

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Infinity Property Agents</b> <b>Suite 38/112-122 McEvoy Street, Alexandria,</b> <b>NSW 2015</b>	<b>Phone: 02 9699 9179</b> <b>Fax: 02 9699 9793</b> <b>Ref: Kimiko Inagaki and Robin Gairhe -</b> <b>and 0468 573 623</b>
co-agent		
vendor	<b>Gregory William Forbes and Georgina Anne Forbes</b> <b>16 Douglas Avenue, North Epping, NSW 2121</b>	
vendor's solicitor	<b>Conveyancing Now NSW Pty Ltd</b> <b>2, 55 President Avenue, Kogarah NSW 2217</b> <b>PO Box 98, Padstow NSW 2211</b>	<b>Phone: 02 9188 8377</b> <b>Email: karina@conveyancingnownsw.com</b> <b>Fax: 02 9188 8376</b> <b>Ref: JS:KW:240706</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>3/29 Howard Avenue, Dee Why, New South Wales 2099</b> <b>Registered Plan: Lot 3 Plan SP 68946</b> <b>Folio Identifier 3/SP68946</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

### SIGNING PAGE

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

**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*☒ NO☐ yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input checked="" type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
---	---

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

Fresh Strata Pty Ltd

1/1 Sydenham Road, Brookvale, NSW 2100 Phone: (02) 9939 8061

reception@freshstrata.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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

3/29 HOWARD AVE, DEE WHY 2099

- 33** The Contract is amended as follows:
- (a) Clause 3.10.2 & 3.11.2 are deleted.
  - (b) Clause 7.1.1 is amended by deleting "5%" and inserting in its place "\$1,000";
  - (c) Clause 14.4.2 is replaced with the words "by adjusting the amount actually payable by the Vendor for the property";
  - (d) Clause 23.13 and 23.14 is amended by replacing the figure "7" with "3";
  - (e) Clause 23.14 is amended by deleting the first sentence of the clause.
  - (f) Clause 25.1.1 is amended by deleting "limited".
- 34** The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor's behalf made any representation or given any warranties in respect of the same,
- 35** The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36** The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor's agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor's agent). The parties agree that this condition must not merge on completion of this Contract.
- 37** Should either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) being a company:
    - i. resolves to go or enters into liquidation;
    - ii. has an application for its winding up filed;
    - iii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
    - iv. has a liquidator, receiver or official manager of it appointed or otherwise become an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*;
    - v. is unable to pay its debts within the meaning of the *Corporations Act 2001 (Cth)*; or
    - vi. deregisters itself; or

- (b) if a natural person:
  - i. is or becomes bankrupt;
  - ii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
  - iii. is or becomes a protected person under the *Protected Estates Act, 1993*; or
  - iv. is or becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the *Mental Health Act, 1990*;
  - v. dies,

then either party may rescind this Contract by notice to the other party. If the Purchaser is not otherwise in default under this Contract, the Contract will be at an end upon service of such a notice and provisions of the printed Clause 19 will apply to that rescission. If any of the events in subclauses (a), b(i),b(ii) or b(iii) occur, they constitute a breach of this contract for the purposes of clause 19.2.3.

**38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.

- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 10% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
- (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.

**39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.

**40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

**41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:

- (a) 5% on the signing of this Contract payable to the Depositholder; and
- (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

Our Ref: JS:KW:240706  
Your Ref:

To: **Fresh Strata Pty Ltd**

E: reception@freshstrata.com.au

**AUTHORITY TO INSPECT STRATA RECORDS**

**Forbes Proposed Sale**

**Property: 3/29 Howard Avenue, Dee Why NSW 2099**

We confirm that we act on behalf of Gregory William Forbes and Georgina Anne Forbes, the owner, in the sale of the abovementioned property.

We hereby authorise you to allow the prospective Purchaser or its appointed agent to inspect the books and records and prepare a Strata Report for the said property.

Signed



---

for Conveyancing Now NSW  
on behalf of **Gregory William Forbes and Georgina Anne Forbes**

## REQUISITIONS ON TITLE

### REQUISITIONS

1	In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).	NOTED
2	Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	NO
3	Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?	NO
4	Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor?	NO
5	Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale?	NO
6	Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	NO
7	The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.	NOTED
8	Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?	NO
9	Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?	NO
10	Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?	NO
11	Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?	NO
12	Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?	NO
13	Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	VENDOR RELIES ON CONTRACT

## REQUISITIONS

14	Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?	NO
15	Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?	NO
16	Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?	NO
17	Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:	
(a)	Any easement, licence or other entitlement which benefits or affects the land?	NO
(b)	Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?	NO
(c)	Any notice of resumption or intended resumption?	NO
(d)	Any proposal to re-align or widen any road which is adjacent to the property?	NO
(e)	Any proposal by any public or statutory authority?	NO
(f)	Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?	NO
(g)	Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?	NO
(h)	Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?	NO
18	<u>If the property is sold subject to tenancy</u> , is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser?	NOT APPLICABLE
19	Is the Vendor aware of any amendments of any current proposal for the amendment of the by-laws which are not disclosed in the contract?	NO
20	Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?	NO
21	Is the Vendor aware of any action taken or proposals regarding:	
(a)	The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?	NO
(b)	The transfer, lease or dedication of common property or of additional common property?	NO

## REQUISITIONS

(c)	The vesting in a proprietor of the exclusive use of part of the common property?	NO
(d)	The creation or release of any easement or restriction as to user?	NO
(e)	Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?	NO
22	Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?	NO
23	Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the Vendor) to carry out work on or in relation to that lot?	NO
24	Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?	NO
25	Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?	PURCHASER SHOULD RELY ON OWN ENQUIRIES
26	Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?	NO
27	Is the Vendor aware of:	
(a)	any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are:	
	(1) fully covered by a contribution levied prior to the date of the contract; or	
	(2) normal operating expenses and are or could properly be made the subject of a contribution to the Administration Fund?	NO
(b)	any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would exceed one half of one per centum of the price of the lot being sold by the Vendor?	NO
28	Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation.	TO BE PROVIDED IN S184 CERTIFICATE UPON EXCHANGE



FOLIO: 3/SP68946

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
31/1/2024	7:09 PM	3	9/9/2018

LAND

----

LOT 3 IN STRATA PLAN 68946  
AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

-----

GREGORY WILLIAM FORBES  
GEORGINA ANNE FORBES  
AS JOINT TENANTS (T 9214387)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP68946  
2 SP68946 RESTRICTION(S) ON THE USE OF LAND  
3 SP68946 POSITIVE COVENANT  
4 9214388 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*





FOLIO: CP/SP68946

SEARCH DATE	TIME	EDITION NO	DATE
31/1/2024	7:09 PM	8	9/2/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 68946  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP68946

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 68946  
ADDRESS FOR SERVICE OF DOCUMENTS:  
29 HOWARD AVENUE  
DEE WHY 2095

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A863774 COVENANT
- 3 AN674131 INITIAL PERIOD EXPIRED
- 4 AS845861 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 68946

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 237	2	- 223	3	- 243	4	- 313
5	- 208	6	- 223	7	- 236	8	- 230
9	- 229	10	- 234	11	- 223	12	- 223
13	- 250	14	- 234	15	- 248	16	- 255
17	- 237	18	- 243	19	- 243	20	- 234
21	- 248	22	- 248	23	- 421	24	- 236
25	- 252	26	- 244	27	- 374	28	- 358
29	- 349	30	- 449	31	- 273	32	- 280
33	- 269	34	- 421	35	- 133	36	- 162
37	- 258	38	- 259				

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

240706

PRINTED ON 31/1/2024

**Strata Certificate**  
 I, **ANTHONY ALLEN**, being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approve of the proposed:

\*strata plan/strata plan of subdivision  
 illustrated in the annexure to this certificate.

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

\*The strata plan/strata plan of subdivision is part of a development scheme. The Council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development outlined in which it exists.

\*The strata plan/strata plan of subdivision is subject to the encroachment of the building beyond the alignment of.....

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

\*The approved is given on the condition that the use of (left)

the storage or accommodation of boats, motor-vehicles or goods (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor-vehicles or goods) is restricted to the proprietor/occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 17/10/2002

Subdivision No. 237/2002

Accreditation No. 126/01/583

Relevant Development Consent No. 2000/5174/DA

Issued By: **ANTHONY ALLEN**  
 C.O.C.

Complete or delete if applicable

Accredited/Proprietor/Manager/Proprietor/Certifier

## SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	U.E.	LOT NO.	U.E.
1	237	20	234
2	223	21	248
3	243	22	248
4	313	23	421
5	208	24	236
6	223	25	252
7	236	26	244
8	230	27	374
9	229	28	358
10	234	29	349
11	223	30	449
12	223	31	273
13	250	32	280
14	234	33	269
15	248	34	421
16	255	35	133
17	237	36	162
18	243	37	258
19	243	38	259
Aggregate:		10000	

PLAN OF SUBDIVISION OF LOT 161 D.P. 1045755

L.G.A.: WARRINGAH

Suburb/Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

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

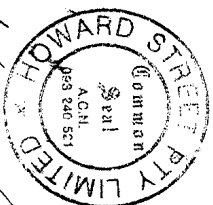
THE OWNERS  
 STRATA PLAN No. 68946  
 29 HOWARD AVENUE  
 DEE WHY 2099

## FOR LOCATION PLAN SEE SHEET 2

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

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD) DEVELOPMENT ACT 1973 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND.
2. POSITIVE COVENANT.



**Mark Andrew**  
 Director  
 David  
 Secretary

Mortgagee under Mortgage No. 823686  
 Signed at Sydney this 15<sup>th</sup> day of  
 October 2002 for National  
 Australia Bank Limited A/CN 12 004 044 937  
 by **MARY FERGUSON** its duly  
 appointed Attorney under Power of Attorney  
 No. 545 Doc 3004

Manager  
**Kyle Griffith**  
 Witness/Bank Officer  
 255 George Street, Sydney NSW

SP68946

Registered: 24.10.2002

Purpose: STRATA PLAN

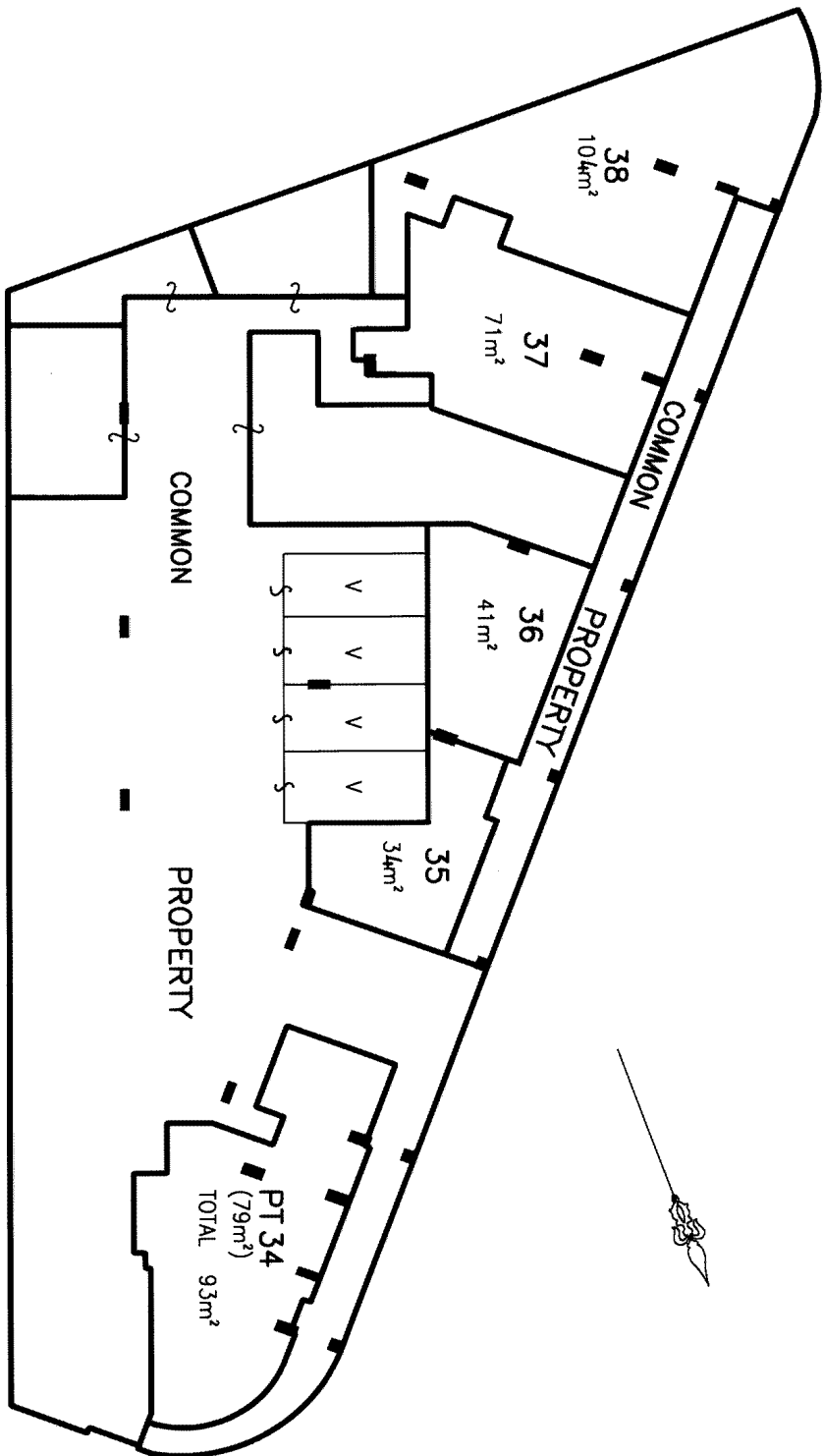
Ref. Map: U1860-64

Last Plan: DP 1045755



**SURVEYOR'S REFERENCE : 010904 SP**

SP68946



V - DENOTES VISITORS CARSPACE

GROUND LEVEL

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

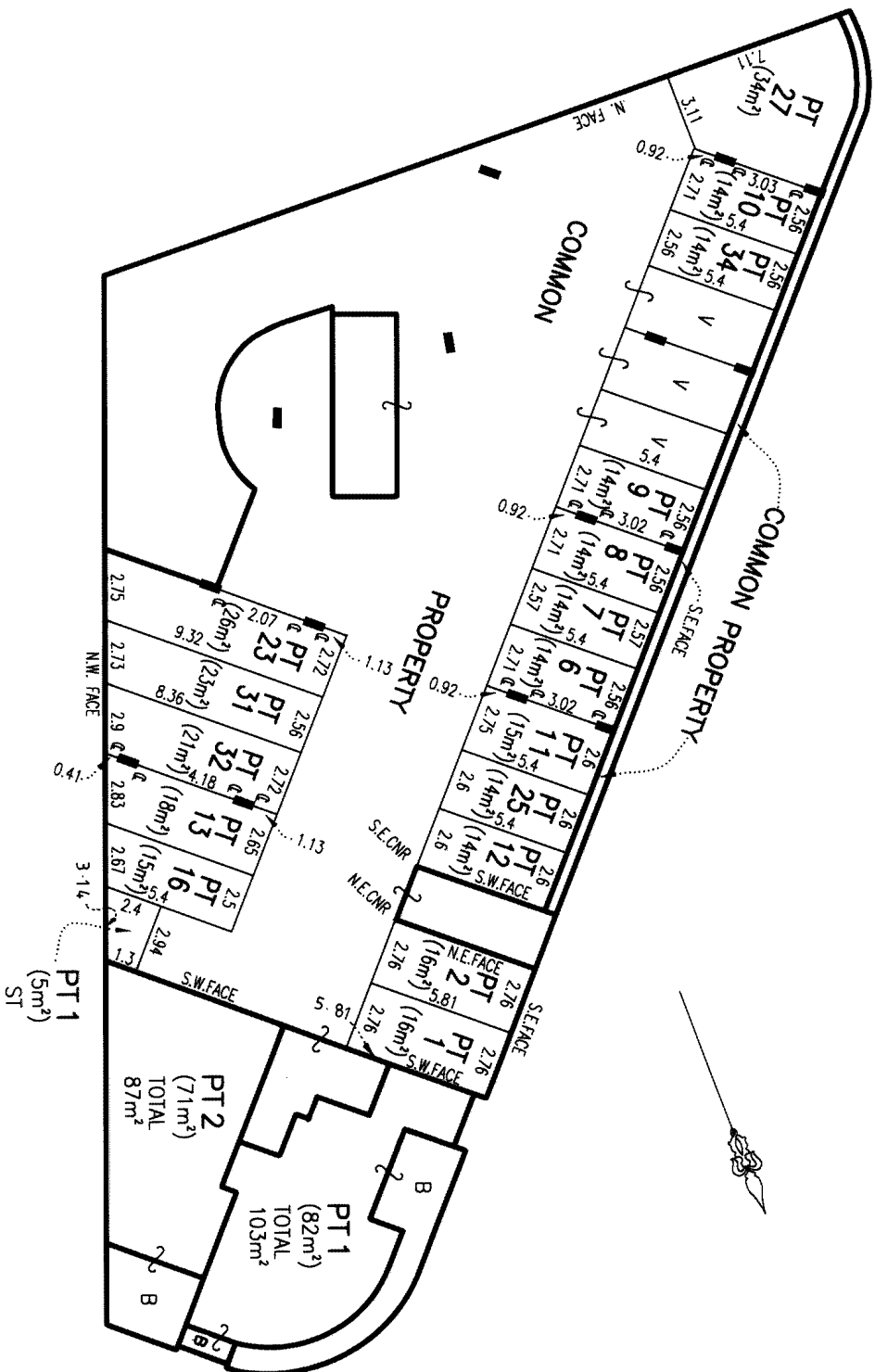
*M. S. Jahan*

Authorised Person/General Manager/Accredited Certifier

*[Signature]*

SP68946

THE STRATUM OF THE  
BALCONIES, WHERE NOT COVERED,  
IS LIMITED TO 2.1 METRES ABOVE  
THE UPPER SURFACE OF THEIR  
RESPECTIVE FLOORS.



LEVEL 1

- B - DENOTES BALCONY
- CL - DENOTES CENTRE OF FACE OF COLUMNS
- P - DENOTES PLANTER
- ST - DENOTES STORAGE SPACE
- V - DENOTES VISITOR CARSPACE

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

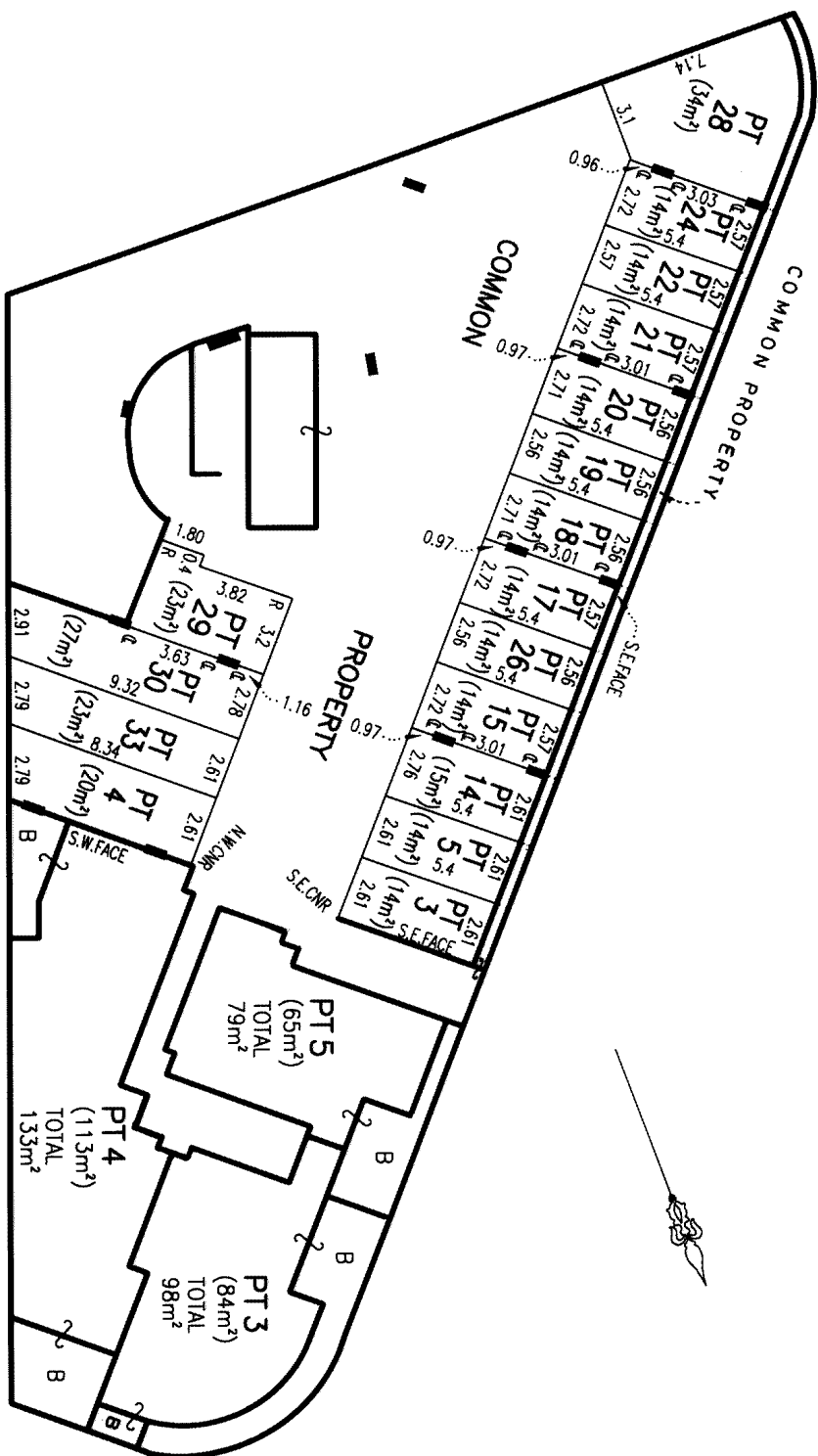
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010904 SP

X:\ACAD\DATA\_MJR\010904\_HOWARD-AVE\LEVEL\_01.DWG

SP68946

THE STRATUM OF THE  
BALCONIES, WHERE NOT COVERED,  
IS LIMITED TO 2.1 METRES ABOVE  
THE UPPER SURFACE OF THEIR  
RESPECTIVE FLOORS.



LEVEL 2

- B - DENOTES BALCONY  
C - DENOTES CENTRE OF FACE OF COLUMNS  
P - DENOTES PLANTER  
R - DENOTES 90°

Reduction Ratio 1 : 200

Lengths are in metres

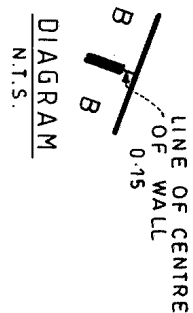
Registered Surveyor

M. S. J. J. J.

Authorised Business/General Manager/Incorporated Officer

SURVEYOR'S REFERENCE : 010904 SP

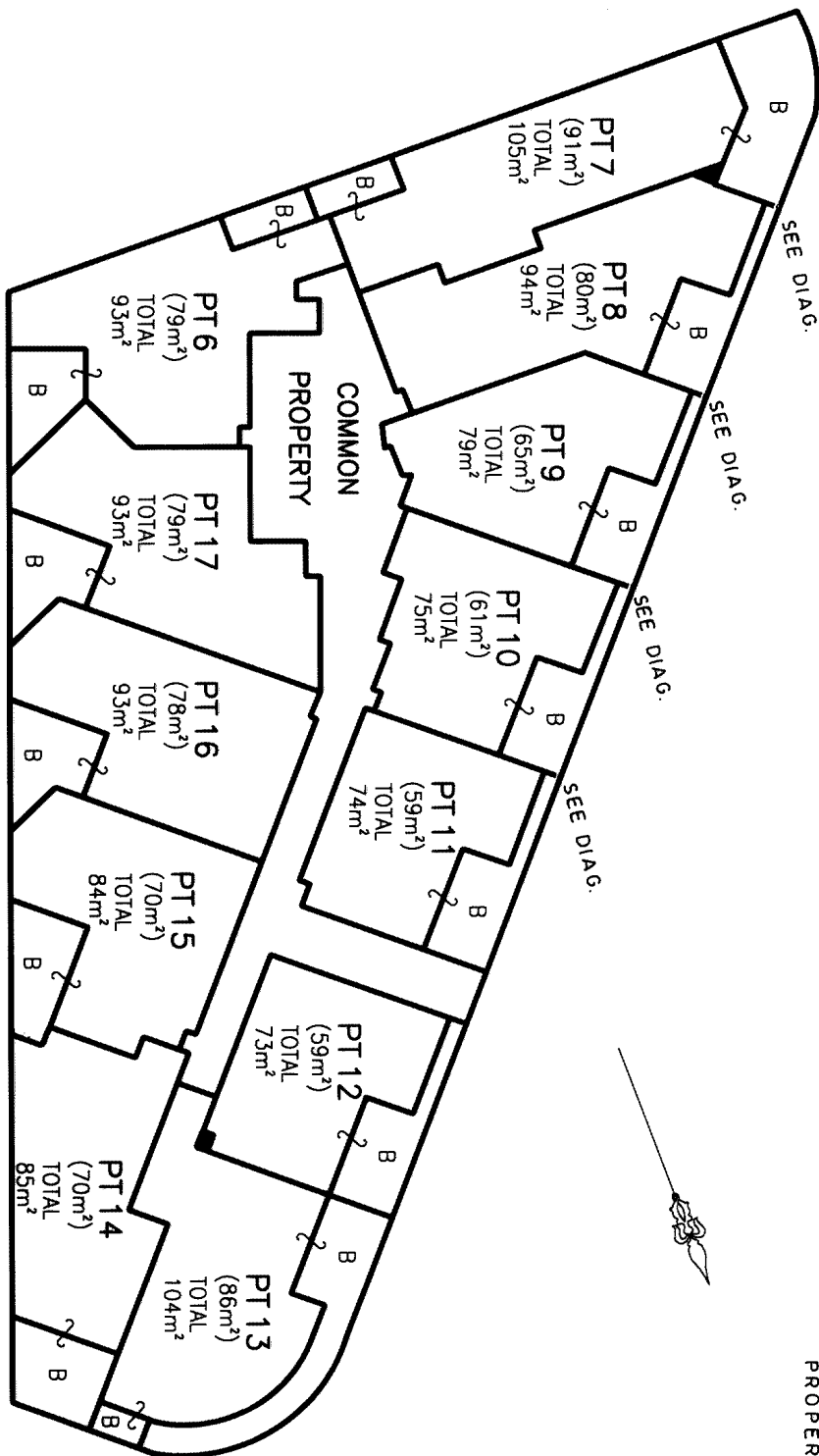
X:\ACADATA\_MJR\010904\_HOWARD-AVE\LEVEL\_02.DWG



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.1 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

NOTE: LOUVRES & SHUTTERS ON BALCONIES ARE COMMON PROPERTY.

SP68946



B - DENOTES BALCONY

LEVEL 3

Reduction Ratio 1 : 200

Lengths are in metres

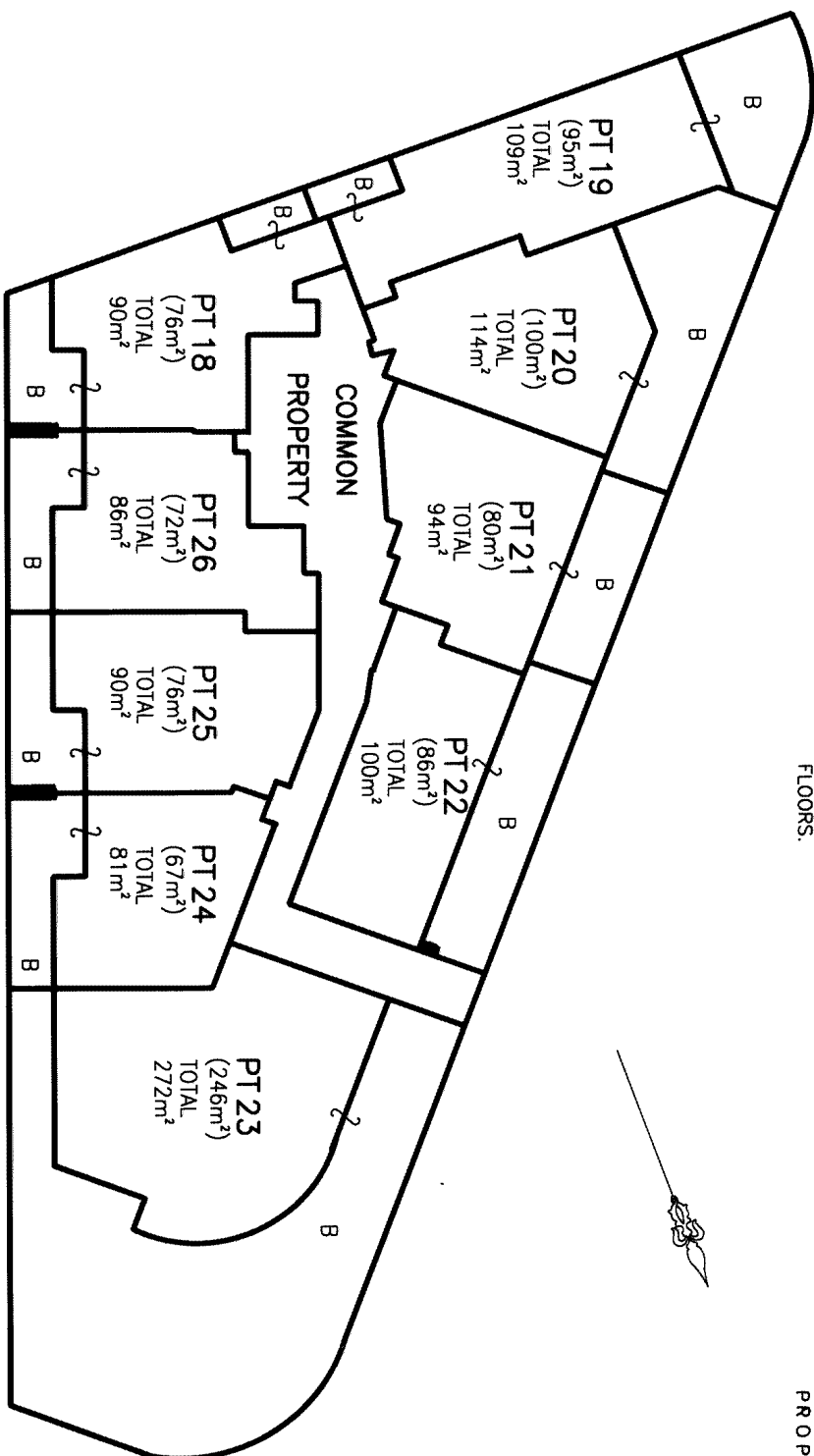
Registered Surveyor

Authorised Person/General Manager/Accountant/Certifier

SP68946

THE STRATUM OF THE BALCONIES,  
WHERE NOT COVERED, IS LIMITED  
TO 2.5 METRES ABOVE THE UPPER  
SURFACE OF THEIR RESPECTIVE  
FLOORS.

NOTE: LOUVRES & SHUTTERS ON  
BALCONIES ARE COMMON  
PROPERTY.



B - DENOTES BALCONY

LEVEL 4

Reduction Ratio 1 : 200

Lengths are in metres

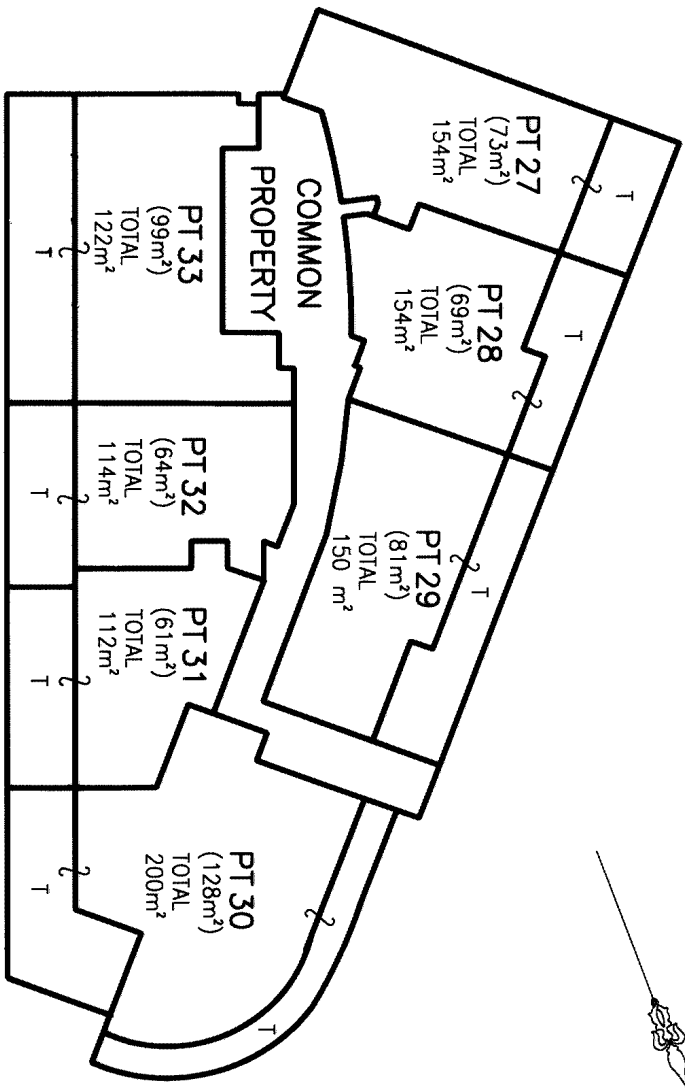
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 010904 SP



SP68946

NOTE: LOUVRES & SHUTTERS ARE  
COMMON PROPERTY.THE STRATUM OF THE TERRACES,  
WHERE NOT COVERED, IS LIMITED  
TO 2.5 METRES ABOVE THE UPPER  
SURFACE OF THEIR RESPECTIVE  
FLOORS.

T - DENOTES TERRACE

LEVEL 5

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

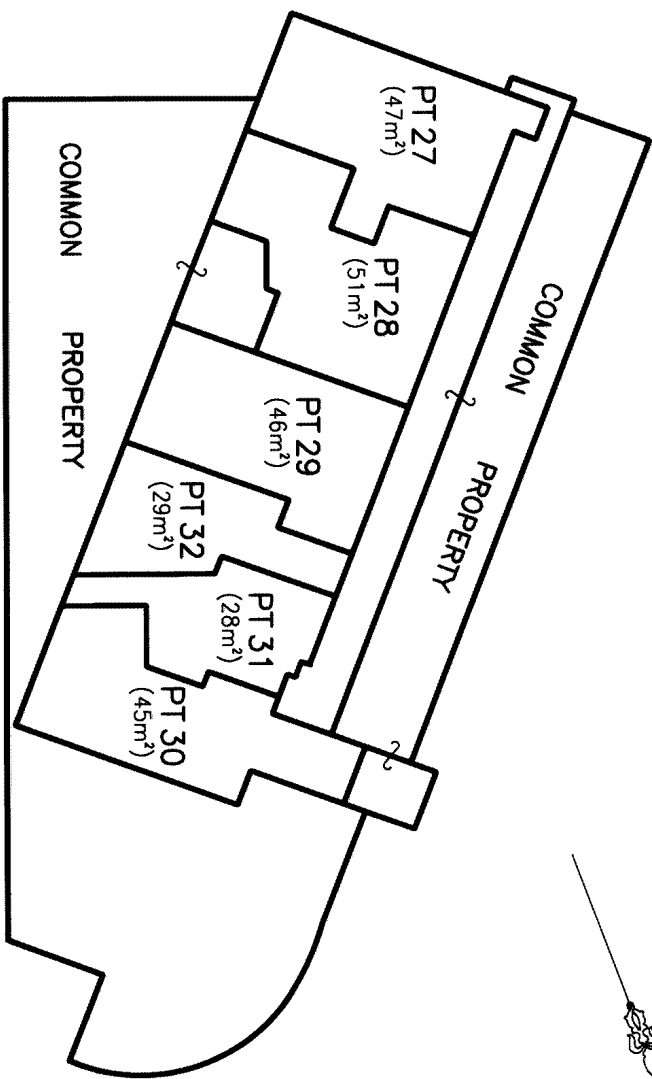
M.S. Khan

Authorised Person/General Manager/Accredited Certifier

C. Khan

SURVEYOR'S REFERENCE : 010904 SP

SP68946



LEVEL 6

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor  
*M. S. Jellum*

Authorised Person/General Manager/Accredited Certifier  
*[Signature]*

SURVEYOR'S REFERENCE : 010904 SP

X:\ACAD\DATA\_MJR\010904\_HOWARD-AVE\LEVEL\_06.DWG

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

(Sheet 1 of 4 sheets)

Lengths are in metres

### PART 1 (Creation)

**Plan:**

**SP68946**

Plan of Subdivision of Lot 16 of Section 46  
in DP 8172 covered by Council Certificate  
No 53/2002  
Dated:

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

Howard Street Pty Limited of Suite 301,  
"The Bijou", 2A Rowntree Street, Balmain.

1. Identity of restriction firstly referred to in  
abovementioned plan:

Restriction on the Use of Land

Lots burdened  
All lots

Schedule of lots etc. affected

Authority benefited  
Warringah Council

2. Identity of positive covenant secondly  
referred to in abovementioned plan:

Positive Covenant

Lots burdened  
All lots

Schedule of lots etc. affected

Authority benefited  
Warringah Council

### PART 2 (Terms)

Terms of restriction firstly referred to in the abovementioned plan:

The registered proprietor covenants with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. 2000/5174 (herein after called "the system").

The registered proprietors covenant with the Warringah Council (Council) that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
2. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.



# SP68946

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

Lengths are in metres

(Sheet 2 of 4 sheets)

3. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. 2000/5174 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

**Terms of positive covenant secondly referred to in the abovementioned plan:**

The registered proprietors covenant with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms conditions:

1. The registered proprietor will:
  - (i) keep the structure and works clean and free from silt, rubbish and debris
  - (ii) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
3. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
4. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
  - (i) 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 necessary equipment and carry



## SP68946

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

(Sheet 3 of 4 sheets)

Lengths are in metres

out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 hereof.

- (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
  - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph 1 hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
  - (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

5. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land detailed on the plans approved by Council No. 2000/5174 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

**Name of authority empowered to release vary or modify restriction on use firstly and positive covenant secondly referred to in the abovementioned plan:**

Warringah Council

Date:



SP68946

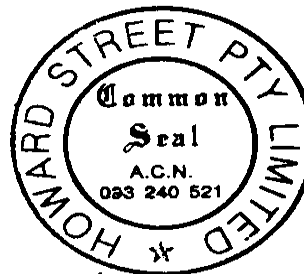
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B, Conveyancing Act, 1919.

Lengths are in metres

(Sheet 4 of 4 sheets)

For and on behalf of Howard Street Pty Limited:

*Mike Norckovici*  
Director



*[Signature]*  
Secretary

For and on behalf of the Mortgagee:

Mortgagee under Mortgage No. 8236886  
Signed at Sydney this 15<sup>th</sup> day of  
October 2002 for National  
Australia Bank Limited ABN 12 004 044 937  
by Fiona Mary FERGUSON its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3034

*[Signature]*  
Manager

*[Signature]*  
Witness/Bank Officer **Kylie GRIFFITH**  
255 George Street, Sydney NSW

REGISTERED



24.10.2002



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

Dated at this day of 1922  
Signed in my presence by who is personally known to me.

mortgage under Mortgage No.

Mortgagee.

A 863774

### 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. 1080 Miscellaneous Register under the authority of which he has just executed the within transfer.

h Strike out unnecessary words. Adjoining matter necessary to show that the power effective.

Signed at Sydney the Sixth day of June 1922.  
Signed at the place and on the date above mentioned, in the presence of  
Jno P. Kemp

### FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty 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.

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

### MEMORANDUM OF TRANSFER of

Acres roads perches.  
Lot 16 Sec 16 D.P. 8172  
at Dee Why  
Shire Warringah  
Municipality  
Parish Tranby Cove County Cumberland  
Subject to Covenant  
William James Watt & Horace Flint Hayman Transferrees.  
As Tenants in Common

### LODGED BY

N. L. R. Chippin,  
Solicitor,  
117 Pitt Street Sydney.

Particulars entered in Register Book, Vol. Fol.  
311 141

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

### PROGRESS RECORD.

	Initials	Date.
Sent to Survey Branch ...	CVS	9/11/12
Received from Records	9 OCT	11/1/13
Draft written	CVS	10/1/12
Draft examined	CVS	13/1/12
Diagram prepared	CVS	16/10/12
Diagram examined	CVS	18/10/12
Draft forwarded	CVS	19/10/12
Supt. of Engrossers	25 OCT	1922
Cancellation Clerk		

VOL. 3380 FOL. 5

Diagram Fees ...  
Additional Folios ...

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

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

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

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £1 5s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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



Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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



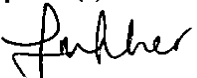
**AN674131U**

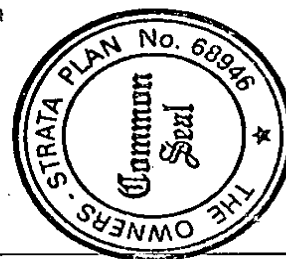
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP68946				
(B) <b>LODGED BY</b>	<table border="1"><tr><td>Document Collection Box  1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any FRESH STRATA PTY LTD SUITE 3/529 PITTWATER ROAD, BROOKVALE NSW 2100 PHONE: (02) 9939 8061  Reference: <input type="text"/></td></tr></table>	Document Collection Box  1W	Name, Address or DX, Telephone, and Customer Account Number if any FRESH STRATA PTY LTD SUITE 3/529 PITTWATER ROAD, BROOKVALE NSW 2100 PHONE: (02) 9939 8061  Reference: <input type="text"/>	<table border="1"><tr><td>CODE  <b>CH</b></td></tr></table>	CODE  <b>CH</b>
Document Collection Box  1W	Name, Address or DX, Telephone, and Customer Account Number if any FRESH STRATA PTY LTD SUITE 3/529 PITTWATER ROAD, BROOKVALE NSW 2100 PHONE: (02) 9939 8061  Reference: <input type="text"/>				
CODE  <b>CH</b>					

- (C) The Owners-Strata Plan No. 68946 certify that a special resolution was passed on 20/3/2018
- (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-LAWS 1-23  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
ATTENTION IS DIRECTED TO THE ADOPTION OF BY-LAWS 1-22. SEE ANNEXURE "A" ATTACHED HERETO

- (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. 68946 was affixed on 1/8/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:   
Name: LANA FISHER  
Authority: STRATA MANAGER  
  
Signature:  
Name:  
Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1705

D394384

## **ANNEXURE "A"**

### **STRATA PLAN NO 68946**

**Address: 29 Howard Avenue, Dee Why**

#### **By-Laws**

#### **Contents**

<b>By-Laws SP 68478</b> .....	<b>2</b>
By-Law 1: Vehicles.....	2
By-Law 2: Changes to common property:.....	2
By-Law 3: Damage to lawns and plants on common property .....	2
By-Law 4: Obstruction of common property.....	3
By-Law 5: Keeping of animals .....	3
By-Law 6: Noise .....	3
By-Law 7: Behaviour of owners, occupiers and invitees .....	3
By-Law 8: Smoke penetration .....	4
By-Law 9: Preservation of fire safety .....	4
By-Law 10: Storage of inflammable liquids and other substances and materials .....	4
By-Law 11: Appearance of lot .....	4
By-Law 12: Cleaning windows and doors .....	5
By-Law 13: Hanging out of washing .....	5
By-Law 14: Disposal of waste-shared bins .....	5
By-Law 15: Change of use in lot to be notified.....	5
By-Law 16: Compliance with planning and other requirements .....	6
By-Law 17: Moving Furniture.....	6
By-Law 28: Use of Car Spaces.....	8
By-Law 19: Previous Approvals.....	6
By-Law 20: Major and minor works approval programme .....	9
By-Law 21: Short Term Letting.....	21
By-Law 22: Security Keys.....	22
By-Law 23: Balcony shutters.....	23

## **BY-LAWS SP 68946**

### **By-Law 1: Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation. No unapproved rental of garages/ car spaces are permitted, fines of up to \$250.00 may apply.

### **By-Law 2: Changes to common property:**

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - b. any screen or other device to prevent entry of animals or insects on the lot, or
  - c. any structure or device to prevent harm to children.
2. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
3. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
4. Screens (eg. bamboo) or awnings on balconies must be approved by the strata committee.
5. The owner of a lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

### **By-Law 3: Damage to lawns and plants on common property**

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

- a. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- b. use for his or her own purposes as a garden any portion of the common property.

## **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: Keeping of animals**

1. An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
3. If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - a. keep the animal within the lot, and
  - b. supervise the animal when it is on the common property, and
  - c. take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
  - d. Generally keep under control and ensure no exercise noise (barking etc)
4. An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

## **By-Law 6: Noise**

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

## **By-Law 7: Behaviour of owners, occupiers and invitees**

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

- a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
- b. without limiting paragraph (a), that invitees comply with clause (1).
- c. owner liable for damage to common property caused by the owner, agents, licensees or invitees.

### **By-Law 8: Smoke penetration**

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **By-Law 9: Preservation of fire safety**

The owner or occupier of a lot must not do anything or permit any agents, licensees, tenants or invitees 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 10: Storage of inflammable liquids and other substances and materials**

1. An owner or occupier of a lot must not 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.

### **By-Law 11: Appearance of lot**

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## **By-Law 12: Cleaning windows and doors**

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **By-Law 13: Hanging out of washing**

1. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
2. In this by-law: washing includes any clothing, towel, bedding or other article of a similar type.

## **By-Law 14: Disposal of waste-shared bins**

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
  - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
5. In this by-law:

“bin” includes any receptacle for waste.

“waste” includes garbage and recyclable material.

## **By-Law 15: Change of use in lot to be notified**

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

2. Without limiting clause (1), the following changes of use must be notified:
  - a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **By-Law 16: Compliance with planning and other requirements**

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **By-Law 17: Moving Furniture**

An owner or occupier of a lot must not transport any furniture or large objects to and from the lot through common property or within the building unless sufficient notice has first been given to the owners corporation to arrange access and notify tenants.

The owner of a lot in which this activity occurs indemnities the owners corporation against any loss or damage caused by such actions.

## **By-Law 18: Use of Car Spaces**

An owner or occupier of a lot must not use or permit the use of a car space/garage for other than the purpose of parking a motor or other vehicles registered under the Roads Act (as amended) and the vehicle must be kept wholly within the boundary of the car space/garage.

An owner or occupier must not store any item within a car space/garage other than a motor or other vehicle registered under the Roads Act (as amended) unless those items are placed within a storage cabinet or neatly stored within the boundaries of the parking lot or on shelving approved by the strata committee from time to time.

## **By-Law 19: Previous Approvals**

An owner or occupier of a lot who obtained an approval from the owners corporation or strata committee under any former by-law is taken to be an approval under the corresponding current by-law (including

any conditions) and where no such by-law exists the former by-law (and approval) is revived for the purpose of the approval (including any conditions placed upon that approval).

## By-Law 20: Major and minor works approval programme

Note: Any "optional" provisions contained within by-law 20 at registration shall be considered to form part of by-law 20, unless there are owners corporation minutes which show that the optional provisions ought to have been deleted prior to registration.

### PART 1 - PREAMBLE

1.1 The purpose of this by-law is to:

- (a) Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.
- (b) Delegate to the Strata Committee the power to approve Minor Works applications.

### DEFINITIONS & INTERPRETATION

#### 2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Approved Form** means the form attached at Annexure "A – Building Works Application Form" or as the strata committee may otherwise approve from time to time.
- (c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) **Bond** means the amount of \$1,000.00 or an amount determined by the strata committee payable to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing works. The Bond may be in the form of a bank guarantee.
- (f) **Building** means the building situated at 29 Howard Avenue, Dee Why
- (g) **Building Manager** means the building manager engaged by the Owners Corporation from time to time.
- (h) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations.
- (i) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (j) **Insurance** means:



- (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
  - (ii) insurance required under the *Home Building Act 1989* (if any); and
  - (iii) workers' compensation insurance.
- (k) **Lot** means any lot in strata plan number **68946**.
- (l) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
- (i) work involving structural changes;
  - (ii) work requiring penetration to or removal of common property floors, walls and ceilings;
  - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (iv) work involving waterproofing; and
  - (v) any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- (m) **Minor Works** means works as defined from time to time in the Act and the Regulations including but not limited to:
- (i) renovating a kitchen;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring or cabling or power or access points;
  - (v) work involving reconfiguring of internal walls;
  - (vi) installing security or alarm system;
  - (vii) installing a reverse cycle split system air-conditioner; and
  - (viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected.
- (n) **Owner** means the owner(s) of the Lot(s).
- (o) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 68946.
- (p) **Regulations** means the *Strata Schemes Management Regulations 2016*.
- (q) **Works** means Minor Works and Major Works.

## 2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;

- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 68946 and this by-law, the provisions of this by-law shall prevail.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

### **PART 3 - CONDITIONS**

#### **3.1 Cosmetic Works**

- (a) The Owners Corporation may add to the definition of Cosmetic Works from time-to-time by circulation of written notification to all Owners.
- (b) An Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation.

#### **3.2 Before Commencement of Works**

- (a) Prior to commencement of any Works, an Owner must submit to the strata committee:
  - (i) a duly completed Approved Form;
  - (ii) detailed specifications as to the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access; and
  - (iii) Copies of any Insurance policies as relevant to the Works, if required.
- (b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- (c) On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

##### **3.2.1 Minor Works**

- (a) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.
- (b) If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.

- (c) The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

### 3.2.2 Major Works

- (a) If the strata committee determines that works to be carried out are Major Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification by the strata committee.
  - (b) Before commencement of any Major Works, the Owner must:
    - (i) provide a complete proposal concerning the Major Works including but not limited to:
      - (I) plans and specifications of the proposed works;
      - (II) specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
      - (III) a diagram depicting the location of or proposed installation points of all parts of the works;
      - (IV) engineering plans and certifications if requested by the Owners Corporation;
      - (V) any necessary approvals/consents/permits from any Authority; and
      - (VI) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);
    - (ii) prepare and provide to the Owners Corporation:
      - (I) a new by-law (as per Annexure B) under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and
      - (II) the owner's written consent to:
        - 1. the passing of the by-law; and
        - 2. be responsible for the maintenance, repair and replacement of the Major Works,
      - (III) where required, written consent of other affected owners to the passing of the by-law;
- such by-law (marked **Annexure "B –Works"**) and form of consent (marked **Annexure "C – Consent"**) to be prepared substantially in the terms set out in **Annexures "A" and "B"** and to be considered at a general meeting of the Owners Corporation.
- (iii) pay for all costs of the Owners Corporation including:
    - (I) legal fees for reviewing the proposal;
    - (II) fees for convening any meeting to consider the proposal;

- (III) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
- (IV) registration fees for the by-law contemplated in clause 3.2.2(b)(ii);
- (iv) a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building ( if required including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
- (v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 3.2.2(b) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 3.2.2(b)(ii) is passed by special resolution at a duly convened general meeting of the Owners Corporation.
- (c) Upon receipt of a by-law under clause 3.2.2(b)(ii) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses (inclusive).

### 3.3 Specific Conditions – Reconfiguration

- (a) Unless prior written approval is granted by the Owners Corporation, the following conditions apply as relevant:
- (b) Where the Works include reconfiguration of walls the Owner must ensure:
  - (i) No reconfigurations alter or impinge on the structural integrity of the Building;
  - (ii) No walls are to be reconfigured so as to place a bedroom 4over a bathroom and vice versa;
  - (iii) Walls containing wet areas must not be reconfigured;
  - (iv) Walls must not be added to create new wet areas; and
  - (v) A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.
- (c) Where Works involve the installation of a floor finish other than carpet:
  - (i) before commencement of Works, the Owner must provide to the Owners Corporation or strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 3.3(c)(ii)(II) below;
  - (ii) the Owner must:
    - (I) ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or occupier of another Lot;
    - (II) ensure that the flooring is insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level L'nT, w exceeding 40 when measured in situ in

accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;

- (iii) following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation or strata committee may require, and if it does so, the Owner must provide the Owners Corporation or strata committee with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation or strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(v);
- (d) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:
  - (i) not be commenced without prior written approval from the Owners Corporation or strata committee; and
  - (ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.
- (e) Where the Works involve the installation of air-conditioning units, the Works must:
  - (i) have a new condenser unit (external) that:
    - (I) is mounted on vibration pads in a location so to minimise noise and vibration;
    - (II) is installed unobtrusively on the location as approved by the Owners Corporation or strata committee in writing); and
    - (III) is not visible from the street. All electrical and coolant lines must be concealed as much as possible;
  - (ii) not be installed through or attached to windows or brick walls;
  - (iii) be manufactured, designed and installed to specifications for commercial/domestic use; and
  - (iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.
- (f) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:
  - (i) access panels are not blocked;
  - (ii) exhaust fans do not penetrate into the ceiling;
  - (iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

## 2.4 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:
  - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
  - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

### **3.5 Compliant Works**

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) must be in accordance with Australian Standards and the Building Code of Australia;
- (d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (e) must be in keeping with fire safety standards.

### **3.6 During construction**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours of 7:30 AM and 5:00 PM Monday-Friday and from 8.00 AM to 12.00 PM Saturday or such other times reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot clean and tidy;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;

- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (j) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00 AM and 12:00 PM or 1:00 PM to 4:00 PM Monday-Tuesday or such other times reasonably approved by the Owners Corporation;
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation.

### **3.7 After construction**

#### **3.7.1 After the Works have been completed the Owner must without unreasonable delay:**

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

#### **3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.7.1(a)-(f) immediately above have been complied with.**

- 3.7.3 Upon satisfaction of clause 3.7.1 the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

### **3.8 Statutory and other requirements**

(a) The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works;
- (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (iv) comply with the provisions of the *Home Building Act 1989*.

(b) The Works must:

- (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
- (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

### **3.9 Enduring rights and obligations**

3.9.1 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- (b) properly maintain and upkeep those parts of the common property in contact with the Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.11.



- 3.9.2 If the dilapidation report referred to in 3.2.2(b)(iv) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

### **3.10 Recovery of costs**

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (a) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (d) recover any costs from the Owner as a debt due.

### **3.11 Essential Works**

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or occupier (emergencies excepted).

### **3.12 Applicability**

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

**Annexure "A – Building Works Application Form"**

**STRATA PLAN NO 68946**

**BUILDING WORKS APPLICATION FORM**

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 20 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

**OWNERS NAME** \_\_\_\_\_ **UNIT/LOT NUMBER** \_\_\_\_\_

**CONTACT TELEPHONE** (list all).....

**EMAIL** .....

**LOCATION:**   ☐ KITCHEN        ☐ BATHROOM    ☐ TOILET      ☐ HALLWAY

☐ LIVING ROOM   ☐ BEDROOM      ☐ OTHER.....

**WORK**

**INVOLVES:**   ☐ PAINTING        ☐ TILING            ☐ FLOOR SURFACES   ☐ ELECTRICAL

☐ CEILING        ☐ AIRDUCTS        ☐ FIRE SPRINKLERS

☐ PLUMBING       ☐ MASONRY        ☐ WALL REMOVAL/PENETRATION

☐ COMMON PROPERTY ALTERATION   ☐ OTHER .....

**PREFERRED DATE OF WORKS**    STARTING...../...../.....    ENDING...../...../.....

**PLEASE ATTACH**        ☐ DETAILED DESCRIPTION OF INTENDED WORKS

                                 AND EITHER:    ☐ PLAN BY ARCHITECT (if available)

                                 OR:        ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ **BOND DEPOSIT:** Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Strata Committee acknowledge receipt: \_\_\_\_ (SC initial)

☐ **DEVELOPMENT APPLICATION**

I the undersigned hereby warrant that I have read the By-Law No. 20 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

**OWNERS SIGNATURE:** ..... **DATE:**.....

**ADDITIONAL WARRANTIES (IF APPLICABLE)**

**STRUCTURAL**

**ALTERATIONS:**

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

**OWNERS SIGNATURE:** ..... **DATE:**.....

**CEILING**

**CAVITY**

**ALTERATIONS:**

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

**OWNERS SIGNATURE:** ..... **DATE:**.....

---

**Annexure "B -WORKS"**

---

**MOTION** < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No [NUMBER] SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

**MOTION** < >

Subject to the preceding motion being approved, The Owners – Strata Plan No [NUMBER] SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

**SPECIAL BY-LAW NO** < >

**Lot** < > **Works**

---

**PART 1**

**GRANT OF RIGHT**

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

**PART 2**

**APPLICATION OF SPECIAL BY-LAW**

- 2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

**PART 3**

**DEFINITIONS**

- 3.1 In addition to the definitions in Part 2 of By-law 20, the following definitions are also adopted:
- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the \_\_\_\_\_ works for the Lot including:
    - (i) \_\_\_\_\_; and
    - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
  - (b) "Lot" means \_\_\_\_\_ in strata plan [NUMBER].
  - (c) "Plans" means the plans/drawings prepared by \_\_\_\_\_ and dated \_\_\_\_\_ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

**PART 4**

**CONDITIONS**

- 4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

(a) The Owner must complete the Major Works by [insert date]. If the Owner has not completed the Major Works by [DATE] the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

- (i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and
- (ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

[[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]]

---

**Annexure "C"**

**CONSENT UNDER SECTION 143**  
**STRATA SCHEMES MANAGEMENT ACT 2015**  
**STRATA SCHEME 68946**

TO: The Registrar-General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

I/We, \_\_\_\_\_, CONSENT to the making of a by-law conferring rights over the common property for the installation of \_\_\_\_\_ to be carried out by me/us as the owner/s of lot \_\_\_\_\_ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on \_\_\_\_\_ or any adjournment of that meeting.

Dated: .....

Signature of \_\_\_\_\_

Owner of Lot \_\_\_\_\_

cc: The Owners – Strata Plan No 68946

## By-Law 21: Short Term Letting

Short term lettings under 3 months not permitted

## By-Law 22: Security Keys

- 1.1 The owners corporation may provide each Owner or Occupier with a security key in respect of a lot or any part of the common property and may require its return at any time.
- 1.2 Each Owner or Occupier shall take all reasonable precautions to ensure that any security key is kept in a safe and secure place and is not lost, lent or given to any other person. In the event that any security key is lost then the Owner or Occupier of the relevant Lot to whom it was originally provided shall be entitled to a replacement security key provided that the Owners Corporation is reimbursed for all costs associated with the same and is advised promptly if any security key is lost or found.

## By-Law 23: Balcony Shutters

### A DEFINITIONS:

1. This by-law provides that any owner of a lot may install Balcony Shutter Works on the balcony of their lot and on so much of the common property as is necessary.
2. In this by-law, the following terms are defined to mean:

**"Owners"** means each of the owners of a lot in Strata Plan No. 68946.

**"Balcony Shutter Works"** means the alterations and additions undertaken by Owners to install an balcony shutters to their lots and so much of the adjoining common property as is necessary, and must be on the operating provisions detailed below and the specifications provided by Shaderite a copy of which was tabled at the meeting of the Owners Corporation approving this by-law and is appended to the minutes of that meeting:

- (a) Material - marine grade aluminium with reinforcement joints.
- (b) Colour- Black Colourbond Powder Coating Finish.
- (c) Engineering - Shutter to be mounted on the balcony inside of the balustrade.
- (d) Installation - Top tracks to be mounted from the concrete slab above the balcony using mungo plugs and galvanised fixing bolts. Bottom tracks must penetrate less than 20mm from the top of the tile. Holes to be filled with waterproof sealant before screws are fitted.
- (e) Blade Size - 89 millimetres

(f) Blade thickness - 12 millimetres

## B SCOPE OF BY-LAW

3. The Owner must ensure that the Balcony Shutter Works are in a construction and colour scheme that matches the overall appearance of the building.
4. The Owner must not install any Balcony Shutter Works except in accordance with the conditions in part C of this by-law.

## C CONDITIONS

### Before installing Balcony Shutter Works

5. The Owner must obtain approval for the installation of the Balcony Shutter Works from:
  - (a) The owners corporation;
  - (b) the relevant consent authority under the *Environmental Planning and Assessment Act* (if required); and
  - (c) any other relevant statutory authority whose requirements apply to installing Balcony Shutter Works.
6. The Owner must submit to the owners corporation any document reasonably required by the owners corporation relating to the installation of the Balcony Shutter Works.
7. The Owner must ensure that installation of the Balcony Shutter Works shall be done:
  - (a) in a proper and workmanlike manner;
  - (b) by duly licensed and insured contractor; and
  - (c) in accordance with the specifications approved by the owners corporation and the local council (if applicable).

## WHEN INSTALLING THE BALCONY SHUTTER WORKS

8. When installing the Balcony Shutter Works, the Owner must:
  - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
  - (b) protect all areas of the building outside their respective lot from damage by installation of the Balcony Shutter Works or the transportation of construction materials, equipment, debris;
  - (c) keep all areas of the building outside their respective lot clean and tidy throughout the installation of the Balcony Shutter Works;

- (d) only install the Balcony Shutter Works at times approved by the Owners Corporation
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier in the building;
- (f) remove all debris resulting from the installation of the Balcony Shutter Works immediately from the building; and
- (g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the installation of Balcony Shutter Works

### **After installing the Balcony Shutter Works**

- 9. The Owners must deliver to the owners corporation any document reasonably required by the owners corporation.
- 10. The Owner must properly maintain and keep the common property to which the Balcony Shutter works are erected or attached in a state of good and serviceable repair.
- 11. The Owner must (at that Owner's cost) properly maintain and keep the Balcony Shutter Works in a state of good and serviceable repair and must replace the Balcony Shutter Works (or *any* part of them) as required from time to time.
- 12. To the extent that's 62(3) of the Act is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the installation of the Balcony Shutter Works proposed under this by-law.

### **Liability and Indemnities**

- 13. The Owner will be liable for any loss and/or damage caused to any part of the common property as a result of installing, attaching or erecting the Balcony Shutter Works to the common property and will make good that damage immediately after it has occurred.
- 14. The Owner must indemnify the owner's corporation against any loss and/or damage suffered by **the owner's corporation as a result of the installation, performance, maintenance or replacement of the Balcony Shutter Works on the common property including liability under section 65(6) of the Act in respect of any property of the Owner.**
- 15. The Owner must indemnify the owner's corporation for any costs (legal and/or any other costs) of **any claim and/or counter claim brought by the owner's corporation in respect of any loss and/or damage suffered by the owner's corporation as a result of the installation, performance, maintenance or replacement of the Balcony Shutter Works on the common property.**



## RIGHT TO REMEDY DEFAULT

16. If the Owner fails to comply with any obligations under this by-law,  
THEN the owners corporation may:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work;
  - (c) recover the costs of carrying out that work from the defaulting Owner as a debt;  
and
  - (d) include reference to the debt on levy notices and any other levy reports or  
information.
17. Any debt for which the Owner is liable under this by-law, is due and  
payable on written demand or at the direction of the owners  
corporation and, if not paid at the end of 1 month from the date on  
which it is due, will bear until paid, simple interest at an annual rate of  
10 per cent or, if the regulations provide for another rate, that other  
rate and the interest will form part of that debt.

## 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.~~

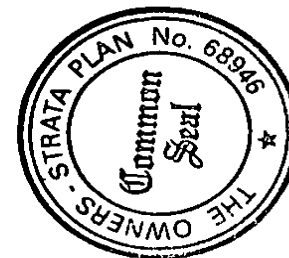
The seal of The Owners - Strata Plan No ..... was affixed on ^ 01/08/2018 in the presence of the  
following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing  
of the seal.

Signature: *Lana Fisher* Name: LANA FISHER Authority: STRATA MANAGER

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

^ Insert appropriate date

\* Strike through if inapplicable.



Lodger Details

Lodger Code 505137E  
Name NSW LEGAL AGENTS  
Address SHOP 5, 18-30 PINDARI RD  
PEAKHURST HEIGHTS 2210  
Lodger Box 285D  
Email LPI@LEGALAGENTS.COM.AU  
Reference FRESH STRATA -

Land Registry Document Identification

AS845861

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/SP68946	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP68946  
Incorporated Association

Meeting Date

26/08/2022

Added by-law No.

Details By Law 27:Lot 9 Works - Bedroom Balcony Doors

Amended by-law No.

Details n/a

Repealed by-law No.

Details n/a

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP68946  
Signer Name DANIEL PETER HARB  
Signer Organisation NSW STAMP DUTY SERVICES PTY LTD  
Signer Role PRACTITIONER CERTIFIER  
Execution Date 08/02/2023

**MINUTES OF AN EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION  
STRATA PLAN No.68946 HELD ON 26/08/2022 AT Via Email. THE MEETING COMMENCED AT  
03:00 PM.**

---

**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
18	18	Yes	Chandler, S L Proxy to Sue Godfrey
21	21	Yes	Lawrence, M J
30	30	Yes	M L Fagan, J G English &
31	31	Yes	G J Godfrey & S A Godfrey

**ATTENDING:** Sarah Pieters

**CHAIRPERSON:** Sarah Pieters

**MINUTES**

Resolved that the minutes of the last general meeting of the owners corporation be confirmed.

**1 MAJOR RENOVATIONS**

Resolved that The Owners - Strata Plan No 68946 pursuant to section 108 of the Strata Schemes Management Act 2015, for the purpose of improving or enhancing the common property specifically authorise the Works proposed by the owner of lot nine (9) to the common property by way of the installation of two fully framed, inward opening casement doors inside the balcony door on the terms and in the manner as set out in the by-law and renovation application tabled at "Annexure A".

**2 BY-LAW FOR RENOVATIONS**

Resolved The Owners - Strata Plan No 68946 pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* make a by-law adding to the by-laws applicable to the strata scheme as marked "Annexure B".

**3 STEPS TO REGISTER BY-LAWS**

Resolved the Owners - Strata Plan No. 68946 delegate all necessary steps to the strata managing agent and strata committee to ensure a consolidated set of by-laws containing the by-laws approved at motion 2 of this notice are registered, including but not limited to affixing the common seal, producing the common property certificate of title and executing all necessary documents.

**CLOSURE:** There being no further business the chairperson declared the meeting closed

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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

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

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

(A) TORRENS TITLE	For the common property CP/SP 68946		
(B) LODGED BY	Document Collection Box	Name Company (IF APPLICABLE) Address  E-mail Customer Account Number (IF APPLICABLE) Reference	CODE  <b>CH</b>

- (C) The Owner-Strata Plan No. 68946 certify that a special resolution was passed on 26/8/2022
- (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 27: LOT 9 WORKS - BEDROOM BALCONY DOORS  
Amended by-law No. NOT APPLICABLE  
as fully set out below :  
ATTENTION IS DIRECTED TO THE ADOPTION OF ADDED BY-LAW 27: LOT 9 WORKS - BEDROOM BALCONY DOORS. SEE ANNEXURE "A" ATTACHED.

- (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. 68946 was affixed on 6/2/2023 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 : SARAH PIETERS

Authority : LICENSED STRATA MANAGER - 202 56674

Signature :

Name :

Authority :



## **ANNEXURE “A”**

### **STRATA PLAN NO 68946**

**Address: 29 Howard Avenue, Dee Why**

#### **By-Laws**

#### **Contents**

<b>By-Laws SP 68946</b> .....	3
By-Law 1: Vehicles .....	3
By-Law 2: Changes to common property:.....	3
By-Law 3: Damage to lawns and plants on common property .....	3
By-Law 4: Obstruction of common property.....	4
By-Law 5: Keeping of animals.....	4
By-Law 6: Noise.....	4
By-Law 7: Behaviour of owners, occupiers and invitees .....	4
By-Law 8: Smoke penetration .....	5
By-Law 9: Preservation of fire safety .....	5
By-Law 10: Storage of inflammable liquids and other substances and materials .....	5
By-Law 11: Appearance of lot .....	5
By-Law 12: Cleaning windows and doors .....	6
By-Law 13: Hanging out of washing .....	6
By-Law 14: Disposal of waste-shared bins .....	6
By-Law 15: Change of use in lot to be notified.....	6
By-Law 16: Compliance with planning and other requirements .....	7
By-Law 17: Moving Furniture .....	7
By-Law 18: Use of Car Spaces .....	7
By-Law 19: Previous Approvals.....	7
By-Law 20: Major and minor works approval programme .....	8
By-Law 21: Short Term Letting .....	23
By- Law 22: Security Keys.....	22
By-Law 23: Balcony Shutters.....	22
By-Law 24: Lot 9 Works - Bathroom.....	25
By-Law 25: Lot 12 Works – Bathroom .....	32
By-Law 26: Use of Lot .....	33
By-Law 27: Lot 9 Works – Bedroom Balcony Doors.....	34

## **BY-LAWS SP 68946**

### **By-Law 1: Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation. No unapproved rental of garages/ car spaces are permitted, fines of up to \$250.00 may apply.

### **By-Law 2: Changes to common property:**

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - b. any screen or other device to prevent entry of animals or insects on the lot, or
  - c. any structure or device to prevent harm to children.
2. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
3. Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
4. Screens (eg. bamboo) or awnings on balconies must be approved by the strata committee.
5. The owner of a lot must:
  - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

### **By-Law 3: Damage to lawns and plants on common property**

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

- a. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- b. use for his or her own purposes as a garden any portion of the common property.

## **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: Keeping of animals**

1. An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
3. If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - a. keep the animal within the lot, and
  - b. supervise the animal when it is on the common property, and
  - c. take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
  - d. Generally keep under control and ensure no exercise noise (barking etc)
4. An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

## **By-Law 6: Noise**

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

## **By-Law 7: Behaviour of owners, occupiers and invitees**

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:



- a. do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
- b. without limiting paragraph (a), that invitees comply with clause (1).
- c. owner liable for damage to common property caused by the owner, agents, licensees or invitees.

### **By-Law 8: Smoke penetration**

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **By-Law 9: Preservation of fire safety**

The owner or occupier of a lot must not do anything or permit any agents, licensees, tenants or invitees 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 10: Storage of inflammable liquids and other substances and materials**

1. An owner or occupier of a lot must not 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.

### **By-Law 11: Appearance of lot**

1. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## By-Law 12: Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## By-Law 13: Hanging out of washing

1. An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
2. In this by-law: washing includes any clothing, towel, bedding or other article of a similar type.

## By-Law 14: Disposal of waste-shared bins

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
  - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
4. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
5. In this by-law:

“**bin**” includes any receptacle for waste.

“**waste**” includes garbage and recyclable material.

## By-Law 15: Change of use in lot to be notified

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

2. Without limiting clause (1), the following changes of use must be notified:
  - a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **By-Law 16: Compliance with planning and other requirements**

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **By-Law 17: Moving Furniture**

An owner or occupier of a lot must not transport any furniture or large objects to and from the lot through common property or within the building unless sufficient notice has first been given to the owners corporation to arrange access and notify tenants.

The owner of a lot in which this activity occurs indemnities the owners corporation against any loss or damage caused by such actions.

## **By-Law 18: Use of Car Spaces**

An owner or occupier of a lot must not use or permit the use of a car space/garage for other than the purpose of parking a motor or other vehicles registered under the Roads Act (as amended) and the vehicle must be kept wholly within the boundary of the car space/garage.

An owner or occupier must not store any item within a car space/garage other than a motor or other vehicle registered under the Roads Act (as amended) unless those items are placed within a storage cabinet or neatly stored within the boundaries of the parking lot or on shelving approved by the strata committee from time to time.

## **By-Law 19: Previous Approvals**

An owner or occupier of a lot who obtained an approval from the owners corporation or strata committee under any former by-law is taken to be an approval under the corresponding current by-law (including

any conditions) and where no such by-law exists the former by-law (and approval) is revived for the purpose of the approval (including any conditions placed upon that approval).

## By-Law 20: Major and minor works approval programme

Note: Any “optional” provisions contained within by-law 20 at registration shall be considered to form part of by-law 20, unless there are owners corporation minutes which show that the optional provisions ought to have been deleted prior to registration.

### PART 1 - PREAMBLE

1.1 The purpose of this by-law is to:

- (a) Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.
- (b) Delegate to the Strata Committee the power to approve Minor Works applications.

### DEFINITIONS & INTERPRETATION

#### 2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Approved Form** means the form attached at **Annexure “A – Building Works Application Form”** or as the strata committee may otherwise approve from time to time.
- (c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) **Bond** means the amount of \$1,000.00 or an amount determined by the strata committee payable to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing works. The Bond may be in the form of a bank guarantee.
- (f) **Building** means the building situated at **29 Howard Avenue, Dee Why**
- (g) **Building Manager** means the building manager engaged by the Owners Corporation from time to time.
- (h) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations.
- (i) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (j) **Insurance** means:

- (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
  - (ii) insurance required under the *Home Building Act 1989* (if any); and
  - (iii) workers' compensation insurance.
- (k) **Lot** means any lot in strata plan number **68946**.
- (l) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
  - (i) work involving structural changes;
  - (ii) work requiring penetration to or removal of common property floors, walls and ceilings;
  - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (iv) work involving waterproofing; and
  - (v) any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- (m) **Minor Works** means works as defined from time to time in the Act and the Regulations including but not limited to:
  - (i) renovating a kitchen;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring or cabling or power or access points;
  - (v) work involving reconfiguring of internal walls;
  - (vi) installing security or alarm system;
  - (vii) installing a reverse cycle split system air-conditioner; and
  - (viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected.
- (n) **Owner** means the owner(s) of the Lot(s).
- (o) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 68946.
- (p) **Regulations** means the *Strata Schemes Management Regulations 2016*.
- (q) **Works** means Minor Works and Major Works.

## 2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;

- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 68946 and this by-law, the provisions of this by-law shall prevail.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

## **PART 3 - CONDITIONS**

### **3.1 Cosmetic Works**

- (a) The Owners Corporation may add to the definition of Cosmetic Works from time-to-time by circulation of written notification to all Owners.
- (b) An Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation.

### **3.2 Before Commencement of Works**

- (a) Prior to commencement of any Works, an Owner must submit to the strata committee:
  - (i) a duly completed Approved Form;
  - (ii) detailed specifications as to the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access; and
  - (iii) Copies of any Insurance policies as relevant to the Works, if required.
- (b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- (c) On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

#### **3.2.1 Minor Works**

- (a) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.
- (b) If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.

- (c) The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

### 3.2.2 Major Works

- (a) If the strata committee determines that works to be carried out are Major Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification by the strata committee.

- (b) Before commencement of any Major Works, the Owner must:

- (i) provide a complete proposal concerning the Major Works including but not limited to:

- (I) plans and specifications of the proposed works;
    - (II) specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
    - (III) a diagram depicting the location of or proposed installation points of all parts of the works;
    - (IV) engineering plans and certifications if requested by the Owners Corporation;
    - (V) any necessary approvals/consents/permits from any Authority; and
    - (VI) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);

- (ii) prepare and provide to the Owners Corporation:

- (I) a new by-law (as per Annexure B) under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

- (II) the owner's written consent to:

- 1. the passing of the by-law; and

- 2. be responsible for the maintenance, repair and replacement of the Major Works,

- (III) where required, written consent of other affected owners to the passing of the by-law;

such by-law (marked **Annexure "B –Works"**) and form of consent (marked **Annexure "C – Consent"**) to be prepared substantially in the terms set out in **Annexures "A" and "B"** and to be considered at a general meeting of the Owners Corporation.

- (iii) pay for all costs of the Owners Corporation including:

- (I) legal fees for reviewing the proposal;

- (II) fees for convening any meeting to consider the proposal;

- (III) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
- (IV) registration fees for the by-law contemplated in clause 3.2.2(b)(ii);
- (iv) a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building ( if required including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
- (v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 3.2.2(b) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 3.2.2(b)(ii) is passed by special resolution at a duly convened general meeting of the Owners Corporation.
- (c) Upon receipt of a by-law under clause 3.2.2(b)(ii) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses (inclusive).

### **3.3 Specific Conditions – Reconfiguration**

- (a) Unless prior written approval is granted by the Owners Corporation, the following conditions apply as relevant:
- (b) Where the Works include reconfiguration of walls the Owner must ensure:
  - (i) No reconfigurations alter or impinge on the structural integrity of the Building;
  - (ii) No walls are to be reconfigured so as to place a bedroom 4over a bathroom and vice versa;
  - (iii) Walls containing wet areas must not be reconfigured;
  - (iv) Walls must not be added to create new wet areas; and
  - (v) A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.
- (c) Where Works involve the installation of a floor finish other than carpet:
  - (i) before commencement of Works, the Owner must provide to the Owners Corporation or strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 3.3(c)(ii)(II) below;
  - (ii) the Owner must:
    - (I) ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or occupier of another Lot;
    - (II) ensure that the flooring is insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level L'nT, w exceeding 40 when measured in situ in



accordance with Australian Standard “AS ISO 140.7-2006 Field measurements of impact sound insulation of floors” and rated to AS ISO 717.2-2004” Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;

- (iii) following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation or strata committee may require, and if it does so, the Owner must provide the Owners Corporation or strata committee with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation or strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(v);
- (d) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:
  - (i) not be commenced without prior written approval from the Owners Corporation or strata committee; and
  - (ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.
- (e) Where the Works involve the installation of air-conditioning units, the Works must:
  - (i) have a new condenser unit (external) that:
    - (I) is mounted on vibration pads in a location so to minimise noise and vibration;
    - (II) is installed unobtrusively on the location as approved by the Owners Corporation or strata committee in writing); and
    - (III) is not visible from the street. All electrical and coolant lines must be concealed as much as possible;
  - (ii) not be installed through or attached to windows or brick walls;
  - (iii) be manufactured, designed and installed to specifications for commercial/domestic use; and
  - (iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.
- (f) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:
  - (i) access panels are not blocked;
  - (ii) exhaust fans do not penetrate into the ceiling;
  - (iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

## **2.4 Notice**

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:
  - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
  - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

## **3.5 Compliant Works**

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) must be in accordance with Australian Standards and the Building Code of Australia;
- (d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (e) must be in keeping with fire safety standards.

## **3.6 During construction**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours of 7:30 AM and 5:00 PM Monday-Friday and from 8.00 AM to 12.00 PM Saturday or such other times reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot clean and tidy;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;

- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (j) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00 AM and 12:00 PM or 1:00 PM to 4:00 PM Monday-Tuesday or such other times reasonably approved by the Owners Corporation;
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation.

### **3.7 After construction**

3.7.1 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.7.1(a)-(f) immediately above have been complied with.

- 3.7.3 Upon satisfaction of clause 3.7.1 the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

### **3.8 Statutory and other requirements**

(a) The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works;
- (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (iv) comply with the provisions of the *Home Building Act 1989*.

(b) The Works must:

- (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
- (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

### **3.9 Enduring rights and obligations**

3.9.1 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- (b) properly maintain and upkeep those parts of the common property in contact with the Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.11.

- 3.9.2 If the dilapidation report referred to in 3.2.2(b)(iv) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

### **3.10 Recovery of costs**

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (a) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work;
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (d) recover any costs from the Owner as a debt due.

### **3.11 Essential Works**

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or occupier (emergencies excepted).

### **3.12 Applicability**

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

**Annexure “A – Building Works Application Form”**

**STRATA PLAN NO 68946**

**BUILDING WORKS APPLICATION FORM**

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 20 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

**OWNERS NAME** \_\_\_\_\_ **UNIT/LOT NUMBER** \_\_\_\_\_

**CONTACT TELEPHONE** (list all).....

**EMAIL** .....

**LOCATION:**    ☐ KITCHEN            ☐ BATHROOM            ☐ TOILET            ☐ HALLWAY

☐ LIVING ROOM    ☐ BEDROOM            ☐ OTHER.....

**WORK**

**INVOLVES:**    ☐ PAINTING            ☐ TILING            ☐ FLOOR SURFACES    ☐ ELECTRICAL

☐ CEILING            ☐ AIRDUCTS            ☐ FIRE SPRINKLERS

☐ PLUMBING            ☐ MASONRY            ☐ WALL REMOVAL/PENETRATION

☐ COMMON PROPERTY ALTERATION    ☐ OTHER .....

**PREFERRED DATE OF WORKS**    STARTING...../...../.....    ENDING...../...../.....

**PLEASE ATTACH**            ☐ DETAILED DESCRIPTION OF INTENDED WORKS

                  AND EITHER:    ☐ PLAN BY ARCHITECT (if available)

                                  OR:    ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ **BOND DEPOSIT:** Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$\_\_\_\_\_    Date Paid: \_\_\_\_\_    Strata Committee acknowledge receipt: \_\_ \_\_ (SC initial)

☐ **DEVELOPMENT APPLICATION**

I the undersigned hereby warrant that I have read the By-Law No. 20 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

**OWNERS SIGNATURE:** ..... **DATE:**.....

**ADDITIONAL WARRANTIES (IF APPLICABLE)**

**STRUCTURAL** **ALTERATIONS:**  
As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

**OWNERS SIGNATURE:** ..... **DATE:**.....

**CEILING** **ALTERATIONS:**  
**CAVITY**  
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

**OWNERS SIGNATURE:** ..... **DATE:**.....

---

**Annexure "B –WORKS"**

**MOTION < >**

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 68946 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

**MOTION < >**

Subject to the preceding motion being approved, The Owners – Strata Plan No 68946 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

**SPECIAL BY-LAW NO < >**

**Lot < > Works**

---

**PART 1**

**GRANT OF RIGHT**

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

**PART 2**

**APPLICATION OF SPECIAL BY-LAW**

- 2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. 20 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

**PART 3**

**DEFINITIONS**

- 3.1 In addition to the definitions in Part 2 of By-law 20, the following definitions are also adopted:
- (a) **"Major Works"** means the works to the Lot and the common property to be carried out in connection with the \_\_\_\_\_ works for the Lot including:
    - (i) \_\_\_\_\_; and
    - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
  - (b) **"Lot"** means \_\_\_\_\_ in strata plan 68946.
  - (c) **"Plans"** means the plans/drawings prepared by \_\_\_\_\_ and dated \_\_\_\_\_ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

**PART 4**

**CONDITIONS**

- 4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

- (a) The Owner must complete the Major Works by [insert date]. If the Owner has not completed the Major Works by [DATE] the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

(i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and

(ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]



---

**Annexure “C”**

**CONSENT UNDER SECTION 143**  
***STRATA SCHEMES MANAGEMENT ACT 2015***  
**STRATA SCHEME 68946**

TO: The Registrar-General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

I/We, \_\_\_\_\_, CONSENT to the making of a by-law conferring rights over the common property for the installation of \_\_\_\_\_ to be carried out by me/us as the owner/s of lot \_\_\_\_\_ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on \_\_\_\_\_ or any adjournment of that meeting.

Dated: .....

Signature of \_\_\_\_\_

Owner of Lot \_\_\_\_\_

cc: The Owners – Strata Plan No 68946

## By-Law 21: Short Term Letting

Short term lettings under 3 months not permitted

## By-Law 22: Security Keys

- 1.1 The owners corporation may provide each Owner or Occupier with a security key in respect of a lot or any part of the common property and may require its return at any time.
- 1.2 Each Owner or Occupier shall take all reasonable precautions to ensure that any security key is kept in a safe and secure place and is not lost, lent or given to any other person. In the event that any security key is lost then the Owner or Occupier of the relevant Lot to whom it was originally provided shall be entitled to a replacement security key provided that the Owners Corporation is reimbursed for all costs associated with the same and is advised promptly if any security key is lost or found.

## By-Law 23: Balcony Shutters

### A DEFINITIONS:

1. This by-law provides that any owner of a lot may install Balcony Shutter Works on the balcony of their lot and on so much of the common property as is necessary.
2. In this by-law, the following terms are defined to mean:

**“Owners”** means each of the owners of a lot in Strata Plan No. 68946.

**"Balcony Shutter Works"** means the alterations and additions undertaken by Owners to install an balcony shutters to their lots and so much of the adjoining common property as is necessary, and must be on the operating provisions detailed below and the specifications provided by Shaderite a copy of which was tabled at the meeting of the Owners Corporation approving this by-law and is appended to the minutes of that meeting:

(a) Material - marine grade aluminium with reinforcement joints.

(b) Colour- Black Colourbond Powder Coating Finish.

(c) Engineering - Shutter to be mounted on the balcony inside of the balustrade.

(d) Installation - Top tracks to be mounted from the concrete slab above the balcony using mungo plugs and galvanised fixing bolts. Bottom tracks must penetrate less than 20mm from the top of the tile. Holes to be filled with waterproof sealant before screws are fitted.

(e) Blade Size - 89 millimetres

(f) Blade thickness - 12 millimetres

## **B SCOPE OF BY-LAW**

3. The Owner must ensure that the Balcony Shutter Works are in a construction and colour scheme that matches the overall appearance of the building.
4. The Owner must not install any Balcony Shutter Works except in accordance with the conditions in part C of this by-law.

## **C CONDITIONS**

### **Before installing Balcony Shutter Works**

5. The Owner must obtain approval for the installation of the Balcony Shutter Works from:
  - (a) The owners corporation;
  - (b) the relevant consent authority under the *Environmental Planning and Assessment Act* (if required); and
  - (c) any other relevant statutory authority whose requirements apply to installing Balcony Shutter Works.
6. The Owner must submit to the owners corporation any document reasonably required by the owners corporation relating to the installation of the Balcony Shutter Works.
7. The Owner must ensure that installation of the Balcony Shutter Works shall be done:
  - (a) in a proper and workmanlike manner;
  - (b) by duly licensed and insured contractor; and
  - (c) in accordance with the specifications approved by the owners corporation and the local council (if applicable).

## **WHEN INSTALLING THE BALCONY SHUTTER WORKS**

8. When installing the Balcony Shutter Works, the Owner must:
  - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
  - (b) protect all areas of the building outside their respective lot from damage by installation of the Balcony Shutter Works or the transportation of construction materials, equipment, debris;
  - (c) keep all areas of the building outside their respective lot clean and tidy throughout the installation of the Balcony Shutter Works;
  - (d) only install the Balcony Shutter Works at times approved by the Owners Corporation

- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier in the building;
- (f) remove all debris resulting from the installation of the Balcony Shutter Works immediately from the building; and
- (g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the installation of Balcony Shutter Works

### **After installing the Balcony Shutter Works**

- 9. The Owners must deliver to the owners corporation any document reasonably required by the owners corporation.
- 10. The Owner must properly maintain and keep the common property to which the Balcony Shutter works are erected or attached in a state of good and serviceable repair.
- 11. The Owner must (at that Owner's cost) properly maintain and keep the Balcony Shutter Works in a state of good and serviceable repair and must replace the Balcony Shutter Works (or *any* part of them) as required from time to time.
- 12. To the extent that's 62(3) of the Act is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the installation of the Balcony Shutter Works proposed under this by-law.

### **Liability and Indemnities**

- 13. The Owner will be liable for any loss and/or damage caused to any part of the common property as a result of installing, attaching or erecting the Balcony Shutter Works to the common property and **will** make good that damage immediately after it has occurred.
- 14. The Owner must indemnify the owner's corporation against any loss and/or damage suffered by **the owner's corporation as a result of the installation, performance, maintenance or replacement** of the Balcony Shutter Works on the common property including liability under section 65(6) of the Act in respect of any property of the Owner.
- 15. The Owner must indemnify the owner's corporation for any costs (legal and/or any other costs) of **any claim and/or counter claim brought by the owner's corporation in respect of any loss and/or** damage suffered by the owner's corporation as a result of the installation, performance, maintenance or replacement of the Balcony Shutter Works on the common property.

### **RIGHT TO REMEDY DEFAULT**

- 16. If the Owner fails to comply with any obligations under this by-law, THEN the owners corporation may:
  - (a) carry out all work necessary to perform that obligation;

- (b) enter upon any part of the parcel to carry out that work;
  - (c) recover the costs of carrying out that work from the defaulting Owner as a debt;  
and
  - (d) include reference to the debt on levy notices and any other levy reports or  
information.
17. Any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

## By-Law 24: Lot 9 Works - Bathroom

### PART 1

#### GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of By-law No. 20 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of By-law 20, the following definitions are also adopted:
- (a) "**Major Works**" means the bathroom renovation works to the Lot and the common property to be carried out in connection with the renovation works per Annexure "A" works for the Lot including:
    - (i) Waterproofing, tiling and plumbing as per the annexure and Scope of Works; and
    - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,  
  
all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
  - (b) "**Lot**" means unit 9 in strata plan 68946.
  - (c) "**Plans**" means the plans/drawings prepared by the owner and dated 27/03/2020 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

## **PART 4**

### **CONDITIONS**

4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

(a) The owner must provide relevant certification documentation (this includes any relevant waterproofing certificates etc).

Annexure "A - Building Works Application Form"

STRATA PLAN NO 68946

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 20 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME M. P. I. O. N. S. UNIT/LOT-NUMBER 9

CONTACT TELEPHONE (list all) 0225 252 252 29 Howard Ave Dee Why

EMAIL S. P. A. I. O. N. S. @ g m a i l . c o m

LOCATION: ☐ KITCHEN ☒ BATHROOM ☐ TOILET ☐ HALLWAY

☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK

INVOLVES: ☒ PAINTING ☒ TILING ☐ FLOOR SURFACES ☒ ELECTRICAL

☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS

☒ PLUMBING ☐ MASONRY ☒ WALL REMOVAL/PENETRATION

☐ COMMON PROPERTY ALTERATION ☐ OTHER .....

PREFERRED DATE OF WORKS STARTING 23/3/20 ENDING 29/3/20

PLEASE ATTACH ☒ DETAILED DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

*NA* ☐ BOND DEPOSIT: Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Strata Committee acknowledge receipt: \_\_\_\_\_ (SC Initial)

*NA* ☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the By-Law No. 20 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

ALTERATIONS:

OWNERS SIGNATURE: M. P. I. O. N. S. DATE: 11/2/2020

CEILING

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

ALTERATIONS:

OWNERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Annexure "C"

CONSENT UNDER SECTION 143

STRATA SCHEMES MANAGEMENT ACT 2015

STRATA SCHEME 68946

TO: The Registrar-General

Land & Property Information NSW

Queens Square

SYDNEY NSW 2000

*Megan Parsons and*  
I/We, *Susan Parsons*, CONSENT to the making of a by-law conferring rights over the  
common property for the installation of *bathroom water proofing* to be carried out by me/us as the  
owner/s of lot *9* in our strata scheme and conferring on me/us the responsibility to repair and maintain  
such works.

The by-law is to be made by the Owners Corporation at a general meeting on *27/3/20* or any  
adjournment of that meeting.

Dated: *11/3/2020*

Signature of *Megan Parsons*

Owner of Lot *9*

cc: The Owners – Strata Plan No 68946



## By-Law 25: Lot 12 Works - Bathroom

### PART 1

#### GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### PART 2

#### APPLICATION OF SPECIAL BY-LAW

- 2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of By-law No. 20 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

### PART 3

#### DEFINITIONS

- 3.1 In addition to the definitions in Part 2 of By-law 20, the following definitions are also adopted:
- (a) **"Major Works"** means the bathroom renovation works to the Lot and the common property to be carried out in connection with the renovation works per Annexure "A" works for the Lot including:
    - (i) re-waterproofing, tiling and plumbing as per the annexure and Scope of Works, and
    - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
  - (b) **"Lot"** means unit 12 in strata plan 68946.
  - (c) **"Plans"** means the plans/drawings prepared by the lot owner and dated 18/06/2020 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

### PART 4

#### CONDITIONS

- 4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

- (a) The owner must provide relevant certification documentation (this includes any relevant waterproofing certificates etc).

Annexure "A – Building Works Application Form"

STRATA PLAN NO 68946

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 20 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Amir Enkeshafi UNIT/LOT NUMBER 12

CONTACT TELEPHONE (list all) 0424309069

EMAIL Ash.enekeshafi@gmail.com

LOCATION: ☒ KITCHEN ☒ BATHROOM ☒ TOILET ☐ HALLWAY

☒ LIVING ROOM ☒ BEDROOM ☐ OTHER.....

WORK

INVOLVES: ☐ PAINTING ☒ TILING ☒ FLOOR SURFACES ☒ ELECTRICAL

☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS

☒ PLUMBING ☐ MASONRY ☒ WALL REMOVAL/PENETRATION

☐ COMMON PROPERTY ALTERATION ☐ OTHER .....

PREFERRED DATE OF WORKS STARTING 16/08/20 ENDING 20/09/20

PLEASE ATTACH ☒ DETAILED DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☒ ROUGH PLAN / DIAGRAM (provided by owner)

☐ BOND DEPOSIT: Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$\_\_\_\_\_ Date Paid: \_\_\_\_\_ Strata Committee acknowledge receipt: \_\_\_\_\_(SC initial)

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the By-Law No. 20 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: Ash Enkeshafi DATE: 18/06/20

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NA

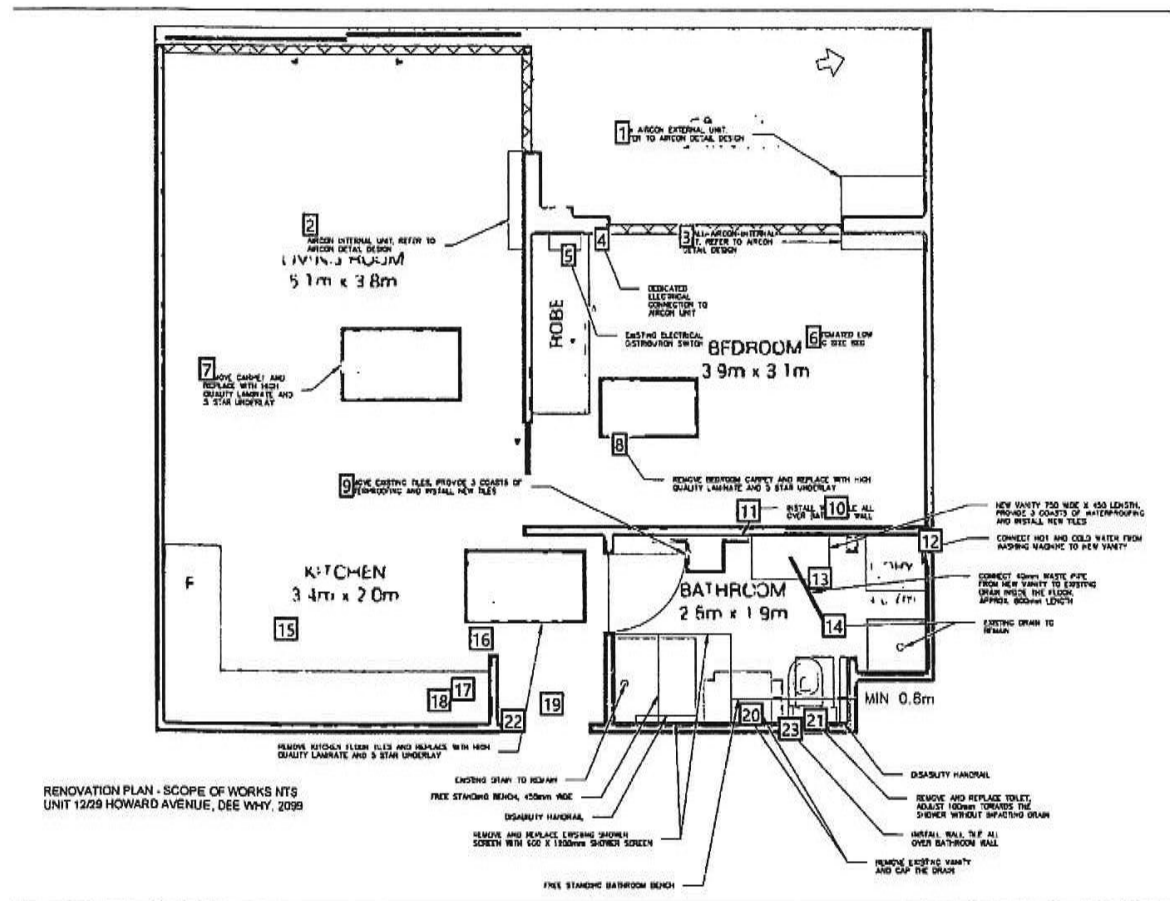
CEILING

CAVITY

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NA



Annexure "C"

CONSENT UNDER SECTION 143  
STRATA SCHEMES MANAGEMENT ACT 2015  
STRATA SCHEME 68946

TO: The Registrar-General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

I/We, Amir Enkeshafi, CONSENT to the making of a by-law conferring rights over the common property for the installation of floor, aircon, bathroom plumbing & tile to be carried out by me/us as the owner/s of lot 12 in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on 31/7/2020 or any adjournment of that meeting.

Dated: 19/06/20  
Signature of Amir Enkeshafi  
Owner of Lot 12

cc: The Owners – Strata Plan No 68946

## By-Law 26: Use of Lot

### A. Introduction

---

- (1) This by-law sets out the rules you must comply with when using your lot for commercial use.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation may take action against you.
- (4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

### B. Definitions

---

In this by-law:

**“commercial use”** means the use of a lot with the intention of obtaining commercial gain;

**“lot”** means a lot or part of a lot in the strata scheme;

**“prohibited use”** means the commercial use of a lot for:

- (a) A manufacturing operation,
- (b) Any food or drink preparation, cooking, re-heating or selling of takeaway or dine-in food
- (c) Any café, bar, restaurant, or tea rooms,

**“strata scheme”** means the strata scheme based on Strata Plan No. 68946 and any subdivisions thereof; and

**“you”** means an owner, occupier or lessee of a lot.

### C. Use of a Lot

---

- (1) You must not use your lot for a prohibited use.
- (2) You must not allow your lot to be used by any other person for a prohibited use.
- (3) Prior to using your lot for a commercial use, you must provide to the owners corporation any prior approval or authorisation necessary to carry out that commercial use of your lot (including any Council approval, insurance certificate or license).

### D. Hours of Operation

---

You must not use your lot, or allowed your lot to be used, for a commercial use (but not a prohibited use) outside of the hours of 8:00am and 7:00pm without the prior written approval of the owners corporation.

## **E. Advertising**

---

You must not attach or affix, or permit any other person to attach or affix, any advertisement, display or sign in connection with a commercial use of your lot to the common property without the prior written approval of the owners corporation.

## **F. Indemnity**

---

You must indemnify the owners corporation on demand against all claims made against it or any costs or expenses it incurs arising out of your use of your lot for a commercial use or a breach of this by-law including any costs or expenses it incurs as a result of any increase in the insurance premiums for the strata scheme.

## **G. Visitor Parking**

---

You must not park a vehicle in the strata scheme's visitor parking area which is located on ground level behind the retail shops, except for periods of no more than 15 mins for the drop off and

## **By-Law 27: Lot 9 Works – Bedroom Balcony Doors**

### **PART 1**

#### **GRANT OF RIGHT**

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **PART 2**

#### **APPLICATION OF SPECIAL BY-LAW**

- 2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. 20 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

### **PART 3**

#### **DEFINITIONS**

- 3.1 In addition to the definitions in Part 2 of By-law 20, the following definitions are also adopted:
- (a) **"Major Works"** means the works to the Lot and the common property to be carried out in connection with the internal casement door installation for the Lot including:
    - (i) the installation of two fully framed, inward opening casement doors; and
    - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
  - (b) **"Lot"** means 9 in strata plan 68946

- (c) **“Plans”** means the plans/drawings/quote prepared by Easy Windows and dated 3 June 2022 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

#### **PART 4**

#### **CONDITIONS**

4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

(a) The Owner must complete the Major Works by [insert date]. If the Owner has not completed the Major Works by 1/01/2023 the Owners Corporation will issue the Owner with a “Notice to Complete” which records that

(i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and

(ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

**Annexure "A – Building Works Application Form"**

**STRATA PLAN NO SP 68946**

**BUILDING WORKS APPLICATION FORM**

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO 20 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

**OWNERS NAME** Wei-Han and Fiona Kim **UNIT/LOT NUMBER** 9

**CONTACT TELEPHONE** (list all).....

**EMAIL** .....

**LOCATION:** ☐ KITCHEN ☐ BATHROOM ☐ TOILET ☐ HALLWAY  
☐ LIVING ROOM ☒ BEDROOM ☐ OTHER.....

**WORK**

**INVOLVES:** ☐ PAINTING ☐ TILING ☐ FLOOR SURFACES ☐ ELECTRICAL  
☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS  
☐ PLUMBING ☐ MASONRY ☐ WALL REMOVAL/PENETRATION  
☐ COMMON PROPERTY ALTERATION ☒ OTHER - INTERNAL CASEMENT DOORS

**PREFERRED DATE OF WORKS** STARTING...../...../..... ENDING...../...../.....

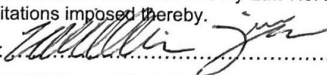
**PLEASE ATTACH** ☒ DETAILED DESCRIPTION OF INTENDED WORKS

AND EITHER: ☐ PLAN BY ARCHITECT (if available)

OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ **BOND DEPOSIT:** Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Strata Committee acknowledge receipt: \_\_\_\_ (SC initial)

I the undersigned hereby warrant that I have read the By-Law No. 20 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

**OWNERS SIGNATURE:**  **DATE:** 14/7/2022

**ADDITIONAL WARRANTIES (IF APPLICABLE)**

**STRUCTURAL**

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

**ALTERATIONS:**

**OWNERS SIGNATURE:** ..... **DATE:** .....

**CEILING**

**CAVITY**

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

**ALTERATIONS:**

**OWNERS SIGNATURE:** ..... **DATE:** .....



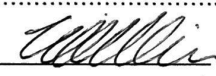
**Annexure "C"**

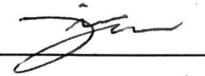
**CONSENT UNDER SECTION 143  
STRATA SCHEMES MANAGEMENT ACT 2015  
STRATA SCHEME 68946**

TO: The Registrar-General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

I/We, Wei-Han and Fiona Kim, CONSENT to the making of a by-law conferring rights over the common property for the installation of two internal casement doors to be carried out by us as the owners of lot 9 in our strata scheme and conferring on us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on 26/08/2022 or any adjournment of that meeting.

Dated: 14 July 2022  
Signature of WEIHAN KIM   
Owner of Lot 9

Signature of Fiona Kim   
Owner of Lot 9

cc: The Owners – Strata Plan No 68946

## Approved Form 23

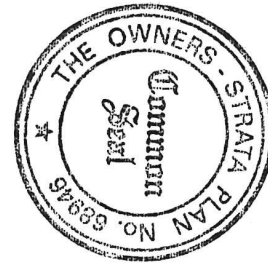
### Attestation

The seal of The Owners - Strata Plan No 68946 was affixed on 06/02/2023 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: Sarah Pieters Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date



## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Reference:** 240706  
**Date:** 01/02/2024  
**Certificate No.** ePLC2024/00627

**Address of Property:** 3/29 Howard Avenue DEE WHY NSW 2099  
**Description of Property:** Lot 3 SP 68946

---

## Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

### **1. Relevant planning instruments and Development Control Plans**

**(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:**

**(a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**(b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021  
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021  
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021  
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021  
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021  
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021  
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021  
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
SEPP 65 – Design Quality of Residential Apartment Development  
SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
Chapters 9, 10

### **(c) Development Control Plans**

Warringah Development Control Plan 2011

## **(2) Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

### **(a) Draft Local Environmental Plans**

### **(b) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

### **(c) Draft Development Control Plans**

## **2. Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

### **(1) Zoning and land use under relevant Local Environmental Plans**

#### **(a), (b)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

#### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

#### **Zone MU1 Mixed Use**

##### **1 Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.

- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide an active day and evening economy encouraging, where appropriate, weekend and night-time economy functions.

## **2 Permitted without consent**

Home-based child care; Home businesses; Home occupations

## **3 Permitted with consent**

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

## **4 Prohibited**

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

### **(c) Additional permitted uses**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

### **(d) Minimum land dimensions**

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

### **(e) Outstanding biodiversity value**

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

#### **(f) Conservation areas**

The land is not in a heritage conservation area.

#### **(g) Item of environmental heritage**

The land does not contain an item of environmental heritage.

### **(2) Zoning and land use under draft Local Environmental Plans**

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

## **3. Contribution plans**

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

#### **Dee Why Town Centre Contributions Plan - in force 13 July 2019**

This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town 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 name of the Ministerial planning order in which the region is identified.

#### **Housing and Productivity Contribution**

The subject land is within the Greater Sydney area to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

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

Nil

## **4. Complying Development**

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

### **Part 3 Housing Code**

Complying Development under the Housing Code may be carried out on all of the land.

### **Part 3A Rural Housing Code**

Complying Development under the Rural Housing Code may be carried out on all of the land.

### **Part 3B Low Rise Housing Diversity Code**

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

### **Part 3C Greenfield Housing Code**

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

### **Part 3D Inland Code**

Complying Development under the Inland Code does not apply to the land.

**Note:** Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### **Part 4 Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on all of the land.

### **Part 4A General Development Code**

Complying Development under the General Development Code may be carried out on all of the land.

### **Part 5 Industrial and Business Alterations Code**

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

### **Part 5A Industrial and Business Buildings Code**

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

### **Part 5B Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

### **Part 6 Subdivisions Code**

Complying Development under the Subdivisions Code may be carried out on all of the land.

### **Part 7 Demolition Code**

Complying Development under the Demolition Code may be carried out on all of the land.

### **Part 8 Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on all of the land.

### **(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No complying codes are varied under this clause in relation to the land.

## **5. Exempt Development**

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [\*State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008\*](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

### **Part 2 Exempt Development Codes**

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

#### **(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No exempt development codes are varied under this clause in relation to the land.

## **6. Affected building notices and building product rectification orders**

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

**affected building notice** has the same meaning the *Building Products (Safety) Act 2017, Part 4*.

**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*.

## **7. Land reserved for acquisition**

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## **8. Road widening and road realignment**

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## **9. Flood related development controls**

(1) The land is within the flood planning area and subject to flood related development controls.



(2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

## **10. Council and other public authority policies on hazard risk restriction**

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

## **11. Bush fire prone land**

The land is not bush fire prone land.

## **12. Loose-fill asbestos insulation**

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

## **13. Mine Subsidence**

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

## **14. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997* No 203.

## **15. Property vegetation plans**

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

## **16. Biodiversity Stewardship Sites**

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

## **17. Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

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

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner of the land (or any previous owner) has not consented in writing to the land being 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).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

## **20. Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or

- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

## **21. Development consent conditions for seniors housing**

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

## **22. Site compatibility certificate and conditions for affordable rental housing**

- (1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.
- (2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).
- (3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

## **Additional matters under the Contaminated Land Management Act 1997**

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

A handwritten signature in black ink, appearing to be 'SP' with a flourish.

**Scott Phillips**  
**Chief Executive Officer**

**01/02/2024**

# Sewer Service Diagram

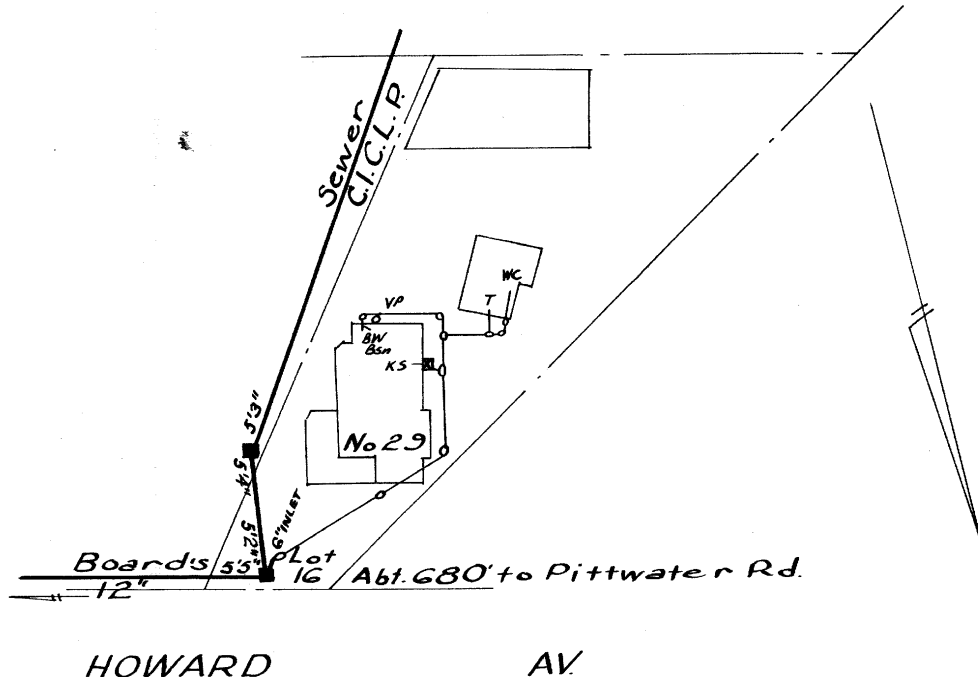
Application Number: 8003113169

**METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**  
**SEWERAGE SERVICE DIAGRAM**  
Municipality of *Warringah* No. *586697*  
*KNEEBONE*

<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**  
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19\_\_\_\_

SHEET No. *7163* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth		/ /	Date		/ /
Shr	Inspector	/ /	Outfall	Inspector	/ /
Bsn.		/ /	Drainer		
K.S.	Chief Inspector	/ /	Plumber		
T.		/ /	Boundary Trap		
Pig.	Tracing Checked	/ /	/is not required		
Dge. Int.		/ /			
Dge. Ext.		/ /			

320

Document generated at 31-01-2024 07:30:18 PM

## Disclaimer

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



# 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			

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.