council
2.	Positive Covenant	Lot 100 DP 1080316	Ku-Ring-Gai Council
3.	Restriction on Use	Lot 100 DP 1080316	Ku-Ring-Gai Council

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR WASTE COLLECTION (WC) VARIABLE WIDTH LIMITED IN STRATUM NUMBERED 1 IN THE PLAN

- 1.1 Full and free right for the authority benefited and any person authorised by the authority benefited to go, pass and re-pass over the lot burdened at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the lot burdened and for purposes incidental thereto PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the rights to enter any building private open space courtyard except to the extent necessary to gain access to garbage receptacles located thereon in positions approved by the authority or to drive any motor vehicle onto any part of the lot burdened which has not apparently been constructed or provided for the purpose of a carriageway or parking area for vehicles.
- 1.2 The rights hereby granted may be exercised by the authority benefited and any person authorised by the authority benefited to enter the lot burdened without being liable for damage which may be occasioned to the lot burdened or any improvements thereon including any paving, driveways,


Council's Authorised Person



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 2 of 6 Sheets)

DP1114068

Plan of Easements over Lot 100 DP 1080316

Full name and address of the owner of the land:

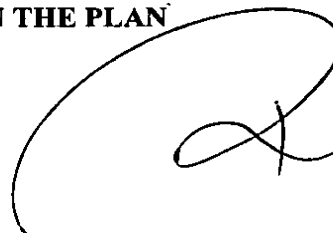
MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000

footpaths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence of the authority benefited and/or any person authorised by the authority benefited.

- 1.3 Without limiting the generality of and notwithstanding anything herein before contained, if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage/recycling from the lot burdened, neither the authority benefited and any person authorised by the authority benefited shall be liable in respect thereof.
- 1.4 The authority benefited and any person authorised by the authority benefited to exercise the rights hereby granted shall be indemnified and be kept indemnified by the owner of the lot burdened, its successors and assigns against all actions, suits causes of action or suits, claims, demands, proceedings, costs, charges, damages or expenses whatsoever which may be brought or made, instituted or claimed against and from them or any of them by the owner or occupier of the lot burdened or any part thereof or by any other person in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the lot burdened for the purpose of collecting garbage/recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the authority benefited or of any person authorised by the authority benefited as aforesaid.
- 1.5 Nothing herein contained shall oblige the authority benefited to have garbage/recycling collected from points within the lot burdened or shall prevent the authority benefited from discontinuing collection from within the lot burdened PROVIDED ALWAYS that if the authority benefited discontinues collection of garbage/recycling from within the lot burdened the authority benefited and the registered proprietor for the time being of the lot burdened shall respectively have the same rights and obligations with regard to the removal of garbage/recycling from the lot burdened as they would have had if this easement had not been created.
- 1.6 This easement cannot be released, varied or modified without the consent of the authority benefited.
2. **TERMS OF POSITIVE COVENANT NUMBERED 2 IN THE PLAN**



Council's Authorised Person



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 3 of 6 Sheets)

DP1114068

Plan of Easements over Lot 100 DP 1080316

Full name and address of the owner of the land:

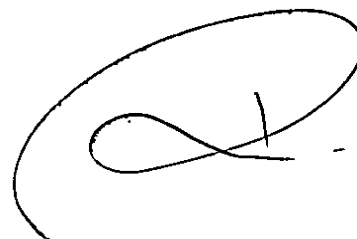
**MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000**

2.1 The proprietor of the burdened lot covenants with the authority benefited in respect of any System constructed on the burdened lot to:

- (a) permit stormwater to be retained and re-used by the System;
- (b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like;
- (c) maintain the System to ensure a maximum outflow from the System and a minimum pondage in accordance with plans duly approved by the authority benefited;
- (d) ensure that the System at all times include an overflow to direct any excess flow to the downstream drainage System;
- (e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
- (f) comply with the terms of any written notice issued by the Council in respect of the requirements of the Positive Covenant within the time stated in the notice;
- (g) permit the authority benefited to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency);
 - i. to view the state of repair of the System;
 - ii. to ascertain whether or not there has been a breach of the terms of this Positive Covenant;
 - iii. to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
- (h) indemnify and keep indemnified the authority benefited from and against all claims, demands, actions, suits, causes of action, sums of money, compensation, damages, costs and expenses which the authority benefited or any other person may suffer as a result of



Council's Authorised Person



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 4 of 6 Sheets)

DP1114068

Plan of Easements over Lot 100 DP 1080316

Full name and address of the owner of the land:

MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000

any malfunction or non-operation of the System or any failure of the proprietor to comply with the terms of the Positive Covenant.

2.2 The authority benefited shall have the following powers:

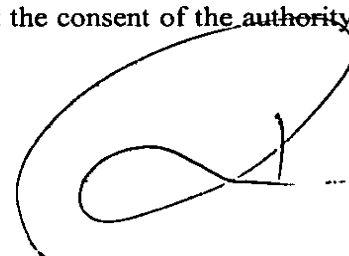
- (a) in the event that the proprietor fails to comply with the terms of any written notice issued by the authority benefited as set out above or in the event of an emergency, the authority benefited or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the authority benefited in its discretion considers reasonable to comply with the said notice referred in clause 2.1(f) above or to alleviate the emergency.
- (b) the authority benefited may recover from the proprietor as a liquidated debt in a court of competent jurisdiction:
 - i. any expense reasonably incurred by it in exercising its powers under sub-paragraph 2.2(a) hereof;
 - ii. 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(4) of the Conveyancing Act 1919 ("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.

2.3 In this Positive Covenant unless inconsistent with the context,

"System" means in relation the burdened lot the stormwater bio retention and detention basin or tank or other device constructed or to be constructed on the burdened lot in accordance with the requirement of the authority benefited including all ancillary, gutters, leaf gutter guards, downpipes, pipes, drains, filters, pump, delivery plumbing, trench barriers, walls, earth banks, kerbs, pits, grates, tanks basins and other surface designed to retain and re-used and control stormwater located on any part of the burdened lot.

2.4 This positive covenant cannot be released, varied or modified without the consent of the authority benefited.


Council's Authorised Person



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 5 of 6 Sheets)

DP1114068

Plan of Easements over Lot 100 DP 1080316

**Full name and address of the owner
of the land:**

**MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000**

3. TERMS OF RESTRICTION ON USE NUMBERED 3 IN THE PLAN

3.1 The proprietor on the burdened lot covenants with the authority benefited not to:

- (a) allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;**
- (b) except in accordance with the written approval of the authority benefited allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the System;**
- (c) carry out or allow to be carried out any change of land profile or earthworks on the System;**
- (d) carry out or allow to be carried out any alterations to the System including surface levels, controlled outflows, grates, pipes, filter, pump, delivery plumbing or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System.**

3.2. Unless inconsistent with the context, words used herein shall have the same meaning as those ascribed to them in the Positive Covenant numbered 2 in the Plan.

3.3. This restriction cannot be varied, released or modified without the consent of the authority benefited.



Council's Authorised Person



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 6 of 6 Sheets)

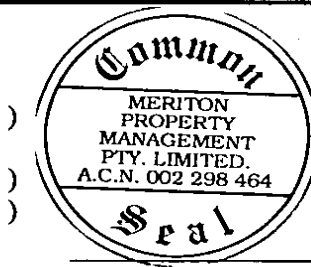
DP1114068

Plan of Easements over Lot 100 DP 1080316

Full name and address of the owner of the land:

MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000

EXECUTED by **MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464** in accordance section 127 of the Corporations Act 2001



Signature of Authorised Person

SECRETARY

Signature of Authorised Person

DIRECTOR

Office held

ROBYN McCULLY

Office held

Harry Triguboff

Name of Authorised Person (please print)

Name of Authorised Person (please print)

EXECUTED by
Who is a duly authorised person of **KU-RING-GAI SHIRE COUNCIL** in the presence of:

Katharine Hawken

Signature of Witness

KATHARINE HAWKEN

Name of Witness

818 PACIFIC HIGHWAY GORDON

Address of Witness

Matthew Prendergast

Signature of Authorised Person

MATTHEW PRENDERGAST

Print name of Authorised Person

MANAGER DEVELOPMENT ASSESSMENT SERVICES

Office held

[Signature]

Council's Authorised Person

REGISTERED



11.9.2007



AD600576V

RELODGED

Form: 01TG
Release: 2.1
www.lands.nsw.gov.au
10 JAN 2008

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900

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.

TIME (A) TORRENS TITLE	Servient Tenement CP / SP79293	Dominant Tenement KU-RING-GAI COUNCIL
---------------------------	-----------------------------------	--

(B) LODGED BY

Document Collection Box 1056P	Name, Address or DX, Telephone, and LLPN if any MERITON 123759V DX 1155, Sydney Reference:	CODE TG
----------------------------------	--	------------

(C) TRANSFEROR

The Owners Corporation SP79293

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) DESCRIPTION OF EASEMENT

EASEMENT TO DRAIN WATER 1.83 WIDE OVER THE STRIP OF LAND SHOWN AS DRAINAGE EASEMENT 6' WIDE & PROPOSED EASEMENT TO DRAIN WATER 6' WIDE IN DP228983 AND MORE FULLY DESCRIBED IN ANNEXURE "A" HERETO

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

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

KU-RING-GAI COUNCIL

DATE 26.11.07

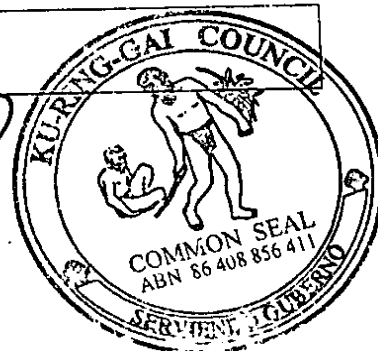
(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation:
Authority:

Signature of authorised person:

Name of authorised person: JOHN MURGE
Office held: GENERAL MANAGER

Signature of authorised person:

Name of authorised person: Nick Ebbeck
Office held: Mayor



Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: Owners Corporation SP79293
Authority: STRATA MANAGING AGENT
STRATA TITLE MANAGEMENT SYDNEY CBD
Signature of authorised person:

Name of authorised person: MARIANNE LEIGHTON
Office held: GENERAL MANAGER



Signature of authorised person:

Name of authorised person:
Office held:


The common Seal of Kuring-gai Council was affixed on the 21st day of November 2007 in pursuance of a resolution of the Council passed on 13th day of November 2007.

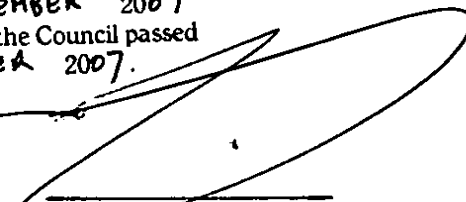
**"Annexure A" to the Transfer Granting Easement between the
Owners Corporation SP79293 (as Transferor) &
Ku-ring-gai Council (as Transferee)
dated day of September 2007.**

Full and free right for the body in whose favour this easement is created, and every person authorised by it including but not limited to the registered proprietors and occupiers from time to time of the property comprised in Folio Identifier 61/819554, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.



The Common Seal of Ku-ring-gai Council was
affixed on the 21st day of **NOVEMBER** 2007
in pursuance of a resolution of the Council passed
on the 13th day of **NOVEMBER** 2007.


GENERAL MANAGER


Mayor




Strata Manager



Approved Form 9

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Certificate of Owners Corporation

In pursuance to the Strata Schemes (Freehold) Development Act 1973, The Owners – Strata Plan No. 79293 hereby certifies that:

- (1) the dealing AD600576V Transfer Granting Easement to Ku-Ring-Gai Council was accepted and sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
- (2) the requirements of section 28(3)(a)(ii) of the above Act have been complied with in respect of the said dealing.

The Common Seal of Owners-Strata Plan No 79293 was hereto affixed on 12/12/07 in the presence of the persons authorized by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Signature of Authorised Person

Signature of Authorised Person

Jane McIntosh - Strata Manager

Name of Authorised Person (please print)

MARIANNE LEIGHTON

Name of Authorised Person (please print)

Approved Form 10

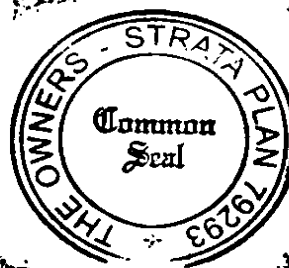
Strata Schemes (Freehold Development) Act 1973

Certificate re Initial Period

In pursuance of the Strata Schemes (Freehold Development) Act 1973, the Owners-Strata Plan No 79293 hereby certifies that in respect of the strata scheme based on Strata Plan No. 79293:

- *(a) the initial period, as defined by that Act, expired before:
- * issue by the *local council/* accredited certifier on of a certificate referred to in *section 9(3)(b) *section 11(2)(b).
 - * issue by the *local council/* accredited certifier on of a certificate referred to in *section 13(2)(a) *section 16(2).
 - * issue by the owners corporation on of a certificate referred to in section 28(4)(a) *section 32(4)(a).
- *(b) at the date of issue of a certificate referred to in section *9(3)(b); *13(2)(a) or *28(4)(a) *11(2)(b); *16(2)(a) or *32(4) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The Common Seal of Owners-Strata Plan No 79293 was hereto affixed on 12/12/07 in the presence of the persons authorized by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.)
)
)
)
)
)



Signature of Authorised Person

Signature of Authorised Person

Jane McIntosh - Strata Manager

Name of Authorised Person (please print)

MARIANNE LOBATON

Name of Authorised Person (please print)



Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEMENT

AD681077H

New South Wales
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

Servient Tenement CP/SP79293	Dominant Tenement An easement in gross pursuant to S88A of the Conveyancing Act 1919
---------------------------------	--

(B) **LODGED BY**

Delivery Box 1056P	Name, Address or DX and Telephone Meriton Apartments Pty Ltd DX 117 Sydney Reference: BP:NXE:07 2926	CODE TG
------------------------------	--	----------------

(C) **TRANSFEROR**

THE OWNERS - STRATA PLAN NO. 79293

(D) The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants

(E) **DESCRIPTION
OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AND A RIGHT OF
CARRIAGEWAY MORE PARTICULARLY DESCRIBED IN ANNEXURE "A" *Ø*

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

(F) Encumbrances (if applicable):

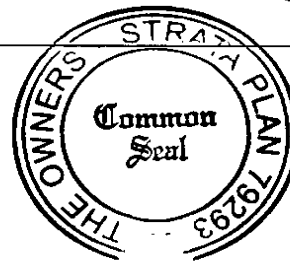
(G) **TRANSFeree**

ENERGYAUSTRALIA
ABN 67 505 337 385

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.
Corporation: THE OWNERS - STRATA PLAN NO. 79293
Authority: section 238 Strata Schemes Management Act 1996



Signature of authorised person: *JMcIntosh*

Signature of authorised person:

Name of authorised person: *Jane McIntosh*

Name of authorised person:

Office held: *Strata manager*

Office held:

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

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

Signature of witness: *[Signature]*

Signature of attorney: *[Signature]*

Name of witness: *Allen James Elmer*

Attorney's name: *Christine Creane-Smith* EnergyAustralia

Address of witness: 570 George Street
SYDNEY NSW 2000

Signing on behalf of: 4476
Power of attorney-Book: 983

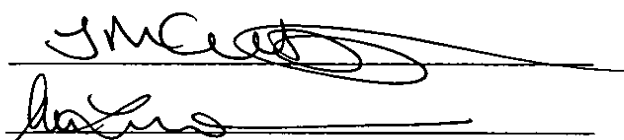
Ø EXTRA FEE RAISED \$900 B599654.72

**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING
EASEMENT BETWEEN THE OWNERS – STRATA PLAN NO. 79293 AS
TRANSFEROR AND ENERGIAUSTRALIA AS TRANSFEREE
DATED:**

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE AND 3.3 WIDE" on Deposited Plan 1113516 on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum; and

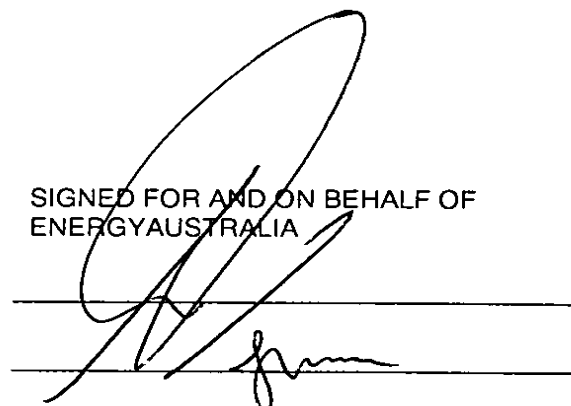
A RIGHT OF CARRIAGEWAY affecting that part of the servient tenement shown as "PROPOSED RIGHT OF WAY 3.3 WIDE AND 4 WIDE" on Deposited Plan 1113516 on the terms contained in Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles on the Right of Carriageway.

SIGNED FOR AND ON BEHALF OF
THE OWNERS – STRATA PLAN NO. 79293



Two handwritten signatures are written over a horizontal line. The first signature is in dark ink and appears to be 'JMC'. The second signature is in lighter ink and is more stylized.

SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA



A large, stylized handwritten signature is written over a horizontal line. The signature is in dark ink and is quite fluid and expressive.

**Certificate of Owners Corporation
(dealing or plan dedication of road or reserve)**

Approved Form 9

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

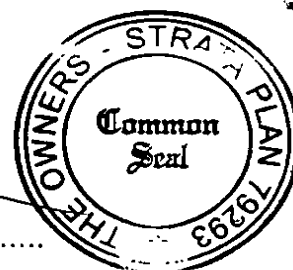
Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 79293 hereby certifies that:

1. the * dealing ~~*plan~~ † Transfer Granting Easement to *EnergyAustralia* was * ~~executed~~ * ~~accepted~~ * sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
2. the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said *dealing ~~*plan~~.

The common seal of the Owners - Strata Plan No. 79293 was affixed hereto on 12th December 2007 in the presence of Jane McIntosh being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



[Signature]
Signature

[Signature]
Signature

Jane McIntosh - Strata
Print Name and Capacity Manager

MARIANNE LEIGHTON / GENERAL
Print Name and Capacity MANAGER

12th December 2007
Date

* Strike out whichever is inapplicable.

† Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

Certificate re Initial Period Expired

Approved Form 10

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period


In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 79293 hereby certifies that in respect of the strata scheme based on Strata Plan No. 79293:


*(a) the initial period, as defined by that Act, expired before:

- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).
- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).
- * issue by the owners corporation on of a certificate referred to in section 28(4)(a) *section 32(4)(a).

*(b) at the date of issue of a certificate referred to in section * 9(3)(b); * 13 (2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 79293 was hereunto affixed on 12th December 2007 in the presence of being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.


.....
Signature


.....
Signature

Jane McIntosh - Strata
.....
Print Name and Capacity manager

MARIANNE URLIKTON - GENERAL
.....
Print Name and Capacity MANAGER



* Strike out whichever is inapplicable.

SIGNATURES AND SEALS ONLY.

FOR SIGNATURES, SEALS AND
CERTIFICATES SEE
SIGNATURES FORM

Department of Lands Approval

Authorised Officer: In approving this plan certify that all requirements of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

Signature: _____ Date: _____

Life Number: _____

Office: _____

Subdivision Certificate

Authorised Person/General Manager/ Accredited Officer

Consent Authority: _____

Accreditation No.: _____

Subdivision Certificate No.: _____

Life No.: _____

Debate whether is inapplicable.

Plan Drawing only to appear in this space

e-plan

DP1113516

Registered: 19-6-2007

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U0960-12 #

Last Plan:

PLAN OF PROPOSED EASEMENT
FOR ELECTRICITY AND OTHER
PURPOSES AND PROPOSED RIGHT
OF WAY WITHIN LOT 100
D.P. 1080316

Lengths are in metres. Reduction Ratio 1:400

L.G.A.: KU-RING-GAI
Locality: WAHROONGA
Parish: GORDON
County: CUMBERLAND

This is sheet 1 of my plan, which consists of _____ sheets

Survey Regulation 2006

I, DOUGLAS LACHLAN MAGEEN

of DOUGLAS LACHLAN MAGEEN

11/19-23 BRIDGE STREET, PYMBLE

a surveyor registered under the Surveying Act 2002, hereby

certify that the survey represented in this plan is accurate,

and that the survey is in accordance with the Surveying Act 2002

and the Survey Regulation 2006.

This plan is intended to be used for the purposes of the Surveying Act 2002

and the Survey Regulation 2006.

I have signed this plan and it is not the subject of the survey

(Signature) SEE SIGNATURES FORM Dated _____

Surveyor registered under the Surveying Act, 2002

Date: _____

Type: _____

Plans used in preparation of survey/development

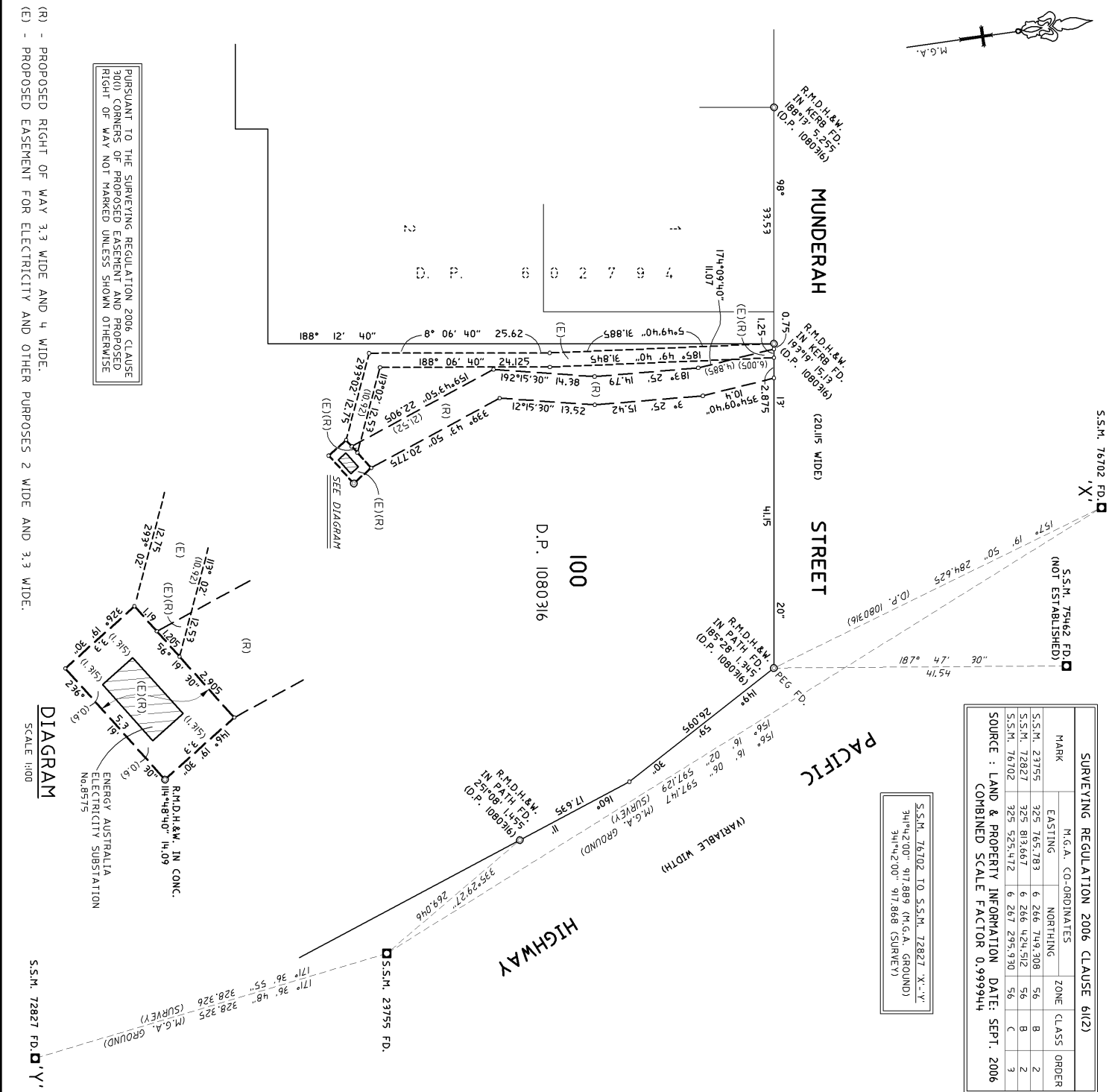
D.P. 1080316

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

APPROVED :-

SEE SIGNATURES FORM
MANAGER, SURVEY UNIT
DEVELOPMENT SERVICES
ENERGY AUSTRALIA

SURVEYING REGULATION 2006 CLAUSE 61(2)				
MARK	M.G.A. CO-ORDINATES	NORTHING	EASTING	ZONE
S.S.M. 23755	765.783	6 266	719.208	56
S.S.M. 72827	813.667	6 266	424.312	56
S.S.M. 76102	525.412	6 267	295.930	56
SOURCE : LAND & PROPERTY INFORMATION DATE: SEPT. 2006				
COMBINED SCALE FACTOR 0.999944				

S.S.M. 76102 TO S.S.M. 72827 'X'-Y'
34142.00" 917.889 (M.G.A. GROUND)
34142.00" 917.868 (SURVEY)

PLAN FORM 6

ePlan * OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

Sheet of sheet(s)

PLAN OF PROPOSED EASEMENT FOR
ELECTRICITY AND OTHER PURPOSES
AND PROPOSED RIGHT OF WAY
WITHIN LOT 100 D.P. 1080316

DP1113516

Registered:



19-6-2007

Surveying Regulation, 2001

I, DOUGLAS LACHLAN MACLEAN
DEGOTARDI SMITH AND PARTNERS
of 11/19-23 BRIDGE STREET, PYMBLE
a surveyor registered under the Surveying Act, 2002, hereby certify
that the survey represented in this plan is accurate, has been made in
accordance with the Surveying Regulation, 2006 and was completed
on

27TH SEPT 2006

The survey relates to PROPOSED EASEMENT, RIGHT OF
WAY AND CONNECTIONS

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

(Signature)

Dated:

07/11/06

Surveyor registered under the Surveying Act, 2002

Datum Line : 'X' - 'Y'

Type: Urban /-Rural-

SIGNATURES, SEALS and STATEMENTS of intention to
dedicate public roads or to create public reserves and
drainage reserves

Crown Lands NSW/Western Lands Office Approval

I in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown
hereon have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

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

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

.....
(Authorised Person/General Manager/Accredited Certifier)

Consent Authority

Date of Endorsement

Accreditation No.

Subdivision Certificate No.

File No.

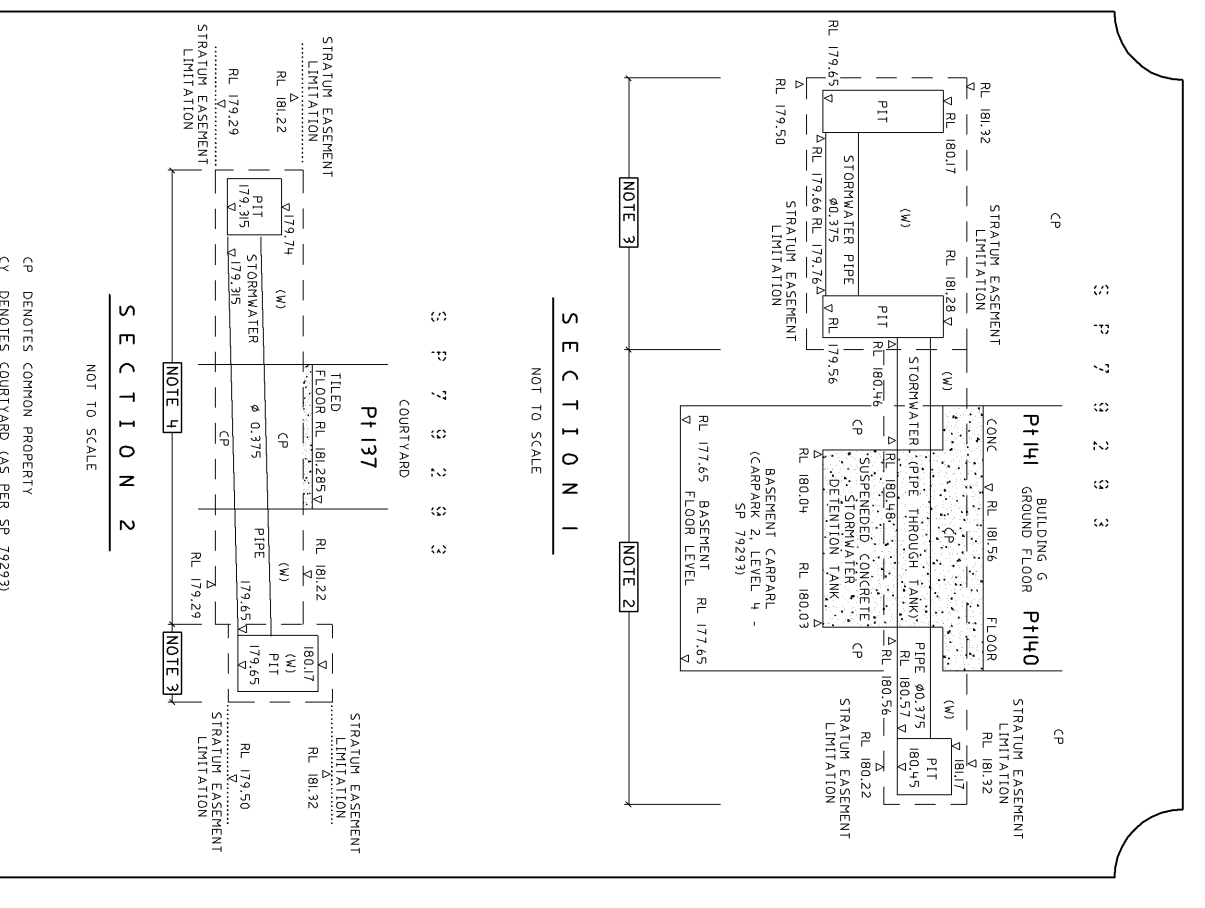
Delete whichever is inapplicable

APPROVED:

MANAGER, SURVEY UNIT
DEVELOPMENT SERVICES
ENERGYAUSTRALIA

Use PLAN FORM 6A for additional
certificates, signatures and seals.

SURVEYOR'S REFERENCE: 30986DP/2 S



293)
1,5 &

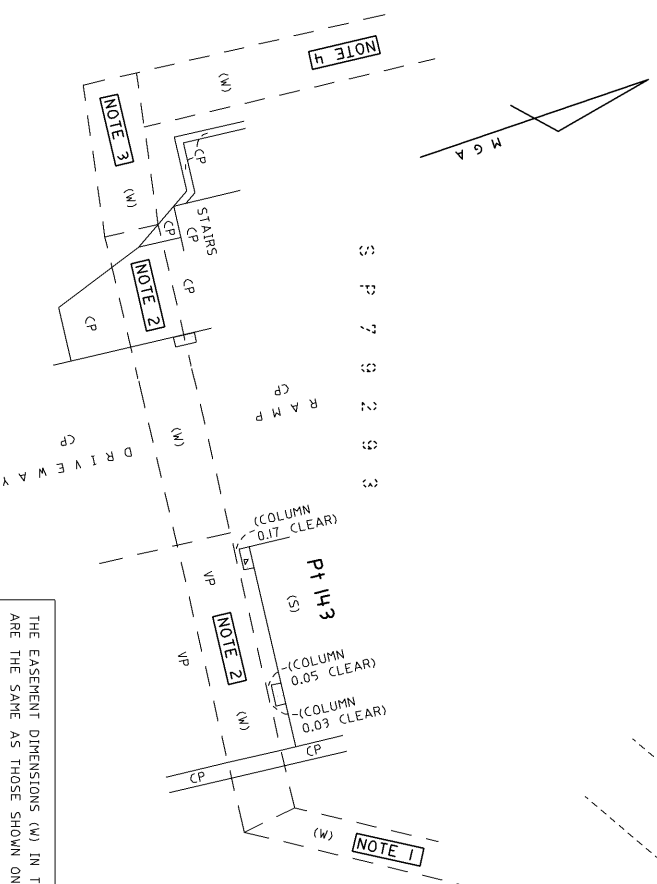
DP 1191016

- CP DENOTES COMMON PROPERTY
 CY DENOTES COURTYARD (AS PER SP 79293)
 (S) DENOTE STORE (SP 79293)
 (VP) DENOTES VISITORS CARPARKING CP (SP 79293)
 (W) DENOTES EASEMENT TO DRAIN WATER 1.2, 1.5 &
 VARIABLE WIDTH - LIMITED IN STRATUM

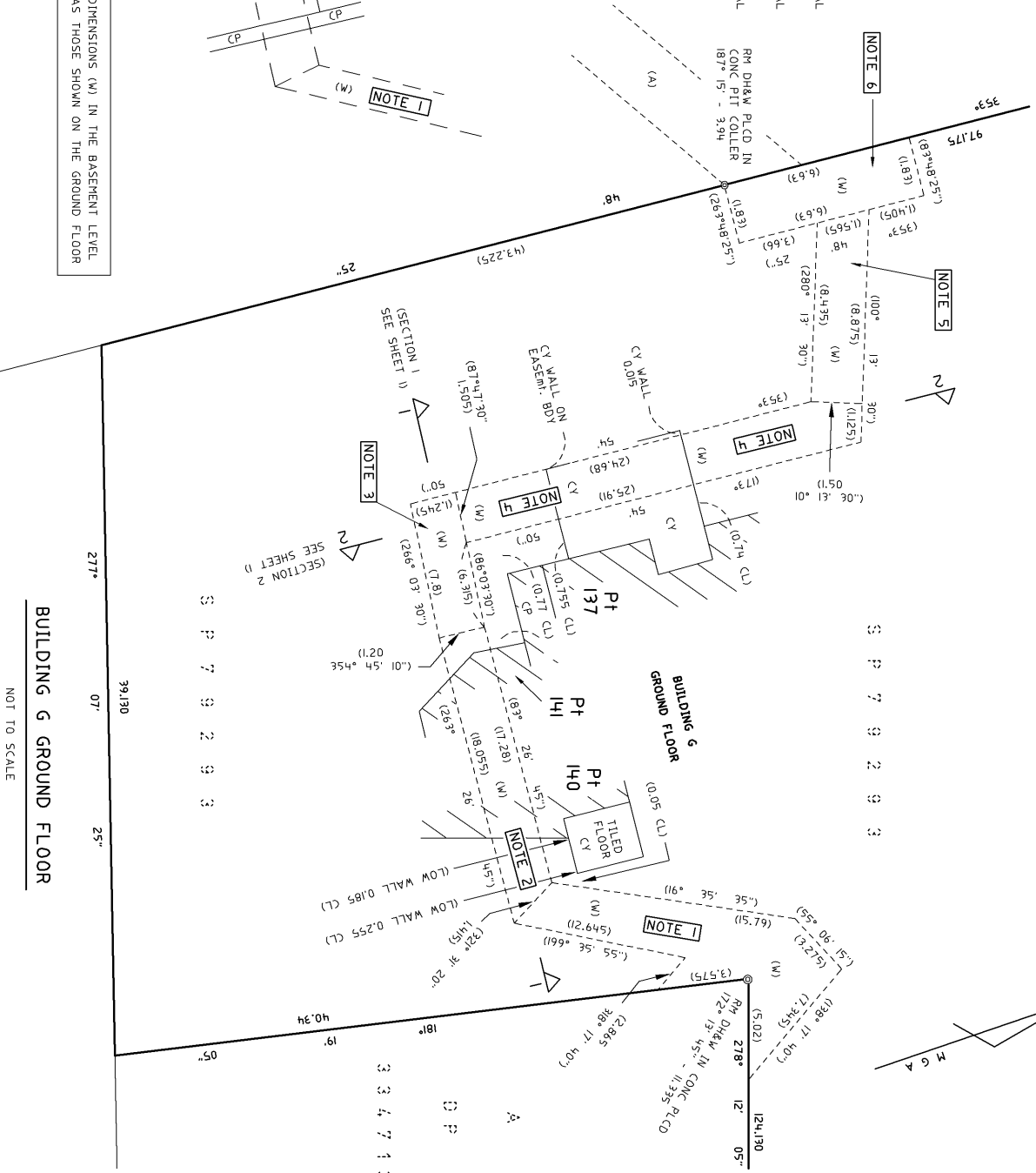
- NOTE 1: EASEMENT TO DRAIN WATER (W) VARIABLE WIDTH IS UNLIMITED IN HEIGHT & DEPTH
 NOTE 2: EASEMENT TO DRAIN WATER (W) 1.2 WIDE 15 LIMITED IN STRATUM IN HEIGHT TO A HORIZONTAL PLANE AT RL 181.32 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 180.22 AND
 NOTE 3: EASEMENT TO DRAIN WATER (W) 1.2 WIDE 15 LIMITED IN STRATUM IN HEIGHT TO A HORIZONTAL PLANE AT RL 181.32 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 179.5 AND
 NOTE 4: EASEMENT TO DRAIN WATER (W) 1.5 WIDE 15 LIMITED IN STRATUM IN HEIGHT TO A HORIZONTAL PLANE AT RL 181.22 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 179.29 AND
 NOTE 5: EASEMENT TO DRAIN WATER (W) 1.5 WIDE 15 UNLIMITED IN HEIGHT & DEPTH
 NOTE 6: EASEMENT TO DRAIN WATER (W) 1.83 WIDE IS UNLIMITED IN HEIGHT & DEPTH

BUILDING G **BASEMENT CARPARK 2, LEVEL 4**

NOT TO SCALE



THE EASEMENT DIMENSIONS (W) IN THE BASEMENT LEVEL ARE THE SAME AS THOSE SHOWN ON THE GROUND FLOOR



BUILDING G GROUND FLOOR

NOT TO SCALE

(A) EASEMENT FOR DRAINAGE 1.83 WIDE (0802046)

Surveyor: GIUSEPPE JOHN BOTTARO
 GEOMETRA CONSULTING Pty Ltd
 PO BOX 3530
 CENTRO BANKSTOWN NSW 2200
 Date of Survey: 20/03/2013
 Surveyor's Ref: 9680-9

PLAN CREATING AN EASEMENT TO DRAIN
 WATER OVER THE COMMON PROPERTY IN
 SP 79293

LGA: KU-RING-GAI
 Locality: WAHRONGA
 Subdivision No: —
 Lengths are in metres, Reduction Ratio 1:1000

Registered
 19.11.2013

DP 1191016


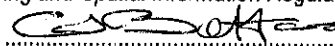
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  19.11.2013</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>DP 1191016</p>
<p>PLAN CREATING AN EASEMENT TO DRAIN WATER OVER THE COMMON PROPERTY IN SP 79293</p>	<p>LGA: KU-RING-GAI</p> <p>Locality: WAHROONGA</p> <p>Parish: GORDON</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>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.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, GIUSEPPE JOHN BOTTARO</p> <p>of GEOMETRA CONSULTING Pty Ltd</p> <p>PO BOX 3530 CENTRO BANKSTOWN NSW 2200</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 20th MARCH 2013</p>
<p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p>*(b) The part of the land shown in the plan (*being/*excluding A.....)</p> <p>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 16/4/2013</p> <p>Surveyor ID: 564</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used in the preparation of survey/compilation:</p> <p>DP 1080316 SP 79293</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 9680-9</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



19.11.2013

Office Use Only

Office Use Only

**PLAN CREATING AN EASEMENT TO DRAIN
WATER OVER THE COMMON PROPERTY IN
SP 79293**

DP 1191016

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.

STATEMENTS OF INTENTION

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

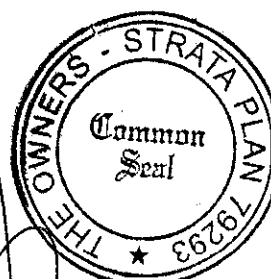
1. AN EASEMENT TO DRAIN WATER 1.2, 1.5 & VARIABLE WIDTH LIMITED IN STRATUM (W)

SIGNATURES & SEALS

The **Common Seal of The Owners – Strata Plan No 79293** was hereunto affixed in the presence of a person or persons authorised to witness the affixing of the Common Seal by Section 238 of the *Strata Schemes Management Act 1996*:

.....
Signature of witness

.....
Name of witness (print)



.....
Signature of Managing Agent, Secretary or
Executive Committee Member

.....
Name of Managing Agent, Secretary or
Executive Committee Member (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 9680-9

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



19.11.2013

Office Use Only

Office Use Only

**PLAN CREATING AN EASEMENT TO DRAIN
WATER OVER THE COMMON PROPERTY IN
SP 79293**

DP 1191016

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:

SIGNATURES & SEALS

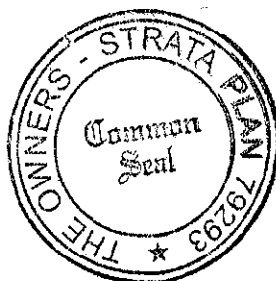
The Owners - Strata Plan No. 79293 certifies that :

1. On 2 OCTOBER 2013 it passed a special resolution agreeing to the execution of this plan creating an easement to drain water over the common property in SP 79293 pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or Section 32 (4) Strata Schemes (Leasehold Development) Act 1986;
2. The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No. 79293 was hereunto affixed on 14th NOVEMBER 2013 in the presence of RODERICK SMITH being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Signature - Authorised Person

Signature - Authorised Person



If space is insufficient use additional annexure sheet

Surveyor's Reference: 9680-9

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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 3 sheets)

Plan: **DP 1191016**

Plan creating an Easement to Drain Water over
the common property in SP79293

**Full name and address
of the owner of the land:**

The Owners - Strata Plan No. 79293
2C Munderah Street, Wahroonga, NSW, 2076

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.	An easement to drain water 1.2, 1.5 and variable width limited in stratum (W)	CP/SP79293	1/315957 and A/334713

Part 2 (Terms)

1. DEFINITIONS

For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:

- a. **Authorised User** means every person authorised by the Grantee for the purposes of the easement created by this Instrument.
- b. **Grantee** means the registered proprietor from time to time of the Lot Benefited.
- c. **Grantor** means the registered proprietor from time to time of the Lot Burdened.
- d. **Instrument** means this Transfer Granting Easement.
- e. **Lot Benefited** means the land having the benefit of the easement created by this Instrument.
- f. **Lot Burdened** means that part of the land having the burden of the easement created by this Instrument which the Plan indicates is the site of the easement.



Plan: **DP 1191016**

Plan creating an Easement to Drain Water over
the Common Property in SP79293

(Sheet 2 of ³ ePlan
~~7~~ sheets)

g. **Plan** means the plan of easement annexed to this Instrument

2. OBLIGATIONS OF GRANTOR AND GRANTEE

2.1 Full and free right:

- a. for the Grantee or its Authorised User to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the Lot Burdened;
- b. for the Grantee or its Authorised User to use any line of pipes already laid within the Lot Burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution thereof;
- c. for the Grantee or its Authorised User to lay and maintain a line of pipes of sufficient internal diameter for the purposes of this easement within the Lot Burdened and to annex or attach such line of pipes, if necessary, to the to the land or a building of the land of which the Lot Burdened is a part; and
- d. for the Grantee or its Authorised User to enter upon the Lot Burdened and the land of which the Lot Burdened forms a part with any tools, implements or machinery for the purpose of laying inspecting, cleansing, repairing, maintaining or renewing a line of pipes within the Lot Burdened provided the Grantee or its Authorised User gives at least two weeks' notice of its intention to enter upon the Lot Burdened except in the event where emergency works are required in which case no notice is required.

2.2 The Grantee must, at its cost, maintain a line of pipes installed within the Lot Burdened.

2.3 The Grantee must indemnify the Grantor in respect of:

- a. the cost of repairs required to the Lot Burdened as a result of water from the Lot Benefited overburdening the line of pipes within the Lot Burdened provided always that the Grantor has not breached its obligations as set out in the terms of this easement; and
- b. damages, losses, costs or expenses incurred by the Grantor as a result of the Grantee's failure to maintain the line of pipes as required by 2.2 hereof provided always that the Grantor has not breached its obligations as set out in the terms of this easement



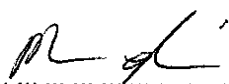
Plan: **DP 1191016**

ePlan
(Sheet 3 of 3 sheets)
Plan creating an Easement to Drain Water over
the Common Property in SP79293

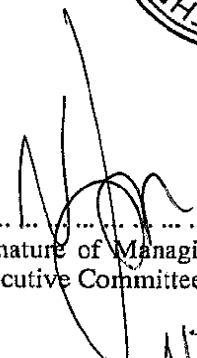
SIGNATURES AND SEALS

The Common Seal of The Owners – Strata
Plan No 79293 was hereunto affixed in the
presence of a person or persons authorised to
witness the affixing of the Common Seal by
Section 238 of the *Strata Schemes
Management Act 1996*:




.....
Signature of witness

PIA CUNNINGHAM
.....
Name of witness (print)


.....
Signature of Managing Agent, Secretary or
Executive Committee Member

Nicholas Johnson
.....
Name of Managing Agent, Secretary or
Executive Committee Member (print)

REGISTERED



19.11.2013

Release: 2.1

CHANGE OF BY-LAWS

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP556515K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided in this form for the establishment and maintenance of the Real Property Act Register. 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/SP79293

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any LAMB & WALTERS STRATA MANAGERS PO BOX 95, GORDON 2072 (02) 9449 8855 Reference: <input type="text"/>	CODE CH
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- (C) The Owners-Strata Plan No. 79293 certify that a special resolution was passed on 26/3/19 & 4/6/19
- (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. 30 & 41
Added by-law No. NOT APPLICABLE
Amended by-law No. 28, 29 & 16
as fully set out below:
Refer 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. 79293 was affixed on 23/9/19 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: 

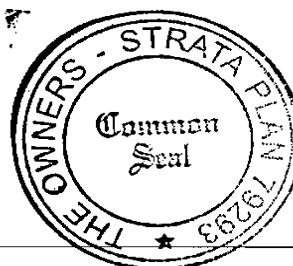
Name: DANIEL SEABRA

Authority: STRATA MANAGER

Signature:

Name:

Authority:



STRATA PLAN NO. 79293

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

THE SEAL of THE OWNERS – STRATA PLAN NO. 79293 was affixed on the 23rd day of September 2019 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: 

Name(s): DANIEL SEABRA

Authority: STRATA MANAGER



1. NOISE

1.1 An owner or occupier of a lot must not create any noise 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.

2. VEHICLES - REPEALED 17/6/2009 & REPLACED WITH NEW BY-LAW 2 AS DETAILED BELOW.

2. 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.

3. OBSTRUCTION OF COMMON PROPERTY

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

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4.1 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.

5. DAMAGE TO COMMON PROPERTY

5.1 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.

5.2 An approval given by the owners corporation under by-law 5.1 cannot authorise any additions to the common property.

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

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

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

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

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

- 7.1 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.

8. BY-LAW REPEALED 17/6/2009 AND REPLACED WITH SPECIAL BY-LAW 8.

SPECIAL BY-LAW NO. 8 - PARKING OF VEHICLES

PART 1

GRANT OF POWER

In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owner Corporation shall have the following additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this by-law:

- (a) The power to regulate the use of the Common Property and the Visitor Parking Area for parking of motor vehicles;
- (b) The power to erect signs in the Visitor Parking Area from time to time; and
- (c) The authority to direct that all vehicles be parked or stand in accordance with any Signs erected by the Owners Corporation from time to time.

PART 2

DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) Building means the building/s on the property known as 2c Munderah Street, Wahroonga in the State of New South Wales.
- (d) Building Manager means a person or corporation appointed by the Owners Corporation as either a caretaker or on site residential manager.
- (e) Council means Ku-ring-gai Council.

- (f) Lot means any lot in strata plan 79293.
- (g) Occupier has the meaning given to it under the Act.
- (h) Owner means the owner of the Lot.
- (i) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 79293, and the executive committee of strata plan 79293.
- (j) Parking Fee means a fee of \$100.00 per hour or some other amount determined from time to time
- (k) Scheme means the strata scheme relating to strata plan number 79293.
- (l) Signs means signs displayed in or around the Visitor Parking Area advising:
 - i. parking restrictions; ii. standing limitations; or
 - iii. any other directions relating to the control of visitor's parking and the Visitor Parking Area.
- (m) Visitor means a bona fide guest or invitee but does not include occupiers.
- (n) Visitor Parking Area means any area designated for parking in the Scheme not comprising part of the Lot.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act, 1996; and
- (d) references to legislation include references to amending and replacing legislation.

2.2 Where a term of this by-law contradicts the strata schemes by-laws filed with Strata Plan No. 79293 then this by-law will prevail to the extent of that contradiction.

2.3 The owners corporation confers its powers, duties and functions under this by law on to the executive committee.

2.4 A reference to the owners corporation in paragraphs 3.1 to 3.18 is taken to mean the executive committee of strata plan 79293.

PART 3

CONDITIONS

3.1 The Owner or Occupier of a Lot shall not park or stand, or allow to park or stand, a motor or other vehicle upon the common property and in the Visitor Parking Area at any time, except with the written approval of the Owners Corporation.

3.2 The Owner or Occupier of a Lot shall not permit any Visitor to park or stand, or allow to park or stand, a motor or other vehicle upon the common property (excluding the Visitor Parking Area and in accordance with this by-law) at any time.

- 3.3 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property or the Visitor Parking Area under clause 3.1.
- 3.4 A Visitor may park a motor vehicle in the Visitor Car Parking for a consecutive period of up to eight (8) hours at any one time.
- 3.5 Notwithstanding clause 3.4, an Owner or Occupier may apply to the Owners Corporation (or executive committee) to request that any Visitor be allowed to exceed the eight (8) hour parking limit up to a maximum of fourteen (14) consecutive days and that no more than two (2) applications (for fourteen (14) consecutive days) can be submitted by an Owner or Occupier in any calendar year.
- 3.6 Any determination or approval made by either the Owners Corporation or executive committee concerning the parking of motor or other vehicles on common property and in the Visitor Parking Area is at their absolute discretion and may incur a Parking Fee.
- 3.7 Notwithstanding clause 3.6, where any Owner or Occupier (or their Visitor) parks a vehicle without approval of the Owners Corporation as contemplated under this by-law then that Owner or Occupier will be deemed to have accepted to pay the Parking Fee for the period that the vehicle remains on the common property or the Visitor Parking Area as the case may be.
- 3.8 The Visitor Car Parking is to be maintained free of obstruction and is for the exclusive use of bona fide visitors and invitees.
- 3.9 The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area at any time, except with the prior written consent of the Owners Corporation.
- 3.10 The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the common property (excluding the Visitor Parking Area in accordance with clause 3.9) at any time, except with the written approval of the Owners Corporation.
- 3.11 The Owner or Occupier of a Lot must not permit any employee, contractor, tradesperson, removalist or the like to:
 - (a) park or stand a motor or other vehicle upon the visitor parking area for a period exceeding two hours; or
 - (b) repair a motor or other vehicle upon the Visitor Parking Area without prior written consent of the Owners Corporation.
- 3.12 The Owners Corporation has the power to:
 - (a) determine whether any Owner or Occupier (or their Visitor) who parks a vehicle without approval of the Owners Corporation as contemplated under this by-law may be issued with a Parking Fee for the period that the vehicle remains on the common property or the Visitor Parking Area as the case may be.
- 3.13 An Owner or Occupier:
 - (a) must comply with any approval or directions of the Building Manager or the Owners Corporation given under this by-law;
 - (b) must ensure that any Visitor complies with this by-law;

- (c) agrees that by parking a vehicle (or allowing a vehicle to be parked) on the common property or the Visitor Parking Area as the case may be in contravention of this by-law that that Owner, Occupier or Visitor consents to incurring a Parking Fee.
 - (d) agrees that they are responsible for their Visitors and liable for any cost of a Parking Fee that may be incurred by their Visitors parking in contravention of this by-law.
- 3.14 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
- 3.15 Any payment required from an Owner or Occupier may be recovered in a Court or Tribunal of competent jurisdiction as a debt.
- 3.15.1 The Owners Corporation may levy a payment as a charge on an Owner of a Lot by serving written notice of the charge payable by that Owner on that Owner.
- 3.15.2 A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of ten percent (10%).
- 3.16 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
- 3.17 A charge if not paid at the end of one month after it becomes due and payable bears until paid simple interest at an annual rate of ten percent (10%).
- 3.18 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
- 9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**
- 9.1 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.
- 10. DRYING OF LAUNDRY ITEMS**
- 10.1 An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, 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.
- 11. CLEANING WINDOWS AND DOORS**
- 11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.
- 12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**
- 12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

- 13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14. FLOOR COVERINGS

- 14.1 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.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or an other area that is either parquetry or tiled at the time of the registration of the strata plan.

15. GARBAGE REMOVAL

- 15.1 An owner or occupier of a lot:
- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage,
 - (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
 - (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time at which garbage is normally collected,
 - (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),
 - (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage collector have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16. KEEPING OF ANIMALS

- 16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation (permission to not be unreasonably withheld) which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such animal may interfere with the quiet enjoyment of another lot by its owner or occupier.
- 16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the owners corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

16.5 Each lot owner and occupier is responsible and must maintain on a lead the animal when it is on the common property.

17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

18. NOTICE BOARD

18.1 The owners corporation must cause a notice board to be affixed to some part of the common property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

19.1 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).

20. PROVISION OF AMENITIES OR SERVICES

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the owners corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

21. USE OF LIFTS

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

22. MAINTENANCE OF BUILDING AND COMMON PROPERTY

22.1 The owners corporation in addition to the powers and authorities conferred on it by it by or under the Strata Titles Act, 1973, The Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to:

- (a) replace the enclosure of the lifts as required,
- (b) paint the outside of the building as required,
- (c) replace the carpet in the common property of the building as required,
- (d) repaint the inside of the building as required,
- (e) replace all fittings in the common property of the building as required,
- (f) overhaul and repair all gymnasium equipment as is required,

- 22.2 Before performing or appointing any person to perform any inspection of the common property, the owners corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

23. BY-LAW REPEALED 17/06/2009

24. AIR CONDITIONING

- 24.1 The proprietor of a lot shall any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- 24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.
- 24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot.
- 24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:
- (a) proper maintenance and keeping it in a state of good and serviceable repair,
 - (b) installation and removal,
 - (c) replacement at reasonable intervals or as necessary,
 - (d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and
 - (e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

25. FACILITIES

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

26. COMMERCIAL SIGNS

- 26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.
- 26.2 All commercial signage in the development must be of identical size and dimensions.

26.3 The owners corporation shall have the right to remove any signage that does not comply with this by-law.

27. CONSENT TO USE

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the owners corporation provided that all relevant statutory approvals have been obtained.

27.2 The owners corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

28. CARETAKER

28.1 The owners corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation,
- (c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
- (d) Clause Repealed 26/3/2019
- (e) supervising owners corporation employees and contractors,
- (f) providing cleaning, pool cleaning and gardening services to the owners corporation,
- (g) supervising the strata scheme generally,
- (h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the Caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The owners corporation may provide any consent necessary to, or requested by, the caretaker, including:

- (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,
- (b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,
- (c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
 - (i) the caretaker, or
 - (ii) the caretaker's financier, or

(d) **CLAUSE REPEALED 01/07/2014**

28.4 The owners corporation may:

- (a) grant any consent given under by-law 28.3 with such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.3,
- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the owners corporation's consent,
- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
- (i) the caretaker's area is the area specified in a plan:
 - (A) attached to these by-laws,
 - (B) attached to the caretaker agreement, or
 - (C) executed on behalf of either the owners corporation or executive committee and the caretaker,
- (ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,
- (iii) the owners corporation will pay operating costs in relation to the caretaker area, and
- (iv) this by-law 28.4(f) may only be varied or repealed with the prior written consent of the caretaker, and
- (g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.5 **CLAUSE REPEALED 01/07/2014**

28.6 The owner or occupier of a lot must not:

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the owners corporation for use by the caretaker.

29. LETTING BUSINESSES

- 29.1 The owner or occupier of each lot must not on any lot or the common property, except with the written consent of the owners corporation conduct or participate in the conduct of:

- (a) the business of a letting agent, or
 - (b) the business of a pooled rent agency, or
 - (c) the business of on-site Caretaker, or
 - (d) any other business activity that is either:
 - (I) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or
 - (II) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or
- (iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

29.2 The owners corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

30. Repealed 26/3/2019

31. ACCESS KEY

If the owners corporation restricts access to parts of the common property, the owners corporation may give an owner or occupier of a lot an "access key". The owners corporation may charge an owner of a lot a (\$50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

- (a) take all reasonable steps not to lose access keys,
 - (b) return all access keys to the owners corporation if they are not needed or if any occupier of a lot vacates the building,
 - (c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the owners corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the owners corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

- (a) copy an access key
 - (b) give access keys

31.5 Access keys belong to the owners corporation.

32. BALCONIES

- 32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:
- (a) it will not cause damage, or is not likely to cause damage, or
 - (b) it is not dangerous, a nuisance or a hazard.
- 32.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.
- 32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:
- (a) properly maintain the soil and plants in the planter boxes, and
 - (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. ENCLOSED BALCONIES

- 33.1 The owner or occupier of a lot must not, without the consent of the owners corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

34. BUILDING SAFETY

- 34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

35. COMMERCIAL WASTE

- 35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

36. GOVERNMENT CHARGES

- 36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

37. INTERPRETATION

- 37.1 In these by-laws:
- (a) a singular word includes the plural and vice versa,
 - (b) a word which suggests one gender includes the other genders, and
 - (c) if a word is defined, another part of speech has a corresponding meaning.
- 37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.
- 37.3 To the extent that any by-law is inconsistent with any law it is invalid.

38. LITIGATION

- 38.1 Any decision for the owners corporation to:
- (a) commence;
 - (b) cross claim or counter claim in; or
 - (c) appeal

proceedings or an action in any Court, Tribunal or other judicial or quasi-judicial forum can only be made by a Special Resolution of the owners. This by-law does not apply in respect of any proceedings or action by the owners corporation to recover arrears of strata levies from an owner.

39. MAINTENANCE CONTRACTS

- 39.1 The owners corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.
- 39.2 Without limiting by law 39.1, the owners corporation must maintain at all times current service contracts in respect of:
- (a) mechanical ventilation;
 - (b) air conditioning;
 - (c) hydraulics;
 - (d) lift;
 - (e) fire safety services; and
 - (f) essential services.
- in the building.
- 39.3 The owners corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.
- 39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Construction Services Pty Ltd ("Builder") or Meriton Apartments Pty Ltd ("the Developer"):
- (a) provide copies of the service contracts;
 - (b) provide evidence of the payments made by the owners corporation to the specialist consultants or contractors under the service contracts; and
 - (b) provide evidence of compliance by the owners corporation of by law 39.3;
- 39.5 For a period of 7 years from the date the Strata Scheme is established, the owners corporation must:
- (a) keep the Builder promptly informed of any defects in the building; and
 - (b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the owners corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.

40. OVERCROWDING

- 40.1 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 the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

- 40.2 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.
- 40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

41. Repealed 26/3/2019

42. ANNUAL CERTIFICATION

At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;
2. lift maintenance and annual certification;
3. air-conditioning maintenance and annual certification.

43. COMPENSATION TO OWNERS CORPORATION

The occupier of a lot will be responsible for all costs associated with the repair of common property damaged by an owner, occupier or visitor of the lot. If the occupier fails to meet such costs these costs will be paid by the Owners Corporation and recovered by it from the occupier as a debt due and owing to the Owners Corporation in respect of that lot.

44. MINOR AND MAJOR LOT ALTERATIONS

Repealed

By-Law No. 50

By-Law for Smoking Restrictions

1. All common property areas are smoke-free areas.
2. The owner or occupier of a lot, or an invitee of an owner or occupier of a lot, must take all reasonable steps to prevent smoke caused by smoking from drifting on to or penetrating common property or another lot.
3. The owner or occupier of a lot, or an invitee of an owner or occupier of a lot, must not dispose of cigarette butts or ash on the common property.
4. For the purpose of this by-law 'smoking' means to hold or otherwise have control over an ignited smoking product or implement.
5. For the purpose of this by-law 'reasonable steps' includes –
 1. Where an owner, occupier or invitee on a lot is in close proximity to another lot or common property, the owner, occupier or invitee must not smoke.
 2. Where wind is blowing in the general direction of another lot or common property, an owner, occupier or invitee on a lot must not smoke.
6. Where any term used in this by-law is defined in the Strata Schemes Management Act 1996 (or any replacement or amendment of that legislation), then the term has the same meaning as the term has under that legislation.
7. To the extent of any inconsistency between this by-law and any other by-law, then the provisions of this by-law prevail.

By Law 51

General Responsibility

1. Air Conditioning

The owner for the time being of each lot in the strata scheme is hereby conferred with the exclusive use and enjoyment of that part of the common property being:

- (a) The air conditioning unit, condenser and platform servicing that owner's lot (where applicable); and
- (b) All duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with each owner's air conditioning unit and condenser (hereinafter called, for each individual owner "the air-conditioning system") subject to the due observance and performance by each owner with the following conditions:
 - (i) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the air-conditioning system without expenses to the owners corporation;
 - (ii) The owner shall bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the air-conditioning system including the periodical and other electricity supply accounts of the electricity supplier authority relating to or in respect of the air conditioning system.

2. Electrical lights and tubes

The owner for the time being of each lot in the strata scheme is hereby conferred with the exclusive use and enjoyment of that part of the common property being:

- (a) All light fittings, globes, tubes, shades and covers servicing that owner's lot (where applicable); and

- (b) All electrical wiring, cables, transformer and mechanical pipes associated with each owner's light supply (hereinafter called, for each individual owner "the lights, globes and tubes") subject to the due observance and performance by each owner with the following conditions:
 - (i) The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair, renewal and replacement of the lights, globes and tubes without expenses to the owners corporation;
 - (ii) The owner shall bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the lights, globes and tubes including the periodical and other electricity supply accounts of the electricity supplier authority relating to or in respect of the lights and tubes.
- (c) The owner or occupier of a lot shall not overload the electrical facilities provided to the lot and shall at his own expense make good any damage caused by such overloading.

3. Balcony and courtyard drains

The owner for the time being of each lot in the strata scheme is hereby conferred with the exclusive use and enjoyment of that part of the common property being the balcony drain.

- (a) All cleaning associated with the drain (hereinafter called, for each individual owner "balcony drain") subject to the due observance and performance by each owner with the following conditions:
 - (i) The owner shall be responsible for keeping in a state of good and serviceable repair and cleanliness without expenses to the owners corporation;
 - (ii) The owner shall bear the cost of plumbing works, cleaning or clearing or replacement of parts or renewal of the grate of the balcony drain.

SPECIAL BY-LAW NO. 52 - TOWING

1. An owner or occupier of a lot can only park or stand any motor or other vehicle on common property with the written approval of the owners corporation.
2. The owners corporation may cause a vehicle parked or standing in breach of this by-law to be towed from the common property and removed to a public road or impounded.
3. The owner or occupier of a lot must pay the costs of and incidental to the owners corporation and its servants and agents for having the vehicle towed and or impounded (including without limitation strata management fees, legal fees daily occupation fee, locking fee and unlocking fee) which are recoverable by the owners corporation as a debt due by the owner or occupier.
4. A person who parks a vehicle, or allows a vehicle to stand on any part of the common property without written consent of the owners corporation is taken to:
 - a. be the person in lawful possession of the vehicle, and
 - b. have given consent to the owners corporation and its servants and agents to have the vehicle towed off the common property and impounded at the cost of the owner or occupier, and
 - c. consent to this by-law being an arrangement in force in respect of the vehicle.
5. To the extent of any inconsistency between this by-law and any other by law, this

SPECIAL BY-LAW NO. 53 - REPEALED 13/12/2014

SPECIAL BY-LAW NO. 1 - INSTALLATION OF HARD SURFACE FLOORING

"Noise" By-Law 1

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

"Floor coverings" By-Law 14

- 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) This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the Strata Plan.

"Installation of Hard Surface Flooring" Special By-Law 11 (In registered dealing *****)

Part A: Introduction:

1. The purpose of this By-Law is to regulate the installation of flooring other than carpet and underlay. The By-Law establishes a regime under which Owners may approach the Owners Corporation for permission to install Hard Surface Flooring.
2. The By-Law provides that approval for certain types of Hard Surface Flooring may necessitate the passage and registration of a specific Section 52 By-law.
3. The By-Law also provides that If Hard Surface Flooring is Installed within a Lot, the Owner of that Lot is responsible for the maintenance and repairs of such flooring.

4. The terms of this By-Law are to be read in conjunction with the terms of By-Law 14 "Floor coverings" registered with the Strata Plan.

Part B: Definitions:

In this By-Law:

1. "5 Star Rating" means the 5 Star Rating of the Association of Australian Acoustical Consultants, namely:
 - a) Airborne Sound Insulation of not less than $DnT,w + Ctr2 \ 50$, and
 - b) Impact Sound Isolation of not more than $LnT,w \leq 45$
2. "Hard Surface Flooring" means any flooring material that is not carpet or other soft covering.
3. "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
4. "Section 52 By-Law" means a By-Law made under and in accordance with Chapter 2 Part 5 Division 4 of the Strata Schemes Management Act 1996.

Part C: Interpretation:

1. In this By-Law, words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
2. All parts of this By-Law, including the Introduction, are to be considered in the interpretation of it.

Part D: Terms:

1. No Hard Surface Flooring may be installed that does not have at least 5 Star Rating,
2. An Owner of a Lot must not install, attach or affix any Hard Surface Flooring to serve his Lot, or allow such Hard Surface Flooring to be installed (attached or affixed) or kept, except in compliance with the following terms and conditions.

Part E: Terms and conditions.

1. Prior to Installing any Hard Surface Flooring, the Owner must:
 - a) obtain the written approval of the Owners Corporation to the proposed location, style, design and type of the Hard Surface Flooring, the method of installation and connection or construction and the steps taken to address noise transmission, and
 - b) provide evidence that the proposal has been designed by an accredited Acoustic Consultant and will have sound insulation performance of at least 5 Star Rating.
2. In determining its approval under the terms of this By-Law, the Owners Corporation will consider the nature of the Hard Surface Flooring, the effect of the installation on the occupants of adjacent Lots, the details of acoustic treatment and the responsibility for ongoing maintenance and repairs and may, as a condition of the approval, require a motion for Section 52 By-Law be placed before a General Meeting of the Owners Corporation.
3. In performing the installation or construction, the Owner must by himself, his agents, servants or contractors, comply with all conditions and requirements of the Council, comply with the Building Code of Australia and all pertinent Australian Standards and comply with the terms of approval given by the Owners Corporation under this By-Law.
4. After the completion of the installation, the Owner must provide to the Owners

Corporation, certification by an Acoustic Consultant that the installation has achieved sound insulation performance of at least 5 Star Rating.

Part F: Keeping the Hard Surface Flooring:

1. The Owner must maintain the Hard Surface Flooring in a state of good and serviceable repair and must renew or replace it when necessary.
2. The Owner must maintain those areas of the common property that represent a point of contact between the Installation of the Hard Surface Flooring and the common property.
3. The Owner at his own cost must repair any damage to the common property or the property of the Owner or occupier of another Lot occurring in the Installation, maintenance, replacement, repairs or renewal of any Hard Surface Flooring.
4. The Owner must indemnify the Owners Corporation and the Owners or occupiers of other Lots against:
 - a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the Installation of the Hard Surface Flooring, that would not have been incurred if the Hard Surface Flooring had not been installed or constructed, and
 - b) any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the Hard Surface Flooring consequent upon the Owners Corporation performing work to the common property.
5. If an Owner fails to carry out his obligations under this By-Law after being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996, to carry out the work and recover the costs from the Owner as a debt.
6. An Owner may remove any Hard Surface Flooring, but must do so at his expense and in a workmanlike manner. An Owner must ensure that after any Hard Surface Flooring is removed, the common property is restored.
7. For the purpose of this By-law, any Hard Surface Flooring shall remain the property of the Owner of the Lot installing it or the Owner of the Lot served by it, whether or not the Owner installed it.

SPECIAL BY-LAW NO. 2 - LOT 104 WORKS

The provisions of Parts 1, 2 & 3 of Special by-Law 44 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the installation of skylight works for the Lot including:
 - (i) Installation of two skylights in the roof space above the ensuite and in the hallway in the vicinity of the bathroom and
 - (ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.
- (b) "Lot" means **104**
- (c) "Plans" mean the plans/drawings prepared by lot 104 owner and dated 13th October 2011 a copy of which were tabled at the meeting at which this by-law

was passed and which may be attached to this by-law.

SPECIAL BY-LAW NO. 3 - LOT 136 WORKS

The provisions of Parts 1, 2 & 3 of Special by-Law 44 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the installation of skylight works for the Lot including:
 - (i) Installation of one skylight above the kitchen and
 - (ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.
- (b) "Lot" means 136
- (c) "Plans" mean the plans/drawings prepared by lot 136 owner and dated 18th October 2011 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW NO. 4 - LOT 135 WORKS

The provisions of Parts 1, 2 & 3 of Special by-Law 44 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the installation of skylight works for the Lot including:
 - (i) Installation of two skylights in the roof space in the hallway and
 - (ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.
- (b) "Lot" means 135
- (c) "Plans" mean the plans/drawings prepared by lot 135 owner and dated 25th October 2011 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

SPECIAL BY-LAW NO. 5 - LOT 102 WORKS

The provisions of Parts 1, 2 & 3 of Special by-Law 44 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the door works for the Lot including:
 - (i) Installation of two sliding glass doors within existing brick and timber frame and
 - (ii) The restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and provisions of this by-law.

(b) "Lot" means **102**

(c) "Plans" mean the plans/drawings prepared by lot 102 owner and dated 28th August 2011 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

by-law prevails.

SPECIAL BY-LAW NO. 6 - MAJOR RENOVATIONS AND BUILDING WORKS (LOT 25)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means **Lot 25** in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by **IAN** and dated **10/12/2016** attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans **as attached in Annexure A**.

"**Major Renovations By-Law**" means Special By-Law No. 53 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
 - (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;
- on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

ANNEXURE 'A' TO SPECIAL BY-LAW NO. 6 - LOT 102 WORKS

Patrick Rush
Strata Manager
Strata Title Management
PO Box 2727
TAREN POINT NSW 2219

241/2C Munderah Street,
WAHROONGA NSW 2076

12th December 2016

Dear Patrick,

Re: Application for Major Renovations and Building Works Lot 25 SP 79193

Enclosed is the completed form for the applications for blinds to be installed onto our two balconies. A copy of the paper work is attached.

The Company is the Australian Outdoor Living company, the same one as will be doing the work for Helen Hunter Apt 343, and whose application was approved at the last AGM in December 2016.

The Colour is Slate grey, as has been approved by the body corporate.

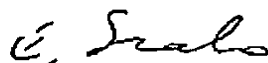
Our apartment is on the top floor of Building A, and has two large balconies. It faces the west and in the afternoons the sun comes straight into the apartment, so we have been having to close the inside blinds for at least three hours every afternoons and evenings. We really do need these external blinds which would stop the sun from coming into the apartment and we could leave the internal blinds up. It would also help keep the apartment cool so we could rely less on the air conditioning.

The blinds would be half way back from the balustrades on the balconies, and in line with the lower apartments' frontage. They would not be visible from the ground and from lower level apartments.

Would you please put our application onto the agenda for the next Extraordinary Meeting of the body corporate, in January or February 2017.

If there is anything else you require, please let me know.

Kind Regards,



Emma Szabo

SPECIAL BY-LAW NO. 7 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 103)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 103, in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by the owner and dated 11/01/2017 attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being:

- (i) Installation of two sliding glass doors within existing brick and timber frame; and
- (ii) Installation of glass panels and doors; and
- (iii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

"Major Renovations By-Law" means Special By-Law No. 53 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

ANNEXURES TO SPECIAL BY-LAW NO. 7 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 103)

Patrick Rush

From: [REDACTED]
Sent: Monday, 23 January 2017 2:36 PM
To: Secretary of Lexington Committee
Subject: Fwd: SP 79293 - Unit 545 for Major Works Application
Attachments: 545-Bedroom 2 (Max).jpg; Bedroom 2 plans (Max).jpg; Major Works approval Request.pdf; Unit 545 Balcony Doors - Google Docs.pdf; US45 - Major Renovations By Law 2017.pdf

Patrick,

please find the information as requested:

Installer: MidCity Windows
Suite 1.03, Level 1, 22 Brookhollow Ave
Norwest Business Park
Baulkham Hills NSW 2153
Telephone: (02) 9418 8822
Fax: (02) 9418 8821
ABN: ABN 14 109 090 191
Builder's Lic No: 234721C

Also attached the By-Law following the new template.

If you need anything else or I missed something, please let me know.

Regards
K. Olaf Reger

"We cannot solve our problems with the same thinking we used when we created them." - Albert Einstein

"If you can't explain it simply, you don't understand it well enough." - Albert Einstein

"Humility is not thinking less of yourself, but thinking of yourself less." - C.S. Lewis

"The greatest enemy of knowledge is not ignorance but the illusion of knowledge." - Stephen Hawking

"Leadership is a privilege we must earn every day." - Brent Gleeson

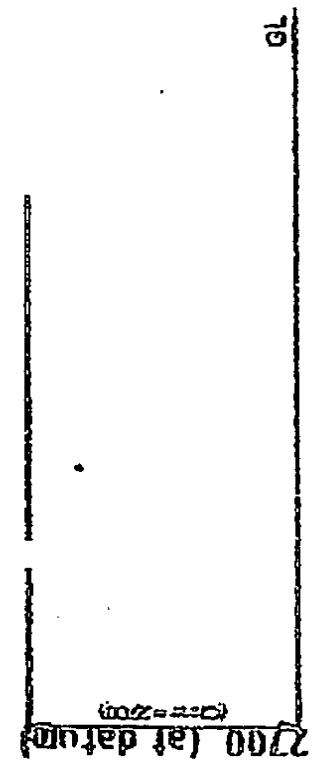
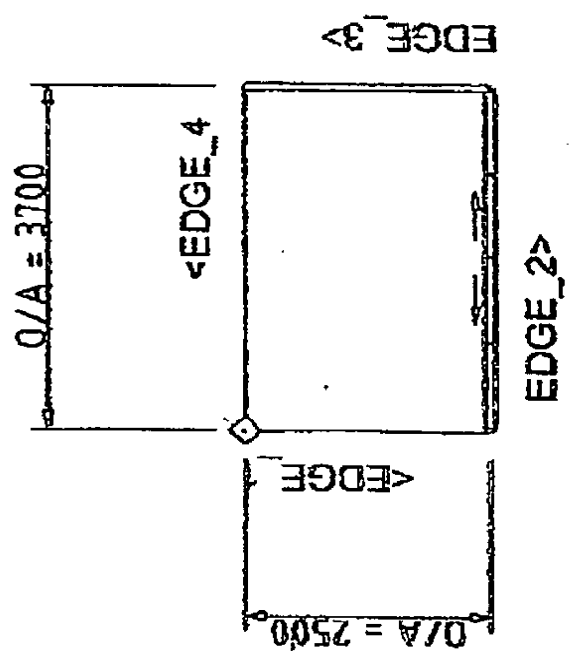
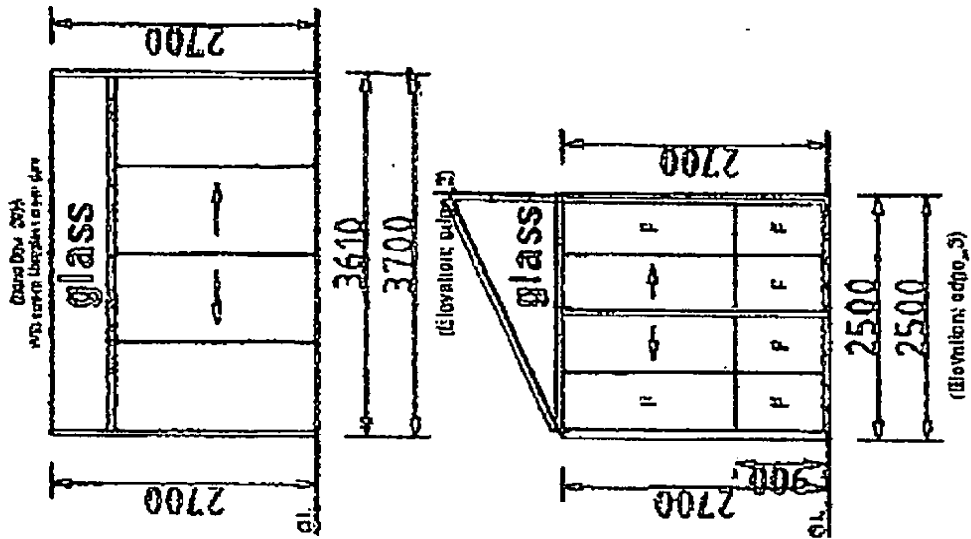
"It is an immutable law in business that words are words, explanations are explanations, promises are promises but only performance is reality." - Harold S. Gerson

"Some of the world's greatest feats were accomplished by people not smart enough to know they were impossible."
-Doug Larson

"The grass is not, in fact, always greener on the other side of the fence. Fences have nothing to do with it. The grass is greenest where it is watered. When crossing over fences carry water with you and tend the grass wherever you may be." - R. Fulghum

"The race is long, and in the end, it's only with yourself" - Mary Schunich.

"Distance from comfort is the essential ingredient for growth - Zane Small"





Oxley Insurance Brokers

oib.com.au

Coffs Harbour 2450
 PO Box 400
 P 6091 9000

Kempsey 2540
 PO Box 74
 P 6563 7000

Port Macquarie 2444
 PO Box 406
 P 6563 7000

Taree 2430
 PO Box 144
 P 6539 3000

Foster 2428
 PO Box 1A
 P 6564 8000

Certificate of Insurance

Mr S Lynch
 Mid City Windows Pty Ltd
 Suite 1.03, Level 2
 22 Brookhollow Ave, Norwest Bus Park
 BAULKHAM HILLS NSW 2153

Date: 15.06.2016
 Invoice No: 10383163

"This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown and will remain in force until that date unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act 1984".

IMPORTANT NOTICE - This certificate has been arranged by us in our capacity as agents for the insured named above. It does not reflect in detail the policy terms or conditions and merely provides a brief summary of this insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the "Insurance Contracts Act 1984". We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to or cancellation of the policy of insurance.

Class	SURA COMMERCIAL 160	Policy No.	SUR006779R1601
Insurer	SURA Commercial PO Box 1813 NORTH SYDNEY NSW 2059		
Period	01.07.2016 to 01.07.2017		

Oxley Insurance Brokers Pty Ltd
 ABN 84 234 892 156
 PO Box 926
 PORT MACQUARIE NSW 2444

Phone: 02 6588 7600
 Fax: 02 6584 9855

Certificate of Insurance

Mid City Windows Pty Ltd
 SURA COMMERCIAL 360

SURA Commercial 360

The Insured: Mid City Windows Pty Ltd

The Insured's business: Principally showroom, retails sales and installations of aluminium windows & doors and a property occupier

The policy form: SURA Commercial 360 | Version SURA360 V1.103-2014

ASSET PROTECTION Excluding breakdown of equipment

INSURED LOCATIONS

1. Suite 1.03, Level 2,
 22 Brookhollow
 Ave, Northwest Bus Park
 Baulkham Hills NSW
 2153
 Buildings
 Contents
 Location limit \$1200
 Flood

\$ 0
 \$ 100,000
 \$ 120,000
 Not Covered

Interested party
 22 Brookhollow Pty Ltd, Lessor

Unnamed
 Anywhere in Australia - Location Limit
 Flood

\$ 25,000
 Not Insured

Cover is included for:

Property in Transit - Limit per shipment \$ 25,000
 Acquired Property Notification period - 90 days \$ 250,000

Cover is included within the locations for:
 Theft

\$ 100,000

Special Assets:

Cover is included in addition to the location limits at each insured location for:

Oxley Insurance Brokers Pty Ltd

ABN 84 234 892 156

PO Box 426

PORT MACQUARIE NSW 2444

Phone: 02 6584 7600

Fax: 02 6584 9835

Certificate of Insurance

Mid City Windows Pty Ltd
 SURA COMMERCIAL 300

Capital additions	\$	500,000
Property protection	\$	100,000
Land value	\$	100,000
Post loss expenses	\$	100,000

The following excesses apply per event:

Earthquake
 \$20,000 or 1% of the declared values at the location where
 the damage occurs whichever is less

Breakdown of equipment	\$	0
Flood	\$	0
Theft	\$	500
Storm	\$	500
Named cyclone for insured locations above Tropic of Capricorn	\$	500
Property containing asbestos	\$	0
All claims (other than)	\$	500
Unnamed Location	\$	500

BUSINESS INCOME PROTECTION Not covered

CRIME PROTECTION Not covered

LIABILITY PROTECTION

Limit per occurrence and in the aggregate	\$20,000,000
Care, custody and control limit per occurrence	\$ 250,000
Construction limit - Total cost of work	\$ 500,000
Excesses any one occurrence whichever is greater	
Personal injury	\$ 500
Property damage or advertising injury	\$ 500
Labour hire personal injury	\$ 5,000

Special Conditions

Excess Options - Injury to Contractor/Subcontractor Excess
 Injury to Contractor/Subcontractors Excess is \$25,000 not \$5,000 as
 shown above.

Oxley Insurance Brokers Pty Ltd
ABN 84 234 892 136
PO Box 426
PORT MACQUARIE NSW 2444

Phone: 02 6588 7600
Fax: 02 6584 9855

Certificate of Insurance

Mid City Windows Pty Ltd
SURA COMMERCIAL 360

SURA Commercial

SURA PTY LTD, ABN 16 115 672 350 AFSL 294113 T/A SURA Commercial (SURA Commercial) has developed this Commercial Insurance Protection Policy which is underwritten by the insurer referred to below.

SURA Commercial has an authority from the insurer to arrange, enter into / bind and administer this insurance (including handling and settling claims) for the insurer.

SURA Commercial's contact details are:
Level 13 / 141 Walker Street North Sydney NSW
PO Box 1813 North Sydney 2059
T: 02 9930 9500

CGU Insurance Limited

This insurance is underwritten by CGU Insurance Limited (CGU Insurance) ABN 27 004 478 371, AFSL 238 291 an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority ('APRA').

CGU Insurance has been providing insurance to Australians for over 160 years and is part of the Insurance Australia Group (IAG).

CGU Insurance Limited contact details are:
388 George Street, Sydney, NSW 2060
T: (02) 8224 4000

You should contact SURA Commercial in the first instance in relation to this insurance.

Disclosure

Your duty of disclosure

Before the Insured enters into a contract of general insurance with CGU Insurance, the Insured has a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to CGU Insurance every matter the Insured knows, or could reasonably be expected to know, is relevant to CGU Insurance's decision whether to accept the risk of insurance and, if so, on what terms. The Insured has the same duty to disclose those matters to the insurer before the Insured renews, extends, varies or reinstates a contract of general insurance.

The Insured's duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by CGU Insurance;
- that is of common knowledge;
- that CGU Insurance knows or, in the ordinary course of its business ought to know;
- as to which compliance with the Insured's duty is waived by CGU

Oxley Insurance Brokers Pty Ltd
ABN 84 234 892 156
PO Box 426
PORT MACQUARIE NSW 2444

Phone: 02 6588 7000
Fax: 02 6584 9853

Certificate of Insurance

Mid City Windows Pty Ltd
SURA COMMERCIAL 360

Insurance.

Non-disclosure

If the Insured fails to comply with the duty of disclosure, CGU Insurance may be entitled to reduce its liability under the contract in respect of a claim or may cancel the policy.
If the Insured's non-disclosure is fraudulent, CGU Insurance may also have the option of avoiding the contract from its beginning.

Dispute Resolution

If the Insured has any complaints about the products or services provided to the Insured, please contact SURA Commercial and tell us about the complaint. SURA Commercial has a complaints and internal dispute resolution process to try and resolve them as quickly as possible. If this does not resolve the matter or the Insured is not satisfied with the way a complaint has been dealt with, the Insured has the right to refer the matter to SURA Commercial's external disputes resolution service. SURA Commercial will provide information about this service including contact information when the Insured lodges a complaint with SURA Commercial or at any time upon the Insured's request.

Privacy Statement

In this Privacy Statement the use of "we", "our" or "us" means SURA Commercial and CGU Insurance unless specified otherwise. "You" or "your" means the Insured.
In this Privacy Statement the use of "personal information" includes sensitive information.

SURA Commercial and CGU Insurance are committed to protecting the privacy of the personal information you provide to us.

The Privacy Act 1988 (Cth) contains the Australian Privacy Principles which require us to tell you that we collect, handle, store and disclose your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy;
- determining the terms and conditions of your Policy;
- compiling data to help develop and identify other products and services that may interest clients; and
- handling Claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not;
- whether the information or opinion is recorded in a material form

Oxley Insurance Brokers Pty Ltd
ABN 84 234 892 156
PO Box 426
PORT MACQUARIE NSW 2444

Phone: 02 6588 7600
Fax: 02 6584 9855

Certificate of Insurance

Mild City Windows Pty Ltd
SURA COMMERCIAL 160

or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given us your consent to collect, use and disclose your personal and sensitive information in order to provide you with the relevant services and/or products.

When you give us personal information about other individuals, we rely on you to have made or make the individual aware that you will or may provide their personal information to us and the types of other parties and service providers we may provide it to, the relevant purposes we and the other parties and service providers will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant personal information to us.

We disclose personal information to other parties and service providers whom we believe are necessary to assist us and them in providing the relevant services and/or products. For example, in handling claims, we may have to disclose your personal and other information to other parties and service providers such as our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

We may disclose your personal information to our insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, the European Union and the United States of America.

If you do not provide the personal information requested and/or do not provide us with your consent to the use and disclosure of your personal information as set out in this Privacy Statement, your insurance application may not be accepted, or we may not be able to administer your Policy, or you may be in breach of your duty of disclosure, the consequences of which are set out under the heading Disclosure in this document.

If you would like a copy of our Privacy Policies, would like to seek access to or correct your personal information, opt out of receiving materials we send, complain about a breach of our privacy or you have any query on how your personal information is collected or used, or

Oxley Insurance Brokers Pty Ltd
 ABN 84 234 892 156
 PO Box 428
 PORT MACQUARIE NSW 2444

Phone: 02 6588 7600
 Fax: 02 6584 9855

Certificate of Insurance

Mid City Windows Pty Ltd
 SURA COMMERCIAL 100

any other query relating to our Privacy Policies, please contact us.

SUMMARY OF COVER:

This notice provides a summary of cover only. Nothing within this summary should be read as overriding sum insured limits or policy conditions provided by your insurer. Please refer to your policy document for complete details of policy coverage including terms, conditions, endorsements or exclusions that may apply.

WORKERS COMPENSATION:

This Policy does NOT include Workers Compensation Insurance. Workers Compensation is compulsory for all employers.

Effective 30th June 2009, employers who expect to pay \$7,500 or less in annual wages will no longer require a Workers Compensation Policy. However, a Workers Compensation Policy is still required if an employer engages an apprentice or trainee, OR is a member of a group for Workers Compensation purposes, OR expects to pay more than \$7,500 per annum.

Please contact us to discuss and arrange appropriate policy coverage if you are affected by these changes. For assistance and advice contact your broker who will refer you to our specialist Workers Compensation Team.

INSURER	POLICY NUMBER	PROPORTION
SURA Commercial A.B.N. 36 115 672 350 Level 6, 157 Walker Street NORTH SYDNEY NSW 2060 P: 02 9930 9300	SUR00617983601	100.0000%
* SUPPORTING INSURERS		
- CGU Insurance ABN 27004478371	100.0000%	

SPECIAL BY-LAW NO. 8 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 150)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the

conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 150. In the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by Wynstan and dated 30/01/2017 attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being the installation of a blind on the balcony.

"Major Renovations By-Law" means Special By-Law No. 53 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

ANNEXURES TO SPECIAL BY-LAW NO. 8 - MAJOR RENOVATIONS AND BUILDING WORKS (LOT 150)

Patrick Rush

From: Peter <peter1ch@bigpond.com>
Sent: Monday, 30 January 2017 9:46 AM
To: Wayne Munce; Patrick Rush
Subject: Unit 431 Lot 150
Attachments: CCE30012017_0001.pdf

Hi Wayne and Patrick

Attached are the pages sent to me by Patrick Rush signed and a photo of the blind

The ABN number for Wynstan is 94 120 486 099

Contractor licence no is #201996C

NSW Master SecurityLicense number # 408820264

I am still waiting for the Insurance no. and will send this as soon as I get it.

I do not wish to miss being put on the agenda.

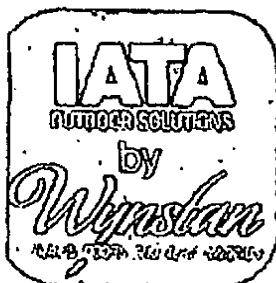
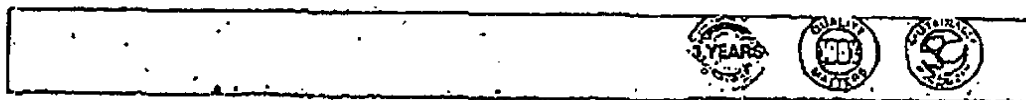
Please confirm you now have everything you need. I will be out for the rest of the day....so please place on the agenda and I will send anything else you need before the meeting.

Regards

Peter Chilton

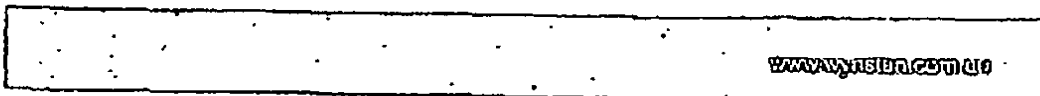
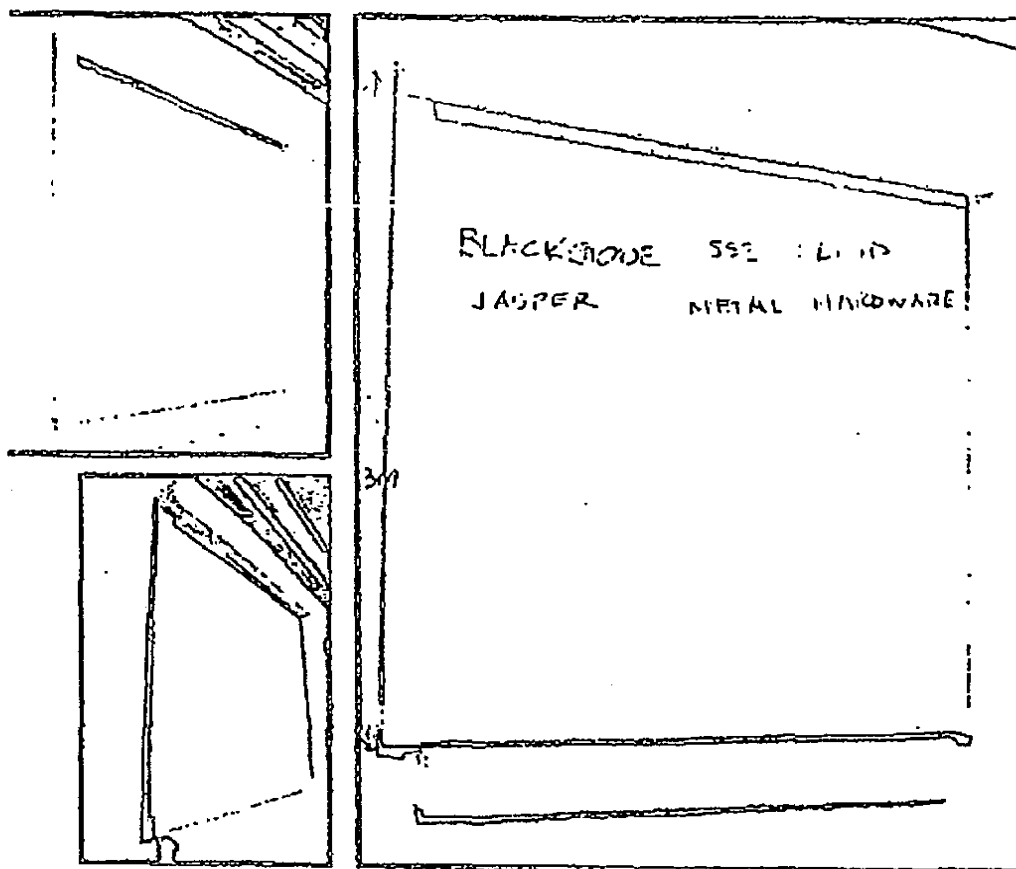


This email has been checked for viruses by Avast antivirus software.
www.avast.com



Wynstan
GREAT IDEAS. GREAT PRODUCTS. GREAT SERVICE.

ZIP
AWNINGS





Certificate of Currency

Aon Risk Services Australia Limited
ABN 17 600 434 720 AFSL 241148

Safeguard Home Improvements Pty Ltd
52-58 Wentworth Street
GRANVILLE NSW 2142

In our capacity as Insurance Brokers to Safeguard Home Improvements Pty Ltd, we hereby certify that the under mentioned insurance policy is current.

As at Date

30 November 2016

Policy Information

Class of Insurance Liability Insurance

Insurer (Lead)

Chubb Insurance Australia Limited ABN: 23 001 042 020

Policy Number(s) 01CL539537

Expiry Date
30/11/2017

Insured

Safeguard Home Improvements Pty Ltd
Wynston Design Pty Ltd
Longsco Pty Ltd trading as The Four Musketeers

Interest Insured

The Insured's Legal Liability to pay compensation in respect of:

- (a) Injury to any person
- (b) Property Damage
- (c) Advertising Injury

Occurring within the Geographical Limits during the Period of Insurance as a result of an Occurrence happening in connection with the Insured's Business or Products.

Situation of Risk

Anywhere in the world except United States of America and Canada other than in respect of:

- (a)(i) Products sent to the United States of America and/or

Canada without the knowledge of the Insured or

- (b) Commercial visits by directors and non manual employees normally resident outside USA or Canada

Sum Insured

\$ 20,000,000 any one occurrence or in respect of Products and Pollution, in the aggregate.

Important notes

- o This Certificate is a summary of cover only. Please refer to the Policy Wording and Schedule for full terms and conditions.
- o Aon does not guarantee that the cover will be in force at the time of the occurrence of an event. It is the responsibility of the insured to ensure that the policy is in force at the time of the occurrence of an event. Aon is not responsible for any loss or damage resulting from the insured's failure to ensure that the policy is in force at the time of the occurrence of an event.
- o Aon does not guarantee the ability to cover any loss or damage resulting from the insured's failure to ensure that the policy is in force at the time of the occurrence of an event.
- o This Certificate does not represent or constitute an offer of insurance or any other financial product. It is not intended to be used as a basis for any investment decision.

Contact Us

CRM

Telephone

Email

Branch

Online Foo

612 85234030

dianne.foo@aon.com

Levels 1 and 9, 130 George Street
PARRAMATTA NSW 2150

Aon Risk Services Australia Limited | ABN 17 600 434 720 | AFSL 241148

Allianz Australia Workers' Compensation (NSW) Limited
ACN 003 087 543 ABN 17 003 087 543
Agent for the NSW WorkCover Scheme
ABN 83 564 379 108 002
GPO Box 5429 Sydney NSW 2001/6
Phone: 1300 130 664 Fax: 02 9266 7223



CERTIFICATE OF CURRENCY

WYNSTAN DESIGN PTY LTD
PO BOX 754
GRANVILLE
NSW 2142

Dear Sir/Madam,

1. STATEMENT OF COVERAGE

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987*.

This Certificate is valid from 30/06/2016 to 30/06/2017

The information provided in this Certificate of Currency is correct as: 21st June 2016

2. EMPLOYERS INFORMATION

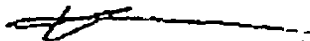
POLICY NUMBER	1GFE002780GWC154		
LEGAL NAME	WYNSTAN DESIGN PTY LTD		
TRADING NAME	WYNSTAN DESIGN PTY LTD		
ABN	94 120 486 099	ACN/AREN	120486099
TRUST NAME			
TRUST ABN			

3. IMPORTANT INFORMATION

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the Workers Compensation Act 1987. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, i.e. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate.

A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours sincerely,



Premium Services Officer
NSW Workers Compensation Underwriting Department



IMPORTANT: This document is intended for the addressee and may contain information that is confidential or privileged. Unauthorized use is strictly prohibited and may be unlawful. If you are not the addressee you should not read the copy, disclose or otherwise use the information for the purpose of delivery to the addressee. Any confidentiality or privilege is not waived or lost because this document has been sent to you by mistake. Please telephone the person above if this document is in error or if you have received this document in error, please call and return the document to us by post.

SPECIAL BY-LAW 9 – COSMETIC WORK

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "apartment" means a lot in the strata scheme,
- (c) "building" means the building in the strata scheme in which your apartment is located,
- (d) "common area" means the common property in the strata scheme,
- (e) "cosmetic work" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting,
 - (v) filling minor holes and cracks in internal walls,
 - (vi) laying carpet,
 - (vii) installing or replacing built-in wardrobes,
 - (viii) installing or replacing internal blinds and curtains,
 - (ix) installing any locking or other safety device to improve safety within your apartment,
 - (x) installing any locking or other safety device for protection of your apartment against intruders,
 - (xi) installing any structure or device to prevent harm to children,but cannot include non-cosmetic work,
- (f) "non-cosmetic work" means:
 - (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,
 - (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
 - (v) work involving waterproofing or the plumbing or exhaust system of a building,
 - (vi) work involving reconfiguring walls,
 - (vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- (g) "strata scheme" means the strata scheme to which this by-law applies, and
- (h) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

3.1 You may carry out cosmetic work without the approval of the owners corporation.

3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

(a) Standard of Workmanship

ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Cosmetic Work

make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) for Completion of Cosmetic Work

make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,

(d) Times for Cosmetic Work

ensure that the cosmetic work is only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am- 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

(e) Appearance of Cosmetic Work

ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,

(f) Noise During Cosmetic Work

ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(g) Transportation of Construction Equipment

ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building.

(h) Debris

ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(i) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(j) Protection of Building

protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(k) Daily Cleaning

clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,

(l) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,

(m) Costs of Cosmetic work

pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

You must:

(a) Maintenance of Cosmetic Work

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

(b) Repair Damage

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

(e) Comply with the law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 10 – MINOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "apartment" means a lot in the strata scheme,
- (c) "building" means the building in the strata scheme in which your apartment is located,
- (d) "common area" means the common property in the strata scheme,
- (e) "minor renovations" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vi) installing or replacing wood or other hard floors,
 - (vii) installing or replacing wiring or cabling or power or access points,
 - (viii) installing or replacing pipes and ducts,
 - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (x) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - (xi) installing double or triple glazed windows,
 - (xii) installing ceiling insulation,
 - (xiii) installing any screen or other device to prevent entry of animals or insects on your apartment,
 - (xiv) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment, but cannot include non-minor renovations,
- (f) "non-minor renovations" means:
 - (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
 - (iv) work involving waterproofing,
 - (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

(vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) "strata scheme" means the strata scheme to which this by-law applies, and

(h) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the minor renovations,

(d) drawings, plans and specifications for the minor renovations,

(e) an estimate of the duration and times of the minor renovations,

(f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation/strata committee may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 commencing the minor renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice prior to any meeting of the Strata Committee. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

(b) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy (if required by law), and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

(c) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(d) Consultant's Report

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor renovations

During the minor renovations you must:

(a) Standard of Workmanship

ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(i) Debris

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(k) Protection of Building

protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Daily Cleaning

clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

(m) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(n) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

(o) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(p) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,

(r) Costs of Minor renovations

pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the minor renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

(d) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards.

(e) Acoustic Consultant's Report

if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or

(b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and

(b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 11 – MAJOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "apartment" means a lot in the strata scheme,
- (c) "annexure" means the annexure to this by-law,
- (d) "building" means the building in the strata scheme in which your apartment is located,
- (e) "common area" means the common property in the strata scheme,
- (f) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
but cannot include cosmetic work or minor renovations,
- (h) "minor renovations" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (i) "strata scheme" means the strata scheme to which this by-law applies, and
- (j) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.8 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.9 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the major renovations,

(d) drawings, plans and specifications for the major renovations,

(e) an estimate of the duration and times of the major renovations,

(f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.10 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.11 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.12 The owners corporation may engage a consultant to assist it review your application.

3.2.13 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.14 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.15 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice before a general meeting, if a general meeting is called to approve the renovations the costs of the meeting will be met by the applicant. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.3 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

If the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations, in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

If the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

If required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

(b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... - Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-law and this by-law.

2. Definitions

In this by-Law:

"Lot" means Lot _____ the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by _____ and dated _____ attached to this by-Law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being _____;

"Major Renovations By-Law" means Special By-Law No. 3 - Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
 - (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

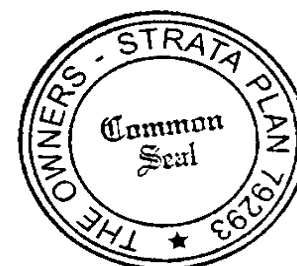
LAST PAGE OF ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

THE SEAL of THE OWNERS – STRATA PLAN NO. 79293 was affixed on the 23rd day of September 2019 in the presence of the following person(s) authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: _____

Name(s): _____ DANIEL SEABRA _____

Authority: _____ STRATA MANAGER _____



PLANNING CERTIFICATE

818 Pacific Highway, Gordon NSW 2072
Locked Bag 1006, Gordon NSW 2072
T 02 9424 0000 F 02 9424 0001
DX 8703 Gordon TTY 02 9424 0875
E krg@krg.nsw.gov.au
W www.krg.nsw.gov.au
ABN 86 408 856 411



UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

PROPERTY DETAILS

Address: 335/2C Munderah Street WAHROONGA NSW 2076

Lot Description: Lot 50 SP 79293

CERTIFICATE DETAILS

Certificate No: ePC4573/23

Certificate Date: 07/12/2023

Certificate Type: Section 10.7(2)

APPLICANT DETAILS

REF: 23302

Success Conveyancing Services
P.O.Box K8
HAYMARKET NSW 1240

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 –
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2021.

1. Names of relevant planning instruments and development control plans

(1) Which environmental planning instruments apply to the carrying out of development on this land?

Ku-ring-gai Local Environmental Plan 2015 as published on the NSW Legislation Website on 5 March 2015.

State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Housing) 2021.

(2) Which proposed environmental planning instruments apply to the carrying out of development on this land? *(Including planning proposals and proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no proposed environmental planning instruments that apply to this land.

(3) Which development control plans apply to the carrying out of development on this land?

Ku-ring-gai Development Control Plan

SPECIAL NOTE: A development control plan adds further detail to local environmental plans and may address issues such as building design, car parking, landscaping etc. Copies of the Plans are available from Council.

(4) Which draft development control plans apply to the carrying out of development on this land? *(Including draft development control plans that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no draft development control plans that apply to this land

2. Zoning and land use under relevant local environmental plans (other than a SEPP or proposed SEPP)

(a) *What is the zoning of this property and the relevant environmental planning instrument?*

(i) High Density Residential

(ii) R4

under the provisions of Ku-ring-gai Local Environmental Plan 2015

(b) (i) *What does not require development consent under the above environmental planning instrument?*

Home occupations.

Note: Please refer to the provisions for Exempt and Complying Development as described in Part 3 of Ku-ring-gai Local Environmental Plan 2015.

(ii) *What does require development consent under the above environmental planning instrument?*

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Shop top housing.

(iii) *What is prohibited under the above environmental planning instrument?*

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (b)(i) or (b)(ii)

(iv) *What is the proposed zoning of this property and the relevant proposed environmental planning instrument?*

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(v) *What does not require development consent under the above proposed environmental planning instrument?*

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(vi) *What does require development consent under the above proposed environmental planning instrument?*

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(vii) What is prohibited under the above proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(d) Do any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land?

There are no provisions in Ku-ring-gai Local Environmental Plan 2015 that regulate minimum dimension sizes for the erection of a dwelling house on this property.

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

No.

(f) Is the land in a conservation area?

No.

SPECIAL NOTE: A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Planner can provide you with more information on this matter.

(g) Is an item of environmental heritage situated on the land?

No.

SPECIAL NOTE: You are advised that the consent authority may, before granting consent to any development: (a) on land on which a heritage item is located, or (b) on land that is within a heritage conservation area, or (c) on land that is within the vicinity of land referred to in paragraph (a) or (b), require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

3. Contribution plans

(1) Which contribution plans or draft contribution plans apply if this land under the Act, Division 7.1?

Ku-ring-gai Contributions Plan 2010 (s7.11).
Ku-ring-gai Council Section 7.12 Local Levy Contributions Plan 2023

(2) Is the land in a special contributions area under the Act, Division 7.1?

No

SPECIAL NOTE: A contributions plan outlines the financial costs Council levies if land is developed and Council believes the development will require additional infrastructure such as parks, roads etc. Copies of both the contributions plans are available on Council's website.

4. Complying development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if complying development may not be carried out on that land the reason why it may not be carried out under those clauses?

(Special Note: It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid).

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code **may** be carried out on the land.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Housing Code

Complying development under the Housing Code **may** be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Medium Density Housing Code **may** be carried out on the land.

Subdivision Code

Complying development under the Subdivision Code **may** be carried out on the land.

5. Exempt development

The extent to which the land is land on which exempt development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if exempt development may not be carried out on that land the reason why it may not be carried out under those clauses

Exempt development **may** be carried out on the land.

6. Affected building notices and building product rectification orders

- (1) *Is there any affected building notice of which council is aware that is in force in respect of the land?***

No.

- (2) *Is there any building product rectification order of which council is aware that is in force in respect of the land and has not been fully complied with?***

No.

- (3) *Has any notice of intention to make a building product rectification order of which council is aware has been given in respect of the land and is outstanding?***

No.

SPECIAL NOTE: The terms "affected building notice" and "building product rectification order" have the same meaning as in the Building Products (Safety) Act 2017.

7. Land reserved for acquisition

Do any environmental planning instruments or proposed environmental planning instruments referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, 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 under the Roads Act, any environmental planning instrument or any resolution of council?

No.

9. Flood related development controls information

Is the land or part of the land within the flood planning area and subject to flood related development controls?

No.

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

No.

SPECIAL NOTE: Flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
Probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions.

Is the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, contamination, acid sulphate soils or other risk (other than flooding)?

No.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

11. Bush fire prone land

Is the land bush fire prone land?

No.

SPECIAL NOTE: Bush fire prone land is defined in section 4 of the Environmental Planning and Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area". The "area" is the local government area of Ku-ring-gai.

12. Loose-fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

NSW Fair Trading has not provided Council with written confirmation that this property is listed on the Loose-Fill Asbestos Insulation Register.

SPECIAL NOTE: Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register contact NSW Fair Trading. Tel: 13 32 20 or www.loosefillasbestos.nsw.gov.au.

13. Mine subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No. Council has not been notified that the land is subject to such a proclamation.

14. Paper subdivision information

Is the land, land subject to a development plan adopted by a relevant authority, land proposed to be subject to a consent ballot or land subject to a subdivision order?

Not applicable.

SPECIAL NOTE: Words and expressions used in this item have the same meaning as Part 10 of the Environmental Planning and Assessment Regulation 2021. And Assessment Act 1979, Schedule 7

15. Property vegetation plans

Is the land, land to which a property vegetation plan under Native Vegetation Act 2003 applies?

Council has not been notified that the land is subject to an approved property vegetation plan.

16. Biodiversity stewardship sites

Is the land, land that is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016?

Council has not been notified that the land is biodiversity stewardship land.

SPECIAL NOTE: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

Is the land, land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

Council has not been notified that the land is biodiversity certified land.

SPECIAL NOTE: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

18. Orders under Trees (Disputes between Neighbours) Act 2006

Is the land, subject to an order under the Tree (Disputes between neighbours) Act 2006 to carry out work in relation to a tree on the land?

Council has not been notified that the land is subject to such an order.

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Not applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

20. Western Sydney Aerotropolis

Not Applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

21. Development consent conditions for seniors housing

Is there a current site compatibility certificate (seniors housing), of which council is aware, in respect of proposed development on the land issued under clause 24 of the repealed State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?

The land is not subject to such a current site compatibility certificate (seniors housing) of which Council is aware.

SPECIAL NOTE: State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 repealed on 26 November 2021 by State Environmental Planning Policy (Housing) 2021

22. Site Compatibility certificates and development consent conditions for affordable housing

Is there a current site compatibility certificate (affordable housing), of which council is aware, in respect of proposed development on the land issued under clause 39 of State Environmental Planning Policy (Housing) 2021?

The land is not subject to such a current site compatibility certificate (affordable housing) of which Council is aware.

The following matters are prescribed by Section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

- (a) *Is the land to which this certificate relates significantly contaminated land within the meaning of that Act?***

No.

- (b) *Is the land to which this certificate relates subject to a management order within the meaning of that Act?***

No.

- (c) *Is the land to which this certificate relates subject to an approved voluntary management proposal within the meaning of that Act?***

No.

- (d) *Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?***

No.

- (e) *Is the land of which this certificate relates subject to a site audit statement within the meaning of the Act?***

No.

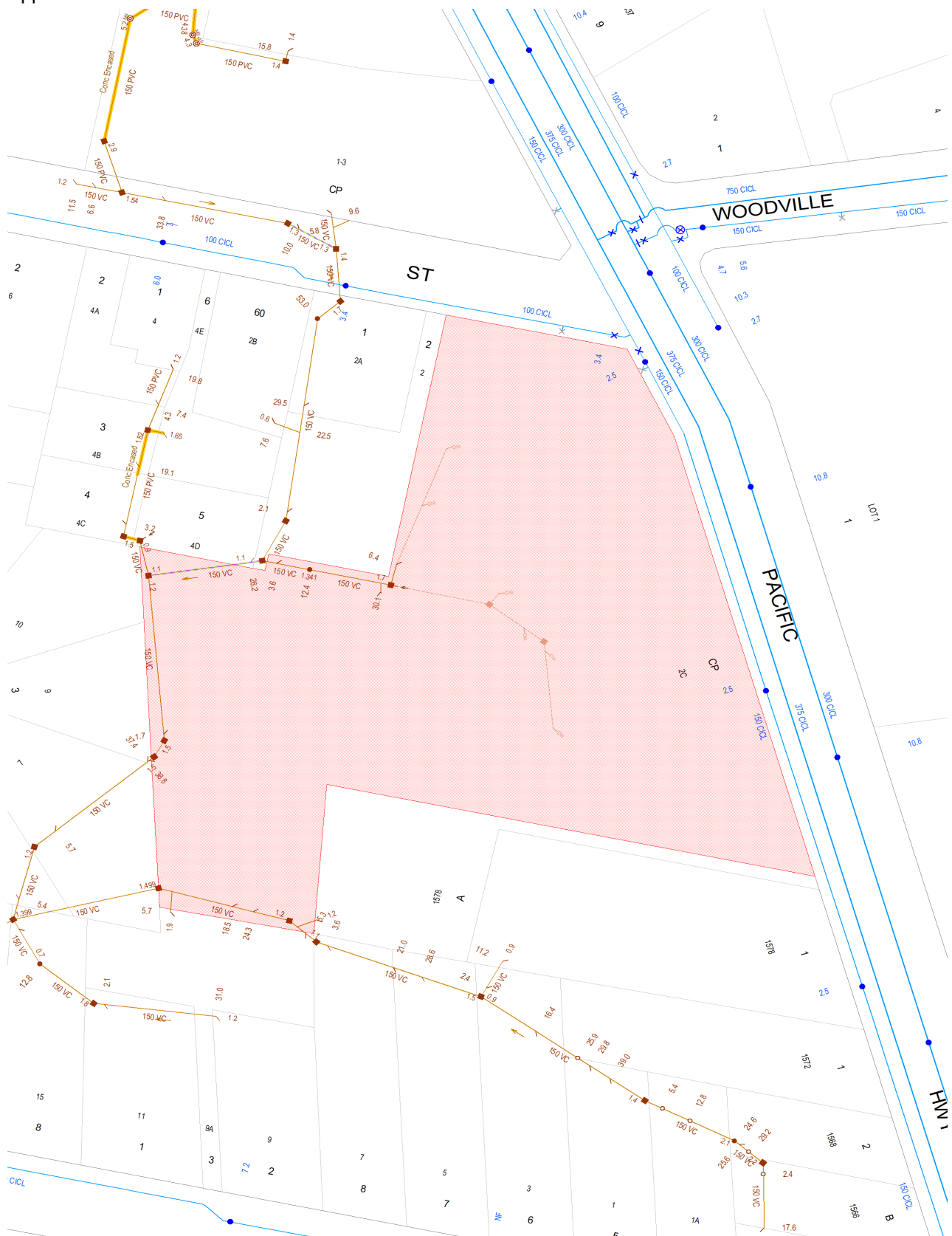
SPECIAL NOTE: If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email info@environment.nsw.gov.au.



David Marshall
Acting General Manager

Service Location Print
Application Number: 8003031546

Application Number: 8003031546



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Disclaimer

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on 28 / 02 / 2023 at 301/451 Pitt Street, Haymarket NSW BETWEEN

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Kevin Ly

Phone:

Mobile: 0450 062 288

Email:

Other Contact Details:

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides:

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

301/451 Pitt Street, Haymarket NSW 2000

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Hui Lin YONG & Beverly Pamela PEREIRA - YONG

Address for service of notices (if not address of Residential Premises):

Phone: 0423 041 495

Mobile: 0421 699 915

Email: bernard_yong2000@yahoo.com; bevpp@yahoo.com

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Ace Properties (Aust.) Pty Ltd

Address: 301/451 Pitt Street

ACN: 105432666

Haymarket NSW 2000

ABN: 16105432666

Phone: (02) 9212 2282

Mobile:

Email: info@aceproperties.com.au

Licence No.: 1226886

Licence Expiry: 25/08/2024

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☒ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☐ Other (Please specify)

☐ Periodic (no end date)

starting on: 15 / 04 / 2023 and ending on: 15 / 04 / 2024 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

28/2 8/4

RESIDENTIAL PREMISES *Note: Insert any excluded items in the Other Additional Terms Item on the signature page*

The residential premises are: **335/2C Munderah Street Wahroonga NSW 2076**

The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)*

1 car space

RENT/RENT INCREASE

The rent is: **\$585.00** per: **week** payable in advance starting on: **15 / 04 / 2023**

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

Rent Increase 1: Then from: **/ /** pay: per: **week**

Rent Increase 2: Then from: **/ /** pay: per: **fornightly**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 75.2.

The tenant must pay the rent in advance on the **Friday** of every **fornightly** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **ACE Properties (Aust.) Pty Ltd** at: **301/451 Pitt Street, Haymarket**
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **ACE Properties (Aust.) Pty Ltd** Bank: **ANZ Bank**
BSB: **012 071** Account No.: **1084 12306** Payment Reference: **21400101**
or any other account nominated by the landlord; or

(c) as follows:

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENTAL BOND *(Cross out if there is not going to be a bond)*

A rental bond of **\$ 1880 (already paid)** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
☐ the landlord's agent, or
☒ NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **2** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)*

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Tommy 0413 432 347 OR Energy Australia 131535**

Phone:

Plumbing Repairs: **Tommy 0413 432 347**

Phone:

Building Repairs: **Info@aceproperties.com.au**

Phone:

Other Repairs: **Tommy 0413 432 347**

Phone:

opp 134

WATER USAGE

Will the Tenant be required to pay separately for water usage? ☐ Yes ☒ No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? ☐ Yes ☒ No

Is gas supplied to the premises from an embedded network? ☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

SMOKE ALARMS

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

9V

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒ Yes ☐ No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: Info@aceproperties.com.au

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: bernard_yong2000@yahoo.com; bevpp@yahoo.com

[Specify email address to be used for the purpose of serving notices and documents.]

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report, prepared for a tenancy agreement dated 31 / 03 / 2011 and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

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STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
 - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and the tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree that:**
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees to:**

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. **The tenant agrees:**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note: A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

54. The tenant agrees:

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements:

55. ~~The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.~~

56.1 The tenant agrees:

- (a) ~~to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.~~
- (b) ~~where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.~~
- (c) ~~to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.~~
- (d) ~~when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.~~

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.

59.2 not to paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.

59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.

59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.

59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.

59.11 not to affix any television antenna to the premises.

59.12 not to maliciously or negligently damage the premises or any part of the premises.

59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.

59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.

59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

59.16 to notify the landlord of any infectious disease at the premises.

59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained;
 - (2) access gates and doors are securely closed at all times;
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
- (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
- (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool-related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term the tenant agrees:

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.

65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Furnigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 or if applicable, as set out in Annexure 1 of this agreement) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.
72. (a) Where the premises are subject to any of the Acts referred to in Clauses 38 and 39, the tenant will observe and comply with all applicable Strata or Community Scheme by-laws, management statements, and in force statutory instruments, Acts and Regulations.
- (b) Where the Strata or Community Scheme by-laws applicable to the Scheme differ from the by-laws contained in Annexure 1 of this agreement, the Strata or Community Scheme by-laws will apply.
- (c) Where the residential premises are an apartment, flat or unit but not subject to any of the Acts referred to in Clauses 38 and 39, the by-laws set out in Annexure 1 of this agreement will apply as Additional Terms to this agreement.

ADDITIONAL TERM - INSURANCE

73. The landlord is not responsible for insuring the tenant's own property.
74. The tenant agrees not to, by act or omission, either directly or indirectly, do anything which would:
- (a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
- (b) cause or expose the landlord to any claim on any such insurance policy; or
- (c) cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 75.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 75.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

76. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

77. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

78. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email, where the party has given express consent in accordance with clause 50; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 78(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.

- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

ANNEXURE 1

Model By-Laws / Additional Terms (Apartments, Flats and Units - Refer Clause 72)

Note - Where Clause 72(c) applies, the following clauses apply as Additional Terms to this Agreement, otherwise these by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1. Vehicles

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

2. Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

- (4) The owner of a lot must:

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

3. Damage to lawns and plants on common property

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

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4. Obstruction of common property

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

5. Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6. Noise

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

7. Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8. Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9. Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (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.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10. Preservation of fire safety

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

11. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13. Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

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

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

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

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

17. Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

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

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

18. Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

OTHER ADDITIONAL TERMS


Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

SIGNATURES

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD:



(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 15/12/23

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

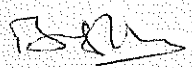
SIGNED BY THE LANDLORD:


(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 15/12/23


Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:


(Signature of tenant)

Date: 7/3/2023

SIGNED BY THE TENANT (2):


(Signature of tenant 2)

Date: 7/3/2023

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

Date: 1/1

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

Date: 1/1

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S:


(Signatures of tenants)

Date: 7/3/2023

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

