

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co Shop 2N, 351 Oran Park Drive, Oran Park NSW 2570 info@simonpropertyco.au leon@simonpropertyco.au	Phone: 02 4602 2000 Ref: Leon Angelis 0432 684 455
co-agent		
vendor	Lisa Lee Johnson 67/1 Bathurst Street, Liverpool NSW 2170	
vendor's solicitor	Corella Conveyancing Pty Ltd PO Box 7133, Mount Annan NSW 2567 Email: sharyn@corellaconveyancing.au	Phone: 0438 390 508 Ref: SLR: 719008
date for completion	35th day after the contract date (clause 15)	
land (address, plan details and title reference)	67/1 Bathurst Street, Liverpool NSW 2170 Lot 67 in Strata Plan 101845 Folio identifier: 67/SP101845	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☒ curtains	☐ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☒ EV charger	☐ pool equipment	☐ TV antenna
	☒ other: Dryer, plantation shutters, Water filter tap			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

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

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

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

Strive Strata PO Box 520 Hurstville BC NSW 1481
Ph: 1300 002 888
E: admin@strivestrata.com.au

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 – • 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 – • 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.

67 /1 BATHURST ST LIVERPOOL NSW 2170

SPECIAL CONDITIONS

1. Amendments to Printed Form

- (a) Clause 7.1.1 is deleted.
- (b) Clause 18.8 is added: "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
- (c) Clauses 23.13 and 23.14 are deleted.
- (d) Clause 25 is deleted.
- (e) Clause 31.2 is deleted.

2. Discrepancy

In the event of any conflict between these Special Conditions and the printed form clauses contained in the Contract, then these Special Conditions shall prevail.

3. Severability

Should any one or more of these Special Conditions or any part of them be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be prejudiced, affected or impaired in any way.

4. Death or Incapacity

If at any time prior to completion of this Contract either party or any one of them should die, become mentally ill, be incarcerated or be declared bankrupt or, being a company, be wound up or placed into receivership or official management, then either party may by written notice to the other rescind this Contract and the provisions of Clause 19 shall apply.

5. Agent

The Purchaser warrants that it was not introduced to the property or the Vendor by or through any real estate agent, corporation or other person entitled to claim commission as a result of this sale, other than the Agent specified in this Contract.

The Vendor warrants that it has not entered into any agreement to sell the property through any real estate agent other than the real estate agent named on the front page of this Contract.

This clause shall not merge on completion.

6. Condition of Property and Inclusions

The Purchaser acknowledges that the property is being sold in its present condition and state of repair at the date of this Contract, subject to fair wear and tear, with any defect whether latent or patent and subject to any infestation or dilapidation, existing services and connections in respect of the property.

7. Representations and Warranties

- (a) The Purchaser does not rely on any statement, representation or warranty made by or on behalf of the Vendor other than as contained in this Contract and relies on its own

inspection, knowledge and enquiries with respect to the property, its locality, and its suitability for use or purpose.

- (b) The Purchaser acknowledges that this Contract constitutes the entire agreement between the parties as at the date of this Contract and does not rely on any document, advertisement, agreement or arrangement whether oral or in writing as adding to or amending this Contract.

8. Deposit by Instalments

The Vendor requires the Purchaser to pay the full amount of the 10% deposit under this Contract. If requested in writing by the Purchaser, the Vendor may agree to accept payment of the deposit by way of instalments as follows:

- (a) 50% of the deposit payable on the date of this Contract or prior to the expiry of the cooling off period (if any); and
- (b) The remaining 50% of the deposit payable on the earlier of:
 - (i) completion of this Contract; or
 - (ii) default or breach of an essential term of this Contract by the Purchaser; or
 - (iii) the expiry of a notice by which time is of the essence.

9. Release of Deposit

The Purchaser agrees to release the whole or any part of the deposit paid for the Vendor to use:

- (a) as a deposit on any real property being purchased by the Vendor, such deposit payable to the trust account of a Solicitor, Licensed Conveyancer or Real Estate Agent and shall not be further released; and/or
- (b) as a deposit to a builder for the construction of a new dwelling; and/or
- (c) payment of stamp duty on the purchase of another property in the State of New South Wales; and/or
- (d) payment of the balance of settlement moneys required on the purchase of another property settling simultaneously with this sale; and/or
- (e) payment of the vendor's rent in advance and Rental Bond.

10. Deposit Bond

This clause applies if the Vendor agrees to accept a deposit bond or guarantee.

In this Contract the word "Bond" means a Deposit Guarantee Bond or Bank Guarantee issued to the Vendor at the request of the Purchaser by an acceptable institution (the "Guarantor") and in a form approved by the Vendor.

Delivery of the Bond to the Vendor's Licensed Conveyancer no later than the time the deposit is required to be paid shall be deemed to be payment of the deposit in accordance with this Contract.

On completion of the Contract the Purchaser shall pay to the Vendor the amount stipulated in the Bond in addition to all other moneys required to be paid pursuant to this Contract.

If the Vendor serves on the Purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the Guarantor, the Purchaser shall immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.

11. Notice to Complete

- (a) If either party is unable or unwilling to complete by the completion date stipulated under this Contract, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such notice shall allow not less than fourteen (14) clear days before the time for completion becomes essential.
- (b) A notice to complete may be withdrawn at any time prior to the expiry of the notice without prejudicing a party's right to serve a further notice.
- (c) If the Vendor serves a valid notice to complete on the Purchaser then the Purchaser shall pay to the Vendor on completion the sum of \$330.00, being a genuine estimate of the Vendor's legal costs, and payment of that amount is an essential term of this Contract.

12. Delayed settlement

If the Purchaser does not complete the Contract by the completion date, without default by the Vendor, then the Purchaser shall pay interest on the balance of the purchase price at the rate of ten per cent (10%) per annum calculated on a daily basis from the completion date to the actual date of completion, inclusive of both days. The Vendor and Purchaser agree that this is a genuine pre-estimate of the liquidated damages the Vendor is likely to suffer as a result of completion not taking place on or before the completion date. Such interest is payable on completion and is an essential term of this Contract.

13. Adjustments

The Vendor and Purchaser agree that should any apportionment of outgoings required to be made under this Contract be incorrectly calculated or overlooked on completion, then either party may request the other party to correct a calculation and payment will be made forthwith to the party to whom it is payable. This clause shall not merge on completion.

14. Failed Settlement

If the Purchaser cancels settlement after appropriate arrangements have been made then the Purchaser will allow the sum of \$220 including GST to the Vendor on settlement for the additional legal costs incurred by the Vendor for rescheduled settlement.

15. Requisitions on Title

The Vendor and Purchaser agree that the only form of general requisitions on title the Purchaser may make under Printed Clause 5 are the requisitions on title annexed to this Contract (Requisitions).

16. DELETED

17. DELETED

18. Guarantee and Indemnity

If the Purchaser is a corporation it is an essential condition of this contract that the authorised person or persons who affixed their signature to this contract on behalf of the Purchaser must:

- (a) Guarantee the performance by the Purchaser of all the obligations of the Purchaser under this contract; and
- (b) Indemnify and keep the Vendor indemnified against any loss or damage which the Vendor may suffer as a consequence of the Purchaser's failure to perform its obligations under this contract.

The person or persons who have signed this contract as authorised representatives of the Purchaser are deemed to be Guarantor(s) and are bound by the terms of this special condition.

19. Foreign Acquisitions and Takeovers Act 1975

The Purchaser indemnifies the Vendor against any loss the Vendor may suffer or incur as a result either directly or indirectly of the Purchaser's breach of promise contained in printed clause 22.1.

20. Special Levies or Extraordinary Levies

The Vendor and Purchaser agree that where any special levy or extraordinary levy was struck prior to the date of this Contract then:

- (a) The Vendor is to pay that portion of the levy which falls due for payment prior to the date of this Contract; and
- (b) The Purchaser is to pay that portion of the levy which falls due for payment after the date of this Contract.

REQUISITIONS ON TITLE

VENDOR:

PURCHASER:

Many issues normally the subject of requisitions are covered by the law, the contract and pre-contract investigations and negotiations. Making the usual requisitions and receiving the usual replies dealing with the plethora of potentially relevant matters has been reduced to a few general questions allowing the vendor to easily reply appropriately.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything else that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?

5. Are there any licenses or agreements relating to pipelines, soil conservation or timber harvesting?
6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 67/SP101845

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/9/2025	1:52 PM	2	17/6/2022

LAND

LOT 67 IN STRATA PLAN 101845
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

LISA LEE GOETZE (T AS226211)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101845
- 2 AS226212 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 18/9/2025



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101845

SEARCH DATE	TIME	EDITION NO	DATE
18/9/2025	1:52 PM	4	7/7/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101845
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101845

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101845
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 520
HURSTVILLE BC
NSW 1481

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J596499 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 J587858 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 DP1260684 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE
PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1260684 EASEMENT FOR PADMOUNT SUBSTATION 2.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 6 DP1260684 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 DP1260684 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1260684 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE
S.88B INSTRUMENT
- 9 DP1260684 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 10 DP1260684 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE
S.88B INSTRUMENT
- 11 DP1260684 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101845

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

12 AR895774 INITIAL PERIOD EXPIRED
13 AS284499 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 101845

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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SP 61958

SP 91859

SP 77272



LOCATION PLAN

NOTES

- B DENOTES BALCONY
- T DENOTES TERRACE
- CP DENOTES COMMON PROPERTY
- CY DENOTES COURTYARD
- CPB DENOTES COMMON PROPERTY (PLANTER BOX)
- CPF DENOTES COMMON PROPERTY (FIRE HYDRANT)
- CPG DENOTES COMMON PROPERTY (GARDEN)
- CRP DENOTES COMMON PROPERTY (DRIVEWAY RAMP)
- CPM DENOTES COMMON PROPERTY (MAIL BOXES)
- CL DENOTES COMMON PROPERTY (LIFT)
- CPT DENOTES COMMON PROPERTY (TOILET)
- CST DENOTES COMMON PROPERTY (STAIRS)
- CPPR DENOTES COMMON PROPERTY (PUMP ROOM)

- (X) COVENANT (J587/858)
- (Y) COVENANT (J596/499)

- (A) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1260684)
- (B) EASEMENT FOR PADMOUNT SUBSTATION 2.9 WIDE (DP 1260684)

SURVEYOR
Name: COLIN JOHN FOULDS
Date: 01/07/2020
Reference: SH122671

PLAN OF SUBDIVISION OF LOT 1 IN DP 1260684

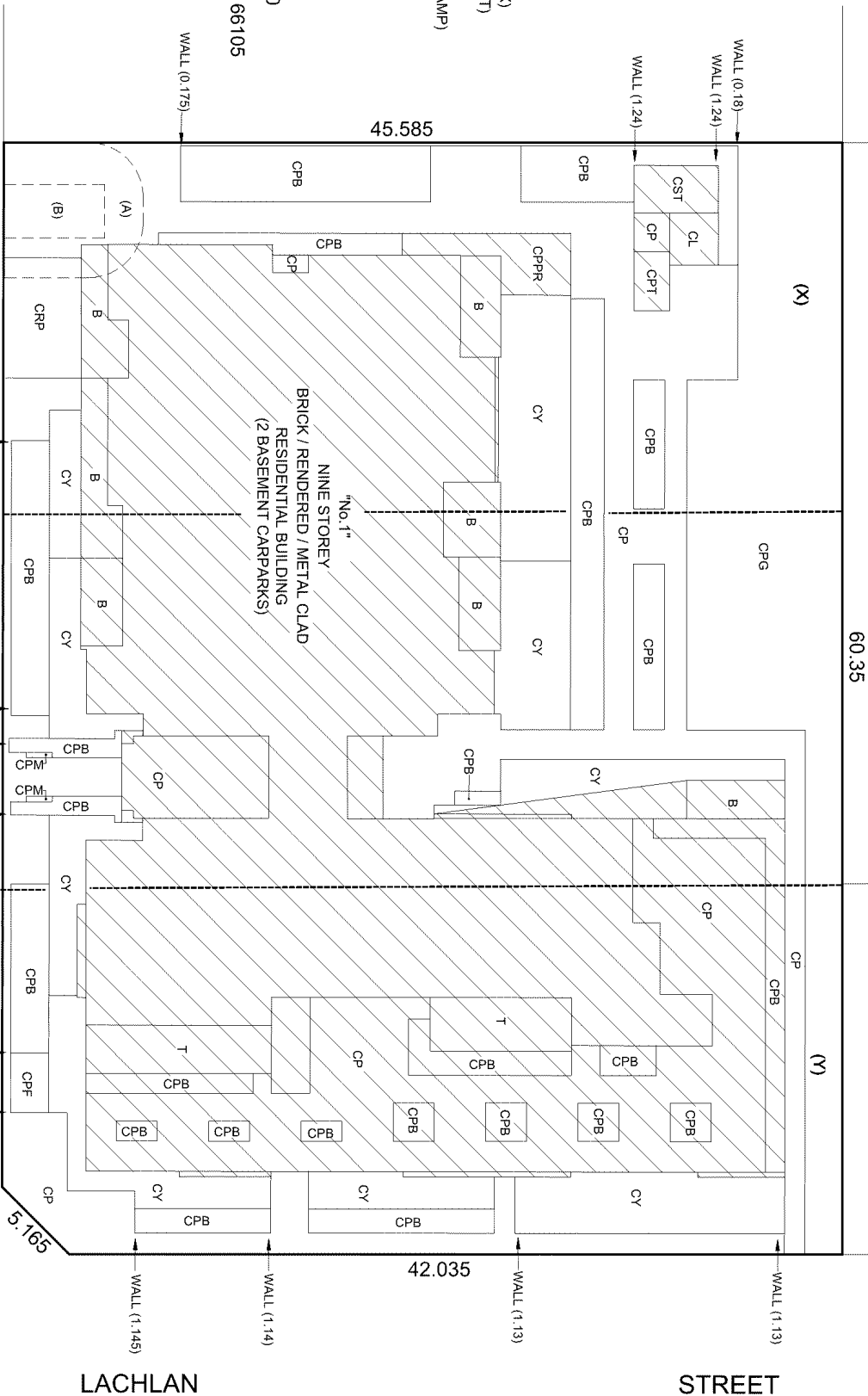
L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:250
Lengths are in metres

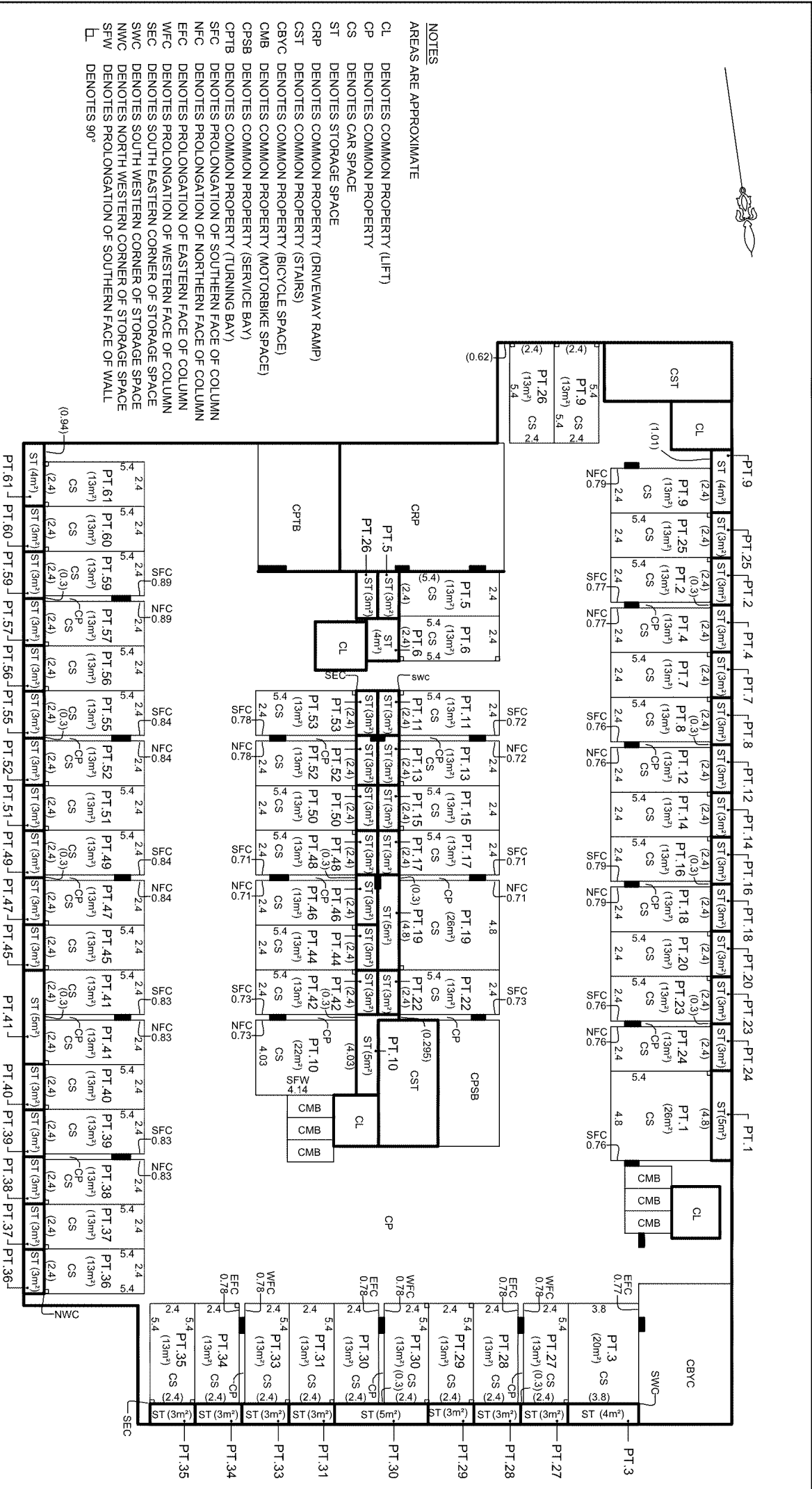
REGISTERED

19.08.2020



SP101845





SURVEYOR
Name: COLIN JOHN FOULDS
Date: 01/07/2020
Reference: S#122671

PLAN OF SUBDIVISION OF
LOT 1 IN DP 1260684

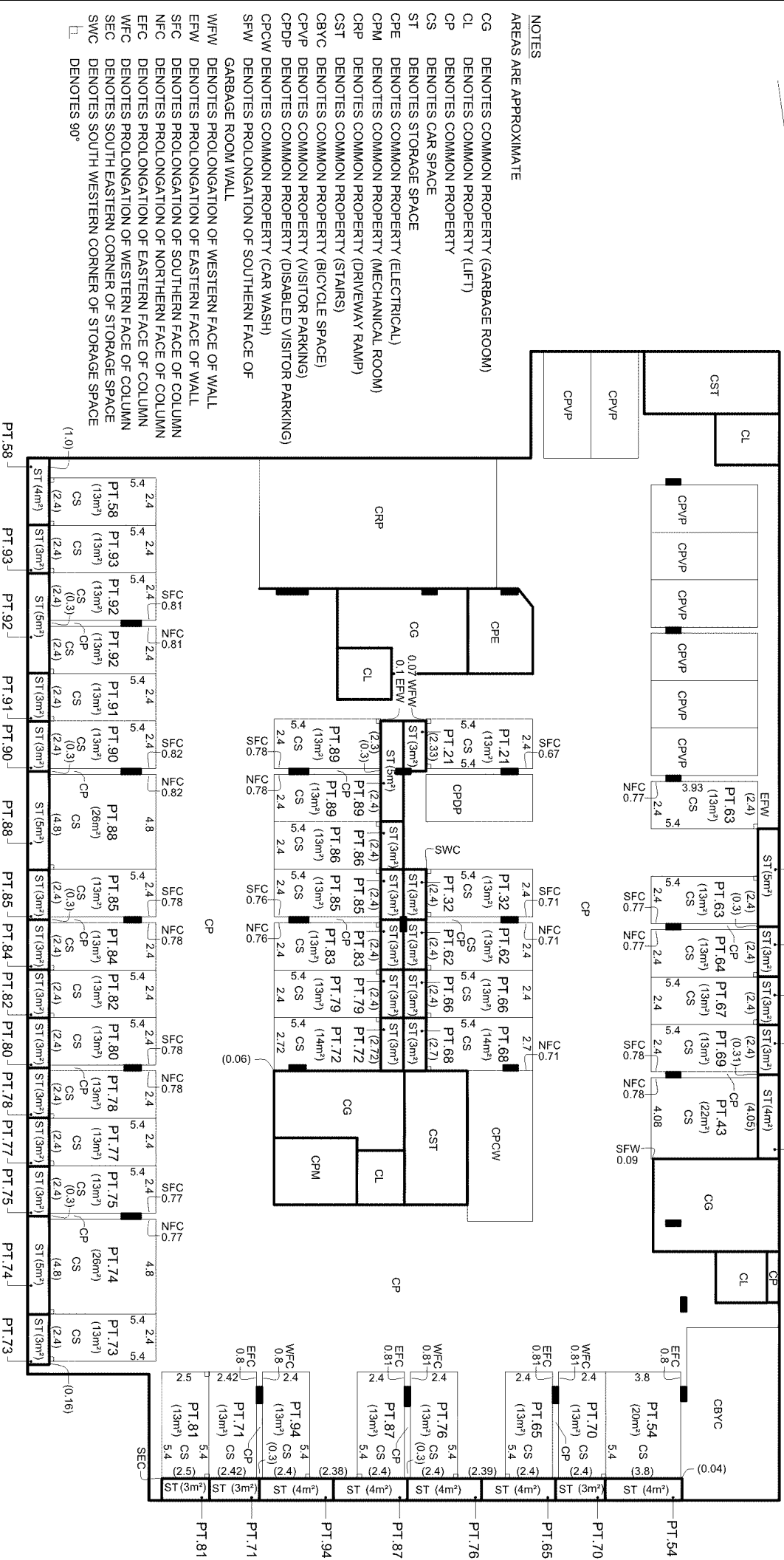
L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres

BASEMENT 2 FLOOR PLAN

REGISTERED

19.08.2020

SP101845

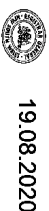


BASEMENT 1 FLOOR PLAN

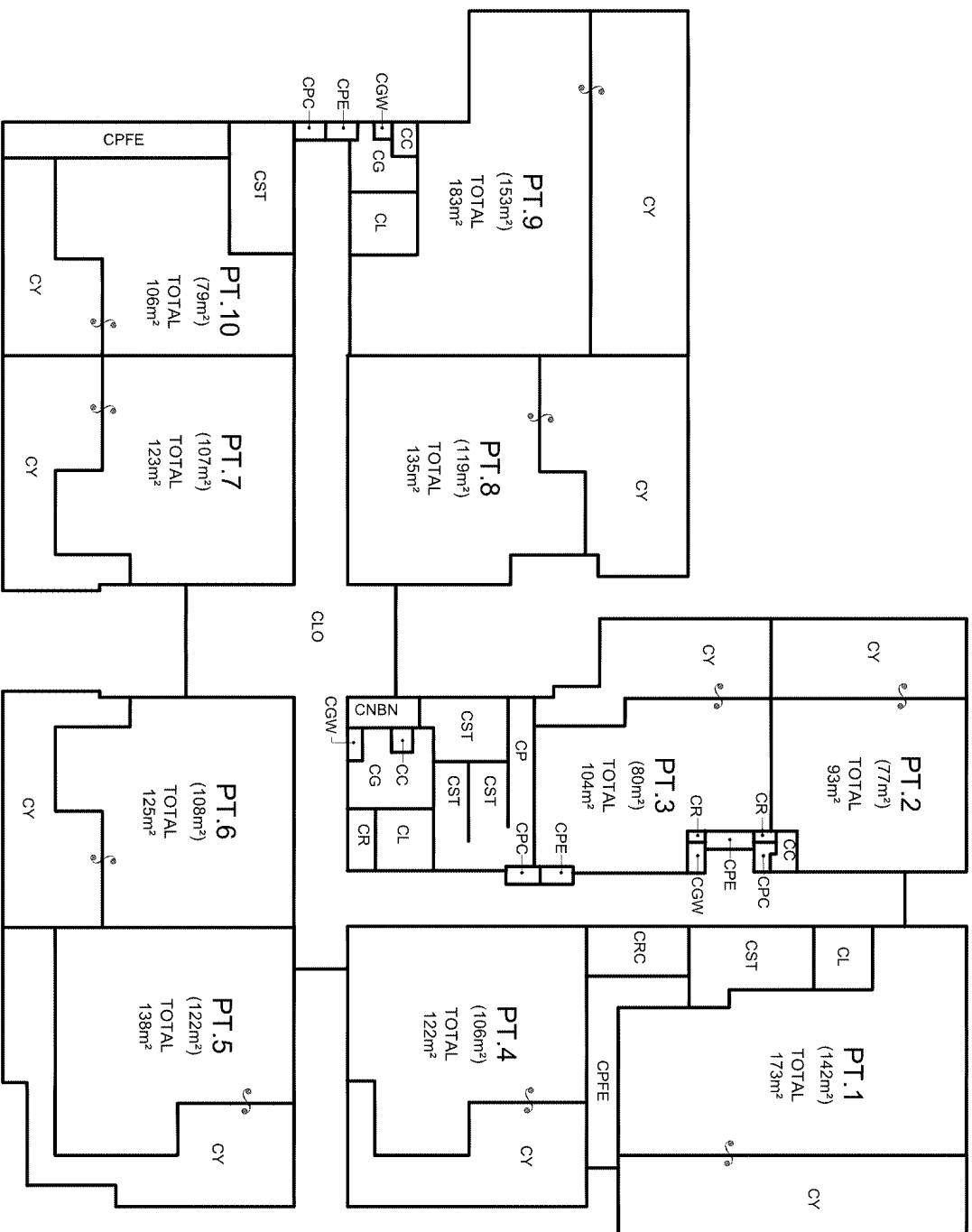
SURVEYOR
Name: COLIN JOHN FOULDS
Date: 01/07/2020
Reference: SH122671

**PLAN OF SUBDIVISION OF
LOT 1 IN DP 1260684**

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres



SP101845



GROUND FLOOR PLAN

NOTES
AREAS ARE APPROXIMATE ONLY AND INCLUDE COURTYARDS

CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
CL DENOTES COMMON PROPERTY (LIFT)
CP DENOTES COMMON PROPERTY
CR DENOTES COMMON PROPERTY (RISER)
CY DENOTES COURTYARD
CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
CLO DENOTES COMMON PROPERTY (LOBBY)
CPC DENOTES COMMON PROPERTY (COMMS)
CPE DENOTES COMMON PROPERTY (ELECTRICAL.)
CRC DENOTES COMMON PROPERTY (RECYCLE BINS)
CST DENOTES COMMON PROPERTY (STAIRS)
CPFE DENOTES COMMON PROPERTY (FIRE ESCAPE)
CBN DENOTES COMMON PROPERTY (BNB & SECURITY ROOM)

COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.
FOR CLARITY NOT ALL PILLARS AND DUCTS HAVE BEEN SHOWN.

SURVEYOR
Name: COLIN JOHN FOULDS
Date: 01/07/2020
Reference: SH122671

PLAN OF SUBDIVISION OF LOT 1 IN DP 1260684

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED



19.08.2020

SP101845

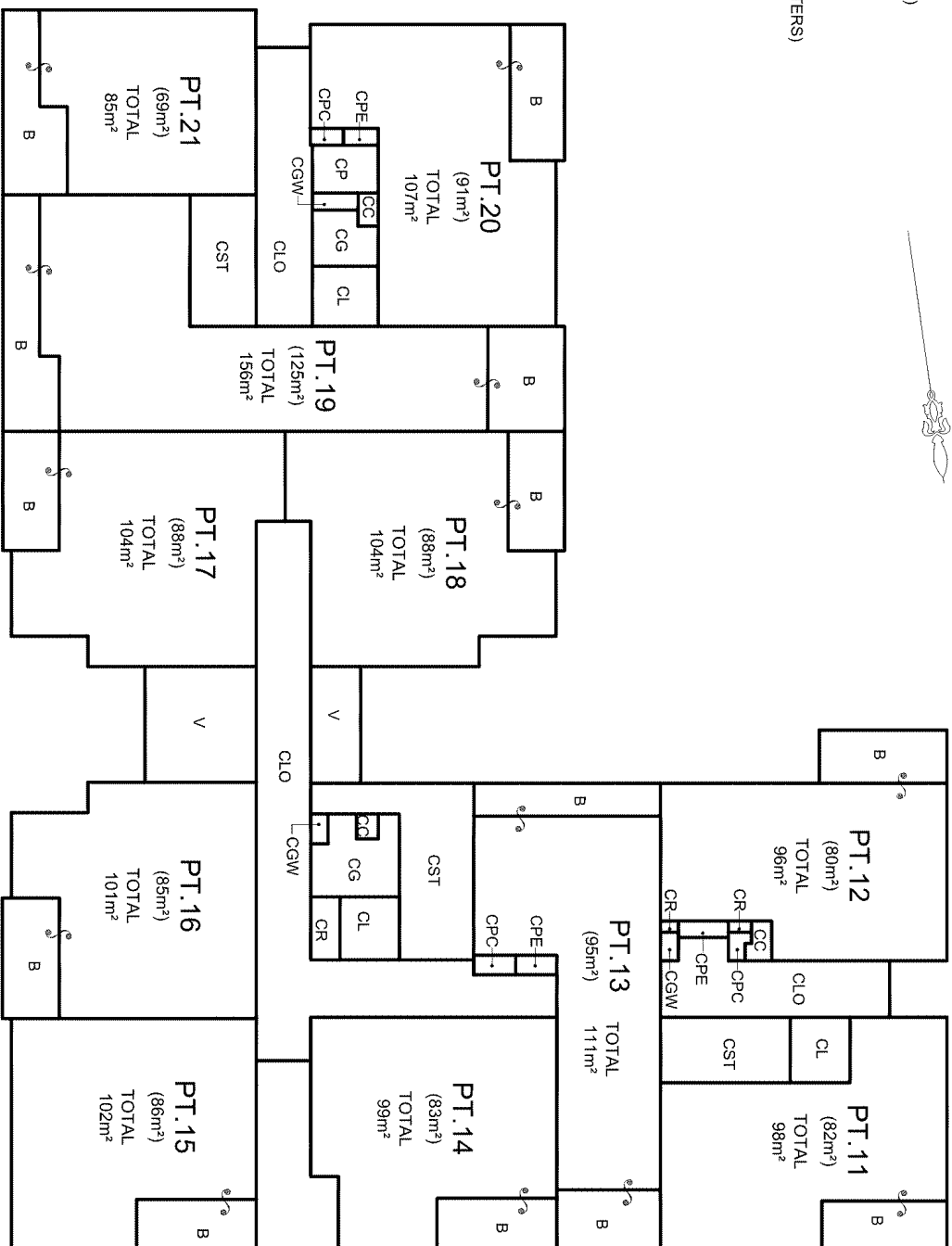
NOTES

AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES

- B DENOTES BALCONY
CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
CL DENOTES COMMON PROPERTY (LIFT)
CP DENOTES COMMON PROPERTY
CR DENOTES COMMON PROPERTY (RISER)
CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
CLO DENOTES COMMON PROPERTY (LOBBY)
CPC DENOTES COMMON PROPERTY (COMMONS)
CPE DENOTES COMMON PROPERTY (ELECTRICAL)
CST DENOTES COMMON PROPERTY (STAIRS)
V DENOTES COMMON PROPERTY (VOID)

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.

FOR CLARITY NOT ALL PILLARS AND DUCTS HAVE BEEN SHOWN.



LEVEL 1 FLOOR PLAN

SURVEYOR

Name: COLIN JOHN FOULDS

Date: 01/07/2020

Reference: SH122671

PLAN OF SUBDIVISION OF
LOT 1 IN DP 1260684

L.G.A.: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

Lengths are in metres

REGISTERED

19.08.2020



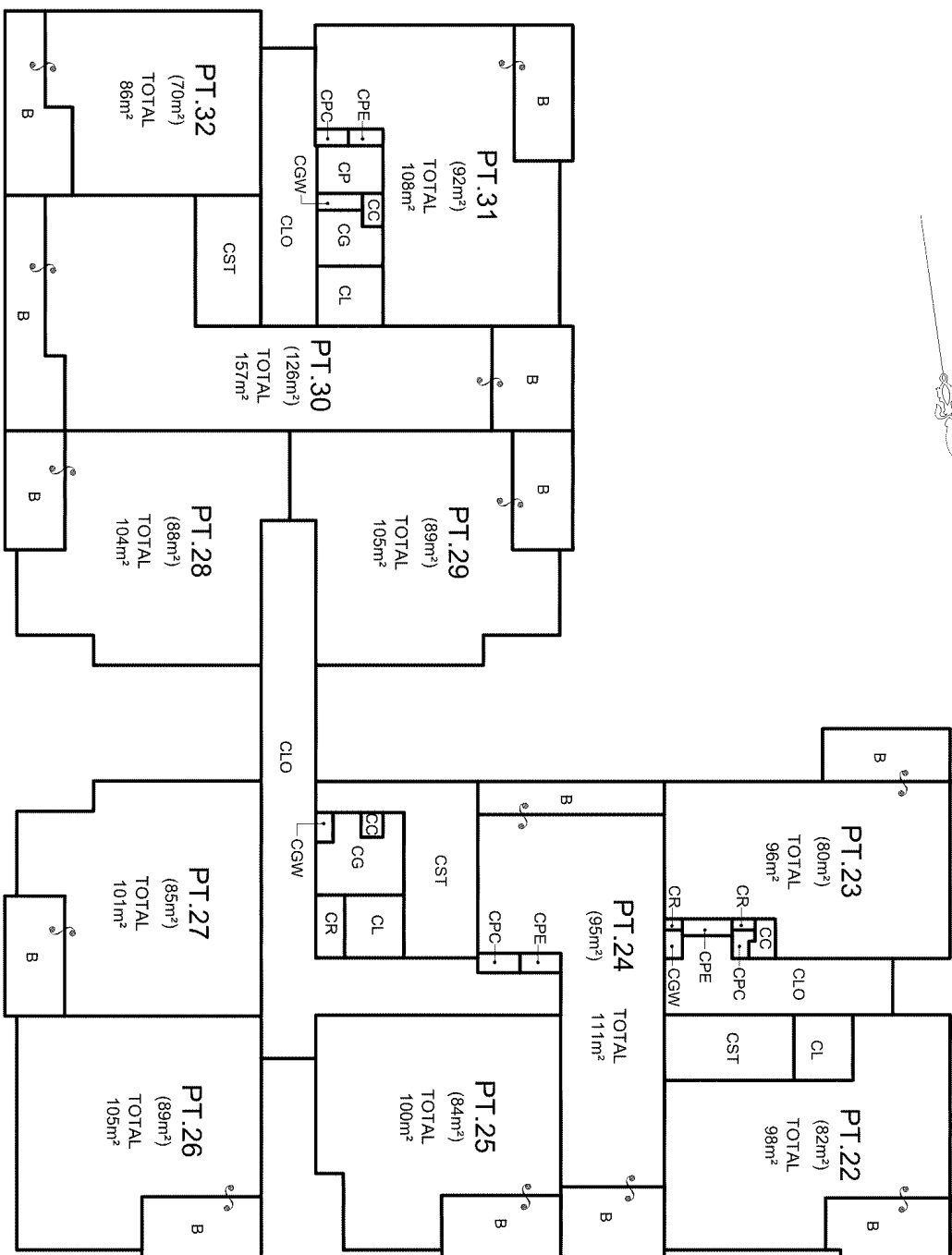
SP101845

NOTES

AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES

- B DENOTES BALCONY
 CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
 CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
 CL DENOTES COMMON PROPERTY (LIFT)
 CP DENOTES COMMON PROPERTY
 CR DENOTES COMMON PROPERTY (RISER)
 CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
 CLO DENOTES COMMON PROPERTY (LOBBY)
 CPC DENOTES COMMON PROPERTY (COMMS)
 CPE DENOTES COMMON PROPERTY (ELECTRICAL)
 CST DENOTES COMMON PROPERTY (STAIRS)

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 FOR CLARITY NOT ALL PILARS AND DUCTS HAVE BEEN SHOWN.



LEVEL 2 FLOOR PLAN

SURVEYOR

Name: COLIN JOHN FOULDS

Date: 01/07/2020

Reference: SH122671

PLAN OF SUBDIVISION OF
LOT 1 IN DP 1260684

REGISTERED

19.08.2020

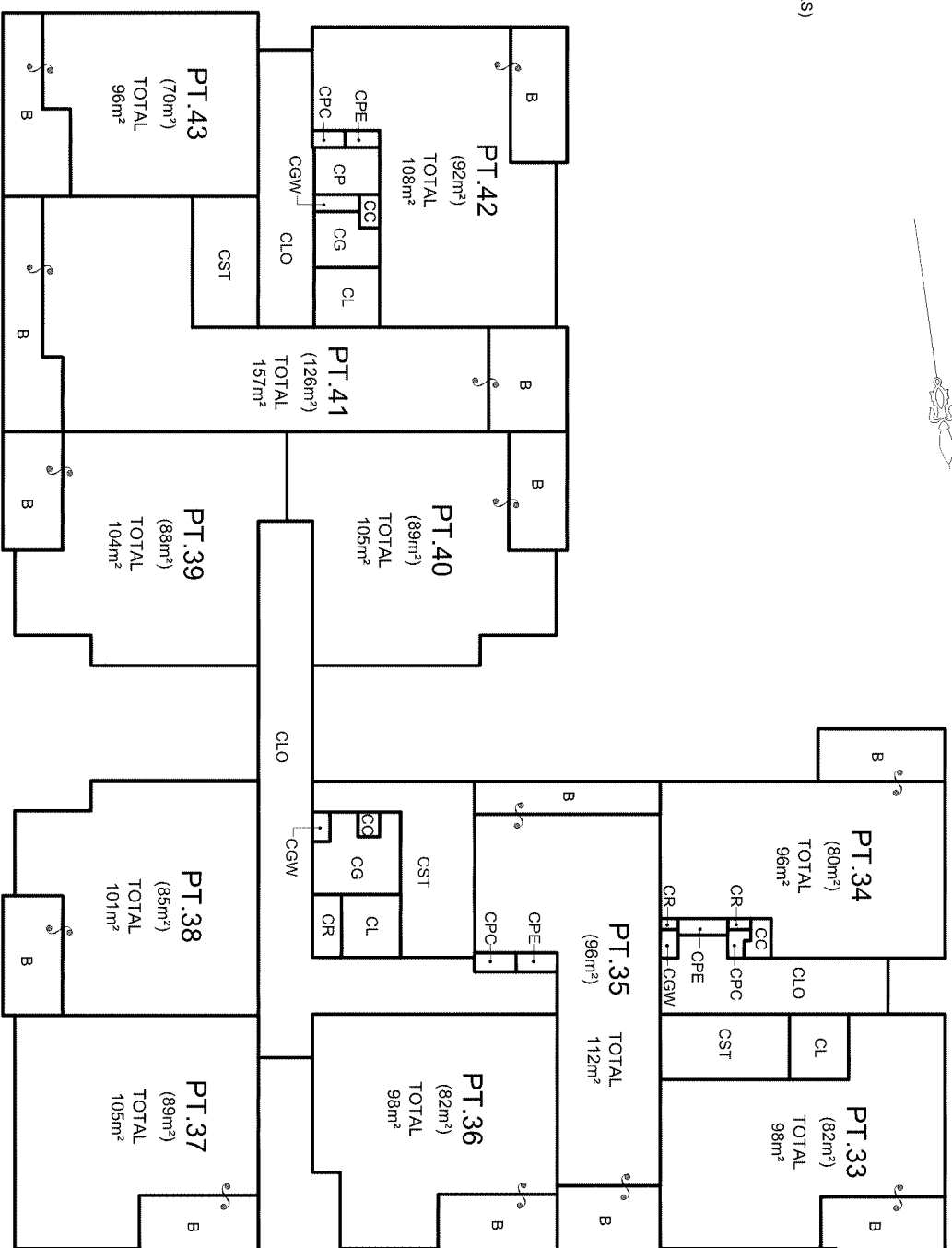


SP101845

NOTES
AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES

B DENOTES BALCONY
CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
CL DENOTES COMMON PROPERTY (LIFT)
CP DENOTES COMMON PROPERTY
CR DENOTES COMMON PROPERTY (RISER)
CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
CLO DENOTES COMMON PROPERTY (LOBBY)
CPC DENOTES COMMON PROPERTY (COMMS)
CPE DENOTES COMMON PROPERTY (ELECTRICAL)
CST DENOTES COMMON PROPERTY (STAIRS)

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.
FOR CLARITY NOT ALL PILLARS AND DUCTS HAVE BEEN SHOWN.



LEVEL 3 FLOOR PLAN

SURVEYOR

Name: COLIN JOHN FOULDS

Date: 01/07/2020

Reference: SH122671

PLAN OF SUBDIVISION OF LOT 1 IN DP 1260684

L.G.A.: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

Lengths are in metres

REGISTERED



19.08.2020

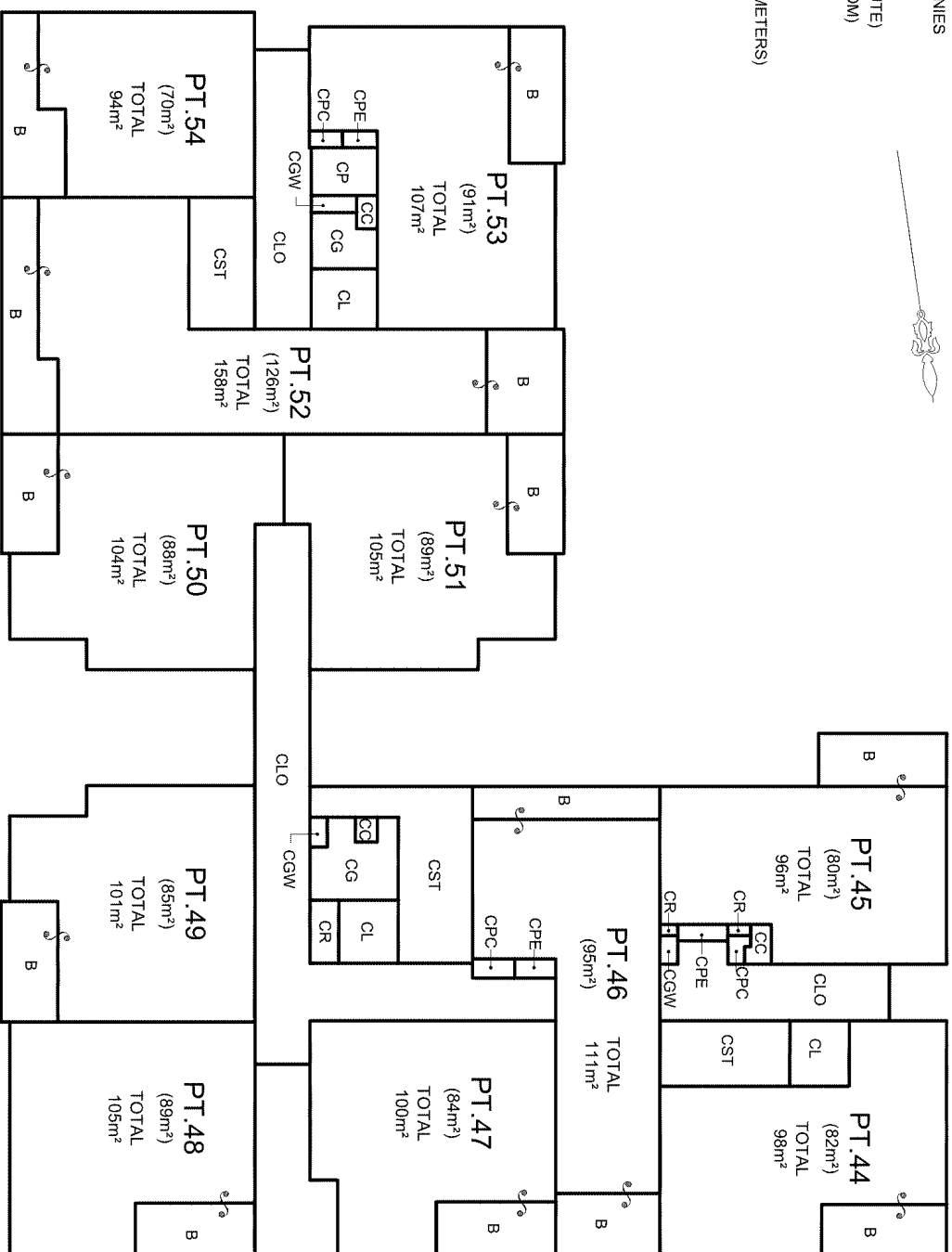
SP101845

NOTES

AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES

- B DENOTES BALCONY
- CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
- CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
- CL DENOTES COMMON PROPERTY (LIFT)
- CP DENOTES COMMON PROPERTY
- CR DENOTES COMMON PROPERTY (RISER)
- CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
- CLO DENOTES COMMON PROPERTY (LOBBY)
- CPC DENOTES COMMON PROPERTY (COMMS)
- CPE DENOTES COMMON PROPERTY (ELECTRICAL)
- CST DENOTES COMMON PROPERTY (STAIRS)

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.
FOR CLARITY NOT ALL PILARS AND DUCTS HAVE BEEN SHOWN.



LEVEL 4 FLOOR PLAN

SURVEYOR
Name: COLIN JOHN FOULDS
Date: 01/07/2020
Reference: SH122671

PLAN OF SUBDIVISION OF
LOT 1 IN DP 1260684

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED



19.08.2020

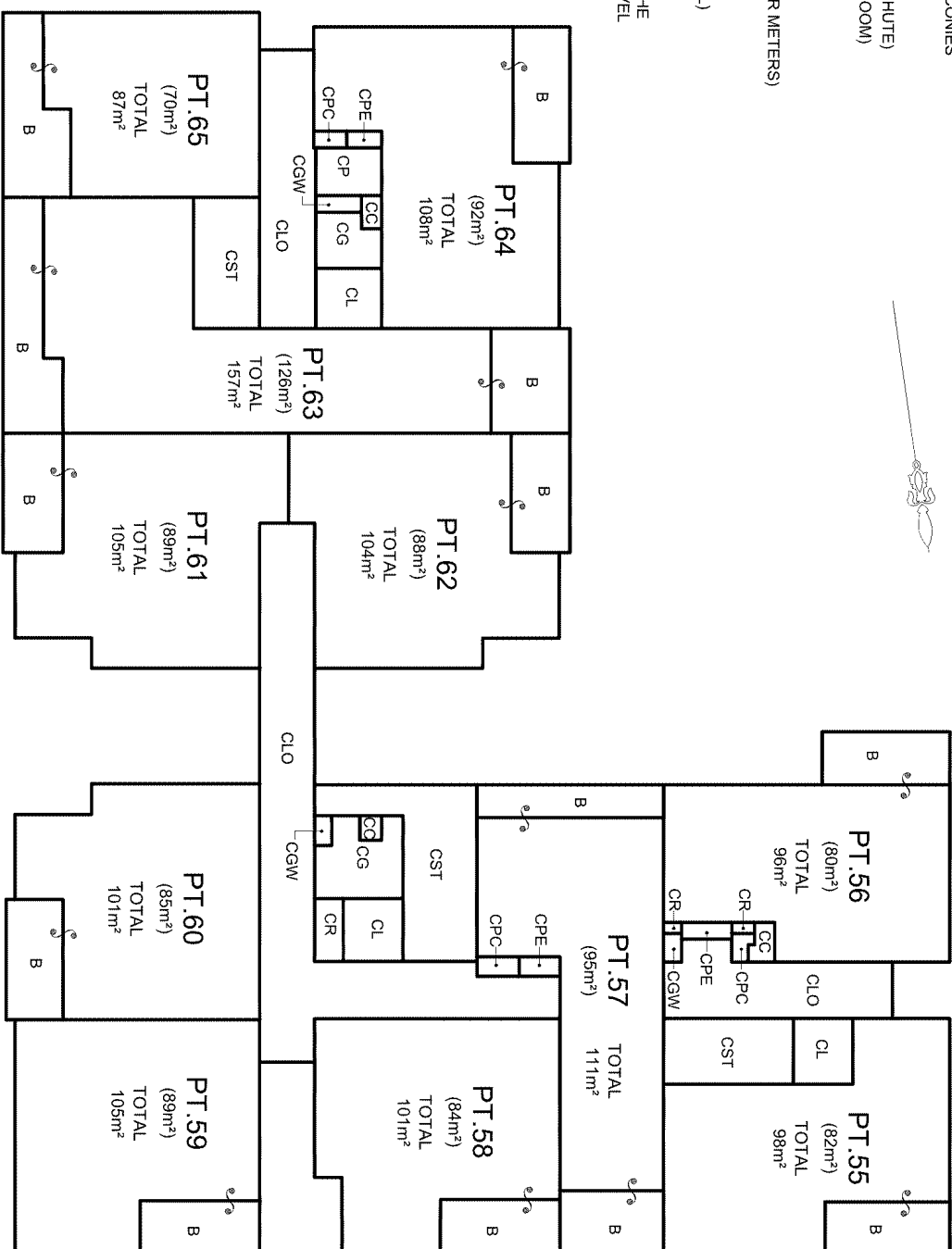
SP101845

NOTES

AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES

- B DENOTES BALCONY
- CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
- CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
- CL DENOTES COMMON PROPERTY (LIFT)
- CP DENOTES COMMON PROPERTY
- CR DENOTES COMMON PROPERTY (RISER)
- CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
- CLO DENOTES COMMON PROPERTY (LOBBY)
- CPC DENOTES COMMON PROPERTY (COMMS)
- CPE DENOTES COMMON PROPERTY (ELECTRICAL)
- CST DENOTES COMMON PROPERTY (STAIRS)

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.
FOR CLARITY NOT ALL PILLARS AND DUCTS HAVE BEEN SHOWN.



LEVEL 5 FLOOR PLAN

SURVEYOR

Name: COLIN JOHN FOULDS

Date: 01/07/2020

Reference: SH122671

PLAN OF SUBDIVISION OF
LOT 1 IN DP 1260684

L.G.A.: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

Lengths are in metres

REGISTERED



19.08.2020

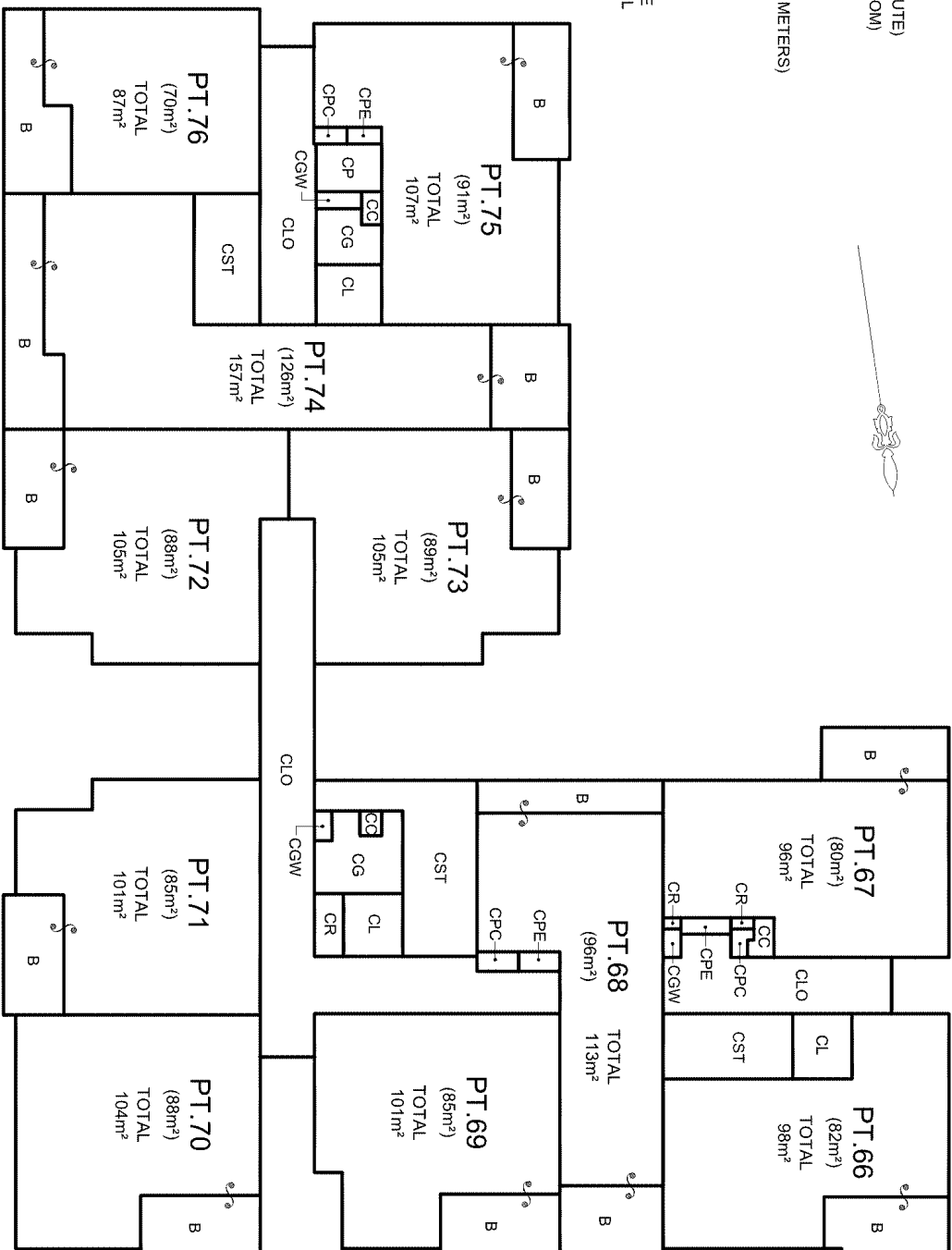
SP101845

NOTES

AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES

- B DENOTES BALCONY
 CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
 CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
 CL DENOTES COMMON PROPERTY (LIFT)
 CP DENOTES COMMON PROPERTY
 CR DENOTES COMMON PROPERTY (RISER)
 CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
 CLO DENOTES COMMON PROPERTY (LOBBY)
 CPC DENOTES COMMON PROPERTY (COMMS)
 CPE DENOTES COMMON PROPERTY (ELECTRICAL)
 CST DENOTES COMMON PROPERTY (STAIRS)

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 FOR CLARITY NOT ALL PILARS AND DUCTS HAVE HAVE BEEN SHOWN.



LEVEL 6 FLOOR PLAN

SURVEYOR

Name: COLIN JOHN FOULDS

Date: 01/07/2020

Reference: SH122671

PLAN OF SUBDIVISION OF
LOT 1 IN DP 1260684

L.G.A.: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

Lengths are in metres

REGISTERED

19.08.2020



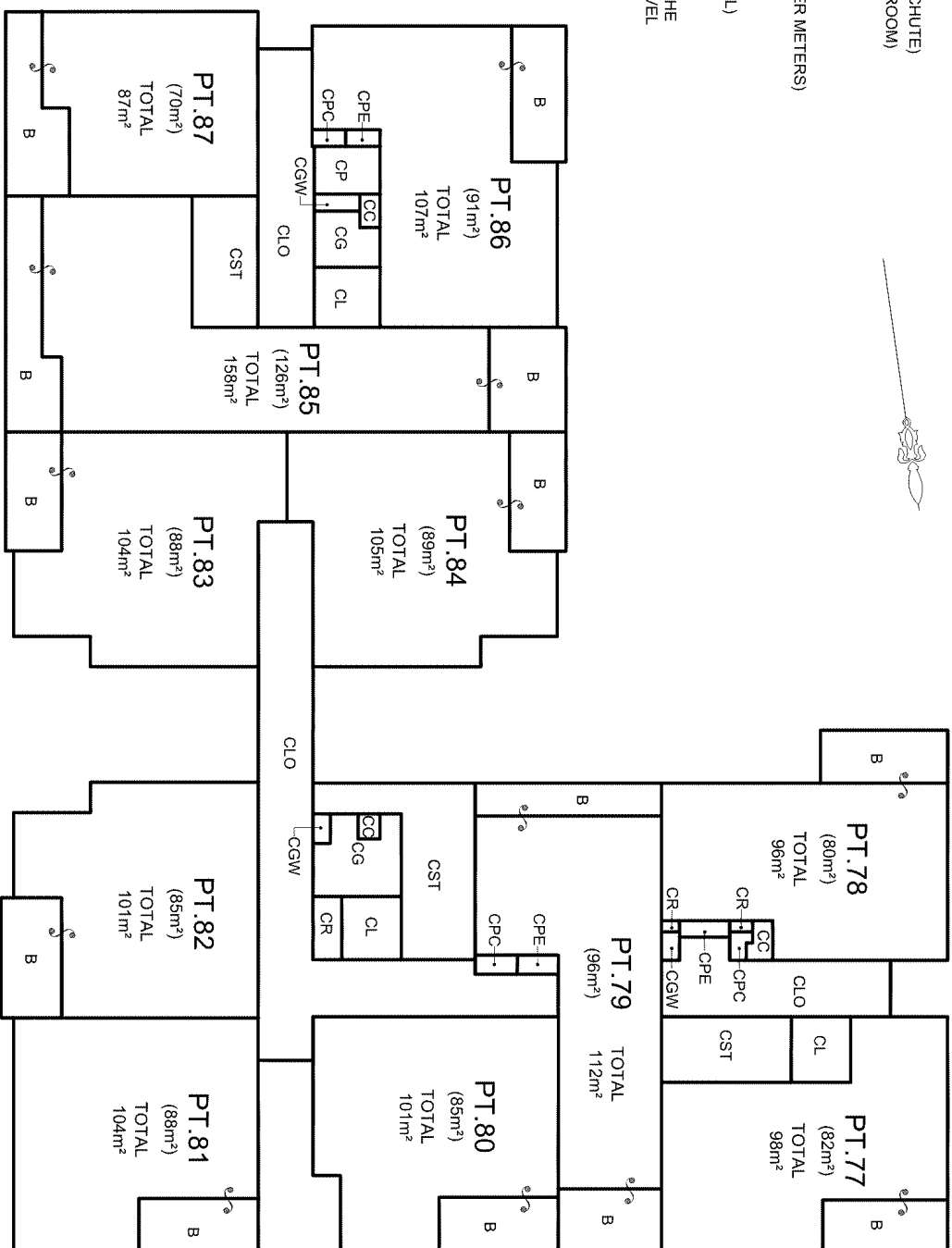
SP101845

NOTES
AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES

- B DENOTES BALCONY
CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
CL DENOTES COMMON PROPERTY (LIFT)
CP DENOTES COMMON PROPERTY
CR DENOTES COMMON PROPERTY (RISER)
CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
CLO DENOTES COMMON PROPERTY (LOBBY)
CPC DENOTES COMMON PROPERTY (COMMS)
CPE DENOTES COMMON PROPERTY (ELECTRICAL)
CST DENOTES COMMON PROPERTY (STAIRS)

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS LIMIT.

FOR CLARITY NOT ALL PILLARS AND DUCTS HAVE BEEN SHOWN.



LEVEL 7 FLOOR PLAN

SURVEYOR
Name: COLIN JOHN FOULDS
Date: 01/07/2020
Reference: SH122671

PLAN OF SUBDIVISION OF LOT 1 IN DP 1260684

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED



19.08.2020

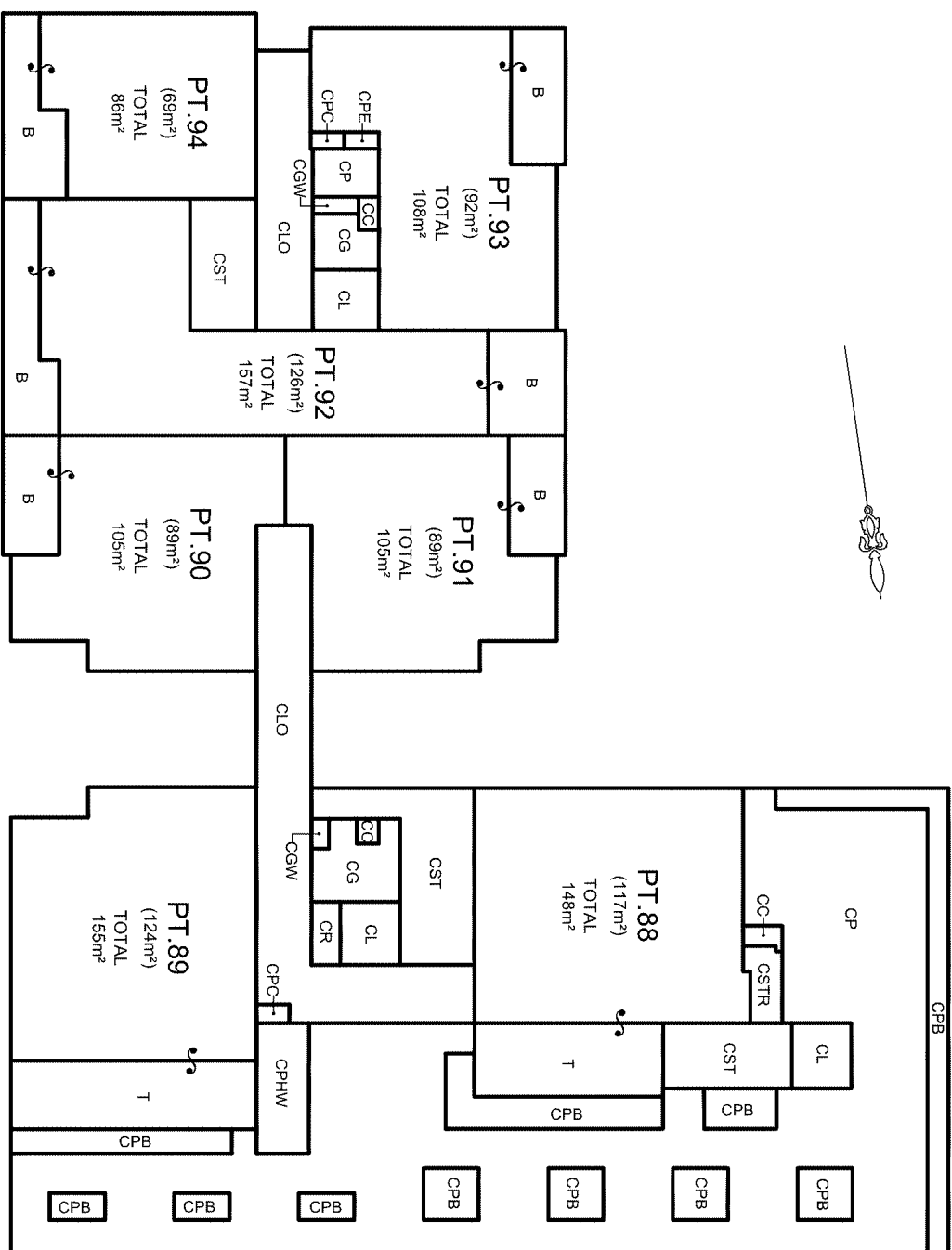
SP101845

NOTES

AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES AND TERRACES

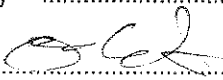
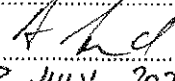
- B DENOTES BALCONY
T DENOTES TERRACE
CC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
CL DENOTES COMMON PROPERTY (LIFT)
CP DENOTES COMMON PROPERTY
CR DENOTES COMMON PROPERTY (RISER)
CGW DENOTES COMMON PROPERTY (GAS / WATER METERS)
CLO DENOTES COMMON PROPERTY (LOBBY)
CPB DENOTES COMMON PROPERTY (PLANTER BOX)
CPC DENOTES COMMON PROPERTY (COMMS)
CPE DENOTES COMMON PROPERTY (ELECTRICAL)
CST DENOTES COMMON PROPERTY (STAIRS)
CSTR DENOTES COMMON PROPERTY (STORAGE)
CPHW DENOTES COMMON PROPERTY (HOT WATER SYSTEM)

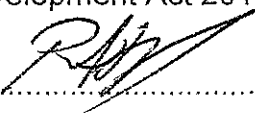
BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE
FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS
LIMIT.
FOR CLARITY NOT ALL PILLARS AND DUCTS HAVE BEEN
SHOWN.



LEVEL 8 FLOOR PLAN

SURVEYOR Name: COLIN JOHN FOULDS Date: 01/07/2020 Reference: S#122671	PLAN OF SUBDIVISION OF LOT 1 IN DP 1260684	L.G.A.: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 19.08.2020	SP101845
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet (s)	
Office Use Only			Office Use Only		
Registered:  19.08.2020			SP101845		
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1260684			LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents 1 BATHURST STREET, LIVERPOOL, NSW, 2170 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, COLIN JOHN FOULDS of INTRAX CONSULTANTS, T5, LEVEL 1, 224 THE ENTRANCE RD, ERINA 2250 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on:- *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 01/07/2020 Surveyor ID: 1053 Surveyor's Reference: S#122671 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I, <u>ANDREW SYMONDS</u> being an Accredited Certifier, accreditation number <u>888 1837</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>15991</u> Relevant Planning Approval No.: <u>CDC 15990</u> issued by: <u>ANDREW SYMONDS</u> Signature:  Date: <u>3 JULY 2020</u> ^ Insert lot numbers of proposed utility lots.		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Office Use Only Registered:  19.08.2020		SP101845 Office Use Only
VALUER'S CERTIFICATE I, Peter Doncas of 13 Regent Street, KOGARAH NSW 2217 being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with: Professional Body: AVI Class of membership: Qualified Valuer. Membership number: 6053 certify that the unit entitlements shown in the schedule herewith were apportioned on 30/06/2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015 Signature:  Date 30/06/20 Peter Doncas of 13 Regent Street Kogarah NSW 2217		
SCHEDULE OF UNIT ENTITLEMENT SEE SHEET 3		
Surveyor's Reference: S# 122671		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
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Office Use Only	Office Use Only
Registered:  19.08.2020	SP101845

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

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

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	128	33	105	65	85
2	81	34	102	66	106
3	79	35	108	67	105
4	113	36	105	68	109
5	111	37	107	69	107
6	113	38	105	70	108
7	113	39	106	71	106
8	111	40	106	72	106
9	136	41	122	73	106
10	81	42	105	74	127
11	103	43	82	75	107
12	101	44	106	76	86
13	107	45	103	77	107
14	105	46	109	78	106
15	106	47	107	79	110
16	104	48	108	80	108
17	105	49	106	81	107
18	105	50	106	82	106
19	105	51	107	83	107
20	121	52	123	84	107
21	81	53	107	85	128
22	104	54	85	86	109
23	101	55	106	87	86
24	107	56	104	88	129
25	105	57	109	89	134
26	106	58	107	90	109
27	104	59	108	91	109
28	105	60	106	92	127
29	105	61	106	93	109
30	121	62	107	94	86
30 31	105	63	124		
32	82	64	107	AGGREGATE	10000



SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Office Use Only Registered:  19.08.2020 SP101845		Office Use Only

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

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

Unit No.	Street No.	Street Name	Street Type	Locality
1	1	BATHURST	STREET	LIVERPOOL
2	1	BATHURST	STREET	LIVERPOOL
3	1	BATHURST	STREET	LIVERPOOL
4	1	BATHURST	STREET	LIVERPOOL
5	1	BATHURST	STREET	LIVERPOOL
6	1	BATHURST	STREET	LIVERPOOL
7	1	BATHURST	STREET	LIVERPOOL
8	1	BATHURST	STREET	LIVERPOOL
9	1	BATHURST	STREET	LIVERPOOL
10	1	BATHURST	STREET	LIVERPOOL
11	1	BATHURST	STREET	LIVERPOOL
12	1	BATHURST	STREET	LIVERPOOL
13	1	BATHURST	STREET	LIVERPOOL
14	1	BATHURST	STREET	LIVERPOOL
15	1	BATHURST	STREET	LIVERPOOL
16	1	BATHURST	STREET	LIVERPOOL
17	1	BATHURST	STREET	LIVERPOOL
18	1	BATHURST	STREET	LIVERPOOL
19	1	BATHURST	STREET	LIVERPOOL
20	1	BATHURST	STREET	LIVERPOOL
21	1	BATHURST	STREET	LIVERPOOL
22	1	BATHURST	STREET	LIVERPOOL
23	1	BATHURST	STREET	LIVERPOOL
24	1	BATHURST	STREET	LIVERPOOL
25	1	BATHURST	STREET	LIVERPOOL
26	1	BATHURST	STREET	LIVERPOOL
27	1	BATHURST	STREET	LIVERPOOL
28	1	BATHURST	STREET	LIVERPOOL
29	1	BATHURST	STREET	LIVERPOOL
30	1	BATHURST	STREET	LIVERPOOL
31	1	BATHURST	STREET	LIVERPOOL
32	1	BATHURST	STREET	LIVERPOOL
33	1	BATHURST	STREET	LIVERPOOL
34	1	BATHURST	STREET	LIVERPOOL
35	1	BATHURST	STREET	LIVERPOOL
36	1	BATHURST	STREET	LIVERPOOL
37	1	BATHURST	STREET	LIVERPOOL
38	1	BATHURST	STREET	LIVERPOOL
39	1	BATHURST	STREET	LIVERPOOL
40	1	BATHURST	STREET	LIVERPOOL
41	1	BATHURST	STREET	LIVERPOOL
42	1	BATHURST	STREET	LIVERPOOL
43	1	BATHURST	STREET	LIVERPOOL
44	1	BATHURST	STREET	LIVERPOOL
45	1	BATHURST	STREET	LIVERPOOL
46	1	BATHURST	STREET	LIVERPOOL
47	1	BATHURST	STREET	LIVERPOOL

Unit No.	Street No.	Street Name	Street Type	Locality
48	1	BATHURST	STREET	LIVERPOOL
49	1	BATHURST	STREET	LIVERPOOL
50	1	BATHURST	STREET	LIVERPOOL
51	1	BATHURST	STREET	LIVERPOOL
52	1	BATHURST	STREET	LIVERPOOL
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86	1	BATHURST	STREET	LIVERPOOL
87	1	BATHURST	STREET	LIVERPOOL
88	1	BATHURST	STREET	LIVERPOOL
89	1	BATHURST	STREET	LIVERPOOL
90	1	BATHURST	STREET	LIVERPOOL
91	1	BATHURST	STREET	LIVERPOOL
92	1	BATHURST	STREET	LIVERPOOL
93	1	BATHURST	STREET	LIVERPOOL
94	1	BATHURST	STREET	LIVERPOOL
CP	1	BATHURST	STREET	LIVERPOOL

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:



19.08.2020

SP101845

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

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

Signed on behalf of MODERN PROPERTY DEVELOPMENTS PTY LTD (ABN: 80 096 080 769)
pursuant to section 127 of the Corporations Act 2001 by:

.....
Sole Director/Secretary Signature

.....
Sole Director/Secretary Name

Surveyor's Reference: S#122671

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE



R.P. 13A. No. **J 596499**

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

FEES:— £ s. d.

Lodgment 2 : 10 : —

Endorsement : : :

Certificate : : :

Stamp Duty : : :

Stamp Duty : : :

Stamp Duty : : :

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(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 permanent black non-copying ink.

DAIRY FARMERS CO-OPERATIVE LIMITED

formerly called The Dairy Farmers' Co-operative Milk Company Limited

(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 **ONE THOUSAND FIVE HUNDRED POUNDS --**

(£1,500.C.O.) (the receipt whereof is hereby acknowledged) paid to it by

DOMENICO ACITELLI and ROSA ACITELLI

do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**DOMENICO ACITELLI of 16 Bathurst Street, Liverpool, Labourer, and
ROSA ACITELLI, his wife, as joint tenants.**

(herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot ... of 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 to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such ~~its~~ 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	ST. LUKE	PART	8087	220	Being Lot D in Registered Plan No. 1777.
/	/	/	/	/	/

5462E

And the transferee covenant(s) with the transferor* for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferees such consent shall be deemed to have been given in respect of every such fence for the time being erected. The burden of the foregoing covenant is upon the land transferred by this instrument. The land to which the benefit of this covenant is appurtenant is the adjoining land owned by the Transferor.

* Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.*

Subject to Section 604 of the Local Government Act, 1919.

* A very short note will suffice.

K 1165-2 St 437

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

Section 117 may be proved if this document is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, or a J.P., or a Commissioner for Affidavits, to whom the Transfer is made, otherwise the attesting witness should appear to one of the above officers who having read an affirmative answer to each of the questions set out in s. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this

Section 117 may be proved when the parties are resident in:

(a) any part of the British Colonies outside the State of New South Wales, by signing and acknowledging before the Registrar-General or Recorder of Titles of such Possession, or a Justices of the Peace, or a Magistrate for taking affidavits for New South Wales, or a Magistrate of any local government district of such part, or a Justice of the Peace for such part, or the Governor, Governor-Resident, or Chief Secretary of such part or such person as the Chief Justice of New South Wales may appoint;

(b) the United Kingdom, by signing or acknowledging before the Mayor or Chief of any corporation or a Magistrate Public.

(c) any foreign place by signing or acknowledging before a British Consular Officer who includes a British Consul, Envoy, Minister, Secretary of Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Consul Agent and Consul Agent (i); or a Consular Officer who includes an Ambassador, Commissioner, Minister, Secretary of Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Vice-Consul, Consul Agent and Consul Agent (ii).

one of such persons should sign and affix his seal to such declaration, and the other person as the Chief Justice may appoint.

but unnecessary words.

any other matter necessary to show that the power is

ve.

Signed at Ultimo the Sixth day of March 19 64
THE COMMON SEAL OF DAIRY FARMERS
CO-OPERATIVE LIMITED was hereunto affixed by the authority of the Board of Directors and in the presence of:-

[Signature]
Secretary

[Signature] Director.
[Signature] Transferor.*
[Signature] Director.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

[Signature]
[Signature]
[Signature]

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

[Signature] Ac. Telli
[Signature] Ac. Telli
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by 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 _____ 19 ____
Signed in the presence of- _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at _____, the _____ day of _____, one thousand _____ and _____
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.

* If signed by virtue of 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 signing liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not 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 signing 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 specially.

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 noted by signature or initials in the margin, or noticed in the attestation.

No. J 596499



FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be entered on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following:—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. Stat Dec.

2. Cont of Transfer

3.

4.

5.

6.

Received
Nos. 11
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee 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.

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

Dated at this day of 19
Signed in my presence by

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
	<u>Covenant</u>
Checked by	Particulars entered in Register Book, Volume <u>8087</u> Folio <u>220</u>
Passed (in S.D.B.) by	
Signed by	the <u>30th</u> day of <u>July</u> 19 <u>64</u> at <u>5</u> minutes past <u>11</u> o'clock in <u>noon</u> .
	<u>J. J. J.</u> Registrar General.

PROGRESS RECORD.

	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. <u>9837</u>	For. <u>69</u>	

STATUTORY DECLARATION

I JAMES BRUCE SHARPE of 21 Gold Street, Blakehurst in the State of New South Wales, Company Secretary do hereby solemnly and sincerely declare as follows:-

1. _____ I am the Secretary of the Society, Dairy Farmers Co-Operative Limited, registered under the Co-operation Act 1923 as amended.

2. _____ The said Society changed its name from The Dairy Farmers' Co-Operative Milk Company Limited to Dairy Farmers Co-Operative Limited on the 21st day of November, 1963.

3. _____ Annexed hereto and marked with the letter "A" is a photostat copy of the Certificate issued by the Deputy Registrar of Co-Operative Societies, regarding the said change of name.

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

DECLARED at Ultimo
this 11th day of
March 1964

Before me:-

James B. Sharpe
.....

James B. Sharpe
.....

B

"A"

FORM 18
REGULATION 30



NEW SOUTH WALES

Certificate of Incorporation

(FOLLOWING CHANGE OF NAME)

CO-OPERATION ACT

I Certify that THE DAIRY FARMERS' CO-OPERATIVE MILK
COMPANY LIMITED

has registered a change of its name, and is now incorporated as a RURAL
society under the name of DAIRY FARMERS
CO-OPERATIVE LIMITED

Dated this TWENTY-FIRST day of NOVEMBER 19 63

Deputy Registrar of Co-operative Societies.

16781 9 60

V. G. N. Blight, Government Printer

This is the annexure marked "A" referred to in the Statutory Declaration sworn
before me the Sixth day of March, 1964.

Justice of the Peace.

FORM FOR SIMPLE TRANSFER, WHERE NEW COVENANTS ARE IMPOSED OR EASEMENTS
CREATED, OR WHERE THIS FORM IS OTHERWISE USED. 13A SHOULD BE USED.

R.P. 13.

No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

FEES:—

Lodgment

Endorsement



(Trusts must not be disclosed in the transfer.)

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

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

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

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to the defined residue of the land in a certificate or grant (eg. "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 (eg. "and being lot ... D.P. ..."). Unless authorised by Reg. 53 of the Conveyancing Act, 1900, a plan may not be annexed to or endorsed on this transfer form.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or 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.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, 1956, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

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."

THE DAIRY FARMERS' CO-OPERATIVE MILK COMPANY LIMITED

(herein called transferor)

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 ONE THOUSAND FIVE HUNDRED POUNDS (£1,500.0.0) (the receipt whereof is hereby acknowledged) paid to it by

VICTOR EAYER, MICHAEL BAYER and VERA BAYER

do hereby transfer to

VICTOR EAYER of Wonga Road, Preston, Student, MICHAEL BAYER of the same place, Farmer, and VERA BAYER his wife

(herein called transferee) as joint tenants

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

County	Parish	Reference to Title			Description of Land (if part only) d
		Whole or Part	Vol.	Fol.	
Cumberland	St. Luke	Part	8087	220	Lot F in XXXX XXXX registered plan No. 1777

The Transferees for themselves and their successors in title registered proprietors of the said land and every part thereof covenant with the Transferor and its assigns for the benefit of Lots C and E in Registered Plan 1777 but only during the ownership thereof by the Transferor and its assigns other than purchasers on sale that no fence shall be erected on the said land to divide it from the said Lots B and F without the consent of the Transferor or its assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor or its assigns and in ENCUMBRANCES, &c. REFERRED TO in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Signed at Sydney the Sixteenth day of January, 1964.

THE COMMON SEAL OF THE DAIRY FARMERS'

CO-OPERATIVE MILK COMPANY LIMITED

was hereunto affixed under the authority of a resolution of the Board of Directors in the presence of the two directors whose signatures appear opposite hereto Signed and in the presence of:—

Secretary

Director
Director

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

SOLICITOR, LIVERPOOL.

Vera Bayer, Michael Bayer
Solicitor for the Transferee(s)
whose signature cannot be obtained without difficulty and delay.

* If signed by virtue of 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 of £50; 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.

No. **J 587858**

PARTIAL DISCHARGE OF MORTGAGE^h
(N.B.—Before execution, read marginal note)

LODGED BY **KENNEDY & WINTER,**
Solicitors,
159a Macquarie Street,
LIVERPOOL.

I, _____ mortgagee 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.

^h This discharge is
appropriate to a trans-
fer of part of the land
in the Mortgage. The
mortgagee should ex-
ecute a formal dis-
charge 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.

Dated at _____ this _____ day of _____ 19 ____
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.ⁱ

Signed at _____ the _____ day of _____, 19 ____
Signed in the presence of _____

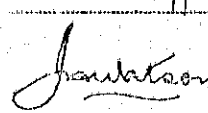
ⁱ Strike out unnecessary
words. Add any other
matter necessary to
show that the power
is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^j

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.

^j To be signed by
Registrar-General,
Deputy Registrar-
General, a Notary
Public, J.P., Commis-
sioner 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER
	<i>Agarto covenant</i>
Checked by 	Particulars entered in Register Book, Volume <i>8087</i> Folio <i>220</i>
Passed (in S.D.B.) by 	on <i>30.7.1964</i> at <i>11 O'Clock</i>
Signed by 	 Registrar-General

DOCUMENTS LODGED HEREWITH

To be filled in by person lodging dealing

1	4	Received Docs. Nos. Receiving Clerk.
2	5	
3	6	

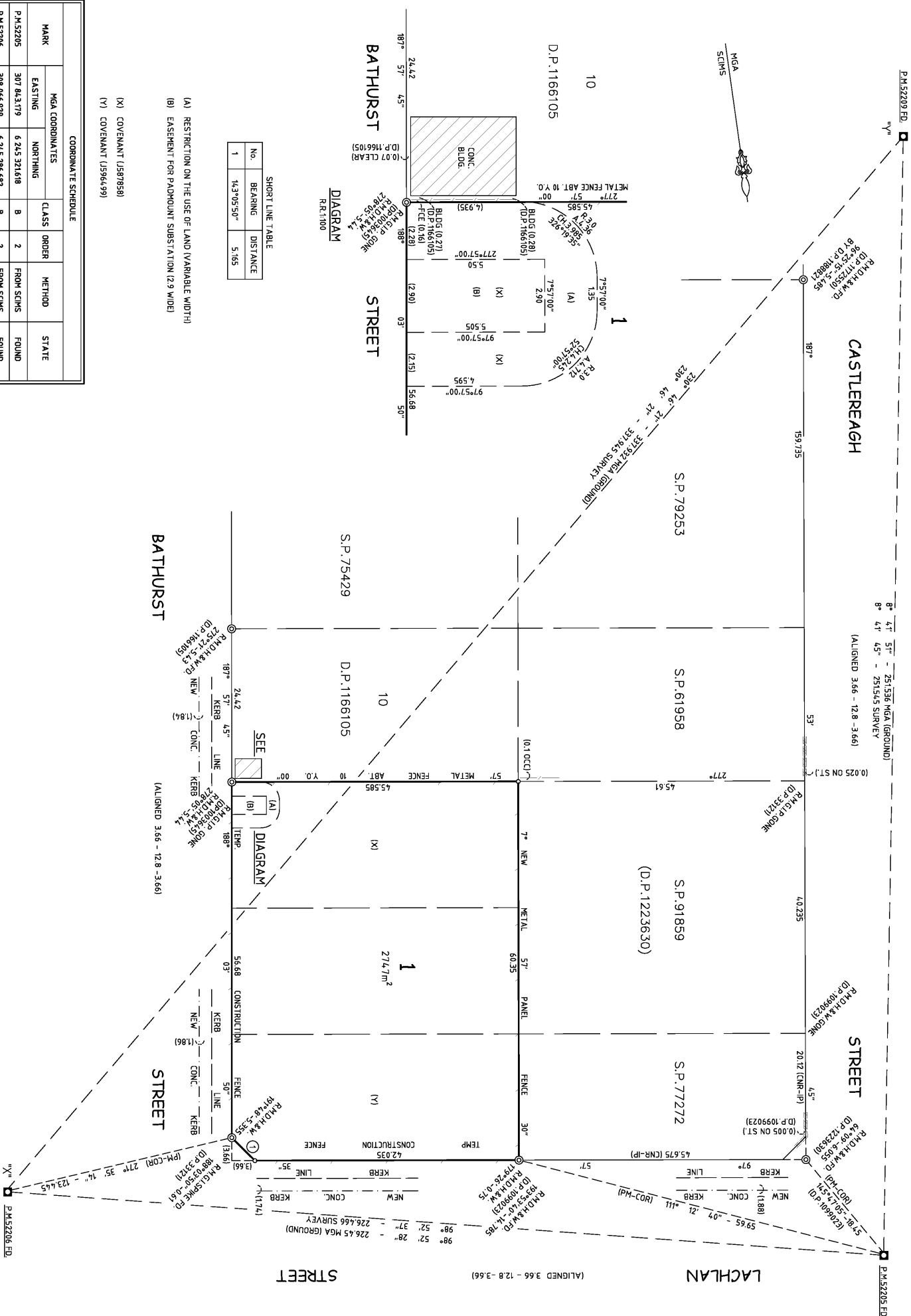
PROCESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		<i>7/8/64</i>
Draft written		<i>2/8/64</i>
Draft examined		<i>23/8/64</i>
Diagram prepared		<i>23.8.64</i>
Diagram examined		<i>24/9/64</i>
Draft forwarded		<i>24/9/64</i>
Supt. of Engravers		
Cancellation Clerk		<i>19/9/64</i>
Vol. 9837	Fol. 68	

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant
Certificates of Title or Crown Grants, otherwise £3. Where such instrument
is to be endorsed on more than one folium of the register, an additional
charge of 6s. is paid for every Certificate of Title or Crown Grant after the
first.
- (b) A supplementary charge of £1 is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new encumbrance is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.



SURVEYOR
Name : David Raymond Armstrong
Date : 3-10-2019
Reference : 122671-E1

PLAN OF CONSOLIDATION OF
LOTS D, E & F IN D.P. 33121

LGA : LIVERPOOL
Locality : LIVERPOOL
Reduction Ratio : 1 : 400
Lengths are in metres

Registered
13.2.2020
DP1260684

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)												
Registered:  13.2.2020 Title System: TORRENS Office Use Only DP1260684														
PLAN OF CONSOLIDATION OF LOTS D, E & F IN DP33121		LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST. LUKE County: CUMBERLAND												
Survey Certificate I, David Armstrong of T 5, 224 CENTRAL COAST HIGHWAY, ERINA 2250 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on . 03-10-2019 , or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous: Signature:  Dated: <u>2/12/2019</u> Surveyor Identification No: 8909..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:												
Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.														
Plans used in the preparation of survey/compilation: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">DP 33121</td> <td style="width: 50%;">DP 1099499</td> </tr> <tr> <td>DP 1003645</td> <td>DP 1166105</td> </tr> <tr> <td>DP 1063036</td> <td>DP 1223630</td> </tr> <tr> <td>DP 1068074</td> <td>DP 1172550</td> </tr> <tr> <td>DP 1080306</td> <td>DP 1188821</td> </tr> <tr> <td>DP 1099023</td> <td></td> </tr> </table>		DP 33121	DP 1099499	DP 1003645	DP 1166105	DP 1063036	DP 1223630	DP 1068074	DP 1172550	DP 1080306	DP 1188821	DP 1099023		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
DP 33121	DP 1099499													
DP 1003645	DP 1166105													
DP 1063036	DP 1223630													
DP 1068074	DP 1172550													
DP 1080306	DP 1188821													
DP 1099023														
Surveyor's Reference: 122671-E1		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A												

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  13.2.2020 Office Use Only

PLAN OF CONSOLIDATION OF LOTS D, E & F IN DP33121

Subdivision Certificate number:

Date of Endorsement:

DP1260684

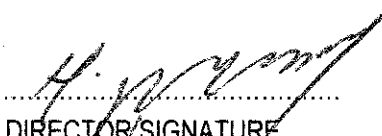
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

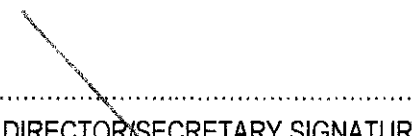
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND ~~VARIABLE WIDTH~~ (A)
2. EASEMENT FOR PADMOUNT SUBSTATION ~~2.9 WIDE~~ (B)
3. RESTRICTION ON THE USE OF LAND 2.9 WIDE
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. POSITIVE COVENANT
8. POSITIVE COVENANT

Signed on behalf of MODERN PROPERTY DEVELOPMENTS PTY LTD (ABN: 80 096 080 769)
pursuant to section 127 of the corporations act 2001 by:


SOLE DIRECTOR/SIGNATURE
SECRETARY

HAMAD Joud
DIRECTOR/NAME
SECRETARY


DIRECTOR/SECRETARY SIGNATURE

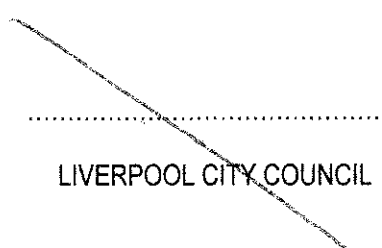
DIRECTOR/SECRETARY NAME

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	1-5	BATHURST	STREET	LIVERPOOL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 122671-E1

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
 13.2.2020 Office Use Only Registered: PLAN OF CONSOLIDATION OF LOTS D, E & F IN DP33121 Subdivision Certificate number: Date of Endorsement:	DP1260684 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.  LIVERPOOL CITY COUNCIL If space is insufficient use additional annexure sheet	
Surveyor's Reference: 122671-E1		

Instrument setting out terms of Easements or Profits a 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.

ePlan

Sheet 1 of 9

Plan:

DP1260684

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

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

MODERN PROPERTY DEVELOPMENTS PTY PTY LTD
 (ABN: 87 059 302 297)
 14 Enterprise Circuit, Prestons NSW 2170

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (A)	Lot 1 <i>Part</i>	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2	EASEMENT FOR PADMOUNT SUBSTATION 2.9 WIDE (B) <i>2.9 WIDE</i>	Lot 1	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
3	RESTRICTION ON THE USE OF LAND	Lot 1	Liverpool City Council
4	RESTRICTION ON THE USE OF LAND	Lot 1	Liverpool City Council
5	POSITIVE COVENANT	Lot 1	Liverpool City Council
6	RESTRICTION ON THE USE OF LAND	Lot 1	Liverpool City Council
7	POSITIVE COVENANT	Lot 1	Liverpool City Council
8	POSITIVE COVENANT	Lot 1	Liverpool City Council

Handwritten signature

S. L. L.

Authorised Person
Liverpool City Council

17-12-2019
Date

Instrument setting out terms of Easements or Profits a 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.

ePlan

Sheet 2 of 9

Plan:

DP1260684

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

Part 2 (Terms)

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

1.0 Definitions

- 1.1 120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 erect** includes construct, install, build and maintain.
- 1.4 restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

- 2.1** the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2** the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3** the owner provides the prescribed authority with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- 4.1** Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee


.....
Authorised Person
Liverpool City Council


.....
Date

Instrument setting out terms of Easements or Profits a 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.

ePlan
Sheet 3 of 9

Plan: **PLAN OF CONSOLIDATION OF LOTS D, E & F IN DP33121**
DP1260684

were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

2. Terms of Easement for Padmount Substation numbered 2 in the plan.

The terms set out in Memorandum AK104621 are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

3. Terms of Restriction on Use of Land numbered 3 in the plan.

The hanging of washing, including any clothing, towels, bedding or other article of a similar type on any balcony shall not be visible from the street.

4. Terms of Restriction on Use of Land numbered 4 in the plan.

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system, which is constructed on the lot burdened without the prior consent in writing of Liverpool City Council.

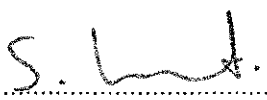
The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

5. Terms of Positive Covenant numbered 5 in the plan.

The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lot burdened is hereafter referred to as "the system".

1. The registered proprietor of the lot hereby burdened will in respect of the system:

- a) keep the system clean and free from silt, rubbish and debris
b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner


.....
Authorised Person
Liverpool City Council

17-12-2019
.....
Date





Instrument setting out terms of Easements or Profits a 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.

ePlan

Sheet 4 of 9

Plan:

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

DP1260684

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

d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice

e) refer to the maintenance schedule and the Council approved stormwater plans as an appendix to items (a) and (b) mentioned above.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:-

a) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.

b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:

I. any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.

II. legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

6. Terms of Restriction on Use of Land numbered 6 in the plan.

The registered proprietor shall not make or permit or suffer the making of any alterations to the stormwater pre-treatment system, which is constructed/installed on the lot burdened without the prior consent in writing of Liverpool City Council. The expression "Stormwater Pre-Treatment System" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the System.



Authorised Person
Liverpool City Council



17-12-2019

Date



Instrument setting out terms of Easements or Profits a 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.

ePlan

Sheet 5 of 9

Plan:

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

DP1260684

7. Terms of Positive Covenant numbered 7 in the plan.

1. The registered proprietor of the lot hereby burdened will in respect of the system:

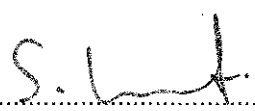
- a) keep the system clean and free from silt, rubbish and debris
 - b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner
 - c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
 - d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice
 - e) refer to the maintenance schedule and approved stormwater plans as an appendix to items (a) and (b) mentioned above.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:-

a) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.

b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:

I. any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.

II. legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.


.....
Authorised Person
Liverpool City Council

17-12-2019
.....
Date



Instrument setting out terms of Easements or Profits a 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.

ePlan

Sheet 6 of 9

Plan:

DP1260684

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

8. Terms of Positive Covenant numbered 8 in the plan.

The expression "basement pump-out system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

1. The registered proprietor of the lot hereby burdened will in respect of the system:

a) keep the system clean and free from silt, rubbish and debris

b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner

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

d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice

e) refer to the maintenance schedule and the Council approved stormwater plans as an appendix to items (a) and (b) mentioned above.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:-

a) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.

b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:

I. any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.

II. legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate


Authorised Person
Liverpool City Council


17-12-2019
Date

Instrument setting out terms of Easements or Profits a 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.

ePlan

Sheet 7 of 9

Plan:

DP1260684

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

Name of Authority having the power to release, vary or modify the Restriction or Easement numbered 1 and 2 in the plan.

Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

Name of Authority having the power to release, vary or modify the Restriction or Positive Covenant numbered 3-8 inclusive.

Liverpool City Council

**Signed on behalf of THE COUNCIL OF THE CITY OF LIVERPOOL
(ABN 84 181 182 471) by its authorised delegate pursuant to S.377 Local
Government act 1919, in the presence of:**

T. Morris

Signature of Witness

S. L. Monte

Authorised Delegate

TROY MORRIS

Name of Witness

STEPHEN MONTE

Name

33 MOORE ST, LIVERPOOL.

Address of Witness

SENIOR LAND DEVELOPMENT ENGINEER.

Office Held

S. L. Monte

Authorised Person
Liverpool City Council

17-12-2019

Date

[Signature]

**Instrument setting out terms of Easements or Profits a 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.**

ePlan

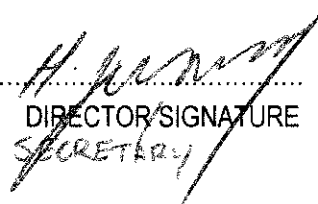
Sheet 8 of 9

Plan:

DP1260684

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

Signed on behalf of **MODERN PROPERTY DEVELOPMENTS PTY LTD** (ABN: 87 059 302 297)
pursuant to section 127 of the corporations act 2001 by:

..... 
SOLE DIRECTOR/SIGNATURE
SECRETARY

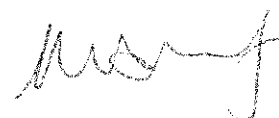
.....
DIRECTOR/SECRETARY NAME

..... HAMAD JAVO
DIRECTOR/NAME
SECRETARY

.....
DIRECTOR/SECRETARY NAME

..... 
Authorised Person
Liverpool City Council

..... 17-12-2019
Date



Instrument setting out terms of Easements or Profits a 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.

ePlan

Sheet 9 of 9

Plan:

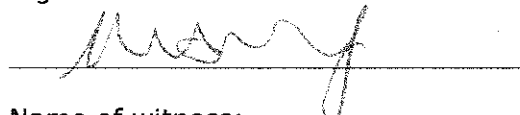
DP1260684

**PLAN OF CONSOLIDATION OF LOTS D, E
& F IN DP33121**

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:



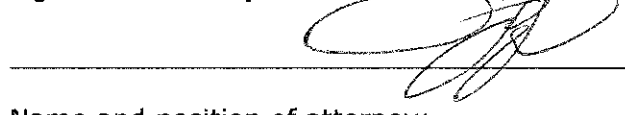
Name of witness:

Michelle Allambay

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Simon Lawton
Strategic Property Manager

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book: 4754

No: 482

EE reference: UML8537

Date: 9/12/2019



Authorised Person
Liverpool City Council

17-12-2019
Date

REGISTERED



13.2.2020

Lodger Details

Lodger Code	500507Y
Name	MADISON MARCUS LAW FIRM PTY LTD
Address	L 10, 60 CASTLEREAGH ST SYDNEY 2000
Lodger Box	1112G
Email	DENIS.HALL@MADISONMARCUS.CO
Reference	MM212230

Land Registry Document Identification

AR895774

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP101845	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP101845
Other legal entity

Meeting Date

25/11/2021

Amended by-law No.

Details Not applicable

Added by-law No.

Details By-Laws 32 and 33

Repealed by-law No.

Details Not applicable

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP101845
Signer Name	KAJOL SEGRAN
Signer Organisation	MADISON MARCUS LAW FIRM PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	17/02/2022

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

New South Wales
Strata Schemes Management Act 2015
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.

(A) TORRENS TITLE	For the common property CP/SP101845				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1112G</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereagh Street, Sydney NSW 2000 134904C Reference: MM212230</td></tr></table>	Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereagh Street, Sydney NSW 2000 134904C Reference: MM212230	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereagh Street, Sydney NSW 2000 134904C Reference: MM212230				
CODE CH					

- (C) The Owners-Strata Plan No. 101845 certify that a special resolution was passed on 25/11/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-Law 32 and 33
Amended by-law No. NOT APPLICABLE
as fully set out below:
See 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. 101845 was affixed on 7/2/22 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:

Authority:

Signature:

Name:

Authority:



Annexure A

Consolidation of by-laws for SP101845

Summary

By-Law Number	How created	When passed
1 – 31	Registered with the scheme	
By-Law 32 – Air Conditioning (All Lots)	Special Resolution	25 November 2021
By-Law 33 – Awnings, Shutters and Blinds (All Lots)	Special Resolution	25 November 2021

Executed by The Owners – Strata Plan No.101845 in accordance with section 237 of the *Strata Schemes Management Act 2015*.


 Signature of Committee Member/Strata Manager

John Sarraf
 Name of Committee Member/Strata Manager



Common Seal

 Signature of 2nd Committee Member

 Name of 2nd Committee Member

By-Laws for SP101845 – 1 Bathurst Street, Liverpool NSW 2170

By-Law 1. Definitions and Interpretations for By-laws

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

Act is the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual Lot.

Balcony door means the balcony door/s installed to each individual Lot.

Door Closer means the door closer installed to each individual unit front entry door.

Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual Lot.

Invitee means an invitee of an Owner or Occupier.

Local Council means the local council for the relevant strata plan.

Lot means any lot in the strata plan.

Maximum number of persons means up to two persons per bedroom.

Occupier means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

Owner means the Owner of a Lot.

Owners Corporation means Owners Corporation created by the registration of the strata plan.

Permissible short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP.

Prohibited short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP.

Small dog means a dog which at it full grown size does not exceed 10 kilos.

Unlawful short term accommodation means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual Lot.

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

- a) a word which denotes the singular includes plural and vice versa;
- b) a word which denotes any gender includes the other genders;
- c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act.
- d) references to legislation include references to amending and replacing legislation.

By-Law 2. Noise

An Owner or Occupier of a Lot must not create or permit the creation of any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

By-Law 3. Vehicles

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

3. The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

By-Law 4. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

By-Law 5. Damage to Lawn and Plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
2. use for his or her own purposes as a garden any portion of the Common Property.

By-Law 6. Damage to Common Property

1. An Owner or Occupier of a Lot must:
 - (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and

- (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.
- 2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
- 3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's Lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the Lot, or
- 4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5. Despite section 106 of the Act, the Owner of a Lot must;
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6 (clause C) that forms part of the Common Property and that services the Lot;
 - (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, structure or sign referred to in clause 3 that forms part of the Common Property and that services the Lot; and
 - (c) In the event that an Owner or Occupier fails to complete the remedial work then these parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.

6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:
 - (a) recover from that Owner the cost of repairing the damage caused to Common Property; or
 - (b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or
 - (c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
 - (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (ii) the cost of issuing an invoice for the debt; and
 - (iii) all legal costs incurred in connection with the recovery of the debt.

- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot, including a visitor to the 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. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

By-Law 8. Children Playing on Common Property

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

By-Law 9. Behaviour of Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

By-Law 10. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 11. Hanging of Washing

1. An owner or occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the Lot).
2. An owner or occupier of a Lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An owner or occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel.
4. An owner or occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
5. In this clause:

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

By-Law 12. Cleaning Windows and Doors

1. An Owner or Occupier of a Lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials

1. An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Flooring Coverings

1. An owner or occupier of a Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Lot if the change is likely

to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.

2. All new flooring in the Building must satisfy one or both of the following:
 - (a) it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
 - (b) the flooring must result in or satisfy an L_{nT,w} rating of 50 or less.
3. This by-law does not affect any requirement under any law to obtain a consent to, approval for, or any other authorisation for the changing of the floor covering or surface concerned.
4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.

By-Law 15. Floor Coverings

1. An owner of a Lot must ensure that all floor space within the Lot:
 - (a) 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; and
 - (b) complies with by-law 14.2.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 16. Garbage Disposal

1. An Owner or Occupier of a residential Lot;
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or

waste, separated and prepared in accordance with the applicable recycling guidelines;

- (b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (c) must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;
 - (d) must have adequate and hygienic waste storage, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
 - (e) must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 17. Keeping of Animals

- 1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the Lot) on the Lot or the Common Property.
- 2. If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier of a Lot must:
 - (a) notify the Owners Corporation that the animal is being kept on the Lot;

- (b) keep the animal within the Lot;
 - (c) carry the animal when it is on Common Property;
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
 - (e) ensure the animal does not cause disturbance to other residents.
3. An Owner or Occupier may not in any event keep on a Lot more than one of any of a cat, small dog or small caged bird, except with the Corporation's prior written consent.

By-Law 18. Appearance of Lot

- 1. The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.
- 2. Notwithstanding clause 1, an Owner or Occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the Lot.
- 3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
- 4. The Owner or Occupier of Lot must maintain the planter boxes annexed to their Lot. In the event that the planter areas are not maintained to a standard in keeping with that of others Lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such Lot.
- 5. The Owner or Occupier of a Lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.

6. The Owner or Occupier of a Lot must ensure that barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.
8. No items (other than motor vehicles) are to be placed or stored in a Lot's car space except in a storage container which has been approved by the strata committee.

By-Law 19. Preservation of Fire Safety

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

By-Law 20. Prevention of Hazards

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

By-Law 21. Compliance with Planning and Other Requirements

1. The Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. Every Owner and Occupier must ensure that their Lot is only used as a permanent dwelling or domicile unless that Lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their Lot for another purpose, in which the Lot may be used for that other purpose.

3. No Owner or Occupier may use their Lot, or allow their Lot to be used, for unlawful short term accommodation.
4. Every Owner and Occupier must take all reasonable steps to ensure that their Lot is not used for unlawful short term accommodation.
5. Every Owner and Occupier must ensure that their Lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. Every Owner and Occupier must ensure that their Lot is not occupied by more than the maximum number of persons.
7. Every Owner and Occupier must not:
 - (a) alter the layout of their Lot; or
 - (b) carry out any alterations or additions to their Lot,so as to allow their Lot to be occupied by more than the maximum number of persons, or to create additional bedrooms.
8. In this by-law:

“maximum number of persons” means up to two persons per bedroom;

“permissible short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

“prohibited short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

“unlawful short term accommodation” means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 22. Insurance Premiums

1. An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
2. To the extent possible at law, if any part of a claim made by the Owners Corporation relates to Lot property, then the Owner of that Lot property must reimburse the Owners Corporation the excess (or if part of the claim is for Lot property the appropriate portion of the excess) payable in relation to that insurance claim

By-Law 23. Services and Equipment

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each Lot.
2. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over;
 - (a) air-conditioning systems exclusively servicing the Lot,
 - (b) ventilation system/s exclusively servicing the Lot,
 - (c) hot water systems which exclusively service the Lot,
 - (d) tempering valves (isolation valves),
 - (e) exhaust fans,
 - (f) window locks and (to the extent permitted) child safety devices,
 - (g) balcony doors (including frame, rollers, locks and glass),
 - (h) door closers which exclusively services the Lot,
 - (i) Lot doors (excluding the front door) which exclusively service the Lot,
 - (j) smoke detectors installed within the Lot,

- (k) garage doors and/or motors which exclusively service the Lot, if shared, cost is to be split evenly between Lots (if installed),
- (l) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).

3. Each Owner must:

- (a) at the cost of the Owner maintain, repair and, where necessary, replace;
 - (i) air-conditioning systems exclusively servicing the Lot,
 - (ii) ventilation system/s exclusively servicing the Lot,
 - (iii) hot water systems which exclusively service the Lot,
 - (iv) tempering valves (isolation valves),
 - (v) exhaust fans,
 - (vi) window locks and (to the extent permitted) child safety devices,
 - (vii) balcony doors (including frame, rollers, locks and glass),
 - (viii) door closers which exclusively services the Lot,
 - (ix) Lot doors (excluding the front door) which exclusively service the Lot,
 - (x) smoke detectors installed within the Lot,
 - (xi) garage doors and/or motors which exclusively service the Lot, if shared, cost is to be split evenly between Lots (if installed),
 - (xii) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).
- (b) use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;
- (c) repair damage caused to Common Property caused by exercising rights under this by-law; and
- (d) indemnify the Owners Corporation and the Owners and Occupiers of other Lots against all claims and liability caused by exercising rights under this by-law.

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

shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).

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

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective Lots (**Locks**).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
 - (a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority, and
 - (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his Lot.

By-Law 25. Noticeboard

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

By-Law 26. Building Works and Alterations

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.
2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the strata committee.

By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;
 - (a) interfere with or damage any fire safety device; or
 - (b) activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;
 - (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.

- (c) notify the Owners Corporation or a risk of fire or other hazard within the Parcel.
 - (d) subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a Lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).
4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

By-Law 28. Service of Documents on Owner of Lot by Owners Corporation

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

By-Law 29. No Smoking

1. In this by-law:

"Common Property" means the common property for the Strata Scheme.

"External Areas" means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, veranda, terrace or deck.

“Lot” means all Lots within the Strata Scheme.

“Occupier” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“Owner” means the owner of a Lot and that owner’s successors in title.

“Strata Scheme” means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 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.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

By-Law 30. Maintenance of Building

1. Building maintenance can be extremely costly and disruptive to the efficient and effective management of the building and is essential to lengthen the life cycle of the strata scheme’s building for the enjoyment of all owners and occupants.
2. The purpose of this by-law is to:
 - (a) put in place a framework and regime for the owners to follow to efficiently and effectively maintain the common property within the strata scheme building; and

- (b) ensure that the owners corporation properly inspects and maintains the building, to minimise the building issues that may arise during the life of the building, minimise the cost of building maintenance and mitigates its losses.
- 3. In order to properly maintain the building and reduce, where possible, the disruption to owners/occupiers that arises with building repair works, the owners corporation must use its best endeavours to comply with the initial maintenance schedule provided on or before the first annual general meeting.
- 4. In the interests of reducing the costs associated with resolving any disputes about building defects, prior to commencing any Court or Tribunal proceedings for breach of statutory warranty, the owners corporation must take the following steps:
 - (a) make reasonable efforts to ensure that the person who is allegedly in breach of the statutory warranty (**builder**) is given notice in writing (**breach notice**) within 6 months after an alleged breach of statutory warranty (**breach**) becomes apparent;
 - (b) allow the builder such access to that residential building work as the builder may reasonably require for the purpose of or in connection with inspecting and rectifying the breach;
 - (c) where the builder agrees in writing that it is willing to do so, allow the builder a reasonable time to rectify a breach, being at least 60 days from the later of the day of the breach notice and the time the builder is given access to the residential building work;
 - (d) alternatively to (c), allow the builder a period of 60 days to provide a written reply to any breach, from the later of the time of the breach notice and the time the builder is given access to inspect the residential building work;
 - (e) if no agreement is reached between the owners corporation and the builder on any breach and the builder confirms in writing that it agrees to mediate the dispute, refer the breach to independent mediation and in good faith negotiate and mediate with the builder in relation to the breach. If the owners corporation and the builder cannot agree on a mediator or form of mediation, the mediator is to be appointed by the President of the Resolution Institute;

- (f) if the builder fails to rectify a breach within the time specified in (c) or fails respond to a breach notice in accordance with (d), give at least 28 days' written notice to the builder requiring rectification or a response (**1st notice**);
- (g) if the builder fails to rectify a breach or respond in accordance with the 1st notice, give at least 28 days' written notice to the builder requiring that rectification or response (**2nd notice**), and allow the builder the time to rectify or respond in accordance with the 2nd notice; and
- (h) if the builder fails to rectify a breach or respond in accordance with the 2nd notice, obtain legal advice.

By-Law 31. Registration of Dealing

If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.

By-Law 32. Air Conditioners (All Lots)

1. Introduction

The purpose of this by-law is to permit each owner to install an air conditioner, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

2.1 The owners corporation, subject to the provisions of this by-law:

- 2.1.1 specifically authorises and grants a special privilege to each owner to carry out the Works; and
- 2.1.2 grants to each owner exclusive use of such of the common property as is reasonably required to keep and use their lot's Works.

2.2 Prior to commencing any Works, an owner must:

- 2.2.1 give at least 14 days' notice;
- 2.2.2 obtain the approval from the strata committee of the details of the installation, having provided the relevant details including size, style and location; and
- 2.2.3 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

- 2.3 During any Works, an owner must:
- 2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
 - 2.3.2 cause as little disruption as possible to other occupants of the strata scheme;
 - 2.3.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;
 - 2.3.4 not store any items on common property; and
 - 2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by those Works and must renew or replace any fixtures or fittings comprised in the Works as and when necessary.
- 2.5 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works.
- 2.6 Each owner must at his or her cost:
- 2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Works; and
 - 2.6.2 ensure that:
 - (a) their lot's Works do not create noise likely to interfere unreasonably with the peaceful enjoyment of the occupier of another lot;
 - (b) any holes or penetrations are at all times adequately sealed and waterproofed; and
 - (c) their lot's Works have sufficient fittings to ensure any condensation or other water runoff does not enter any other lot or the common property.

3. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. **Interpretation**

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*.

- 4.2 **lot** means a lot in the strata scheme;
- 4.3 **owner** means the owner of a lot for the time being;
- 4.4 **Works** means the installation of a split system air conditioner to service the inside of the lot, with the motor on the lot's balcony, including installing pipes, wires and conduits through the common property wall separating the balcony from the inside of the lot, which must be consistent with the colour and appearance of the building. Where relevant **Works** means the Works that service an owner's lot;
- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.6 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 4.7 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

By-Law 33. Awnings, Shutters and Blinds (All Lots)

1. Introduction

The purpose of this by-law is to permit the owner of each lot to install awnings, shutters and blinds, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

- 2.1 The owners corporation:
 - 2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and
 - 2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.
- 2.2 Each owner must prior to commencing any Works:
 - 2.2.1 give at least 14 days' notice;
 - 2.2.2 obtain the approval from the strata committee of the details of the installation, having provided the relevant details including size, style and material; and
 - 2.2.3 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
- 2.3 During any Works, each owner must:
 - 2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
 - 2.3.2 ensure the Works are in keeping with the external appearance of the scheme;

- 2.3.3 cause as little disruption as possible to other occupants of the strata scheme;
 - 2.3.4 only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
 - 2.3.5 not store any items on common property; and
 - 2.3.6 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 Each owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works and must renew or replace any fixtures or fittings comprised in that common property.
 - 2.5 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
 - 2.6 Each owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works.

3. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. **Interpretation**

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*.
- 4.2 **lot** means a lot in the strata scheme;
- 4.3 **owner** means the owner of the lot for the time being;
- 4.4 **Works** means the installation of awnings, shutters or blinds on the lot's balcony with the fixings and attachments that are reasonably required, provided that the awning is consistent with the appearance of the building, in terms of colour, style and material.
- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.6 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

- 4.7 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

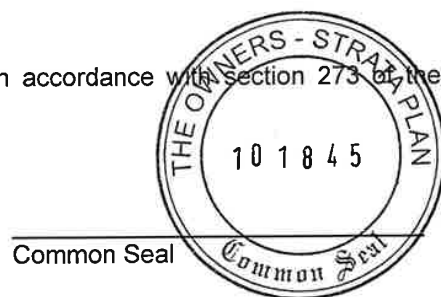
Executed by The Owners – Strata Plan No.101845 in accordance with section 273 of the *Strata Schemes Management Act 2015*.



Signature of Committee Member/Strata Manager

John Sarraf

Name of Committee Member/Strata Manager



Common Seal

Signature of 2nd Committee Member

Name of 2nd Committee Member

Approved Form 10

Certificate re Initial Period

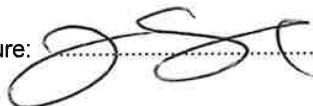


The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 101845 was affixed on ^ 7/2/22 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: John Saeef Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Lodger Details

Lodger Code	500507Y
Name	MADISON MARCUS LAW FIRM PTY LTD
Address	L 10, 60 CASTLEREAGH ST SYDNEY 2000
Lodger Box	1112G
Email	DENIS.HALL@MADISONMARCUS.CO
Reference	MM22964

Land Registry Document Identification

AS284499

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP101845	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP101845
Other legal entity

Meeting Date

16/06/2022

Added by-law No.

Details By-law 34

Amended by-law No.

Details Not applicable

Repealed by-law No.

Details Not applicable

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP101845
Signer Name	DENIS HALL
Signer Organisation	MADISON MARCUS LAW FIRM PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/06/2022

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

New South Wales
Strata Schemes Management Act 2015
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.

(A) TORRENS TITLE	For the common property CP/SP101845				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1112G</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereagh Street, Sydney NSW 2000 134904C Reference: MM22964</td></tr></table>	Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereagh Street, Sydney NSW 2000 134904C Reference: MM22964	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereagh Street, Sydney NSW 2000 134904C Reference: MM22964				
CODE CH					

- (C) The Owners-Strata Plan No. 101845 certify that a special resolution was passed on 16/6/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-Law 34
Amended by-law No. NOT APPLICABLE
as fully set out below:
See 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. 101845 was affixed on 22/6/22 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:

Authority:

Signature:

Name:

Authority:



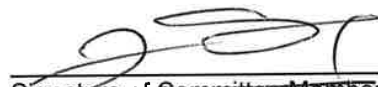
Annexure A

Consolidation of by-laws for SP101845

Summary

By-Law Number	How created	When passed
1 – 31		
By-Law 32 - By-Law 33	Dealing AR895774	25 November 2021
By-Law 34 – Wheel Clamping and Towing	Special Resolution	16 June 2022

Executed by The Owners – Strata Plan No.101845 in accordance with section 237 of the *Strata Schemes Management Act 2015*.


Signature of Committee Member/Strata Manager

John Sarraf
Name of Committee Member/Strata Manager



Signature of 2nd Committee Member

Name of 2nd Committee Member

By-Laws for SP101845 – 1 Bathurst Street, Liverpool NSW 2170

By-Law 1. Definitions and Interpretations for By-Laws

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

Act is the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual Lot.

Balcony door means the balcony door/s installed to each individual Lot.

Door Closer means the door closer installed to each individual unit front entry door.

Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual Lot.

Invitee means an invitee of an Owner or Occupier.

Local Council means the local council for the relevant strata plan.

Lot means any lot in the strata plan.

Maximum number of persons means up to two persons per bedroom.

Occupier means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

Owner means the Owner of a Lot.

Owners Corporation means Owners Corporation created by the registration of the strata plan.

Permissible short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP.

Prohibited short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP.

Small dog means a dog which at its full grown size does not exceed 10 kilos.

Unlawful short term accommodation means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual Lot.

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

- a) a word which denotes the singular includes plural and vice versa;
- b) a word which denotes any gender includes the other genders;
- c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act.
- d) references to legislation include references to amending and replacing legislation.

By-Law 2. Noise

An Owner or Occupier of a Lot must not create or permit the creation of any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

By-Law 3. Vehicles

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

3. The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

By-Law 4. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

By-Law 5. Damage to Lawn and Plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
2. use for his or her own purposes as a garden any portion of the Common Property.

By-Law 6. Damage to Common Property

1. An Owner or Occupier of a Lot must:
 - (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and

- (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.
- 2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
- 3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's Lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the Lot, or
- 4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5. Despite section 106 of the Act, the Owner of a Lot must;
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6 (clause C) that forms part of the Common Property and that services the Lot;
 - (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, structure or sign referred to in clause 3 that forms part of the Common Property and that services the Lot; and
 - (c) In the event that an Owner or Occupier fails to complete the remedial work then theses parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.

6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:
 - (a) recover from that Owner the cost of repairing the damage caused to Common Property; or
 - (b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or
 - (c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
 - (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (ii) the cost of issuing an invoice for the debt; and
 - (iii) all legal costs incurred in connection with the recovery of the debt.

- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot, including a visitor to the 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. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

By-Law 8. Children Playing on Common Property

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

By-Law 9. Behaviour of Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

By-Law 10. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 11. Hanging of Washing

1. An owner or occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the Lot).
2. An owner or occupier of a Lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An owner or occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel.
4. An owner or occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
5. In this clause:

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

By-Law 12. Cleaning Windows and Doors

1. An Owner or Occupier of a Lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials

1. An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Flooring Coverings

1. An owner or occupier of a Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Lot if the change is likely

to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.

2. All new flooring in the Building must satisfy one or both of the following:
 - (a) it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
 - (b) the flooring must result in or satisfy an L'nT,w rating of 50 or less.
3. This by-law does not affect any requirement under any law to obtain a consent to, approval for, or any other authorisation for the changing of the floor covering or surface concerned.
4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.

By-Law 15. Floor Coverings

1. An owner of a Lot must ensure that all floor space within the Lot:
 - (a) 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; and
 - (b) complies with by-law 14.2.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 16. Garbage Disposal

1. An Owner or Occupier of a residential Lot;
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or

waste, separated and prepared in accordance with the applicable recycling guidelines;

- (b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (c) must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;
 - (d) must have adequate and hygienic waste storage, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
 - (e) must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 17. Keeping of Animals

1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the Lot) on the Lot or the Common Property.
2. If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier of a Lot must:
 - (a) notify the Owners Corporation that the animal is being kept on the Lot;

- (b) keep the animal within the Lot;
 - (c) carry the animal when it is on Common Property;
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
 - (e) ensure the animal does not cause disturbance to other residents.
3. An Owner or Occupier may not in any event keep on a Lot more than one of any of a cat, small dog or small caged bird, except with the Corporation's prior written consent.

By-Law 18. Appearance of Lot

- 1. The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.
- 2. Notwithstanding clause 1, an Owner or Occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the Lot.
- 3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
- 4. The Owner or Occupier of Lot must maintain the planter boxes annexed to their Lot. In the event that the planter areas are not maintained to a standard in keeping with that of others Lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such Lot.
- 5. The Owner or Occupier of a Lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.

6. The Owner or Occupier of a Lot must ensure that barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.
8. No items (other than motor vehicles) are to be placed or stored in a Lot's car space except in a storage container which has been approved by the strata committee.

By-Law 19. Preservation of Fire Safety

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

By-Law 20. Prevention of Hazards

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

By-Law 21. Compliance with Planning and Other Requirements

1. The Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. Every Owner and Occupier must ensure that their Lot is only used as a permanent dwelling or domicile unless that Lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their Lot for another purpose, in which the Lot may be used for that other purpose.

3. No Owner or Occupier may use their Lot, or allow their Lot to be used, for unlawful short term accommodation.
4. Every Owner and Occupier must take all reasonable steps to ensure that their Lot is not used for unlawful short term accommodation.
5. Every Owner and Occupier must ensure that their Lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. Every Owner and Occupier must ensure that their Lot is not occupied by more than the maximum number of persons.
7. Every Owner and Occupier must not:
 - (a) alter the layout of their Lot; or
 - (b) carry out any alterations or additions to their Lot,so as to allow their Lot to be occupied by more than the maximum number of persons, or to create additional bedrooms.
8. In this by-law:

“maximum number of persons” means up to two persons per bedroom;

“permissible short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

“prohibited short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

“unlawful short term accommodation” means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 22. Insurance Premiums

1. An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
2. To the extent possible at law, if any part of a claim made by the Owners Corporation relates to Lot property, then the Owner of that Lot property must reimburse the Owners Corporation the excess (or if part of the claim is for Lot property the appropriate portion of the excess) payable in relation to that insurance claim

By-Law 23. Services and Equipment

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each Lot.
2. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over;
 - (a) air-conditioning systems exclusively servicing the Lot,
 - (b) ventilation system/s exclusively servicing the Lot,
 - (c) hot water systems which exclusively service the Lot,
 - (d) tempering valves (isolation valves),
 - (e) exhaust fans,
 - (f) window locks and (to the extent permitted) child safety devices,
 - (g) balcony doors (including frame, rollers, locks and glass),
 - (h) door closers which exclusively services the Lot,
 - (i) Lot doors (excluding the front door) which exclusively service the Lot,
 - (j) smoke detectors installed within the Lot,

- (k) garage doors and/or motors which exclusively service the Lot, if shared, cost is to be split evenly between Lots (if installed),
- (l) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).

3. Each Owner must:

- (a) at the cost of the Owner maintain, repair and, where necessary, replace;
 - (i) air-conditioning systems exclusively servicing the Lot,
 - (ii) ventilation system/s exclusively servicing the Lot,
 - (iii) hot water systems which exclusively service the Lot,
 - (iv) tempering valves (isolation valves),
 - (v) exhaust fans,
 - (vi) window locks and (to the extent permitted) child safety devices,
 - (vii) balcony doors (including frame, rollers, locks and glass),
 - (viii) door closers which exclusively services the Lot,
 - (ix) Lot doors (excluding the front door) which exclusively service the Lot,
 - (x) smoke detectors installed within the Lot,
 - (xi) garage doors and/or motors which exclusively service the Lot, if shared, cost is to be split evenly between Lots (if installed),
 - (xii) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).
- (b) use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;
- (c) repair damage caused to Common Property caused by exercising rights under this by-law; and
- (d) indemnify the Owners Corporation and the Owners and Occupiers of other Lots against all claims and liability caused by exercising rights under this by-law.

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

shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).

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

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective Lots (**Locks**).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
 - (a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
 - (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his Lot.

By-Law 25. Noticeboard

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

By-Law 26. Building Works and Alterations

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.
2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the strata committee.

By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;
 - (a) interfere with or damage any fire safety device; or
 - (b) activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;
 - (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.

- (c) notify the Owners Corporation or a risk of fire or other hazard within the Parcel.
 - (d) subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a Lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).
4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

By-Law 28. Service of Documents on Owner of Lot by Owners Corporation

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

By-Law 29. No Smoking

1. In this by-law:

“**Common Property**” means the common property for the Strata Scheme.

“**External Areas**” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, veranda, terrace or deck.

“Lot” means all Lots within the Strata Scheme.

“Occupier” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“Owner” means the owner of a Lot and that owner’s successors in title.

“Strata Scheme” means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 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.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

By-Law 30. Maintenance of Building

1. Building maintenance can be extremely costly and disruptive to the efficient and effective management of the building and is essential to lengthen the life cycle of the strata scheme’s building for the enjoyment of all owners and occupants.
2. The purpose of this by-law is to:
 - (a) put in place a framework and regime for the owners to follow to efficiently and effectively maintain the common property within the strata scheme building; and

- (b) ensure that the owners corporation properly inspects and maintains the building, to minimise the building issues that may arise during the life of the building, minimise the cost of building maintenance and mitigates its losses.
- 3. In order to properly maintain the building and reduce, where possible, the disruption to owners/occupiers that arises with building repair works, the owners corporation must use its best endeavours to comply with the initial maintenance schedule provided on or before the first annual general meeting.
- 4. In the interests of reducing the costs associated with resolving any disputes about building defects, prior to commencing any Court or Tribunal proceedings for breach of statutory warranty, the owners corporation must take the following steps:
 - (a) make reasonable efforts to ensure that the person who is allegedly in breach of the statutory warranty (**builder**) is given notice in writing (**breach notice**) within 6 months after an alleged breach of statutory warranty (**breach**) becomes apparent;
 - (b) allow the builder such access to that residential building work as the builder may reasonably require for the purpose of or in connection with inspecting and rectifying the breach;
 - (c) where the builder agrees in writing that it is willing to do so, allow the builder a reasonable time to rectify a breach, being at least 60 days from the later of the day of the breach notice and the time the builder is given access to the residential building work;
 - (d) alternatively to (c), allow the builder a period of 60 days to provide a written reply to any breach, from the later of the time of the breach notice and the time the builder is given access to inspect the residential building work;
 - (e) if no agreement is reached between the owners corporation and the builder on any breach and the builder confirms in writing that it agrees to mediate the dispute, refer the breach to independent mediation and in good faith negotiate and mediate with the builder in relation to the breach. If the owners corporation and the builder cannot agree on a mediator or form of mediation, the mediator is to be appointed by the President of the Resolution Institute;

- (f) if the builder fails to rectify a breach within the time specified in (c) or fails respond to a breach notice in accordance with (d), give at least 28 days' written notice to the builder requiring rectification or a response (**1st notice**);
- (g) if the builder fails to rectify a breach or respond in accordance with the 1st notice, give at least 28 days' written notice to the builder requiring that rectification or response (**2nd notice**), and allow the builder the time to rectify or respond in accordance with the 2nd notice; and
- (h) if the builder fails to rectify a breach or respond in accordance with the 2nd notice, obtain legal advice.

By-Law 31. Registration of Dealing

If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.

By-Law 32. Air Conditioners (All Lots)

1. Introduction

The purpose of this by-law is to permit each owner to install an air conditioner, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

- 2.1 The owners corporation, subject to the provisions of this by-law:
 - 2.1.1 specifically authorises and grants a special privilege to each owner to carry out the Works; and
 - 2.1.2 grants to each owner exclusive use of such of the common property as is reasonably required to keep and use their lot's Works.
- 2.2 Prior to commencing any Works, an owner must:
 - 2.2.1 give at least 14 days' notice;
 - 2.2.2 obtain the approval from the strata committee of the details of the installation, having provided the relevant details including size, style and location; and
 - 2.2.3 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

- 2.3 During any Works, an owner must:
- 2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
 - 2.3.2 cause as little disruption as possible to other occupants of the strata scheme;
 - 2.3.3 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;
 - 2.3.4 not store any items on common property; and
 - 2.3.5 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by those Works and must renew or replace any fixtures or fittings comprised in the Works as and when necessary.
- 2.5 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works.
- 2.6 Each owner must at his or her cost:
- 2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Works; and
 - 2.6.2 ensure that:
 - (a) their lot's Works do not create noise likely to interfere unreasonably with the peaceful enjoyment of the occupier of another lot;
 - (b) any holes or penetrations are at all times adequately sealed and waterproofed; and
 - (c) their lot's Works have sufficient fittings to ensure any condensation or other water runoff does not enter any other lot or the common property.

3. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. **Interpretation**

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*.

- 4.2 **lot** means a lot in the strata scheme;
- 4.3 **owner** means the owner of a lot for the time being;
- 4.4 **Works** means the installation of a split system air conditioner to service the inside of the lot, with the motor on the lot's balcony, including installing pipes, wires and conduits through the common property wall separating the balcony from the inside of the lot, which must be consistent with the colour and appearance of the building. Where relevant **Works** means the Works that service an owner's lot;
- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.6 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 4.7 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

By-Law 33. Awnings, Shutters and Blinds (All Lots)

1. Introduction

The purpose of this by-law is to permit the owner of each lot to install awnings, shutters and blinds, subject to the terms of this by-law.

2. Authorisation and Conditions of Works

- 2.1 The owners corporation:
 - 2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and
 - 2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.
- 2.2 Each owner must prior to commencing any Works:
 - 2.2.1 give at least 14 days' notice;
 - 2.2.2 obtain the approval from the strata committee of the details of the installation, having provided the relevant details including size, style and material; and
 - 2.2.3 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
- 2.3 During any Works, each owner must:
 - 2.3.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
 - 2.3.2 ensure the Works are in keeping with the external appearance of the scheme;

- 2.3.3 cause as little disruption as possible to other occupants of the strata scheme;
 - 2.3.4 only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
 - 2.3.5 not store any items on common property; and
 - 2.3.6 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 Each owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works and must renew or replace any fixtures or fittings comprised in that common property.
 - 2.5 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
 - 2.6 Each owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works.

3. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. **Interpretation**

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*.
- 4.2 **lot** means a lot in the strata scheme;
- 4.3 **owner** means the owner of the lot for the time being;
- 4.4 **Works** means the installation of awnings, shutters or blinds on the lot's balcony with the fixings and attachments that are reasonably required, provided that the awning is consistent with the appearance of the building, in terms of colour, style and material.
- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.6 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

- 4.7 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

By-Law 34. Wheel Clamping and Towing

1. Introduction

The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme by prohibiting owners and occupiers from parking on common property and enabling the owners corporation to immobilise or tow motor vehicles and recover the cost.

2. No Parking on common property

- 2.1 An owner or occupier must not park on common property, including in visitor spaces, without the owners corporation's prior written approval.
- 2.2 The owners corporation may install bollards on or in a visitor space to prevent non-visitors from parking in those spaces and signs notifying occupiers of this by-law.
- 2.3 An owner or occupier must not park on or in the parking space forming part of another owner's lot, without that owner's prior written approval

3. Owners corporation's power in the event of a breach of this by-law

- 3.1 The owners corporation may (at its complete discretion and by authority of the strata committee) elect to give an owner or occupier one warning before it enforces the terms of this by-law.
- 3.2 If an owner or occupier breaches this by-law, the owners corporation may:
- 3.2.1 place a notice on the windscreen on the owner's or occupier's vehicle that they have breached this by-law and must immediately remove their vehicle;
 - 3.2.2 immobilise the relevant vehicle, including by wheel clamping or any other similar device;
 - 3.2.3 subject to any relevant law, tow or move the car from the common property or other owner's car space;
 - 3.2.4 if a notice is issued in accordance with clause 3.2.1, recover from the relevant owner or occupier the reasonable cost of sending the notice, and the expenses of recovering those costs;
 - 3.2.5 if a vehicle is immobilised in accordance with clause 3.2.2, recover from the relevant owner or occupier the cost of immobilising the relevant vehicle and removing the immobilisation device, and the expenses of recovering those costs; and
 - 3.2.6 if a vehicle is towed or moved in accordance with clause 3.2.3, recover from the relevant owner or occupier the cost of moving the relevant vehicle, and the expenses of recovering those costs.
- 3.3 By virtue of this by-law and section 135 of the Act, each owner and occupier consents to their vehicle being immobilised, and this operates as a consent under section 651B of the *Local Government Act 1993*.
- 3.4 The owners corporation may install signs warning of the existence of this by-law and the possibility of the vehicles of owners and occupiers in breach of it being immobilised.
- 3.5 The owner or occupier must take all reasonable steps to ensure their visitor complies with the terms of this by-law and if notified of non-compliance by an owner's visitor, must show the

owners corporation what steps the owner has taken to prevent further non-compliances by visitors.

4. Recovery

- 4.1 A debt will be recoverable in the same manner as unpaid contributions.
- 4.2 A debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the debt, bear interest at the same rate as unpaid contributions under section 85 of the Act.
- 4.3 The owners corporation may recover all of its expenses of recovering a debt on an indemnity basis.

5. Interpretation

In this by-law:

- 5.1 **Act** means the *Strata Schemes Management Act 2015*.
- 5.2 **debt** means any amount payable to the owners corporation under this by-law.
- 5.3 **notice** means a notice issued in accordance with clause 3.2.1 of this by-law.
- 5.4 **occupier** means an occupier of a lot in the strata scheme.
- 5.5 **owner** means an owner of a lot in the strata scheme.
- 5.6 **Regulation** means the *Strata Schemes Management Regulation 2016*.
- 5.7 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 5.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 5.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

Executed by The Owners – Strata Plan No.101845 in accordance with section 212 of the *Strata Schemes Management Act 2015*.


Signature of Committee Member/Strata Manager

John Sarraf
Name of Committee Member/Strata Manager



Common Seal

Signature of 2nd Committee Member

Name of 2nd Committee Member

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 719008:182807
Ppty: 197475

Cert. No.: 2022

Applicant:
MS S ROBINS
PO BOX 7133
MOUNT ANNAN NSW 2567

Receipt No.: 6476655
Receipt Amt.: 70.00
Date: 18-Sep-2025

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2021. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 67 SP 101845
Street Address: 67/ 1 BATHURST STREET, LIVERPOOL NSW 2170

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

(1) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

DCPs:

Liverpool DCP 2008

(2) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation or public exhibition under the Act).

Draft LEPs:

Draft Liverpool Local Environmental Plan 2008 (Amendment 95)

Draft SEPPs*:

N/A

Draft DCPs:

N/A

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with

respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

The land use and zoning information under any EPI applying to the land is given below.

(a) Name of zone, and the EPI from which the land zoning information is derived.

R4 High Density Residential - Liverpool LEP 2008

(b)(i) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

(b)(ii) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

(b)(iii) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b)(i) or (b)(ii)

(c) Additional permitted uses apply to the land:

Nil

(d) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

(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 (however described):

No

(g) Is there an item of environmental heritage (however described) situated on the land:

No

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Liverpool Contributions Plan 2018 - Liverpool City Centre

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

Greater Sydney Region - Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Not Applicable

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which complying development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why complying development is prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code, Low Rise Housing Diversity Code (for purposes other than dual occupancies), Pattern Book Development Code (for purposes other than dual occupancies), Inland Code	All	
Industrial and Business Buildings Code	All	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, and Demolition Code	All	
Low Rise Housing Diversity Code (for purposes of dual occupancies), Pattern Book Development Code (for purposes of dual occupancies)	All	

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not

have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

5. Exempt development

The information below outlines whether exempt development is permitted on the land as per the provisions of clauses 1.16(1)(b1)–(d) or 1.16A SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which exempt development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why exempt development is prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code	All	

Note: Despite information in the table above, certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Nil

6. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

7. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part 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 is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

9. Flood related development controls

(1) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

(2) Is the land, or part of the land, between the flood planning area and the probable maximum flood (outside the flood planning area, but within the extent of the probable maximum flood), and subject to flood related development controls?

Yes, the land, or part of the land, is within the extent of the probable maximum flood and subject to flood related development controls (example: schools). However, the land is NOT subject to flood related development controls for residential premises, but subject to flood related development controls for group homes and senior housing.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

Note:

Flooding certificate will be provided as an annexure to Section 10.7(5) certificate only if the land, or part of the land, is within the flood planning area.

Flood planning area has the same meaning as in the Floodplain Development Manual. It is generally the 1% annual exceedance probability plus a 0.5m freeboard or as outlined in relevant DCP.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Western Sydney Aerotropolis DCP 2022	No

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Planning for Bushfire Protection (Rural Fire Services, 2025)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes , see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No
	Western Sydney Aerotropolis DCP 2022	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 24 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

13. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

14. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

15. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

16. Biodiversity stewardship sites*

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

17. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

For information about what biodiversity certification means if your property is "Yes, certified" or "Yes, non-certified", please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>

18. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

20. Western Sydney Aerotropolis

As per the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

No

(b2) Affected by the Windshear Assessment Trigger Area?

No

(c) Affected by the Obstacle Limitation Surface Area?

No

(d) Affected by the Public Safety Area on the Public Safety Area Map?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

No

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

21. Development consent conditions for seniors housing*

Are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of State Environmental Planning Policy (Housing) 2021?

No

22. Site compatibility certificates and conditions for affordable rental housing*

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land?

No

(2) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021?

No

(3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

No

Note: former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services provided under the Water Industry Competition Act 2006*

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

No, this land is not subject to an alternative servicing arrangement under the WIC Act 2006

Note: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal

services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.

24. Special entertainment precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?

No

25. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.



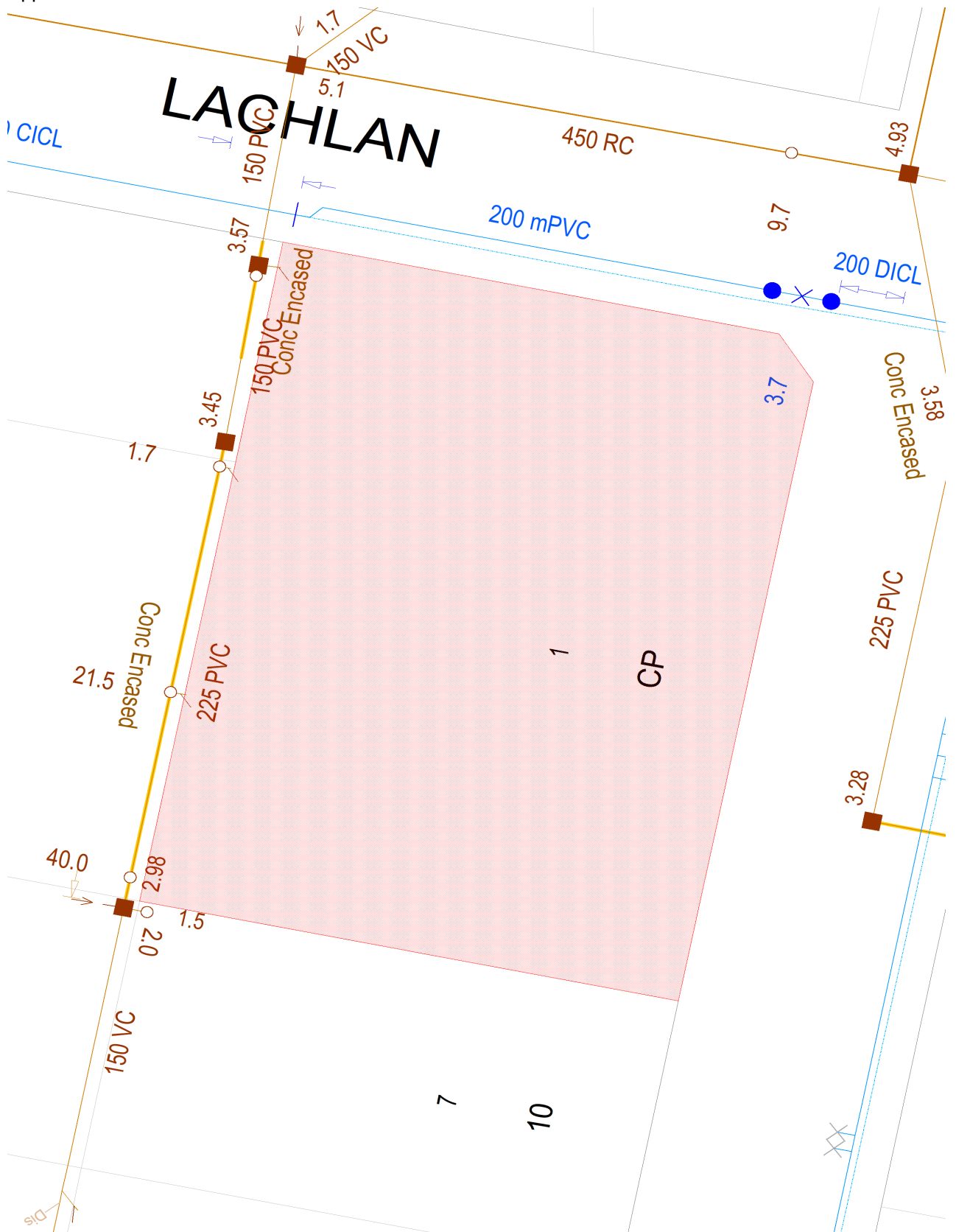
For further information, please contact
CALL CENTRE – 1300 36 2170

Jason Bredon
Chief Executive Officer

Liverpool City Council

Service Location Print
Application Number: 8004648553

Application Number: 8004648553



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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)

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