

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 119618728	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38, 112-122 McEvoy Street, Alexandria NSW 2015		Phone: (02) 9699 8179 Fax:
co-agent			Ref: Kimiko Inagaki
vendor	LEIF LENNART JAKOBSSON, SEBASTIAN PONTUS JAKOBSSON CISNEROS		
vendor's solicitor	Williams - The Law Firm Level 13 276 Pitt Street Sydney NSW 2000		Phone: 8262 6209 Fax:
date for completion	42 days after the contract date	(clause 15)	Email: hduong@wtlf.net.au
land	303/446-448 BUNNERONG RD MATRAVILLE NSW 2036		
(Address, plan details and title reference)	LOT 11 IN STRATA PLAN 97139 11/SP97139		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" 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 checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input 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 checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" 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 checked="" type="checkbox"/> other: Dryer			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
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>Signed By _____</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p>Signed By _____</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Name of authorised person	_____ Name of authorised person												
_____ Office held	_____ Office held												

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 an *GSTRW payment*  
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's 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 *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

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

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

Jamesons

PO Box 547, Surry Hills NSW 2010

Email: info@jamesons.com.au

Tel: (02) 8969 3300

# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
  2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 303/446-448 BUNNERONG RD MATRAVILLE NSW 2036 from LEIF LENNART JAKOBSSON, SEBASTIAN PONTUS JAKOBSSON CISNEROS to in order that there is no cooling off period in relation to that contract;
  3. I do not act for LEIF LENNART JAKOBSSON, SEBASTIAN PONTUS JAKOBSSON CISNEROS and am not employed in the legal practice of a solicitor acting for LEIF LENNART JAKOBSSON, SEBASTIAN PONTUS JAKOBSSON CISNEROS nor am I a member or employee of a firm of which a solicitor acting for LEIF LENNART JAKOBSSON, SEBASTIAN PONTUS JAKOBSSON CISNEROS is a member or employee; and
  4. I have explained to :
    - (a) The effect of the contract for the purchase of that property;
    - (b) The nature of this certificate; and
    - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.
- Date: \_\_\_\_\_

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



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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <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.

303/446-448 BUNNERONG RD MATRAVILLE NSW 2036

## Additional clauses forming part of this contract

Dated: .....

between: Leif Lennart Jakobsson & Sebastian Pontus Jakobsson  
Cisneros

(‘vendor’)

and:

(‘purchaser’)

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33 Clause 24.3.3 of this contract is deleted.

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

35 The Purchaser purchases the property:

- (a) accepting the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate in this regard;
- (b) subject to any infestations or dilapidation; and
- (c) subject to any non-compliance with development consents or applicable planning laws, and  
The Purchaser must not make any objection, requisition, claim or delay settlement in relation to this clause.

36 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should either party prior to completion:

36.1 dies or becomes mentally ill (as defined by the *Mental Health Act, 1959*), either may rescind this contract by written notice to the other party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

36.2 being a company has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the party will be in default under this contract and the other party may exercise the right conferred by Clause 9.

37 The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Revenue NSW in relation to those duties. This right continues after completion.

38 In the event that completion does not take place within the time specified herein, the parties acknowledge that a notice requiring completion within not less than fourteen (14) days of such notice shall be deemed reasonable and sufficient to render the time for completion essential.

38.1 Should the vendor serve a Notice to Complete the purchaser will be liable for a fee of \$275.00, payable to the vendor's solicitor on completion, for costs associated with the Notice to Complete. This is an essential term of the Contract.

39 Notwithstanding anything herein contained, if completion does not occur on or before the completion date, without default by the vendor, then the vendor is entitled to recover from the purchaser as liquidated damages payable on completion:

- (a) interest on the balance of the purchase price at the rate of ten per cent (10%) per annum, calculated at a daily rate from the completion date to the actual date of completion, to compensate the vendor for the delay, to be added to the balance payable on completion;
- (b) the adjustment date shall be the completion date;
- (c) the sum of Two Hundred & Seventy Five Dollars (\$275.00) to cover legal costs and other expenses incurred as a consequence of the delay; and

40 Upon request of the vendor, the purchasers will authorise the deposit holder to release the deposit or part thereof for use by the Vendor as deposit or payment of stamp duty on any proposed purchase or for removalist expenses. The Vendor warrants that he will not further mortgage, charge or encumber the property hereby sold prior to completion.

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

42 The Purchaser acknowledges that the Deposit payable hereunder is ten percent (10%) of the Purchase Price.

The Purchaser acknowledges that if they have entered into this Agreement upon the part payment of the Deposit by way of a sum of less than ten percent (10%) of the Purchase Price stipulated herein the balance of the Deposit payable hereunder shall be paid by the Purchaser on completion of this Contract or upon termination of this Contract by the Vendor. If the Vendor terminates this Contract the Vendor shall in addition to any rights and remedies conferred on it by law and or equity have the right to sue the Purchaser for the unpaid balance of the Deposit.

This clause 42 shall not merge on termination of this Contract.

43 The Purchaser(s) acknowledge that they are purchasing the property and its inclusions in its present condition and state of repair and the vendor shall not be responsible for any loss, damage or mechanical breakdown in respect thereof occurring after the date of this agreement, and the Purchaser will raise no objection, requisition or claim for compensation, delay completion or terminate in respect of such matters.

44 AMENDMENTS TO PRINTED FORM CLAUSES:

44.1 The following clauses in the printed form of the Contract shall be amended as follows:

44.1.1 Clause 5.2.3 to be deleted

44.1.2 Clause 7.1.1 is amended by deleting "5%" and replacing it with "1%"

44.1.3 Clause 7.1.3 substituting "7 days" in place of "14 days"

44.1.4 Clause 7.2.1 substituting "1%" in place of "10%"

44.1.5 Clause 8.1 add before the words "The Vendor can *rescind* if-", the words "Notwithstanding any other provision contained in this contract,"

44.1.6 Clause 8.1.1 replace with "the Vendor is unable or unwilling to comply with a *requisition* or claim;"

44.1.7 Clause 8.2 add after the words "*terminate by serving a notice*" the words "of the purchaser's intention to terminate pursuant to this clause within 14 days"

44.1.8 Clause 8.2.2 to be deleted

44.1.9 Clauses 10.1.8 and 10.1.9 replace with word "substance" with the word "existence" where it appears in these clauses

44.1.10 Clause 14.4.2 delete and replace with "by adjusting the amount of the actual assessment against the land in the hands of the vendor and if the vendor holds more than 1 property then on a pro rata basis"

44.1.11 Clause 23.6.1 replace the words "even if it is payable by instalments" with the words "but the purchaser is liable for any instalments due after the *adjustment date*"

44.1.12 Clause 23.9.1 and 23.9.2 is deleted

44.1.13 Clause 25 is deleted.

45 It is expressly agreed between the Purchaser and Vendor that all of the conditions of sale are embodied in this Agreement and the Vendor shall not be liable to the Purchaser for any agreement stipulation condition statement or representation made by any other person or agent acting or purporting to act on behalf of the Vendor in relation to the property, its state of repair or suitability for any purpose whatsoever except as expressly set out in this Agreement.

46 Should a swimming pool be situated on the subject property then the Purchaser accepts the swimming pool, its surrounds and any fencing in their present condition and state of repair and will not be entitled to make any objections, requisitions or claim for compensation in relation thereto. In particular, notwithstanding any notices that may issue from any competent authority, the Purchaser shall not be entitled to require any rectification work to be carried out to any existing pool fence or the construction of a pool fence if no pool fence is in existence. The Purchaser shall be obliged to comply with any notices in relation to pool fencing or associated matters.

47 The vendor shall not be liable for any damages to the purchaser if the vendor is not able to complete by the time appointed for completion in this contract.

48 If the purchaser is a company the officers or persons who sign this contract on behalf of the company jointly and separately guarantee all obligations of the purchaser under this contract including the payment of the purchase price and they jointly and separately indemnify the vendor in respect of any default of the purchaser under this contract. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of the contract between the vendor and purchaser.

49 If the property is sold subject to a tenancy and/or Lease existing as at the date hereof and the benefit of which shall be given to the purchaser at the date of completion. It is acknowledged that the purchaser is satisfied with



the Lease a copy of which is attached to the contract and will not make any objection, requisition or claim for compensation and the purchaser shall not be entitled to rescind, delay completion or terminate as a result of the existence of the lease, whether or not the lease is registered on title, whether or not the tenant remains in possession following completion or whether the lessee has or has not breached any terms of the Lease.

- 50 The purchaser shall be bound by the exercise of any option (if applicable) by the lessee referred to in the Lease whether exercised before or after the date of this contract.
- 50.1 The vendor makes no warranty that the lessee shall remain in possession following settlement or that the lessee has not breached any term of the Lease.
- 51 If the property is sold subject to vacant possession with a tenant in occupation on an expired lease and the vendor is unable to provide vacant possession on completion then the vendor shall have the right to rescind the contract and the purchaser shall not make any objection or claim for compensation and otherwise the provisions of clause 19 shall apply.
- 52 The purchaser warrants that credit is not required to complete the purchase or if credit is required that credit on reasonable terms has already been obtained and the purchaser cannot terminate, rescind or delay completion of this contract by virtue of the non-availability of credit as at the date of completion.
- 53 The Purchaser acknowledges that the purchaser is purchasing the property and shall take title to thereto subject to existing, Water, Sewerage and Drainage, Gas and Electricity, Telephone or other installations or services (or lack thereof) and shall not make any requisitions, objections or claim for compensation in respect of:-
- (a) the nature, location, availability or non-availability of any such service
  - (b) if any such service for any other property or properties or the pipes or connections thereof pass through the subject property
  - (c) if any such service is a joint service with any other property or properties
  - (d) if any sewer main or the mains or connections for or any relevant authority for or supplier of any such services pass in over or through the subject property
  - (e) whether or not the property is subject to or has the benefit of any such service or the mains, pipes or connection
  - (f) the absence of any rights or easements in respect of those installations or services or utilities or in respect of the mains, pipes or connections to or from the property for them.
  - (g) The presence of any environmental hazard or contamination on, within, from and to the Property.
- 54 Irrespective of any other part of this Contract, and even if the contract is marked as land tax is not adjustable on page 2, if the completion date of this Contract is due before 31 December in the year that the contracts were exchanged for the Property and through the default of the Purchaser completion of the contract takes place in the following land tax year, then at settlement, if the Vendor is liable to pay land tax, the Purchaser shall make an adjustment in favour of the Vendor for the whole of the land tax for that following land tax year. This is an essential clause.
- 55 Without limiting the method by which this Contract may be exchanged, each party consents to any duly signed electronic or scanned counterpart of this Contract being treated as an original document for the purposes of exchange. The parties agree that each signed and exchanged electronic counterpart is the original and the parties are not required to provide an original hard copy.

## 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.**



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: 11/SP97139

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/7/2023	10:32 AM	2	16/4/2018

LAND

----

LOT 11 IN STRATA PLAN 97139  
AT MATRAVILLE  
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

-----

LEIF LENNART JAKOBSSON  
IN 2/3 SHARE  
SEBASTIAN PONTUS JAKOBSSON CISNEROS  
IN 1/3 SHARE  
AS TENANTS IN COMMON (T AN258916)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97139  
2 AN258917 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

TW:HD:6585

PRINTED ON 13/7/2023

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



FOLIO: CP/SP97139

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/7/2023	10:32 AM	5	16/9/2019

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97139  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MATRAVILLE  
LOCAL GOVERNMENT AREA RANDWICK  
PARISH OF BOTANY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP97139

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 97139  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/ - SARRAF STRATA  
PO BOX 520  
HURSTVILLE NSW 1481

SECOND SCHEDULE (8 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 G210838 CROSS EASEMENTS (S. 181B CONVEYANCING ACT, 1919)  
AFFECTING THE PARTY WALL(S) SHOWN ON THE COMMON  
BOUNDARY OF CP/SP63583 AND CP/SP97139
- 3 AN178416 LEASE TO ALPHA DISTRUBUTION MINISTERIAL HOLDING  
CORPORATION OF PREMISES SHOWN AS "CHAMBER SUBSTATION  
S.77336" IN PLAN AN178416 TOGETHER WITH RIGHT OF WAY &  
EASEMENT AFFECTING THE SITES DESIGNATED (A) & (B)  
RESPECTIVELY IN PLAN WITH AN178416. EXPIRES:  
18/12/2067. OPTION OF RENEWAL: 25 YEARS.
- 4 SP97139 EASEMENT TO USE FOOTPATH 1 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AN397414 INITIAL PERIOD EXPIRED
- 6 AN954921 POSITIVE COVENANT
- 7 AN954922 RESTRICTION(S) ON THE USE OF LAND
- 8 AP527580 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

-----

END OF PAGE 1 - CONTINUED OVER

TW:HD:6585

PRINTED ON 13/7/2023

FOLIO: CP/SP97139

PAGE 2

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

## STRATA PLAN 97139

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 423	2	- 365	3	- 374	4	- 400
5	- 428	6	- 369	7	- 407	8	- 405
9	- 433	10	- 383	11	- 412	12	- 409
13	- 461	14	- 423	15	- 526	16	- 376
17	- 494	18	- 428	19	- 430	20	- 374
21	- 362	22	- 517	23	- 207	24	- 254
25	- 264	26	- 38	27	- 38		

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

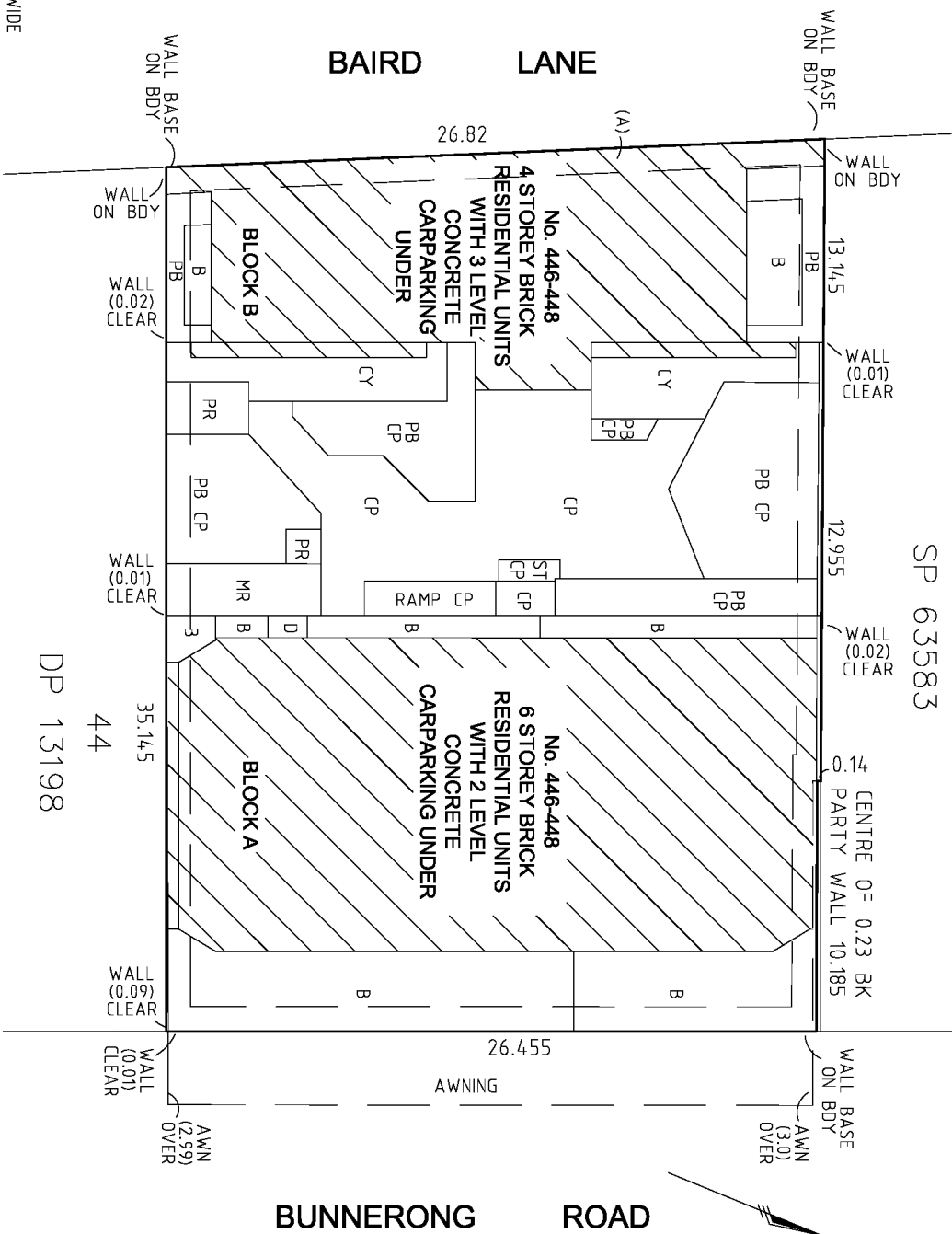
TW:HD:6585

PRINTED ON 13/7/2023

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## LOCATION PLAN

SP 63583



- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- CY DENOTES COURTYARD
- D DENOTES DUCT (CP)
- MR DENOTES MECHANICAL ROOM (CP)
- PB DENOTES PLANTER BOX
- PR DENOTES PLANT ROOM (CP)
- ST DENOTES STAIRS
- (A) EASEMENT TO USE FOOTPATH 1 WIDE

SURVEYOR

Name: HUYN DUC XUAN THAI

Date: 01/12/2017

Reference: 161187-SP

PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507

L.G.A: RANDWICK

Locality: MATRAVILLE

Subdivision No: 120/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered:

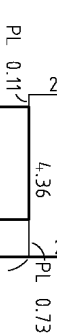
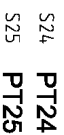


23.3.2018

SP97139

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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



**BASEMENT 2B**

STORAGE AREA 5m<sup>2</sup> UNLESS SHOWN OTHERWISE.  
CAR SPACE AREA 13m<sup>2</sup> UNLESS SHOWN OTHERWISE.  
DENOTES PROLONGATION OF FACE OF COLUMN  
DENOTES PROLONGATION OF CENTRE OF COLUMN UNLESS SHOWN OTHERWISE

ALL ANGLES ARE  $90^\circ$  UNLESS SHOWN OTHERWISE.

Reference: 161187-SP

Lengths are in metres.      Reduction Ratio 1: 200

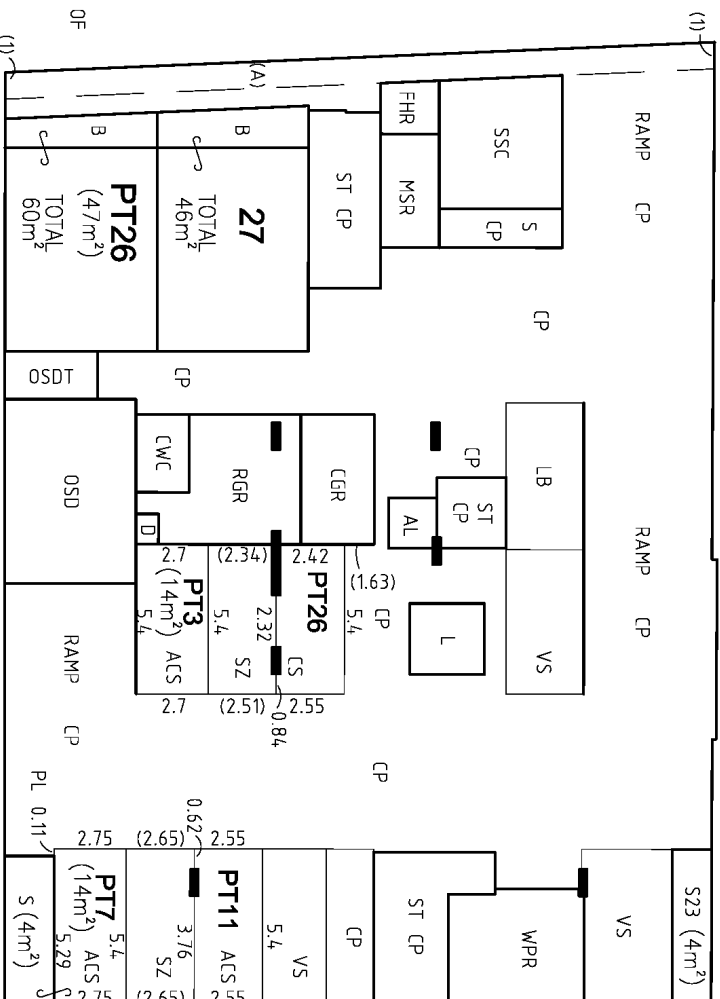
23.3.2018

SP97139

NOTES

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

S23 PT23



GROUND FLOOR B

BASEMENT 1

- PL DENOTES PROLONGATION OF WALL
- AL DENOTES ACCESSIBLE PLATFORM LIFT (CP)
- ACS DENOTES ACCESSIBLE CAR SPACE
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- CGR DENOTES COMMERCIAL GARBAGE ROOM (CP)
- CWC DENOTES CLEANERS WATER CLOSET (CP)
- D DENOTES DUCT (CP)
- FHR DENOTES FIRE HOSE ROOM (CP)
- WPR DENOTES WATER PUMP ROOM (CP)
- L DENOTES LIFT (CP)
- LB DENOTES LOADING BAY (CP)
- MSR DENOTES MECHANICAL SERVICE ROOM (CP)
- OSD DENOTES ON-SITE DETENTION (CP)
- OSDT DENOTES ON-SITE DETENTION STORAGE TANK (CP)
- RGR DENOTES RESIDENTIAL GARBAGE ROOM (CP)
- S DENOTES STORAGE
- ST DENOTES STAIRS
- SZ DENOTES SHARED ZONE (CP)
- SSC DENOTES SUB-STATION CHAMBER (CP)
- VS DENOTES VISITOR PARKING (CP)
- B DENOTES BALCONY

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT OF 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

STORAGE AREA 5m<sup>2</sup> UNLESS SHOWN OTHERWISE.  
 CAR SPACE AREA 13m<sup>2</sup> UNLESS SHOWN OTHERWISE.

DENOTES PROLONGATION OF FACE OF COLUMN

DENOTES PROLONGATION OF CENTRE OF COLUMN UNLESS SHOWN OTHERWISE

ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE.

(A) EASEMENT TO USE FOOTPATH 1 WIDE.

SURVEYOR

Name: HUYN DUC XUAN THAI

Date: 01/12/2017

Reference: 161187-SP

PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507

L.G.A: RANDWICK

Locality: MATRAVILLE

Subdivision No: 120/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered:

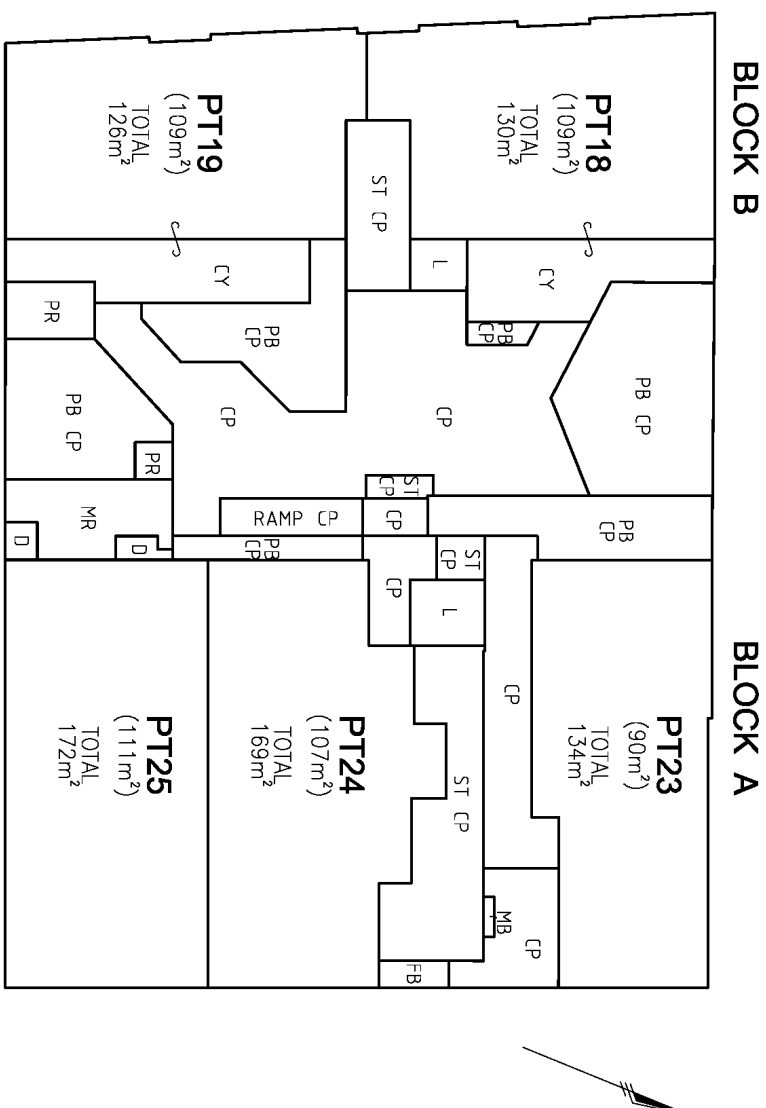


23.3.2018

SP97139

NOTES

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



GROUND FLOOR

- CP DENOTES COMMON PROPERTY
- CY DENOTES COURTYARD
- D DENOTES DUCT (CP)
- FB DENOTES FIRE BOOSTER (CP)
- L DENOTES LIFT (CP)
- MB DENOTES MAIL BOXES (CP)
- MR DENOTES MECHANICAL ROOM (CP)
- PB DENOTES PLANTER BOX
- PR DENOTES PUMP ROOM (CP)
- ST DENOTES STAIRS

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: HUYN DUC XUAN THAI

Date: 01/12/2017

Reference: 161187-SP

PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507

L.G.A.: RANDWICK

Locality: MATRAVILLE

Subdivision No: 120/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered:



23.3.2018

SP97139

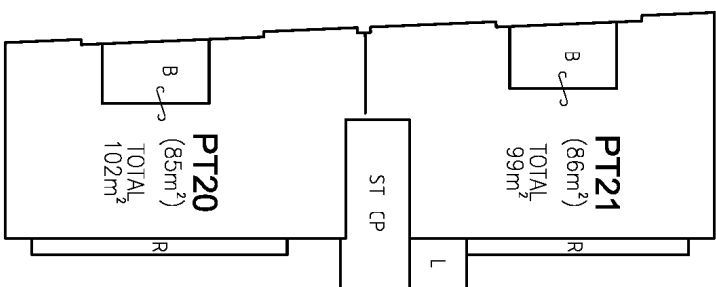
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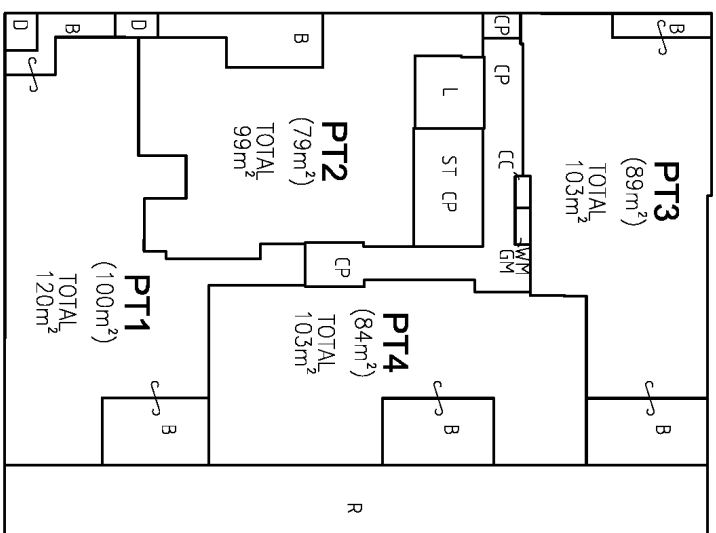
NOTES

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

**BLOCK B**



**BLOCK A**



**FIRST FLOOR**

- B DENOTES BALCONY
- CC DENOTES COMMONS CUPBOARD (CP)
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- GM DENOTES GAS METER (CP)
- L DENOTES LIFT (CP)
- R DENOTES ROOF (CP)
- ST DENOTES STAIRS
- WM DENOTES WATER METER (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT OF 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

**SURVEYOR**

Name: HUYN DUC XUAN THAI  
 Date: 01/12/2017  
 Reference: 161187-SP

**PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507**

L.G.A.: RANDWICK

Locality: MATRAVILLE  
 Subdivision No: 120/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered:

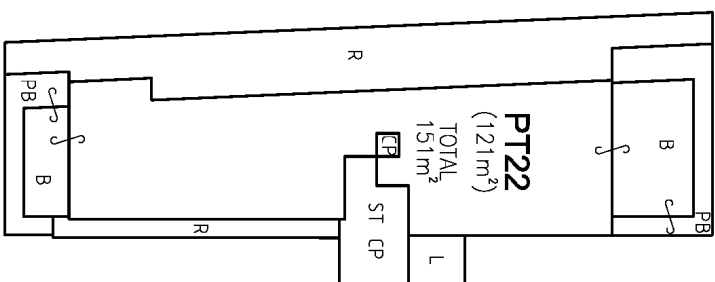
23.3.2018

**SP97139**

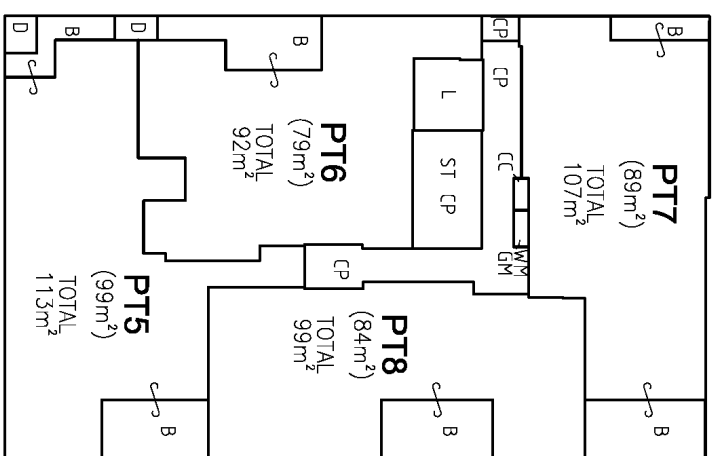
NOTES

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

BLOCK B



BLOCK A



SECOND FLOOR

- B DENOTES BALCONY
- CC DENOTES COMMONS CUPBOARD (CP)
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- GM DENOTES GAS METER (CP)
- L DENOTES LIFT (CP)
- PB DENOTES PLANTER BOX
- R DENOTES ROOF (CP)
- ST DENOTES STAIRS
- WM DENOTES WATER METER (CP)

THE STRATUM OF THE BALCONIES AND PLANTER BOXES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: HUYN DUC XUAN THAI

Date: 01/12/2017

Reference: 161187-SP

PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507

L.G.A.: RANDWICK

Locality: MATRAVILLE

Subdivision No.: 120/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered:

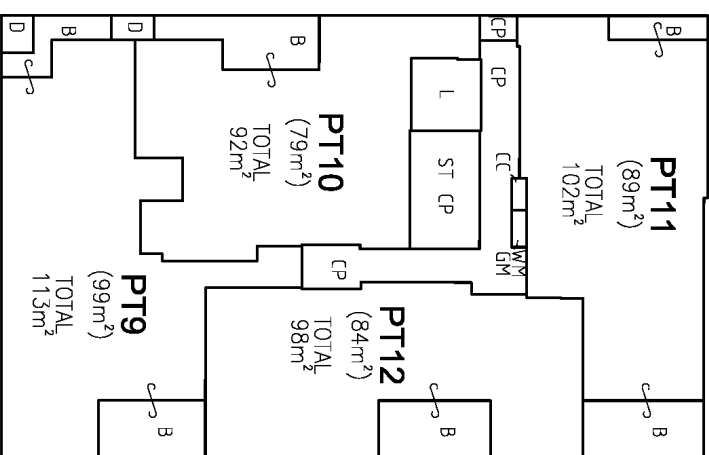
23.3.2018

SP97139

NOTES

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

BLOCK A



THIRD FLOOR

- B DENOTES BALCONY
- CC DENOTES COMMONS CUPBOARD (CP)
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- GM DENOTES GAS METER (CP)
- L DENOTES LIFT (CP)
- R DENOTES ROOF (CP)
- ST DENOTES STAIRS
- WM DENOTES WATER METER (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT OF 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: HUYN DUC XUAN THAI  
 Date: 01/12/2017  
 Reference: 161187-SP

PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507

L.G.A.: RANDWICK

Locality: MATRAVILLE  
 Subdivision No: 120/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered:

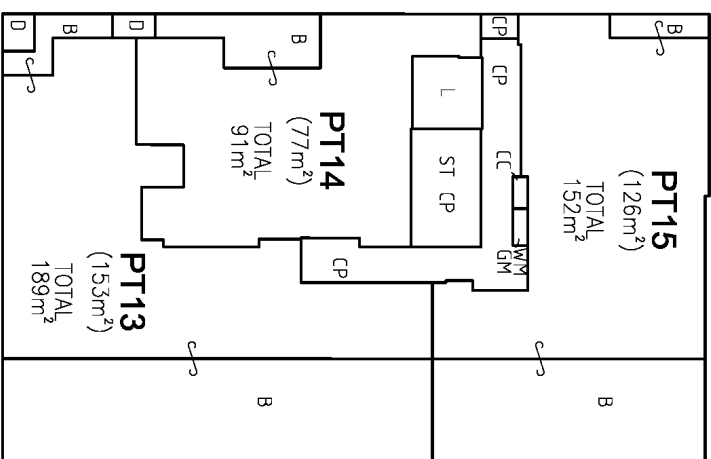
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SP97139

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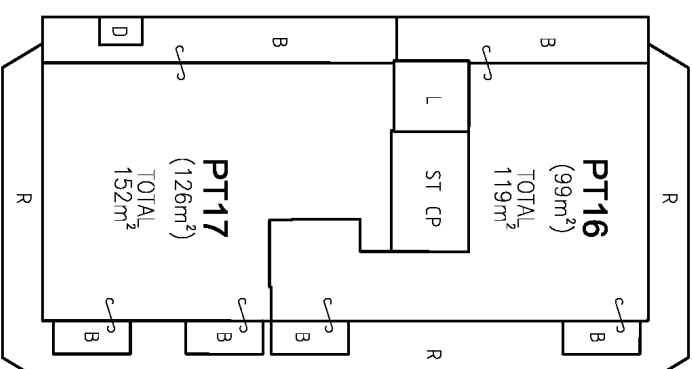
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

BLOCK A



FORTH FLOOR

BLOCK A



FIFTH FLOOR



- B DENOTES BALCONY
- CC DENOTES COMMONS CUPBOARD (CP)
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- GM DENOTES GAS METER (CP)
- L DENOTES LIFT (CP)
- R DENOTES ROOF (CP)
- ST DENOTES STAIRS
- WM DENOTES WATER METER (CP)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT OF 2.5 METRES ABOVE THEIR RESPECTIVE UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: HUYN DUC XUAN THAI

Date: 01/12/2017

Reference: 161187-SP

PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507

L.G.A.: RANDWICK

Locality: MATRAVILLE

Subdivision No.: 120/2018


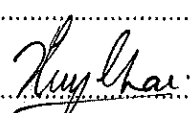

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Registered:



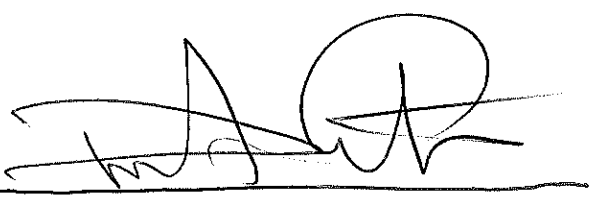
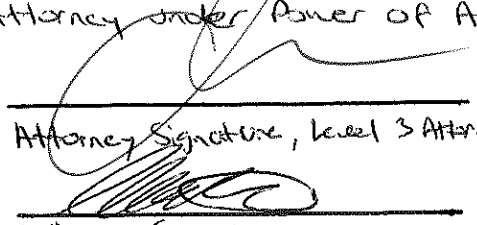

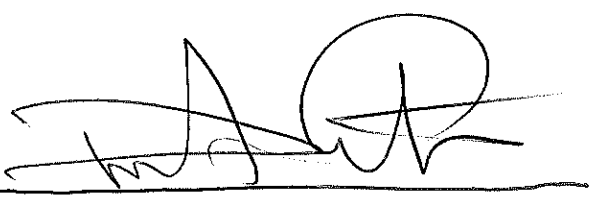
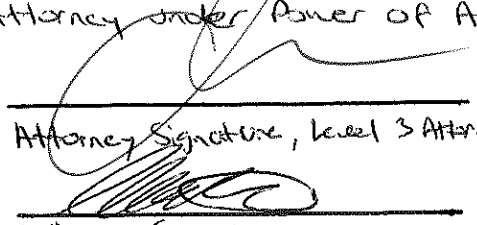

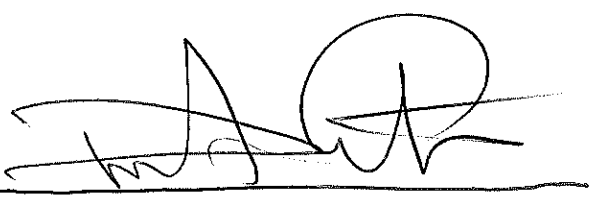
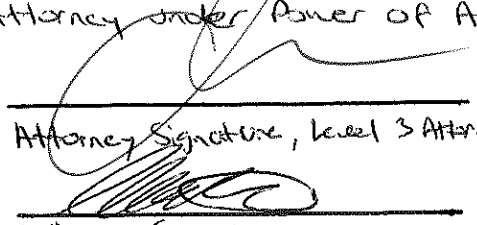


23.3.2018

SP97139

<b>SP FORM 3.01</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  23.3.2018		<b>SP97139</b>
<b>PLAN OF SUBDIVISION OF LOT 100 IN DP 1236507</b>		LGA: RANDWICK Locality: MATRAVILLE Parish: BOTANY County: CUMBERLAND
This is a <del>*FREEHOLD*</del> <b>LEASEHOLD</b> Strata Scheme		
Address for Service of Documents 446-448 BUNNERONG ROAD MATRAVILLE NSW 2036		The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B ( <del>see Schedule 3 Strata Schemes Management Regulation 2016</del> ) * The strata by-laws lodged with the plan.
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I, HUY DUC XUAN THAI ..... of RGM PROPERTY SURVEYS PTY LTD..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) <del>land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del> ..... Signature:  ..... Date: 01/12/2017 ..... Surveyor ID: 8258 ..... Surveyor's Reference: 161187-SP ..... <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>		<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I, <del>ANTHONY ALLEN</del> ..... being an Accredited Certifier, accreditation number <del>BPS00004</del> ....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.</del> Certificate Reference: <u>120/2018</u> ..... Relevant Planning Approval No.: <u>CDC 2018/12</u> ..... issued by: <u>ANTHONY ALLEN (BPS00004)</u> ..... Signature:  ..... Date: <u>2/2/18</u> ..... <small>^ Insert lot numbers of proposed utility lots.</small>

<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 3 sheet(s)																																																													
Office Use Only		Office Use Only																																																													
Registered:  23.3.2018		<b>SP97139</b>																																																													
<b>VALUER'S CERTIFICATE</b> I, <u>JARROD MORGAN</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i> Signature: <u></u> Date <u>29/01/18</u>																																																															
<b>SCHEDULE OF UNIT ENTITLEMENT</b>																																																															
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:15%;">LOT No.</th> <th style="width:20%;">UNIT ENTITLEMENT</th> <th style="width:15%;">LOT No.</th> <th style="width:20%;">UNIT ENTITLEMENT</th> </tr> </thead> <tbody> <tr><td>1</td><td>423</td><td>15</td><td>526</td></tr> <tr><td>2</td><td>365</td><td>16</td><td>376</td></tr> <tr><td>3</td><td>374</td><td>17</td><td>494</td></tr> <tr><td>4</td><td>400</td><td>18</td><td>428</td></tr> <tr><td>5</td><td>428</td><td>19</td><td>430</td></tr> <tr><td>6</td><td>369</td><td>20</td><td>374</td></tr> <tr><td>7</td><td>407</td><td>21</td><td>362</td></tr> <tr><td>8</td><td>405</td><td>22</td><td>517</td></tr> <tr><td>9</td><td>433</td><td>23</td><td>207</td></tr> <tr><td>10</td><td>383</td><td>24</td><td>254</td></tr> <tr><td>11</td><td>412</td><td>25</td><td>264</td></tr> <tr><td>12</td><td>409</td><td>26</td><td>38</td></tr> <tr><td>13</td><td>461</td><td>27</td><td>38</td></tr> <tr> <td>14</td> <td>423</td> <td>TOTAL</td> <td>10,000</td> </tr> </tbody> </table>				LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	1	423	15	526	2	365	16	376	3	374	17	494	4	400	18	428	5	428	19	430	6	369	20	374	7	407	21	362	8	405	22	517	9	433	23	207	10	383	24	254	11	412	25	264	12	409	26	38	13	461	27	38	14	423	TOTAL	10,000
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14	423	TOTAL	10,000																																																												
Surveyor's Reference: 161187-SP																																																															

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 3 sheet(s)							
Office Use Only		Office Use Only							
Registered:  23.3.2018	<b>SP97139</b>								
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>									
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED, IT IS INTENDED TO CREATE:</p> <p>1. EASEMENT TO USE FOOTPATH 1 WIDE</p> <p>Executed by Collingwood House Group Pty Ltd ACN 606553 753 in accordance with section 121 of the corporations Act 2001 (Cth) by:</p> <table border="0"><tr><td> Signature of Director</td><td> Signature of Director/company Secretary</td></tr><tr><td><u>JAMIL NASSIF</u> Full name (print)</td><td><u>Duante Grisdavicius</u> Full name (print)</td></tr></table> <p>Mortgagee under mortgage number AK299879. Signed at Bondi Junction this 12th Day of February 2018 for National Australia Bank Limited ABN 12 204 044 937 by Korosh Changizi its duly appointed Attorney under Power of Attorney no 39 Book 4512</p> <table border="0"><tr><td> Attorney Signature, Level 3 Attorney</td><td rowspan="2">South Sydney Business Banking Centre Level 20, Tower 1 520 Oxford Street Bondi Junction NSW 2022</td></tr><tr><td><u>Elias Laliotis</u> Witness Name</td></tr></table> <p>Witness Address</p>			 Signature of Director	 Signature of Director/company Secretary	<u>JAMIL NASSIF</u> Full name (print)	<u>Duante Grisdavicius</u> Full name (print)	 Attorney Signature, Level 3 Attorney	South Sydney Business Banking Centre Level 20, Tower 1 520 Oxford Street Bondi Junction NSW 2022	<u>Elias Laliotis</u> Witness Name
 Signature of Director	 Signature of Director/company Secretary								
<u>JAMIL NASSIF</u> Full name (print)	<u>Duante Grisdavicius</u> Full name (print)								
 Attorney Signature, Level 3 Attorney	South Sydney Business Banking Centre Level 20, Tower 1 520 Oxford Street Bondi Junction NSW 2022								
<u>Elias Laliotis</u> Witness Name									
Surveyor's Reference: 161187-SP									

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

Lengths are in meters

Plan: **SP97139**

Plan of Subdivision of Lot 100 in DP 1236507  
covered by Subdivision Certificate No. *120/2018*  
Dated

Page 1 of 3

Full name and address of  
Owner of the land

Collingwood House Group Pty Ltd  
446-448 Bunnerong Road  
MATRAVILLE NSW 2036

**PART 1**

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, positive covenant and easement to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	EASEMENT TO USE FOOTPATH 1 WIDE	COMMON PROPERTY	RANDWICK CITY COUNCIL

**PART 2 (Terms)**

1. **Terms of easement to use footpath firstly referred to in the above Plan:**
  - (a) The improvements constructed on the Easement Site are deemed to be a footpath and defined as a 'road related area' within the meaning of Section 4(1) of the *Road Transport Act 2013* and subject to the *Road Rules 2008*.
  - (b) The Grantor must at all times allow members of the general public to exercise free and unfettered right to use the Easement Site as a footpath provided such use is conducted in accordance with the *Road Rules 2008* applicable to use of a footpath.
  - (c) The Grantor must do all things reasonably necessary to repair and maintain and keep in good order and condition the Easement Site. All works needed to repair and maintain and keep in good order and condition the Easement Site must be undertaken in consultation with Randwick City Council and to Randwick City Council's satisfaction.
  - (d) The Grantor indemnifies Council against all damage, expense, loss, claim or liability incurred in connection with this easement.

  
-----  
Approved Randwick City Council

FRANK KO - ACTING MANAGER DEVELOPMENT ASSESSMENT



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

Lengths are in meters

Plan: **SP97139**

Plan of Subdivision of Lot 100 in DP 1236507  
covered by Subdivision Certificate No. 120/2018  
Dated

Page 2 of 3

(e) The Grantor is responsible for ensuring that no works on the Easement to Use Footpath are undertaken by Public Utility Authorities without the Public Utility Authorities having first been given the terms of the Easement to Use Footpath and full structural details of the Carpark level immediately below the Easement to Use Footpath.

**Grantor** means the owner of a Lot Burdened.

**Easement Site** means:

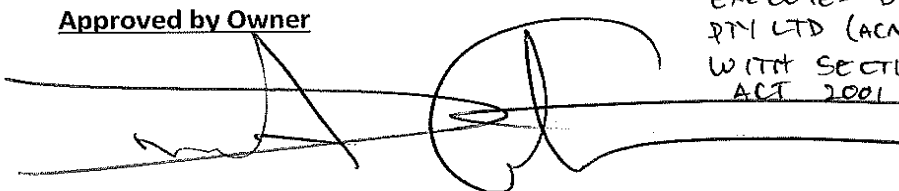
- the site of an easement on the Plan; and
- all items within the site of the easement identified on the Plan which are the subject of the easement.

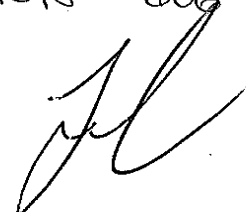
NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT TO USE  
FOOTPATH NUMBERED 1 ON THE PLAN IS:

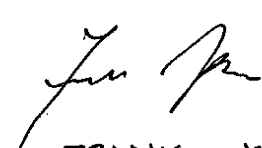
RANDWICK CITY COUNCIL

Approved by Owner

EXECUTED BY COLLINGWOOD HOUSE GROUP  
PTY LTD (ACN 606 553 753) IN ACCORDANCE  
WITH SECTION 127 OF THE CORPORATION  
ACT 2001 (CTH)

  
Dante Cristovao  
Director  
Collingwood House Group Pty Ltd  
ACN 606 553 753

  
Jamie Nassif  
Director  
Collingwood House Group Pty Ltd  
ACN 606 553 753

  
FRANK KO  
ACTING MANAGER  
DEVELOPMENT  
ASSESSMENT

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

Lengths are in meters

Plan: **SP97139**

Plan of Subdivision of Lot 100 in DP 1236507  
covered by Subdivision Certificate No. 120/2018  
Dated

Page 3 of 3

Randwick City Council by its  
authorised delegate Pursuant to Section 377  
Local Government Act 1993

I certify that I am an eligible witness and that the  
delegate signed in my presence

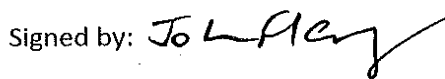
Signed by:



Name of the Delegate:

**FRANK KO**

Signed by:



Name of the Witness: **JOHN FLANIGAN**

Position:

**ACTING MANAGER  
DEVELOPMENT ASSESSMENT**

Address of the Witness

**30 FRANCES ST  
RANDWICK 2031**

Approved by Mortgagee

Mortgagee under mortgage No. Ak 299879.

Signed at Bondi Junction this 12<sup>th</sup> Day of February, 2018  
for National Australia Bank Limited ABN 12 004 044 937

by Koroush Changizi its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

Attorney Signature, Level 3 Attorney



Witness Signature

**Elias Laliotis**

Witness name

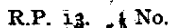
**South Sydney Business Banking Centre  
Level 20, Tower 1  
520 Oxford Street  
Bondi Junction NSW 2022**

Witness Address.

REGISTERED

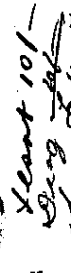


23.3.2018



**New South Wales**

(REAL PROPERTY ACT, 1900.)



1 2 3

**Judgment**

### Endorsement

### Certificate

419.

14/14

Grazier

**L 30 11 54 B**

(herein called transferor )

(£5,000. ) (the receipt whereof is hereby acknowledged) paid to me by  
EASTERN SUBURBS CINEMAS PTY. LIMITED whose Registered Office is  
situate at 228 Pitt Street, Sydney

<sup>b</sup> (herein called transferee )

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only).	(e)
		Whole or Part.	Vol.	Fol.		
CUMBERLAND	Alexandria	Part	4016	88	<p>Lot C in plan annexed hereto marked "A" is to be set aside with a right of way as appurtenant thereto over the strip of land <del>marked "B"</del> shown as site of proposed right of way on said right.</p>	

**5 And the transferee covenants with the transferor:**

PLAN REFILED IN PLAN ROOM  
AS FP 390236

ENCUMBRANCES, &c., REFERRED TO.

### Reservations in the Grant of Minerals.

Signed at *Sydney*  
Signed in my presence by the transferor

the 24<sup>th</sup> day of September 1945  
 X<sup>ed</sup> W. G. Gerson  
 Transferor.\*

WHO IS PERSONALLY KNOWN TO ME

**<sup>1</sup>Signed**

P. C. Fredon

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME  
SUBURBS ON SEAL OF EASTERN  
SUNSHINE CINEMAS PTY. LIMITED was  
hereto affixed by the authority  
of a resolution of the Board of  
Directors in the presence of a  
Director and the Secretary.

I hereby certify this Transfer  
purpose of the Real Property

**W. M. Miller**  
Director

**W. M. Miller**  
Secretary

TRANSFER

Transferee(s).

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

G 210838

No. ....

LODGED BY

R. E. Piranni  
228 Act St.

CONSENT OF MORTGAGEE.  
(N.B.—Before execution read marginal note.)

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

Dated at this day of 19 .  
Signed in my presence

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .  
Signed in the presence of—

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

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
	Together with right of way across Easements Dec 18/18	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book	Received Docs.
Passed (in S.D.B.) by	Volume 4016 Folio 88	Nos.
Signed by	27th day of April 1955 at	Receiving Clerk.
	minutes past 12 o'clock in the noon.	
	Registrar-General.	

PROGRESS RECORD.	
Initials.	Date.
Survey Branch	
Com Records	
en ...	28/5/55
ined ...	29/5
repared ...	12/6/55
xamined ...	20/6
arded ...	20/6
ngrossers ...	20/6
n Clerk	20/6

EXECUTION OUTSIDE NSW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Empire, the instrument must be signed or acknowledged before the Registrar-General or Recorder 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 Justice of the Peace for such part, 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 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 other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £, if accompanied by the relevant title or evidence of production thereof, (b) £1-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate lodged in the Transfer, (b) £1-10-0 for each new Certificate of Title issued, (c) 5/- where the Transfer contains a covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/- for each additional folio where the Certificate exceeds 1-2 folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue, if desired.

COUNCIL'S CERTIFICATE

Randwick Council (Name of Council)  
Having adopted the provisions of the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes (Leasehold Development) Act 1986 have been complied with, approve of the proposed:

Strata plan

Strata plan of subdivision

Submitted to the council on the certificate:

"The strata plan, plan of subdivision is part of a development scheme. The council is satisfied that the plan is consistent with the provisions of the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes (Leasehold Development) Act 1986 and that the plan gives effect to the objects of the strata development scheme to which it relates."

"The Council does not object to the appointment of the building beyond the agreement of BUNNERONG RD

"The agreement is given on the condition that the use of the building is limited to the use of the building as a public place."

Having duly complied to be used primarily for the use of the building as a public place, the council is satisfied that the plan is consistent with the provisions of the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes (Leasehold Development) Act 1986 and that the plan gives effect to the objects of the strata development scheme to which it relates, as required by section 30 of the Strata Schemes (Freehold Development) Act 1973 or section 30 of the Strata Schemes (Leasehold Development) Act 1986.

Date 30.6.2000

Submission No. 551/81/100

[Signature]  
Deputy Mayor/Authorised Person

STRATAPLAN CERTIFICATE

PHILIP C K H001

PHILIP C K H001 PTY LTD.

20 JARRETT ST LEICHHARDT 2040

a surveyor registered under the Surveyors Act 1988, hereby certify that:

(1) said applicable requirement of

Subclause 1A to the Strata Schemes (Freehold Development) Act 1973

has been met.

(2) (a) the building encroaches on a public place;

(b) the building encroaches on land (other than a public place) in respect of which an easement or other right is registered under the Conveyancing Act 1919;

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

Signature: [Signature]

Date: 19 May 2000

Details if applicable

-State whether drawing of plan, and quote registered number.

This is sheet 1 of my Plan in 2 sheets.

SP63583

Registered 17.7.2000

C.A.: SEE CERTIFICATE

Purpose: STRATA PLAN

Ref. Map: U1837-53#

Last Plan: DP2097187, DP 385824

PLAN OF SUBDIVISION OF LOT 38 IN D.P. 385824  
& LOT 1 IN D.P. 209787

LGA RANDWICK Suburb/Locality: MATRVILLE

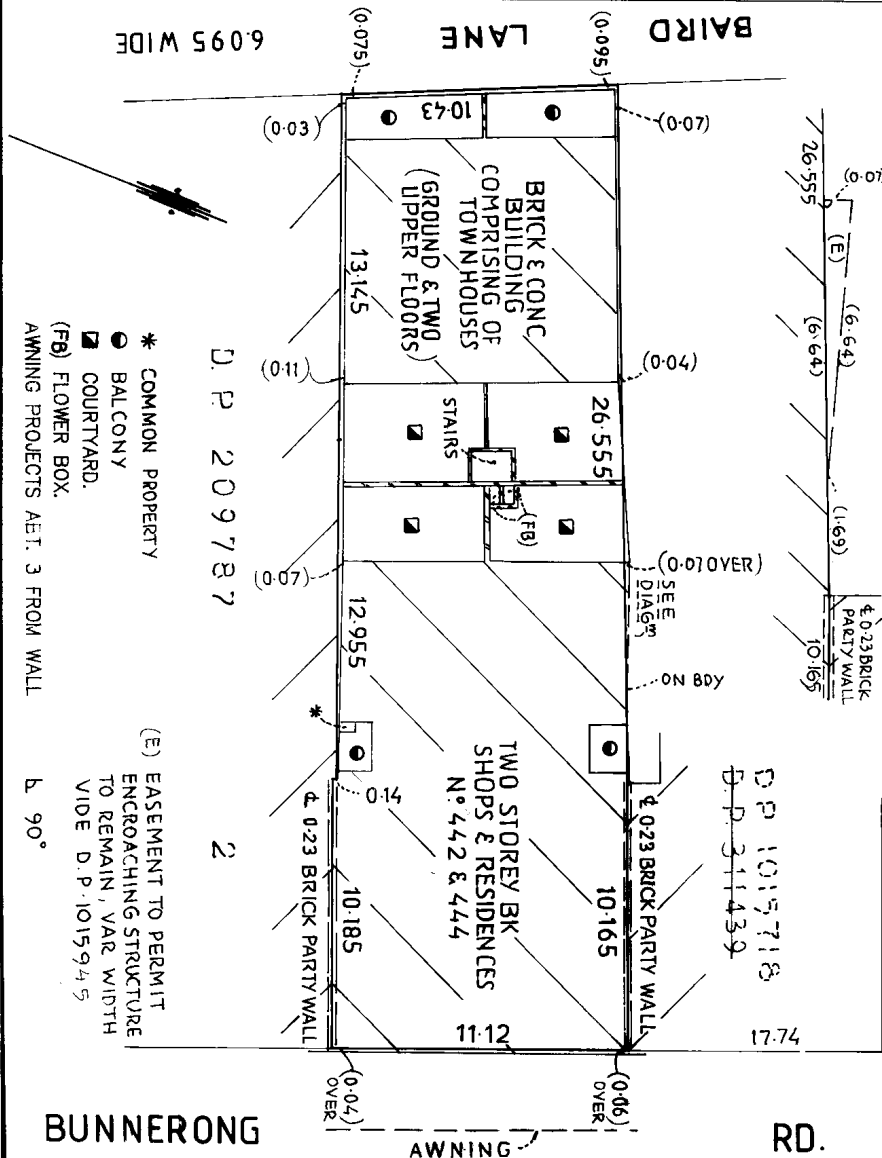
Parish: BOTANY County: CUMBERLAND

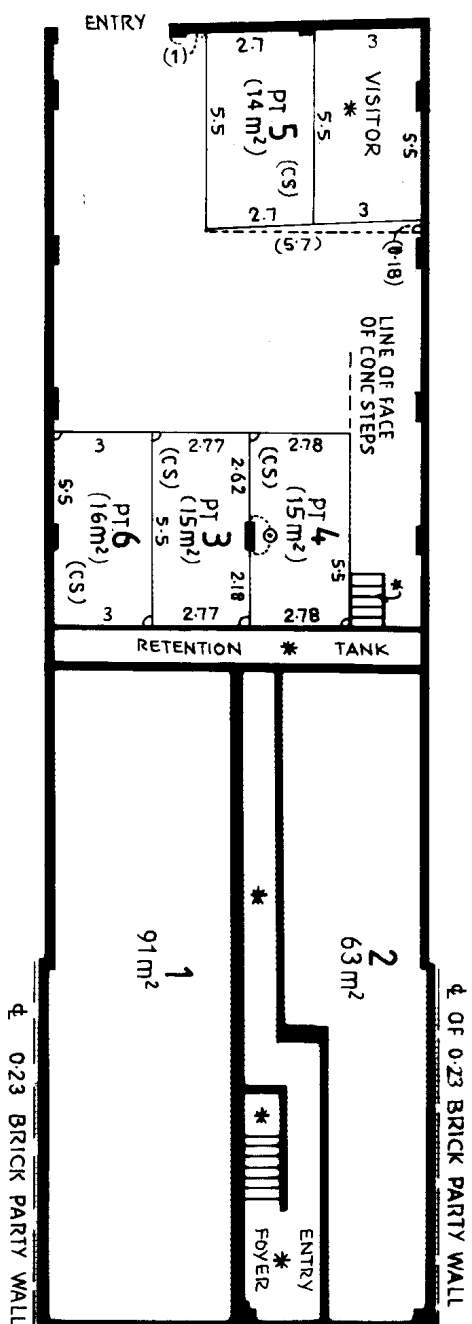
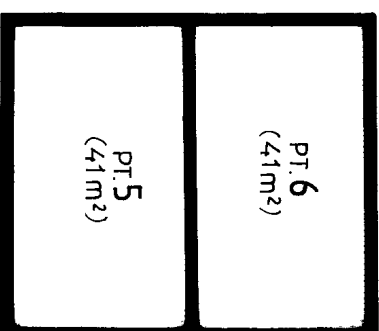
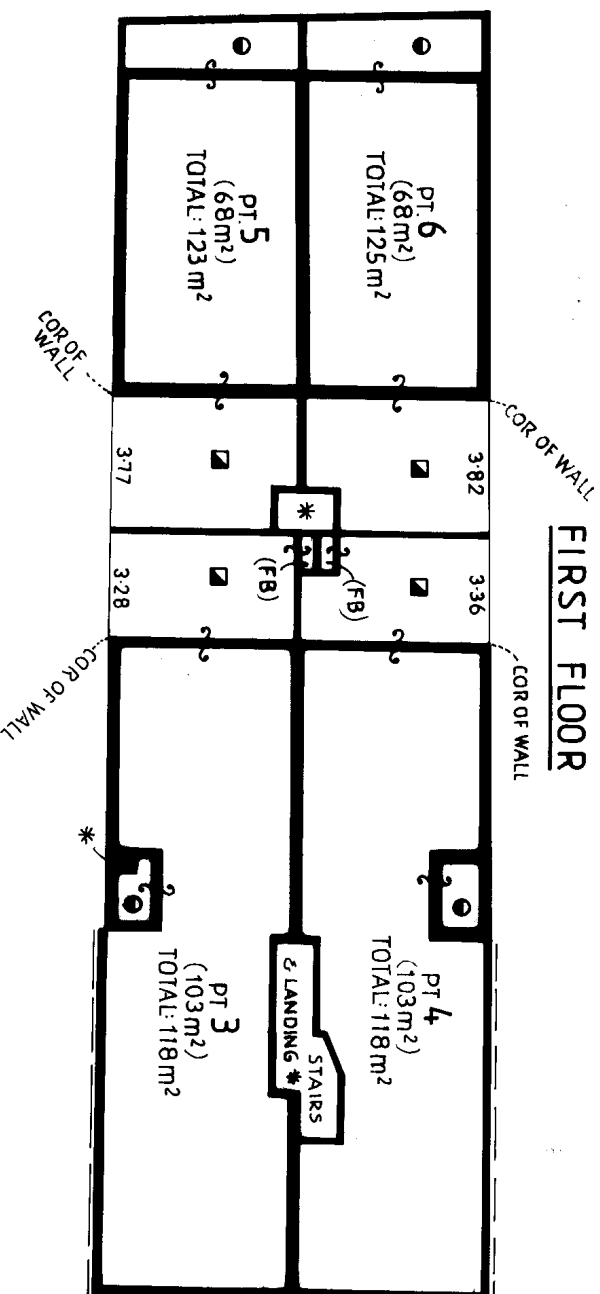
Reduction Ratio 1: 200 Lengths are in metres

Name of, and address for service of notices on, the owners corporation  
"THE OWNERS", STRATA PLAN NO. Nos 442-444 BUNNERONG RD., MATRVILLE N.S.W. 2036

DIAGRAM (NTS)

BEAUCHAMP RD.



**GROUND FLOOR****SECOND FLOOR****FIRST FLOOR**

SCHEDULE OF UNIT ENTITLEMENT	
LOT No:	UNIT ENTITLEMENT
1	14
2	14
3	17
4	17
5	19
6	19
AGGREGATE	100

AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES, COURTYARDS & FLOWER BOXES WHERE SHOWN.

- DENOTES BALCONY LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF ITS TILED FLOOR UNLESS ROOFED OVER.
- DENOTES COURTYARD LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF ITS TILED FLOOR UNLESS ROOFED OVER.
- (FB) DENOTES FLOWER BOX LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF ITS TILED FLOOR UNLESS ROOFED OVER.

- DENOTES CENTRE OF COLUMN
- (CS) DENOTES CARSPACE.
- \* DENOTES COMMON PROPERTY.
- L DENOTES 90°

Reduction Ratio 1 : 150

Lengths are in metres

Registered Surveyor

19 May 2000

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 9991-SP

Form: 07L  
Release: 2.0  
www.lands.nsw.gov.au

**LEASE**  
New South Wales  
Real Property Act 1900



**AN178416T**

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

**STAMP DUTY** Office of State Revenue use only

**(A) TORRENS TITLE**

Certificate of Title 100/1236507  
PART being the premises shown as "Chamber Substation S.77336" on the plan annexed marked "B" together with the right of way and easement referred to in Clauses 1 and 2 of Annexure "A".

Plan Fee  
Paid  
D215820

**(B) LODGED BY**

Document Collection Box	Name, Address or DX and Telephone <b>DUARTE CRISTOVAO</b> <b>PO BOX 2009</b> <b>BURWOOD NORTH NSW 2134</b> Reference:	CODE <b>L</b>
-------------------------	---	------------------

**(C) LESSOR**

Collingwood House Group Pty Ltd ACN 606 553 753

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION  
ABN 67 505 337 385

**(F)**

**TENANCY:**

off  
Caveat AN 45940

- (G) 1. TERM** 50 years
- 2. COMMENCING DATE** 19 December 2017
- 3. TERMINATING DATE** 18 December 2067
- 4.** With an **OPTION TO RENEW** for a period of 25 years  
set out in clause 29 of Memorandum AK980904
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A"
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- 8.** Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Property Information Division as No(s). AK980904
- 9.** The **RENT** is set out in clause No. 5 of Memorandum AK980904

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0507

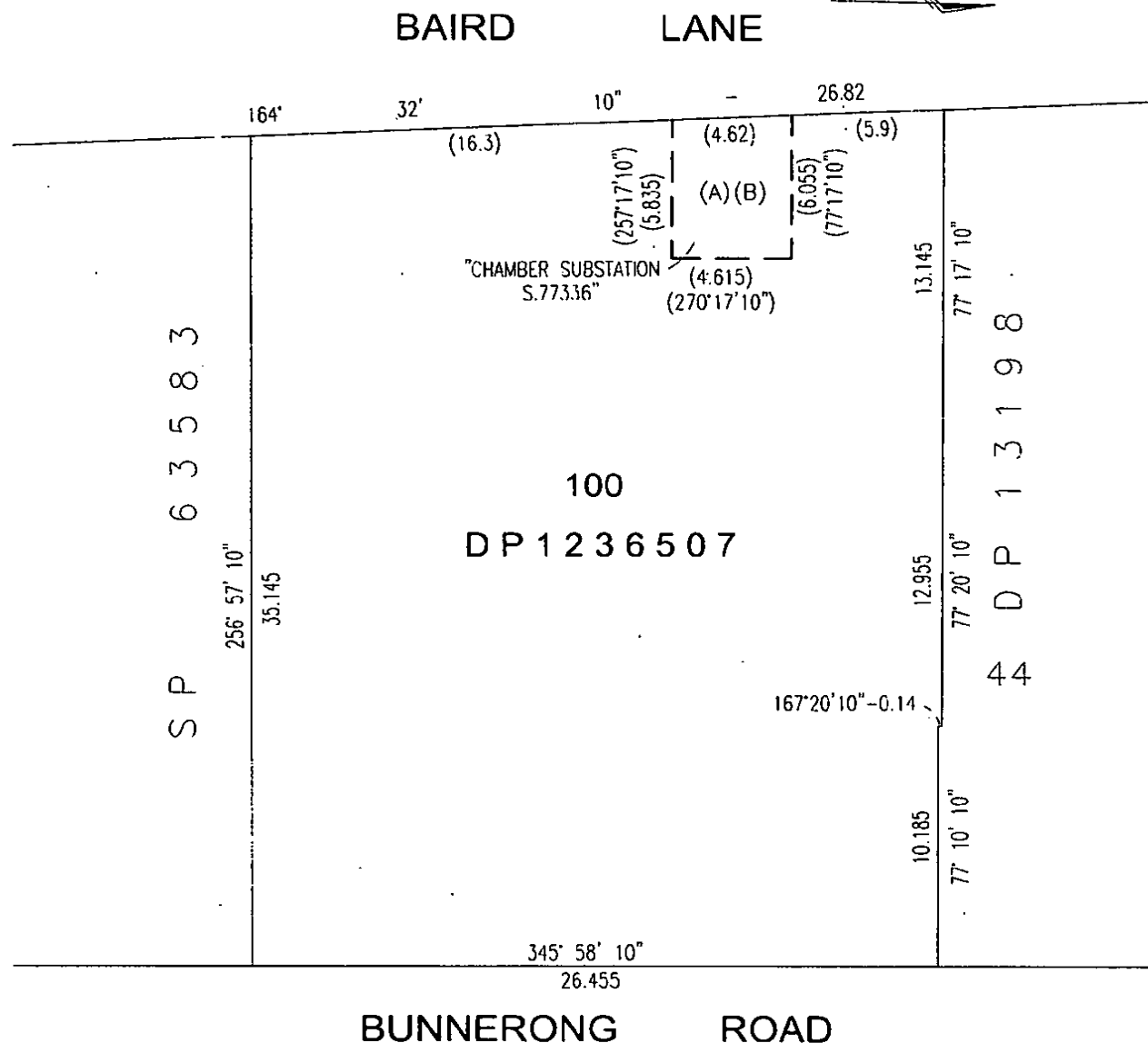
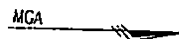
Page 1 of 45

DEPARTMENT OF LANDS  
LAND AND PROPERTY INFORMATION DIVISION

consent CC28575  
Caveat will lapse upon reg-

ANNEXURE B  
PLAN SHOWING EASEMENTS  
OVER LOT 100 IN DP 1236507  
446-448 BUNNERONG ROAD, MATRAVILLE

SCALE: 1:250  
LGA: RANDWICK  
PARISH: ROTANY  
COUNTY: CUMBERLAND  
SURVEY REF: 161187-EA1



(A) RIGHT OF WAY  
(B) EASEMENT FOR ELECTRICITY WORKS

HUY THAI  
REGISTERED SURVEYOR  
RGM PROPERTY SURVEYS PTY LTD



28 February 2018

Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of Lease  
from Collingwood House Group Pty Limited  
Property: 446 – 448 Bunnerong Road, Matraville  
Caveat No.: AN45940  
Our ref: HEM/AUS096-01593**

On behalf of Ausgrid (now ADMHC) we lodged caveat AN45940 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a Lease in favour of ADMHC.

Caveat AN45940 should be removed from the title on the registration of the Lease.

If you require any additional information please contact our office.

Yours faithfully

  
Chairman & Partner responsible:  
Mark Hickey  
e: mark.hickey@sparke.com.au

Contact:  
Helen Murray, Special Counsel  
t: +61 2 4924 7228  
e: helen.murray@sparke.com.au

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



**AN397414A**

**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 97139		
	(B) LODGED BY	Document Collection Box <i>1/2</i>	Name, Address or DX, Telephone, and Customer Account Number if any Sarraf Strata - P O Box 520, Hurstville NSW 1481 PH: 93758710 Reference: SP 97139

- (C) The Owners-Strata Plan No. 97139 certify that a special resolution was passed on 21/5/2018  
(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 law no.40  
Amended by-law No. NOT APPLICABLE

as fully set out below:

By-Law No. 40 - Notice-Board

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

OFF SQ  
ON CDRL  
CI

- (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. 97139 was affixed on 24/5/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *[Signature]*

Name: John Sarraf

Authority: Strata Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



*Annexure A*

**Instrument setting out the terms of by-laws to be created upon registration of  
the strata plan.**

**Strata by-laws for 446-448 Bunnerong Road,  
Matraville NSW 2036**

2/63 - *[Signature]*

## Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

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## Strata by-laws for 446-448 Bunnerong Road, Matraville

### 1. Definitions and interpretation

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#### 1.1 Definitions

In the by-laws:

<b>Building</b>	means the buildings containing the Lots and the Common Property the subject of the Strata Scheme.
<b>Architectural Code</b>	means the architectural code for the Strata Scheme in Schedule 1.
<b>Balcony</b>	means a balcony and a terrace in a Lot in Residential Component.
<b>Building Works</b>	means any works, alterations, additions, damage, removal, repairs or replacement of: <ul style="list-style-type: none"><li>a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot and car space. Common Property walls include windows and doors in those walls;</li><li>b) the structure of your Lot;</li><li>c) the internal walls inside your Lot (eg. a wall dividing two rooms in your Lot);</li><li>d) Common Property services; or</li><li>e) services in the Building, if they are for the exclusive use of your Lot.</li></ul>
<b>Business Day</b>	means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.

<b>Commercial Component</b>	means lots 23 to 27 (inclusive) created on registration of the Strata Plan.
<b>Common Property</b>	means the common property in the Strata Scheme.
<b>Common Property Rights By-Law</b>	means a by-law granting an Owner exclusive use of and special privileges in respect of Common Property according to division 3 in part 7 of the Management Act.
<b>Council</b>	means City of Botany Bay.
<b>Development Act</b>	means the <i>Strata Schemes Development Act 2015</i> (NSW).
<b>Dispute</b>	means any dispute, controversy or difference between the Owners Corporation; Owners or Occupiers about: <ul style="list-style-type: none"><li>(a) the construction of this by-law;</li><li>(b) the rights or obligation of the Owners Corporation, an Owner or an Occupier under this by-law;</li><li>(c) any contributions payable under this by-law or the Management Act;</li><li>(d) the Owners passing or failing to pass any resolution under the Development Act or Management Act; or</li><li>(e) the operation, maintenance, repair or replacement of Common Property or a Lot.</li></ul>
<b>Dispute Notice</b>	means a written notice of a Dispute given by a party to a Dispute according to by-law 34.
<b>Entrance Door</b>	means the Common Property entrance door to each Lot.
<b>Strata Committee</b>	means the strata committee of the Owners Corporation established under the Management Act.
<b>Building Manager</b>	means the person appointed by the Owners Corporation from time to time pursuant to by-law 23.

**Instrument setting out the terms of By-Laws to be created upon registration of the strata plan.**

<b>Government Agency</b>	means any government, semi or local government, statutory, public or other authority or entity.
<b>Initial Period</b>	has the meaning given in the Management Act.
<b>Internal Wall</b>	means the Common Property wall between two Lots or a structural wall in a Lot.
<b>Lot</b>	means a lot in the Strata Scheme.
<b>Management Act</b>	means the <i>Strata Schemes Management Act 2015</i> (NSW).
<b>Occupier</b>	means an occupier, lessee or licensee of a Lot.
<b>Owner</b>	is: <ul style="list-style-type: none"><li>(a) the owner for the time being of a Lot; and</li><li>(b) if a Lot is subdivided or re-subdivided, the owner for the time being of the new Lots, and</li><li>(c) for a Common Property Rights By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and</li><li>(d) a mortgagee in possession of a Lot.</li></ul>
<b>Owners Corporation</b>	means the owners corporation constituted on registration of the Strata Scheme.
<b>Residential Component</b>	means lots 1 to 22 created on registration of the Strata Plan.
<b>Rules</b>	mean rules made by the Owners Corporation from time to time.
<b>Security Key</b>	means a key, magnet card or other device or information used in the Strata Scheme to open and close doors, gates or locks or to operate alarms, security systems or communication systems.
<b>Strata</b>	means a person or entity appointed by the Owners Corporation as its strata managing agent. If there is no Strata Manager, it means the secretary of the Owners Corporation.

<b>Strata Plan</b>	means the Strata Plan No <u>          </u>
<b>Strata Scheme</b>	means the strata scheme created on registration of the Strata Plan.
<b>Third Party</b>	means a person who is not an Owner.
<b>You</b>	means an Owner, Occupier or mortgagee in possession of a Lot.

## 1.2 Interpretation

In these by-laws headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:

- a) a reference to these by-laws includes any replacement or variation of them;
- b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and other consolidation, amendments, re-enactments or replacements of any of them;
- c) the singular includes the plural and vice versa;
- d) words implying a gender include any gender;
- e) person includes an individual, the estate of an individual (including executors and administrators), an authority, an association or a joint venture (whether incorporated or not), a partnership, successors, substitutes (including persons taking by novation) and assigns;
- f) a reference to a day means the period of time commencing at midnight and ending 24 hours later and a reference to time is a reference to Sydney time;
- g) a consent under these by-laws must be given in writing by the relevant party;
- h) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- i) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of these by-laws, and a reference to these by-laws includes all schedules, exhibits, attachments and annexures to it;
- j) includes in any form is not a word of limitation; and

- k) the rights, powers and remedies in these by-laws are in addition to those provided by law.

## **2. About the by-laws**

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### **2.1 Purpose of the by-laws**

The by-laws regulate the day-to-day management and operation of the Strata Scheme.

### **2.2 Who must comply with the by-laws?**

All Owners and Occupiers must comply with the by-laws.

The Owners Corporation must comply with the by-laws.

## **3. Common Property Rights By-Laws**

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### **3.1 Purpose of the Common Property Rights By-Laws**

To fairly apportion the costs for maintaining, repairing and replacing Common Property,

The Common Property Rights By-Laws makes Owners responsible for the Common Property which they exclusively use or have the benefit of.

### **3.2 Interpreting this by-law**

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

### **3.3 How to change a Common Property Rights By-Law**

The Owners Corporation may, by special resolution:

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

### **3.4 Occupiers may exercise rights**

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

### **3.5 Regular accounts for your costs**

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

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

### **3.6 Repairing damage**

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

### **3.7 Indemnities**

You indemnify the Owners Corporation against all claims and liability caused by you (or someone acting on your behalf causes) when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

### **3.8 Additional insurances**

In addition to your obligations under by-law 19 (**Insurance premiums**), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.



## **4. Architectural Code**

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### **4.1 Power of the Owners Corporation**

In addition to its powers under the Management Act, the Owners Corporation has the power to adopt an Architectural Code to control, without limitation:

- (a) the internal fitout of Lots;
- (b) alterations to Common Property which an Owner or Occupier may carry out in order to fit out their Lot;
- (c) signs which an Owner or Occupier may erect in their Lot or on Common Property;
- (d) the colour and style of blinds, curtains, louvres and other window coverings which an Owner or Occupier may install in their Lot; and
- (e) acoustic requirements for Lots.

### **4.2 Compliance with Architectural Code**

The Owners Corporation, Owners and Occupiers must comply with the Architectural Code.

### **4.3 Consents**

The Architectural Code may approve certain types of works in a Lot or on Common Property (eg authorise you to erect a certain type of sign in your Lot or make alterations to Common Property in order to fit out your Lot). Subject to by-law 7.2, You do not need to obtain consent from the Owners Corporation under the by-laws to carry out work which is authorised or approved under the Architectural Code.

### **4.4 Changing the Architectural Code**

The Owners Corporation may change the Architectural Code at any time. If the Owners Corporation does change the Architectural Code, the change will not be binding on the Owners and Occupiers until written notice of the change is given to the Owners.

### **4.5 Inconsistency**

In the event of any inconsistency between these by-laws and the Architectural Code, the by-laws prevail to the extent of the inconsistency.

## 5. Changing the by-laws

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The Owners Corporation may add, change and cancel by-laws only if it complies with the provisions of these by-laws.

## 6. Your Lot

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### 6.1 General obligations

You must:

- (a) comply with the Architectural Code in regard to fitting out your Lot;
- (b) keep your Lot clean and tidy and in good repair and condition;
- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration);
- (d) notify the Owners Corporation if You change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

### 6.2 Consent from the Owners Corporation

Subject to the Architectural Code, You must have consent from the Owners Corporation and, where applicable, any Government Agencies to:

- (a) carry out Building Works in your Lot;
- (b) install any signs (other than signs which are in the Lot and cannot be seen outside the Lot) in or to your Lot;
- (c) subject to your rights under the by-laws, keep anything in your Lot that is visible from outside the Lot and is not in keeping with the appearance of the Building;
- (d) install bars, screens, grills, security locks or other safety devices on the interior or exterior of windows or doors in your Lot;

- (e) install an intruder alarm with an audible signal; or
- (f) attach or hang an aerial or wires outside your Lot.

### 6.3 Floor coverings

An Owner must use all reasonable measures to stop the transmission of noise which might unreasonably disturb another Owner or Occupier. This may include the installation of floor coverings.

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot that assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

### 6.4 Window coverings

Subject to the Architectural Code, window coverings (eg curtains, blinds and louvres) in your Lot must be:

- (a) in keeping with the appearance of the Building; and
- (b) of a standard commensurate with the standard of the Building.

### 6.5 Cleaning windows

You must clean the glass in windows and doors of your Lot (even if they are Common Property). You do not have to clean the windows and doors that You cannot access safely.

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Lot, You are excused from your obligations under this by-law to for the period the Owners Corporation resolves to clean the glass.

### 6.6 Hours of operation for Commercial Component

This bylaw applies to the Commercial Component.

You may only use your Lot in the Commercial Component during the following hours and otherwise as approved by Council and any other relevant Government Agency:

- a) 7am to 10pm (Monday - Friday)

- b) 7am to 10pm (Saturday)
- c) 8am to 10pm (Sundays and Public holiday)

The Owners Corporation cannot and must not limit any uses of the Commercial Component that are expressly allowed by Council or any other Government Authority in any relevant development consent.

## 6.7 Pest control

You must take all responsible steps at your cost to keep your Lot free of pests and vermin.

You must notify the Building Manager or the Owners Corporation of any infestation of your Lot by pest or vermin.

The Building Manager or the Owners Corporation may require you to have the Lot fumigated or otherwise treated in the event of an infestation of pest or vermin in your Lot.

## 6.8 Doors and glass

All Entrance Doors, doors and glass (including any hinges, latches, locks and other associated equipment) exclusively servicing your Lot is the responsibility of the Owner and Occupier.

If the Entrance Doors, doors and glass exclusively services your Lot, you must maintain, repair and, where necessary, replace the Entrance Doors, doors and glass in your Lot.

# 7. Your behaviour

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## 7.1 What are your general obligations?

You must:

- (a) ensure your visitors do not behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier or be a nuisance to the Occupier of any Lot in the Strata Scheme;
- (b) not obstruct the legal use of Common Property by any person;
- (c) not do anything or allow your visitors to do anything in the Strata Scheme which is illegal; and

- (d) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme.

An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

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.

## 7.2 Change in Use

An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot.

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.

The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## 7.3 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which You must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

#### **7.4 Children playing on Common Property**

Any child for whom an Owner or Occupier of a Lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose.

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

### **8. Responsibility for others**

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#### **8.1 Compliance with by-laws**

You must:

- (a) make sure your visitors comply with these by-laws; and
- (b) make your visitors leave the Strata Scheme if they do not comply with these by-laws.

#### **8.2 Occupiers to comply**

If you lease or licence your Lot, You must make sure that your Occupiers and their visitors comply with the by-laws. You must take all action available to You, including action under the lease or licence agreement, to make them comply or leave the Strata Scheme.

#### **8.3 Prohibited conduct**

You must not allow another person to do anything that You cannot do under the by-laws.

### **9. Signage**

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#### **9.1 Signs**

Subject to the Architectural Code and where applicable, the Owner and Occupier complying with the Architectural Code, the Owner and Occupier of a Lot in the Commercial Component may display signs in the Lot, carpark and ground floor, lift, toilet, corridor and lobby areas.

Owners and Occupiers of a Lot in the Commercial Component shall be permitted to display signs on the Common Property provided that it meets the requirements for any signage set out in these By Laws.

Owners and Occupiers of a Lot in the Residential Component are not permitted to display signs on the Lot or the Common Property.

The Owners Corporation must ensure that a notice board is erected at the main entrance of the Building and maintained and kept up to date.

## **9.2 Not used**

## **9.3 Architectural Code**

The Architectural Code authorises some Owners and Occupiers to erect certain types of signs in the Lot of the Commercial Component or on Common Property. You do not need authorisation from the Owners Corporation to erect a sign which you are authorised to erect under the Architectural Code.

## **9.4 'For Sale' and 'For Lease' signs**

You must not erect a 'For Sale' or a 'For Lease' sign in your Lot or on Common Property without the prior written consent of the Owners Corporation, which shall not be unreasonably withheld but which may be issued subject to reasonable conditions. This Clause does not apply to Owners or Occupiers of the Commercial Component or any part thereof.

## **9.5 Obligations of the Owners Corporation**

Subject to the obligations of Owners under by-law 6.9, the Owners Corporation must maintain, repair and, where necessary, replace Entrance Doors.

# **10. Storage**

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## **10.1 Your obligations**

If your Lot comprises or includes a storage space You must;

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

- (c) not store flammable or dangerous substances in that storage space; and
- (d) at your own expense, comply with all laws about that storage space including requirements of Council, Government Agencies and the Owners Corporation.

## **11. Use and care of your Lot**

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### **11.1 Use of Lots**

You may only use your Lot for a lawfully permitted use.

### **11.2 Care of Lots**

Subject to any other express term in this by-law, You must not without the written consent of the Owners Corporation:

- (a) paint, affix or erect on the exterior of your Lot (including any Balcony or internal walls either facing onto Common Property or visible from outside the Building) or of the Building, any notices, advertisements, signs or other devices;
- (b) install any equipment which is likely to cause excessive or unbalanced loads on the electrical systems of the Building, discharge corrosive liquids or chemicals into the waste plumbing systems or cause any nuisance damage or injury to the Building, or its occupants; or
- (c) erect or construct any sign, device, furnishing or object which is visible from the street or from outside the Building.

### **11.3 Floor loading**

You must observe any maximum floor loadings nominated by the Owners Corporation and must not permit the floors of any Lot or Common Property to be broken, strained or damaged by overloading.

You must not install any safe or other heavy equipment except in such position and subject to such conditions as the competent certifying engineer may approve in writing.



## 12. Garbage

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### 12.1 General requirements

Subject to the by-laws, You must not deposit or leave garbage or recyclable materials:

- (a) on Common Property; or
- (b) in an area of your Lot which is visible from outside your Lot (eg on the Balcony of your Lot).

You must:

- (c) deposit your garbage and recyclable materials in the waste containers located in the waste storage area;
- (d) ensure that the waste containers are not over filled and that the lids are kept closed at all times, except when materials are being put in them;

The Owners Corporation shall ensure that:

- (e) the residential waste and recycling containers are taken to the holding area at the front of the building for weekly collections, and returned to the waste storage area as required by the relevant Government Authority;
- (f) the waste storage area, dry arrestor pit and waste collection containers are cleaned regularly

### 12.2 Making Rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.

### 12.3 Requirements for Lots

You must, at your cost:

- (a) arrange for the regular removal of your rubbish from your Lot;
- (b) ensure that rubbish receptacles in your Lot are not visible from outside your Lot; and
- (c) ensure that rubbish receptacles in your Lot are kept clean and do not omit odours.

#### 12.4 Hazardous waste

You must arrange for the disposal of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

### 13. Carrying out Building Works

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#### 13.1 Consent of Owners Corporation

Subject to the by-laws, You must have consent from the Owners Corporation to carry out Building Works.

#### 13.2 Compliance

You must comply with this by-law if you are the Owner or Occupier of the Lot.

#### 13.3 Consent required

You do not need consent from the Owners Corporation under this by-law to:

- (a) fit out your Lot (provided the works will not affect the structure of your Lot or Common Property or, subject to by-law 6, the external appearance of your Lot);
- (b) erect an internal sign in your Lot which is not visible outside the Lot; or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 13.4 when you carry out the fit out, erect a sign or carry out the Building Works.

### 13.4 Building Works

If You wish to carry out Building Works or any other Works in the Lot or on the Common Property, You must comply with the Architectural Code.

## 14. Internal Walls

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### 14.1 Alteration of an Internal Wall

You may alter or remove an Internal Wall if the Owners Corporations prior written consent is obtained and where it is provided you comply with any conditions imposed on such consent which may include, amongst other things, that:

You own the Lots separated by the Internal Wall;

- (a) it is not a structural wall;
- (b) before You carry out the work, You provide the Owners Corporation with:
  - (i) a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the Internal Wall is not a structural wall and the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
  - (ii) copies of all approvals from Government Agencies or certifying authority stating that the works to be carried out will comply with all fire regulations;
- (c) before You carry out the work, You have obtained the consent of the Owners Corporation and all necessary consents from Government Agencies to alter or remove an Internal Wall; and

You comply with the procedures in this by-law.

### 14.2 Conditions for carrying out the work

It is a condition of you altering or removing an Internal Wall that You:

- (a) carry out the work in the method certified by the structural engineer under by-law 14.1(c)(i);
- (b) carry out the work in the method approved by the Government Agencies or certifying authority under by-law 14.1(c)(ii);

- (c) if appropriate, comply with the requirements of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (d) comply with by-laws 13.4;
- (e) comply with all necessary Government Agencies consents for altering or removing the Internal Wall; and
- (f) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Internal Wall.

## 15. Licences

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### 15.1 Powers of the Owners Corporation

In addition to its powers under the Management Act and these by-laws, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property

The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

### 15.2 Provision of a licence

A licence granted by the Owners Corporation under this by-law may include but not be limited to the following provisions:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

## 16. Damage to Common Property

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### 16.1 Obligations

Subject to the by-laws, You must:

- (a) use Common Property and Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

### 16.2 Consent from Owners Corporation

Subject to the by-laws, You must have consent from the Owners Corporation to:

- (a) interfere with or alter, add to or modify Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

## 17. Keeping an animal

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### 17.1 Consent from Owners Corporation

- (a) Subject to the Management Act, You must not without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog being under 10kg in weight or a small caged bird, or fish kept in a secure aquarium on the lot on the lot or Common Property.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of animals on a lot or Common Property but may impose reasonable conditions on any consent provided.
- (c) If the Owner or Occupier of a lot keeps a cat, a small dog or a small caged bird on the lot then the Owner or Occupier must:

1. Notify the Owners Corporation that the animal is being kept on the lot;
  2. Keep the animal within the lot;
  3. Carry the animal when it is on Common Property;
  4. Take such action as may be necessary to clean all areas of the lot or Common Property that are soiled by the animal.
- (d) 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.

## **17.2 Visitors**

You must not allow your visitors to bring animals into the Strata Scheme unless they are guide dogs or hearing dogs.

## **18. Parking on Common Property**

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You must have consent from the Owners Corporation to park or stand a vehicle on Common Property and ensure that any visitors only park in visitor parking bays.

## **19. Insurance premiums**

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### **19.1 Invalidation of insurance**

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

### **19.2 Conditions concerning insurance**

If the Owners Corporation gives You consent under this by-law, the Owners Corporation may make conditions that, without limitation, require You to reimburse the Owners Corporation for increased premium including by adding such costs to the Owners ledger

## **20. Security**

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### **20.1 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Strata Scheme; and
- (b) prevent fires and other hazards.

### **20.2 Installation of security equipment**

Subject to this by-law, the Owners Corporation has the power and right (but is not obliged) to:

- (a) install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment; and/or
  - (b) arrange security patrols,
- for the security of the Strata Scheme.

### **20.3 Restricting access to Common Property**

Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to parts of the Strata Scheme where you do not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow the Strata Manager and security personnel to use part of Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude you from using these parts of Common Property.

### **20.4 What are your obligations?**

You must not:

- (a) interfere with security cameras or surveillance equipment; or

**the strata plan.**

- (b) do anything that might prejudice the security or safety of the Strata Scheme.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

**20.5 Fire and security doors**

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

**21. Security keys**

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**21.1 Providing Owners and Occupiers with Security Keys**

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 20 (**Security**).

**21.2 Fees for additional Security Keys**

The Owners Corporation may charge You a fee or bond if You require extra or replacement Security Keys.

**21.3 Who do Security Keys belong to?**

Security Keys belong to the Owners Corporation.

**21.4 Managing the Security Key system**

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require You to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.



## **21.5 What are your obligations?**

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if You do not need them or if You are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

## **21.6 Some prohibitions**

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

## **21.7 Procedures if you lease your Lot**

If you lease or licence your Lot, You must include a requirement in the lease or licence that the Occupier must return the Security Keys to the Owners Corporation when they no longer occupy a Lot.

# **22. Rules**

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## **22.1 Powers of the Owners Corporation**

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property.

## **22.2 Changing Rules**

The Owners Corporation may add to or change the Rules at any time.

### **22.3 What are your obligations?**

You must comply with the Rules.

### **22.4 What if a Rule is inconsistent with the by-laws?**

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

## **23. Agreement with the Building Manager**

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### **23.1 Purpose of the agreement**

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager in its own right to provide management and operational services for the Strata Scheme. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

### **23.2 Initial Period**

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

### **23.3 Delegation of functions**

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

### **23.4 Agreement during the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not extend beyond the holding of the first annual general meeting of the Owners Corporation or for such other term as required by law; and
- (b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs which will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

### **23.5 Agreements after the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

### **23.6 What provisions must be included in an agreement?**

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

### **23.7 Duties of the Building Manager**

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising the cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;

- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Strata Scheme generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.

## **24. No interference with Building Manager**

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### **24.1 No interference**

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

### **24.2 Access**

You must give the Building Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Building Manager to perform its duties.

### **24.3 Lots with Infrastructure**

An Owner and Occupier of a Lot which contains or is constructed over any infrastructure owned by any Government Authority including without limitation any sewerage pipes or manholes owned by Sydney Water, must provide all reasonable access to the relevant Government Body for the purposes of inspections, maintenance, repairs. Access shall be provided at all times provided that reasonable notice has been provided, except in the case of an emergency in which case no notice is required.

## **25. Services provided by the Owners Corporation**

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### **25.1 Services**

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, air conditioning condenser water, telephone, television, internet and other communications.

## **25.2 Agreements with third parties**

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

## **25.3 Agreements with Owners and Occupiers**

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

# **26. Consents by the Owners Corporation**

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## **26.1 Conditions**

The Owners Corporation may make conditions when it gives You consent to do things under these by-laws. You must comply with the conditions.

## **26.2 Revocation**

If You are in breach of the conditions of consent, the Owners Corporation may revoke its consent if this is practicable.

# **27. Rights of the Owners Corporation**

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## **27.1 Owners Corporation rights**

The Owners Corporation may do anything in your Lot that You should have done under these by-laws but which You have not done or have not done properly.

## **27.2 Written notice**

The Owners Corporation must give You a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

### **27.3 Recover as debt**

The Owners Corporation may recover any money You owe it under these by-laws as a debt.

### **27.4 Powers of Owners Corporation**

The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

### **27.5 Applications and complaints**

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager or in the absences of a Strata Manager the Secretary of the Owners Corporation.

## **28. Controlling traffic in Common Property**

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### **28.1 Controlling of traffic by Owners Corporation**

In addition to its powers under the Management Act and subject to any Common Property Rights By-Law, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking and to control Common Property.

### **28.2 Delegation of responsibility**

The Owners Corporation may also pass responsibility for those matters to the Building Manager.

## **29. Fire control**

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### **29.1 Fire obligations**

You may keep flammable material in your Lot if You:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

You and the Owners Corporation must comply with laws about fire control.

### **29.2 Restrictions about fire safety**

You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes.

### **29.3 Annual Fire Safety Statement**

The Owners Corporation is responsible for arranging inspections for the purposes of obtaining an Annual Fire Safety Statement for the Building.

You are responsible for any works, repairs or replacement of equipment that may be required to enable the Owners Corporation to have an Annual Fire Safety Statement issue for the Building.

The Owners Corporation is entitled to enter into any Lot, together with any inspectors, contractors or employees for the purpose of carrying out:

- (i) inspections; and
- (ii) works that are required on a Lot where You have failed to carry out the works that are required to obtain an Annual Fire Safety Statement within a reasonable amount of time;

All costs and expenses incurred by the Owners Corporation in accordance with by-law 29.3(ii) are to be met by the owner of the relevant Lot.

## 30. Moving and delivering stock, furniture and goods

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### 30.1 Arrangements with Owners Corporation

You must:

- (a) make arrangements with the Owners Corporation at least 48 hours before You move in or out of the Building or move furniture or other large articles through Common Property;
- (b) move furniture and goods through the Building according to the instructions of the Owners Corporation (acting reasonably); and
- (c) comply with the reasonable requirements of the Owners Corporation about moving furniture and goods through Common Property including requirements to fit an apron cover to the common property lift(s);
- (d) repair at your own cost any damage they (or the person making the delivery) cause to Common Property;
- (e) if You (or the person making the delivery) spill anything on to Common Property, immediately remove the item and clean that part of the Common Property

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:

- (f) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (g) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (h) Owners and Occupiers may be prohibited from moving items through the front foyer(s) of the building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation;
- (i) Owners and Occupiers may be required to pay a cash bond in an amount determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move and to supervise the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within a reasonable period after the move being completed.



The Owners Corporation may appoint a Building Manager or Strata Manager or other person to assist it to perform its functions under this by-law. If this happens, owners and occupiers must:

- (j) Make arrangements with the person so appointed when they move in or out of the building; and
- (k) Comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the building.

The Owners Corporation may impose further conditions as deemed necessary and reasonable to properly manage the moving of residents and deliveries.

## **30.2 Rules**

The Owners Corporation may make Rules to control the delivery of stock, furniture and goods except any Rules regarding the delivery of stock, furniture and goods to the Commercial Component or any part thereof to the extent that the effect of such Rules would be to limit the use of the Commercial Component or any part thereof or trade in a manner which is approved by any development consent for the use of the Commercial Component or any part thereof.

## **31. Building surrounds**

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### **31.1 Cleaning of surrounds**

The Owners Corporation must ensure that the surrounds of the Strata Scheme, including pavements and gutters, are kept clean and free of litter at all times. The Owners Corporation will be responsible for the cleaning of the surrounds of the Strata Scheme generally.

## **32. Air conditioning**

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### **32.1 Air conditioning exclusively servicing a Lot**

An Owner of a Lot is the owner of the air conditioning unit including any plant, fans, pumps, pipes, wires, cables and ducts that exclusively services the Lot (**Air Conditioning Unit**) and has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit is located.

An Owner of a Lot is responsible for the ongoing maintenance and repair of the Air Conditioning Unit that exclusively services the Lot and must ensure that it is maintained to avoid damage to the Common Property and any other Lot.

In the event that an Owner of a Lot fails to maintain the Air Conditioning Unit that exclusive services the Lot in accordance with this by-law 31.2, the Owners Corporation may, but is under no obligation to do so, undertake any works to maintain the Air Conditioning Unit in keeping with this by-law.

The costs of the Owners Corporation in undertaking such works will be a debt payable by the Owner to the Owners Corporation on demand.

### **32.2 Air conditioning not exclusively servicing a Lot**

The Owners Corporation may operate, maintain, repair and replace air conditioning including any plant, pumps, pipes, wires, cables and ducts servicing the Building but not an exclusive Lot (**Common Air Conditioning**).

The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Common Air Conditioning.

If the Owners Corporation requires access to a Lot to operate, maintenance, repair or replace the Common Air Conditioning, the Owner or Occupier of a Lot must give the Owners Corporation reasonable access to the Lot to maintain, repair or replace the Common Air Conditioning.

## **33. Illegal use**

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### **33.1 No Illegal use**

The Owner or Occupier of a Lot must not at any time use or allow to be used the Lot or the Common Property for:

- (a) any illegal use; and
- (b) any act or thing which in each case is contrary to the provisions of any law, regulation, ordinance, by-law or town planning scheme from time to time in force.

## **34. Disputes**

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### **34.1 Interpretation**

For the purpose of this by-law, "*party*" or "*parties*" means the party or parties to a Dispute. The party or parties to a Dispute may be the Owners Corporation, an Owner or an Occupier.

#### **34.2 Resolution of Disputes**

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause.

#### **34.3 Dealing with Disputes according to this clause**

The parties must deal with Disputes about this by-law according to this clause. This includes Disputes about the Owners Corporation or any officer failing to comply with its obligations under this by-law or the Management Act.

#### **34.4 Dispute Notice**

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under by-law 34.2. In the Dispute Notice the party must:

- (i) describe what the Dispute is about;
- (ii) identify the provisions of this by-law or the law that apply to the Dispute;
- (iii) state the position of the party;
- (iv) set out the facts and other circumstances on which the party relies; and
- (v) attach copies of correspondence and other documents mentioned in the Dispute Notice.

#### **34.5 Negotiation**

Within 5 Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place, if they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (i) at 2.00 pm on the date which is 7 Business Days after the Dispute Notice was given; and
- (ii) at the Strata Scheme or by telephone conference.

#### **34.6 Referring a Dispute to expert determination**

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (i) refer the Dispute to an independent expert for determination; and
- (ii) appoint an expert to determine the Dispute.

#### **34.7 Appointing an expert**

If the parties cannot agree on an expert within 5 Business Days after a party gives a Determination Notice, a party may ask the chairperson of LEADR (or the vice chairperson if the Chairperson declines) to:

- (i) appoint an appropriate expert having regard to the nature of the Dispute; and
- (ii) determine the remuneration of the expert.

#### **34.8 Instructions to the expert**

The parties must instruct the expert to:

- (i) act as an expert and not as an arbitrator;
- (ii) determine the rules for the conduct of the expert determination; and
- (iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

#### **34.9 Conducting expert determination**

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

#### **34.10 Expert determination**

The expert:

- (i) is not bound to observe the rules of natural justice or the rules of evidence;
- (ii) may obtain and refer to documents and information not provided by the parties; and
- (iii) must determine the Dispute and give written reasons for the determination within 1 month of being appointed.

#### **34.11 Binding effect**

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the law allows.

#### **34.12 Negotiation or expert determination about levies**

If a Dispute about an Owners levies is determined under this clause, the expert who determines the Dispute must determine any adjustments the Owner must pay.

#### **34.13 Costs**

The parties to the Dispute must:

- (i) equally share the costs for expert determination of their Dispute (unless the expert decides otherwise); and
- (ii) pay their own costs in connection with the Dispute.

#### **34.14 Clause is not overriding**

The provisions of by-laws 34.1 to 34.13 does not override any rights or obligations of the Owners Corporation in accordance with the Management Act.

### **35. Notices**

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#### **35.1 Methods of serving notices**

A notice or communication under this by-law must be in writing and must be:

- (i) delivered personally to the addressee;
- (ii) left at the current address (as advised by the Owner) of the addressee;
- (iii) sent by pre-paid ordinary post to the current address (as advised by the Owner) of the addressee; or
- (iv) sent to the current fax number of the addressee.

All notices and communications to be served on the Owners Corporation by an Owner must be addressed to the Secretary care of the Strata Managing agent if one has been appointed by the Owners Corporation

#### **35.2 When does a notice take effect?**

A notice or communication takes effect from the time it is received unless a later time is specified.

### **35.3 Receipt – post**

If sent by post, a notice is taken to be received 3 days after posting (or 7 days after posting if sent to or from a place outside Australia).

### **35.4 Receipt – fax**

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

### **35.5 Form of notices**

Unless stated otherwise in this by-law, all notices, certificates, consents and other communications in connection with this by-law must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

### **35.6 Receipt – general**

Despite clause 35.3 and 35.4, if a notice is received after 5:00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9:00am on the next Business Day.

## **36. GST**

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### **36.1 Amounts are exclusive of GST**

Unless otherwise expressly stated, all amounts payable under or in connection with this by-law are expressed to be exclusive of any amount of GST.

### **36.2 Obligation to pay GST**

Where GST is imposed on any supply made under or in connection with this by-law by one party (**supplying party**) to another party (**receiving party**), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

### **36.3 Differences in amounts**

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST

purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

### 36.4 Reimbursement

Where one party (**payer**) is liable to reimburse another party (**payee**) for any expenditure incurred by the payee (**Expenditure**), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause.

## 37. Notices by email

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Where the Owner or Occupier of a Lot has provided the Owners Corporation with prior written consent, any notices may be issued to that Owner or Occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

## 38. Fire Safety

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The Owners Corporation must ensure that:

- (a) combustible materials are not located or stored, temporarily or permanently, anywhere within the residential lobby and fire exit discharge area.
- (b) The residential lobby and fire exit discharge area are kept clear of combustibles, including display boards, decorations and furniture.
- (c) Signage is located in the lobby and in the discharge area stating: "Storage of Combustibles Not Permitted".
- (d) All signs are permanently and securely mounted and of appropriate construction to be suitable for the environment in which they are located. Laminated signs are not acceptable. The lettering is to be in capitals, no less than 30mm in height and in a colour contrasting with the background.

## 39. Calculation of Levies

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For the purposes of the calculation of levies, the Commercial Component shall be excluded from the calculation of the contribution for to the following costs:

- (a) Gardening costs;
- (b) cleaning costs; and
- (d) electricity rates and usage charges.

## 40. Notice-Board

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

## Schedule 1 Architectural Code

### Architectural Code

---

#### 1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling building works and the external appearance of the Strata Scheme are:

- (a) to preserve the design integrity and architectural quality of the Strata Scheme;
- (b) to recognise the different requirements of the residential and commercial components of the Strata Scheme, while having proper regard to the common interest of each Owner and Occupier; and
- (c) to uphold property values for Owners.

#### 1.2 Inconsistencies

If there is an inconsistency between a clause in this by-law and the Architectural Code, the clause in the by-law prevails.

#### 1.3 Disputes

The dispute resolution provisions in this by-law applies to the Architectural Code and to approvals granted or refused under it.

### Approvals from Government Agencies

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#### 2.1 What are your obligations?

Despite anything else in this by-law, You must obtain all necessary approvals from Government Agencies before You carry out any works, erect new signs, or do anything else in the Strata Scheme (including works approved or for which You need approval under the Architectural Code).

#### 2.2 Compliance with development consents

You must comply with any development consents which apply to the Strata Scheme.



### **2.3 Timing**

Subject to this clause 2, You may apply for approval from a Government Agency to carry out works in the Residential Component of the Strata Scheme only after you have obtained any necessary approval from the Owners Corporation.

### **2.4 Approving applications to Government Agencies**

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Owners Corporation.

## **Curtains, blinds and other window treatments**

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### **3.1 Colours for curtains and blinds**

Subject to any contrary conditions of development consents, You may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Lot or Strata Scheme provided they have an appearance from outside the Lot which is white or off-white (white or off-white curtain linings or sheets are an acceptable method of achieving this). You must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this clause 3.1.

### **3.2 Sun shades and awnings**

You must have consent from the Owners Corporation to install a sun shade, umbrella, sun blind, awning or other sun shading device in a Lot or on Common Property within the Residential Component.

A sun shade, umbrella, sun blind, awning or other sun shading device may only be installed within the other components of the Strata Scheme with the consent of the Owners Corporation.

### **3.3 Window treatments**

You must have consent from the Owners Corporation to place solar film or similar treatments (including tinted glass) on the internal or external surface of glass windows or doors in your Lot or on Common Property.

## Outdoor furniture and landscaping

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### 4.1 Balcony furniture and landscaping

You do not need consent from the Owners Corporation to keep outdoor furniture on the Balcony of your Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of the Strata Scheme and is in keeping with the appearance of the Strata Scheme.

### 4.2 Fixing items to a Balcony

You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the Balcony of your Lot.

### 4.3 Maintaining outdoor furniture

You must properly maintain furniture on the Balcony of your Lot and ensure that the furniture is clean and tidy at all times and only suitable furniture for outdoor is kept on your balcony.

### 4.4 Landscaping on Balconies

You do not need consent from the Owners Corporation to keep landscaping on the Balcony of your Lot provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of the Strata Scheme and are in keeping with the appearance of the Strata Scheme.

### 4.5 Maintaining landscaping

You must:

- (a) regularly maintain landscaping on the Balcony of your Lot;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that no water enters another part of the Strata Scheme and no damage is caused to another part of the Strata Scheme.

### 4.6 Removing furniture and landscaping

You must immediately remove furniture and landscaping from the Balcony of your Lot if:

- (a) you do not comply with your obligations under this clause 4; or

- (b) the furniture or landscaping causes (or may cause) damage to another part of the Strata Scheme or unreasonably interferes with the lawful use and occupation of another Lot.

## Security devices

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### 5.1 Installing security devices

Subject to this clause 5, you must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grills, alarms or locks in your Lot or on Common Property.

### 5.2 Security doors and windows

The Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

- (a) is finished in a colour that matches the existing door or window frame; and
- (b) matches the full size of the existing door or window, does not detract from or dominate the existing detail and meets all fire safety requirements.

However, the Owners Corporation will generally not consent to the installation of a security door to the entry door to a Lot.

### 5.3 Alarms

You may install a security alarm in your Lot or Common Property without consent from the Owners Corporation if:

- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or interferes with Common Property (for example, is not attached to the ceiling of a Balcony); and
- (e) the installation is not attached to or interferes with the Common Property.

#### **5.4 Obtaining consent to install an alarm**

If the installation of a security alarm is attached to or interferes with Common Property, You must have obtain the consent of the Owners Corporation before You install the alarm.

#### **5.5 Security devices in the carpark**

If you are the Owner or Occupier of a Lot in the basement carpark, You may install in the floor of your Lot a locking device similar to a "Secure Mate" locking device provided that the device:

- (a) is a type and colour approved by the Owners Corporation; and
- (b) is located in a position approved by the Owners Corporation (for example, a specified distance from the boundary of the Lot).

#### **5.6 Other security devices**

You must have consent from the Owners Corporation to install any type of security device not contemplated by this clause 5. The Owners Corporation will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of the Strata Scheme;
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Owners or Occupiers;
- (c) the device is not likely to cause damage to a Lot;
- (d) the device is not likely to be a danger to Owners and Occupiers of the Strata Scheme; and
- (e) the device complies with the Building Code of Australia (as defined in the *Environmental Planning and Assessment Regulation 2000*) and other applicable laws and regulations including fire safety laws.

#### **5.7 CCTV system**

Despite any other provision of this clause 5, the consent of the Owners Corporation is not required for the installation of CCTV systems within components of the Strata Scheme other than the Residential Component.

## Barbecues

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### 6.1 Your rights

You may store and operate a portable barbeque on the Balcony of your Lot if:

- (a) it is a type permitted under this clause 6;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) You keep it covered when You are not operating it;
- (e) You keep it clean and tidy;
- (f) You comply with this clause 6;
- (g) the barbeque does not interfere with the fire safety equipment and to the extent that it does and associated costs including in respect of false alarms will be charged to the Lot Owner.

### 6.2 Types of portable barbecues

The types of barbecues permitted under this clause 6 are:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas portable barbeque fitted with a gas cylinder of a maximum capacity of 4.5 kg;
- (c) an electric portable barbeque; or
- (d) any other type approved by the Owners Corporation.

Solid fuel burning barbecues are prohibited.

### **6.3 Operating a portable barbeque**

You may operate a barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

### **6.4 Interference**

If You use a portable barbeque on the Balcony of your Lot, You must not create smoke, odours or noise which unreasonably interferes with another Owner or Occupier.

## **External signage**

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### **7.1 Residential Component**

If You are an Owner or Occupier of a Lot in the Residential Component, You must not erect, affix or display a sign in your Lot in the Residential Component or elsewhere in the Residential Component otherwise than in accordance with these by-laws.

### **7.2 External naming signage in the Commercial Component**

If You are an Owner or Occupier of the Commercial Component or part thereof, You may erect and display external naming signage (including under awning illuminated signage) for your tenancy provided that:

- (a) you obtain consent from all relevant Government Agencies;
- (b) you comply with the conditions of the development consents applicable to the Strata Scheme;
- (c) the signage must form part of a premium grade retail signage, as applicable, which is comparable to the standard of retail signage which prevails at comparable premium retail buildings in the locality and the principles specified in clause 7.6.

### **7.3 Maintaining signs**

You must:

- (a) properly maintain any sign erected according to this clause which services your tenancy in the Commercial Component or part thereof; and
- (b) where necessary, replace a sign which services your tenancy in the Commercial or part thereof and which requires replacement,

whether or not you erected the sign.

**7.4 Not used**

**7.5 Powers of the Owners Corporation**

The Owners Corporation has the power to require you to remove any signage you have placed, installed or retained in your part of the Strata Scheme if the signage does not comply with, or is prohibited under, the provisions of this clause 7.

**7.6 Branding Principles**

Without limiting any other provision of this by-law, the following principles apply to the branding of the Strata Scheme:

- (a) the components of the Strata Scheme being the Commercial Component and Residential Component will be collectively referred to as "INSERT";
- (b) all Branding which relates or refers to "INSERT" as a whole by any owner or occupier of a Lot must be consistent with the status of "INSERT" as a premium grade mixed use development and must not detract from or adversely affect the status or value of "INSERT" or any part thereof;
- (c) the Residential Component will be named "INSERT" and must be Branded by any owner or occupier of a Lot in a manner which is consistent with the status of these components as a premium grade mixed use development and which is at all times:
  - (i) complimentary to; and
  - (ii) not adversely affecting or detracting from,the status, value, appearance and amenity of "INSERT" as a premium grade mixed use development; and
- (d) In this document, **Branding** means the erection of any signage and any advertising and marketing activities. Branded has a corresponding meaning.

## Internal Shopfront Signage

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### 8.1 Internal shopfront signage in the Commercial Component

If You are an Owner or Occupier of the Lot in the Commercial Component or part thereof, You may erect signage in the internal shopfront of your tenancy provided that:

- (a) You obtain consent from all relevant Government Agencies;
- (b) You place the signage in an area which is not prohibited under any development consents applicable to the Strata Scheme;
- (c) the sign forms part of a premium grade retail fitout which is comparable to the standard of retail fitouts which prevails at comparable premium retail buildings in the locality.

### 8.2 Powers of the Owners Corporation

The Owners Corporation has the power to require you to remove any signage You have placed, installed or retained in your part of the Strata Scheme if the item does not comply with, or is prohibited under, the provisions of this clause 8.

## Works in the Commercial Component

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### 9.1 Who must comply with this clause?

You must comply with this clause 9 if you are the Owner or Occupier of a Lot in the Commercial Component.

### 9.2 When will you need consent?

You must obtain consent from the Owners Corporation before you carry out any Works which penetrate or affect the Common Property or any other Lot in the Strata Scheme. The Owners Corporations consent must be provided in circumstances where services connection drawings and electronic load calculations have been provided by suitably qualified engineers. The Owners Corporation shall provide consent within 2 weeks of such documentation being submitted together with a request for consent.

### 9.3 No consent necessary

Subject to clause 9.2, you do not need consent from the Owners Corporation to carry out the following Works:



- (a) connecting to services which are capped in your Lot provided that they do not exceed the load allowances;
- (b) installing lighting inside your Lot;
- (c) installing floor and wall coverings;
- (d) painting or decorating your Lot (subject to clause 11.3);
- (e) joinery, carpentry or shelving installations;
- (f) supplying and installing equipment in your Lot;
- (g) carrying out hot and cold water reticulation or electrical reticulation within your Lot;
- (h) carrying out internal plumbing and drainage works;
- (i) removing or moving stock and equipment; or
- (j) works to retail shop fronts or retail signs which otherwise comply with the requirements of this management statement.

## **Works to Common Property**

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### **10.1 Common Property**

If you propose to carry out works to the Common Property, You must obtain consent from the relevant Owners Corporation before carrying out the works. However, you do not need consent from an Owners Corporation:

- (a) to carry out minor works inside your Lot (eg. Hanging pictures or installing shelving); or
- (b) if the works are Works and you have complied with clause 9.

## **Works affecting the external appearance of the Strata Scheme**

---

### **11.1 General obligations**

If you propose to carry out works which may or will effect the external appearance of the Strata Scheme, you must obtain consent from the Owners Corporation before carrying out the works.

## **11.2 Powers of the Owners Corporation**

The Owners Corporation has the power to require you to remove any item you have placed, installed or retained in your part of the Strata Scheme if it alters the external appearance of the Strata Scheme if:

- (a) you do not have consent from the Owners Corporation or any other Government Agencies;
- (b) it detrimentally affects the external appearance of the Strata Scheme; or
- (c) it is in breach of a provision under any development consents applicable to the Strata Scheme.

## **11.3 Colour schemes and paint work**

The owner of a Lot in the Residential Component must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or Common Property if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside your Lot; and
- (b) the proposed colour or surface changes or is not in keeping with the external appearance of the Strata Scheme.

## **Acoustic controls**

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### **12.1 Purpose**

The purpose of this clause 12 is to maintain acceptable levels and duration of noise transmission between the various components of the Strata Scheme. It is important that You attempt to minimise noise You create which might interfere with Owners or Occupiers. To achieve this, this clause 12 provides controls about important issues like holding parties and playing musical instruments.

### **12.2 General obligations**

The requirements in this clause 12 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 12.7 You may practice or play musical instruments between certain hours. However, You must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

**12.3 Noise which affects an Owner or Occupier**

Subject to this clause 12, You must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

**12.4 Equipment and machinery**

You must ensure that equipment and machinery in your Lot or Common Property does not cause vibrations or noise in another part of the Strata Scheme (eg. tread mills, weight machines or washing machines).

**12.6 Using power tools**

You may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales unless otherwise approved by any relevant authority.

**12.7 Playing musical instruments**

You may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments except in the Commercial Component or any part thereof.

**12.8 Playing music**

You must not play live or other music which exceeds 65dB(A) at the boundary of your Lot before 7.00am or after 11.00 pm, unless otherwise approved by any relevant authority in any Commercial Component or any part thereof.

**12.9 Inside a Lot in the Residential Component**

If you are an Owner or Occupier of a Lot in the Residential Component, You must not:

- (a) carry out exercises in your Lot which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Lot from another Lot.

## **Some prohibitions**

You must not:

- (a) attach anything to or hang anything from a Balcony;
- (b) install a solid fuel burning appliance in the Strata Scheme;
- (c) enclose the Balcony of a Lot;
- (d) hang clothes, washing or similar items in any area that is visible from outside a Lot or a building in the Strata Scheme; or
- (e) attach or hang an aerial, security device or wires outside a Lot or a building in the Strata Scheme.

## **Application process**

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### **14.1 Making an application**

The Owners Corporation, acting reasonably, may, either generally or in specific cases, specify the plans, drawings and other documents which you must submit with your application under the Architectural Code.

### **14.2 What information must you include in your application?**

If you make an application under the Architectural Code, the application must:

- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Owners Corporation according to this clause 14 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Owners Corporation information to make a decision about your application.

However, the Owners Corporation may:

- (a) require you to submit additional plans, diagrams or other information which it has not specified according to clause 14.1 to assist in the decision making process; and
- (b) waive the requirements it makes under clause 14.1 about the plans, diagrams and other information which you must submit with your application.

#### **14.3 Lodging your application**

You must address your application to the Strata Manager.

#### **14.4 Discretion**

The Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

#### **14.5 Compliance with development consents and requirements of Government Agencies**

When considering an application under the Architectural Code, the Owners Corporation may give consent to the application) must comply with:

- (a) requirements of the relevant development consents applicable to the Strata Scheme; and
- (b) requirements of the relevant Government Agencies.

#### **14.6 Appointing consultants**

The Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg. an architect or engineer for applications affecting the external appearance).

#### **14.7 Paying the costs for a consultant**

The Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 14.

#### **14.8 Time frame for making a decision**

Subject to this clause 14, the Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

#### **14.9 Time frame for making a decision where a consultant has been appointed**

If the Owners Corporation appoints a consultant to review and make recommendations about an application, the Owners Corporation must make a decision about the application within 20 Business Days after the consultant's makes a recommendation to the Owners Corporation (or another period agreed between the parties).

#### **14.10 Notifying the applicant of a decision**

The Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

### **Approval process**

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#### **15.1 Conditional approvals**

The Owners Corporation may make conditions if they approve an application. The conditions may include:

- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing the Strata Scheme to carry out the works.

#### **15.2 Revoking approval**

The Owners Corporation may revoke their approval if an applicant does not comply with the conditions for the approval.

### **Procedures for carrying out work**

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#### **16.1 Procedures before you carry out work**

Before You carry out works in the Strata Scheme, you must:

- (a) arrange with the Owners Corporation, a suitable time and means by which to access the area in which You will carry out the work;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which You must access the Strata Scheme to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme to carry out the work.

## 16.2 Procedures when you carry out work

When you carry out works in the Strata Scheme, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors and approved by the Owners Corporation;
- (b) carry out the work in a proper and workmanlike manner which is consistent with the standard of the improvements and finishes within the Strata Scheme at the time of the works and to the reasonable satisfaction of the Owners Corporation;
- (c) regularly remove debris and leave all areas of the Common Property clean and tidy at all times; and
- (d) repair damage you (or persons carrying out the work on your behalf) cause to the Common Property or the property of an Owner or Occupier.



## 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 97139 was affixed on ^ 24/5/18 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: [Signature] Name: John Sarraf Authority: Strata Manager  
Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.

63/63 - [Signature]



Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales



**AN954921D**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg, 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**

CP / SP 97139

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <b>DUARTE CRISTOVAO</b> <b>PO BOX 908</b> <b>EDGECLIFF NSW 2027</b>	CODE <b>PC</b>
Reference:		

(C) **REGISTERED PROPRIETOR**

Of the above land  
The Owners - Strata Plan 97139

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Randwick Council

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 19/12/18

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: <u><i>JASON RIDER</i></u>	Signature of authorised officer: <u><i>Frank KO</i></u>
Name of witness: <u>JASON RIDER</u>	Name of authorised officer: <u>FRANK KO</u>
Address of witness: <u>30 FRANCES ST RANDWICK</u>	Position of authorised officer: <u>MANAGER DEVELOPMENT ASSESSMENTS</u>

(G) **Execution by the registered proprietor**

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.  
[See note\* below]

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

Signature of witness:

Signature of registered proprietor:

Name of witness: see Annexure A  
Address of witness: \_\_\_\_\_

(H) **Consent of the N.A**

The N.A \_\_\_\_\_ under N.A \_\_\_\_\_ No. N.A. \_\_\_\_\_, agrees to be bound by this positive covenant.  
I certify that the above N.A \_\_\_\_\_ who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____	Signature of N.A. _____
Name of witness: _____	_____
Address of witness: _____	_____

**THIS IS THE ANNEXURE "A" TO ACCOMPANY FORM 13PC DATED \_\_\_\_\_  
IN RESPECT OF CERTIFICATE OF TITLE FOLIO \_\_\_\_\_  
IDENTIFIER \_\_\_\_\_**

**Terms of the Positive Covenant**

1. The registered proprietors (herein called the proprietor) of the land burdened will in respect to the "on-site infiltration system" (hereafter called 'the system'):-

*(Note: The on-site stormwater detention/infiltration system includes all ancillary gutters, pipes, drains, walls, kerbs, pits, trenches, grates, chambers, basins and surfaces designed to temporarily detain/infiltrate stormwater as shown on Drainage Plans by ACE PTY LTD (dated 12/12/17)  
WAE Sheet 000 - 011*

- a. Permit stormwater to be temporarily stored by the system.
  - b. Keep the system clean and free from silt, rubbish and debris.
  - c. Maintain, renew and repair the system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the Council.
  - d. Carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense.
  - e. Not make any alterations to the detention/infiltration facility or elements thereof without prior consent in writing of the Council.
  - f. Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
  - g. Comply with the terms of any written notice issued by the Council in respect to the requirements of this Clause within the time stated in the notice.
2. In the event of the proprietor/s failing to comply the terms of any written notice served in respect of the matters in Clause 1 above, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under section 88F of the Conveyancing Act, 1919. In carrying out any work under the Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.



3. In this Covenant "Council" means **Randwick City Council**

The name of the person empowered to release, vary or modify the Positive Covenant referred to – **Randwick City Council**

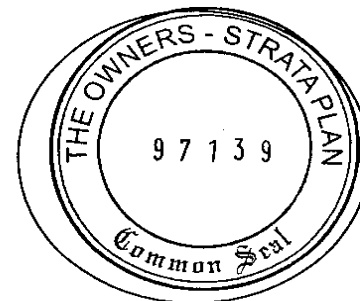
Signature of Registered proprietor:

The Seal of The Owners- Strata Plan **97139** was affixed on 21/11/18 in the presence of the following persons authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: [Signature]

Name: Jimmy Harb

Authority: Strata Manager



Signature: \_\_\_\_\_

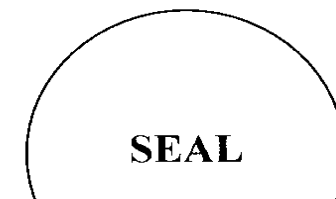
Name: \_\_\_\_\_

Authority: \_\_\_\_\_

Approved by Randwick City Council:

.....  
*Authorised Officer under  
S378 Local Government Act 1993*

[Signature]

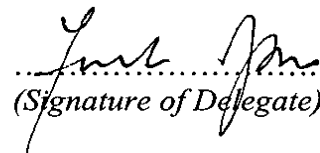


**Annexure 'A' Cont'd to 'Positive Covenant' (Form 13PC)**

**IDENTIFIER - .....**

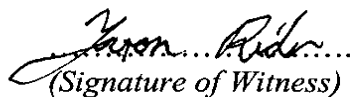
Approved by Randwick City Council by its authorised delegate under S378 of the  
Local Government Act 1993

.....**FRANK KO**.....  
(Name of Delegate)

..........  
(Signature of Delegate)

**MANAGER DEVELOPMENT ASSESSMENTS,**  
(Position of Delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

..........  
(Signature of Witness)

.....**JASON RIDER**.....  
(Name of Witness)

.....**30 FRANCES ST RANDWICK**.....  
(Address of Witness)

Form: 13RPA  
Release: 3-1

**RESTRICTION ON THE  
USE OF LAND BY A  
PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



**AN954922B**

**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**

CP / SP 97139

(B) **LODGED BY**

Document Collection Box  IW	Name, Address or DX, Telephone, and Customer Account Number if any DUARTE CRISTOVAO PO BOX 908 EDGARCHIEF NSW 2027 Reference:	CODE  <b>RV</b>
---	---	-----------------------

(C) **REGISTERED PROPRIETOR**

Of the above land  
The Owners - Strata Plan 97139

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Randwick Council

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 19/12/10

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: JASON RIDER

Name of witness: JASON RIDER

Address of witness: 30 FRANCES ST  
RANDWICK

Signature of authorised officer: FRANK KO

Name of authorised officer: FRANK KO

Position of authorised officer: MANAGER DEVELOPMENT  
ASSESSMENTS

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.  
[See note\* below]

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

Signature of witness:

Signature of registered proprietor:

Name of witness: see Annexure A

Address of witness: \_\_\_\_\_

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.  
I certify that the N.A., who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: \_\_\_\_\_

Signature of N.A. \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

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

**THIS IS THE ANNEXURE "A" TO ACCOMPANY FORM 13RPA DATED  
IN RESPECT OF CERTIFICATE OF TITLE FOLIO  
IDENTIFIER \_\_\_\_\_**

**Terms of the Restriction**

There shall be no erection of any buildings or structures nor the carrying out of any works on or over the land and/or structure described as "on-site stormwater detention/infiltration system " that may adversely affect the design function of the system. The on-site stormwater detention/infiltration system includes all ancillary gutters, pipes, drains, walls, kerbs, pits, trenches, grates, chambers, basins and surfaces designed to temporarily detain/ infiltrate stormwater as shown on Drainage Plan No. WAE 000-011 by ACE PTY LTD (dated 12/12/17).

Works in this context shall be taken to mean the excavation or replacement of soil or landscape material upon this detention system that may affect the design function of the said area, or any variation to the size or shape of the "on-site stormwater detention/infiltration system".

The name of the person empowered to release, vary or modify the Restriction on Use referred to – **Randwick City Council**

Signature of Registered proprietor:

The Seal of The Owners- Strata Plan **97139** was affixed on 21/11/18 in the presence of the following persons authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: 

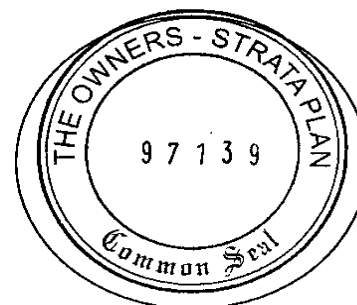
Name: Jimmy Harb

Authority: Strata Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



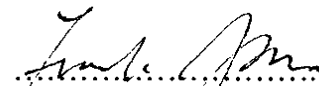


**Annexure 'A' cont'd to 'Restriction on the Use of Land By a Prescribed Authority' (Form 13RPA)**

**IDENTIFIER - .....**

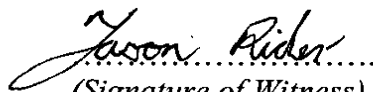
Approved by Randwick City Council by its authorised delegate under S378 of the Local Government Act 1993

FRANK KO.....  
(Name of Delegate)

  
(Signature of Delegate)

MANAGER DEVELOPMENT ASSESSMENTS  
(Position of Delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

  
(Signature of Witness)

JASON RIDER  
(Name of Witness)

30 FRANCES ST RANDWICK  
(Address of Witness)

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAW**

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AP527580M**

**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  
Folio Identifier CP/SP97139

**(B) LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Strata Specialist Lawyers      Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001  Reference: CC:20191592:SP97139
--	---

CODE

**CH**

- (C) The Owners-Strata Plan No. 97139 certify that a special resolution was passed on 31/7/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. 22, 39, 41  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 97139 was affixed on 20/8/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: \_\_\_\_\_

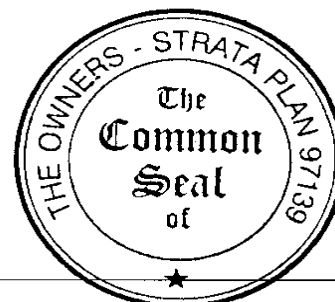
Name: Bryan Kold

Authority: STRATA MANAGER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

OFF (CDBL) AN 709 785



**STRATA SCHEME NO 97139**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

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This is page 2 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....  
Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



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Names:.....*BRIAN KOV*.....  
Signatures.....*[Signature]*.....  
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## 1. Definitions and interpretation

---

### 1.1 Definitions

In the by-laws:

**Building** means the buildings containing the Lots and the Common Property the subject of the Strata Scheme.

**Architectural Code** means the architectural code for the Strata Scheme in Schedule 1.

**Balcony** means a balcony and a terrace in a Lot in Residential Component.

**Building Works** means any works, alterations, additions, damage, removal, repairs or replacement of:

- a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot and car space. Common Property walls include windows and doors in those walls;
- b) the structure of your Lot;
- c) the internal walls inside your Lot (eg. a wall dividing two rooms in your Lot);
- d) Common Property services; or
- e) services in the Building, if they are for the exclusive use of your Lot.

**Business Day** means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.

**Commercial Component** means lots 23 to 27 (inclusive) created on registration of the Strata Plan.

**Common Property** means the common property in the Strata Scheme.

**Common Property Rights By-Law** means a by-law granting an Owner exclusive use of and special privileges in respect of Common Property according to division 3 in part 7 of the Management Act.

**Council** means City of Botany Bay.

**Development Act** means the *Strata Schemes Development Act 2015 (NSW)*.

This is page 4 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....BRYAN FOL.....

Signatures..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**Dispute** means any dispute, controversy or difference between the Owners Corporation; Owners or Occupiers about:

- (a) the construction of this by-law;
- (b) the rights or obligation of the Owners Corporation, an Owner or an Occupier under this by-law;
- (c) any contributions payable under this by-law or the Management Act;
- (d) the Owners passing or failing to pass any resolution under the Development Act or Management Act; or
- (e) the operation, maintenance, repair or replacement of Common Property or a Lot.

**Dispute Notice** means a written notice of a Dispute given by a party to a Dispute according to by-law 34.

**Entrance Door** means the Common Property entrance door to each Lot.

**Strata Committee** means the strata committee of the owners Corporation established under the Management Act

**Building Manager** means the person appointed by the Owners Corporation from time to time pursuant to by-law 23.

**Government Agency** means any government, semi or local government statutory, public or other authority or entity.

**Initial Period** has the meaning given in the Management Act.

**Internal Wall** means the Common Property wall between two Lots or a structural wall in a lot.

**Lot** means a lot in the Strata Scheme.

**Management Act** means the *Strata Schemes Management Act 2015 (NSW)*.

**Occupier** means an occupier, lessee or licensee of a Lot.

**Owner** is:

- (a) the owner for the time being of a Lot; and

This is page 5 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: .....  
Signatures: .....  
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) if a Lot is subdivided or re-subdivided, the owner for the time being of the new lots, and
- (c) for a Common Property Rights By-Law, the owner(s) of the lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Scheme.

**Residential Component** means lots 1 to 22 created on registration of the Strata Plan.

**Rules** mean rules made by the Owners Corporation from time to time.

**Security Key** means a key, magnet card or other device or information used in the Strata Scheme to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

**Strata** means a person or entity appointed by the Owners Corporation as its strata managing agent if there is no Strata Manager, it means the secretary of the Owners Corporation.

**Strata Plan** means Strata Plan No 97139.

**Strata Scheme** means the strata scheme created on registration of the Strata Plan.

**Third Party** means a person who is not an Owner.

**You** means an Owner, Occupier or mortgagee in possession of a Lot.

## 1.2 Interpretation

In these by-laws headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:

- a) a reference to these by-laws includes any replacement or variation of them;
- b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and other consolidation, amendments, re-enactments or replacements of any of item;
- c) the singular Includes the plural and vice versa;
- d) words implying a gender include any gender;

This is page 6 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....BRYAN BOU.....

Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- e) person includes an individual, the estate of an individual (including executors and administrators), an authority, an association or a joint venture (whether incorporated or not), a partnership, successors, substitutes (including persons taking by novation) and assigns;
- f) a reference to a day means the period of time commencing at midnight and ending 24 hours later and a reference to time is a reference to Sydney time;
- g) a consent under these by-laws must be given in writing by the relevant party;
- h) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- i) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit attachment, or annexure to or of these by-laws, and a reference to these by-laws includes all schedules, exhibits, attachments and annexures to it,
- j) includes in any form is not a word of limitation; and
- k) the rights, powers and remedies in these by-laws are in addition to those provided by law.

## **2. About the by-laws**

---

### **2.1 Purpose of the by-laws**

The by-laws regulate the day-to-day management and operation of the Strata Scheme.

### **2.2 Who must comply with the by-laws?**

All Owners and Occupiers must comply with the by-laws.

The Owners Corporation must comply with the by-laws.

## **3. Common Property Rights By-Laws**

---

### **3.1 Purpose of the Common Property Rights By-Laws**

To fairly apportion the costs for maintaining, repairing and replacing Common Property,

This is page 7 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The common Property Rights By-Laws makes Owners responsible for the Common Property which they exclusively use or have the benefit of.

### **3.2 Interpreting this by-law**

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

### **3.3 How to change a Common Property Rights By-Law**

The Owners Corporation may, by special resolution:

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

### **3.4 Occupiers may exercise rights**

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

### **3.5 Regular accounts for your costs**

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

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

### **3.6 Repairing damage**

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

This is page 8 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: ..... BRIAN LOU .....

Signatures: .....  .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

### 3.7 Indemnities

You indemnify the Owners Corpora Hon against all claims and liability caused by you (or someone acting on your behalf causes) when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

### 3.8 Additional Insurances

In addition to your obligations under by-law 19 (**Insurance premiums**), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

## 4. Architectural Code

---

### 4.1 Power of the Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to adopt an Architectural Code to control, without limitation:

- (a) the internal fitout of Lots;
- (b) alterations to Common Property which an Owner or Occupier may carry out in order to fit out their Lot;
- (c) signs which an Owner or Occupier may erect in their Lot or on Common Property;
- (d) the colour and style of blinds, curtains, louvres and other window coverings which an owner or Occupier may install in their Lot; and
- (e) acoustic requirements for Lots.

### 4.2 Compliance with Architectural Code

The Owners Corporation, Owners and Occupiers must comply with the Architectural Code.

### 4.3 Consents

The Architectural Code may approve certain types of works in a Lot or on Common Property (eg authorise you to erect a certain type of sign in your Lot or make alterations to Common Property in order to fit out your lot). Subject to by-law 7.2, You do not need to obtain consent from the Owners Corporation under the by-laws to carry out work which is authorised or approved under the Architectural Code.

This is page 9 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN KO*.....

Signatures:.....*BRYAN KO*.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



#### 4.4 Changing the Architectural Code

The Owners Corporation may change the Architectural Code at any time. If the Owners Corporation does change the Architectural Code, the change will not be binding on the Owners and Occupiers until written notice of the change is given to the Owners.

#### 4.5 Inconsistency

In the event of any inconsistency between these by-laws and the Architectural Code, the by-laws prevail to the extent of the inconsistency.

### 5. Changing the by-laws

---

The Owners Corporation may add, change and cancel by-laws only if it complies with the provisions of these by-laws.

### 6. Your Lot

---

#### 6.1 General obligations

You must:

- (a) comply with the Architectural Code in regard to fitting out your Lot;
- (b) keep your Lot clean and tidy and in good repair and condition;
- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration);
- (d) notify the Owners Corporation if You change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation; and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

#### 6.2 Consent from the Owners Corporation

Subject to the Architectural Code, You must have consent from the Owners Corporation and, where applicable, any Government Agencies to:

- (a) carry out Building Works in your Lot;

This is page 10 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN BOU*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....  
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) install any signs (other than signs which are in the Lot and cannot be seen outside the Lot) in or to your Lot;
- (c) subject to your rights under the by-laws, keep anything in your Lot that is visible from outside the Lot and is not in keeping with the appearance of the Building;
- (d) install bars, screens, grills, security locks or other safety devices on the interior or exterior of windows of doors in your Lot;
- (e) install an intruder alarm with an audible signal; or
- (f) attach or hang an aerial or wires outside your Lot.

### 6.3 Floor coverings

An Owner must use all reasonable measures to stop the transmission of noise which might unreasonably disturb another Owner or Occupier. This may include the installation of floor coverings.

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot that assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

### 6.4 Window coverings

Subject to the Architectural Code, window coverings (eg curtains, blinds and louvres) in your Lot must be:

- (a) in keeping with the appearance of the Building; and
- (b) of a standard commensurate with the standard of the Building.

### 6.5 Cleaning windows

You must clean the glass in windows and doors of your Lot (even if they are Common Property). You do not have to clean the windows and doors that You cannot access safely.

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Lot, You are excused from your obligations under this by-law to for the period the Owners Corporation resolves to clean the glass.

### 6.6 Hours of operation for Commercial Component

This is page 11 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*PERMAN FOU*.....

Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

This bylaw applies to the Commercial Component.

You may only use your Lot in the Commercial Component during the following hours and otherwise as approved by Council and any other relevant Government Agency:

- a) 7am to 10pm (Monday - Friday)
- b) 7am to 10pm (Saturday)
- c) 8am to 10pm (Sundays and Public holiday)

The Owners Corporation cannot and must not limit any uses of the Commercial Component that are expressly allowed by Council or any other Government Authority in any relevant development consent

#### **6.7 Pest control**

You must take all responsible steps at your cost to keep your Lot free of pests and vermin.

You must notify the Building Manager or the Owners Corporation of any infestation of your lot by pest or vermin.

The Building Manager or the Owners Corporation may require you to have the Lot fumigated or otherwise treated in the event of an infestation of pest or vermin in your Lot.

#### **6.8 Doors and glass**

All Entrance Doors, doors and glass (including any hinges, latches, locks and other associated equipment) exclusively servicing your Lot is the responsibility of the Owner and Occupier.

If the Entrance Doors, doors and glass exclusively services your Lot, you must maintain, repair and, where necessary, replace the Entrance Doors, doors and glass in your Lot.

### **7. Your behaviour**

---

#### **7.1 What are your general obligations?**

You must:

- (a) ensure your visitors do not behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier or be a nuisance to the Occupier of any Lot in the Strata Scheme;
- (b) not obstruct the legal use of Common Property by any person;

This is page 12 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....  
Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (c) not do anything or allow your visitors to do anything in the Strata Scheme which is illegal; and
- (d) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme.

An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

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.

## 7.2 Change in Use

An Occupier of a lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot.

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.

The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## 7.3 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which You must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

This is page 13 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN BOO*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

#### **7.4 Children playing on Common Property**

Any child for whom an Owner or Occupier of a Lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose.

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

### **8. Responsibility for others**

---

#### **8.1 Compliance with by-laws**

You must:

- (a) make sure your visitors comply with these by-laws; and
- (b) make your visitors leave the Strata Scheme if they do not comply with these by-laws.

#### **8.2 Occupiers to comply**

If you lease or licence your Lot, You must make sure that your Occupiers and their visitors comply with the by-laws. You must take all action available to You, including action under the lease or licence agreement, to make them comply or leave the Strata Scheme.

#### **8.3 Prohibited conduct**

You must not allow another person to do anything that You cannot do under the by-laws.

### **9. Signage**

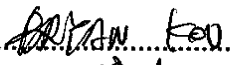
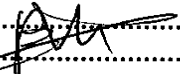
---

#### **9.1 Signs**

Subject to the Architectural Code and where applicable, the Owner and Occupier complying with the Architectural Code, the Owner and Occupier of a Lot in the Commercial Component may display signs in the Lot, carpark and ground floor, lift, toilet, corridor and lobby areas.

Owners and Occupiers of a Lot in the Commercial Component shall be permitted to display signs on the Common Property provided that it meets the requirements for any signage set out in these By Laws.

This is page 14 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:..........  
Signatures..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Owners and Occupiers of a Lot in the Residential Component are not permitted to display signs on the Lot or the Common Property.

The Owners Corporation must ensure that a notice board is erected at the main entrance of the Building and maintained and kept up to date.

**9.2 Not used**

**9.3 Architectural Code**

The Architectural Code authorises some Owners and Occupiers to erect certain types of signs in the Lot of the Commercial Component or on Common Property. You do not need authorisation from the Owners Corporation to erect a sign which you are authorised to erect under the Architectural Code.

**9.4 'For Sale' and 'For Lease' signs**

You must not erect a 'For Sale' or a 'For Lease' sign in your Lot or on Common Property without the prior written consent of the Owners Corporation, which shall not be unreasonably withheld but which may be issued subject to reasonable conditions. This clause does not apply to Owners or Occupiers of the Commercial Component or any part thereof.

**9.5 Obligations of the Owners Corporation**

Subject to the obligations of Owners under by-law 6.9, the Owners Corporation must maintain, repair and, where necessary, replace Entrance Doors.

**10. Storage**

---

**10.1 Your obligations**

If your Lot comprises or includes a storage space You must:

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

**11. Use and care of your Lot**

---

**11.1 Use of Lots**

This is page 15 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:..........

Signatures..........

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

You may only use your Lot for a lawfully permitted use.

## 11.2 Care of Lots

Subject to any other express term in this by-law, You must not without the written consent of the Owners Corporation:

- (a) paint, affix or erect on the exterior of your lot (including any Balcony or internal walls either facing onto Common Property or visible from outside the Building) or of the Building, any notices, advertisement,, signs or other devices;
- (b) install any equipment which is likely to cause excessive or unbalanced loads on the electrical systems of the Building, discharge corrosive liquids or chemicals into the waste plumbing systems or cause any nuisance damage or injury to the Building, or its occupants; or
- (c) erect or construct any sign, device, furnishing or object which is visible from the street or from outside the Building.

## 11.3 Floor loading

You must observe any maximum floor loadings nominated by the Owners Corporation and must not permit the floors of any Lot or Common Property to be broken, strained or damaged by overloading.

You must not install any safe or other heavy equipment except in such position and subject to such conditions as the competent certifying engineer may approve in writing.

## 12. Garbage

### 12.1 General requirements

Subject to the by-laws, You must not deposit or leave garbage or recyclable materials:

- (a) on Common Property; or
- (b) in an area of your Lot which is visible from outside your Lot (eg on the Balcony of your Lot).

You must:

- (c) deposit your garbage and recyclable materials in the waste containers located in the waste storage area;

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Names:.....*BRAN*.....*600*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (d) ensure that the waste containers are not over filled and that the lids are kept closed at all times, except when materials are being put in them;

The Owners Corporation shall ensure that:

- (e) the residential waste and recycling containers are taken to the holding area at the front of the building for weekly collections, and returned to the waste storage area as required by the relevant Government Authority;
- (f) the waste storage area, dry arrestor pit and waste collection containers are cleaned regularly

## 12.2 Making Rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.

## 12.3 Requirements for Lots

You must, at your cost

- (a) arrange for the regular removal of your rubbish from your Lot;
- (b) ensure that rubbish receptacles in your Lot are not visible from outside your Lot; and
- (c) ensure that rubbish receptacles in your Lot are kept clean and do not omit odours.

## 12.4 Hazardous waste

You must arrange for the disposal of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

# 13. Carrying out Building Works

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## 13.1 Consent of Owners Corporation

Subject to the by-laws, You must have consent from the Owners Corporation to carry out Building Works.

## 13.2 Compliance

You must comply with this by-law if you are the Owner or Occupier of the Lot.

This is page 17 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*Goran too*.....  
Signatures.....*[Signature]*.....  
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



### 13.3 Consent required

You do not need consent from the Owners Corporation under this by-law to:

- (a) fit out your Lot (provided the works will not affect the structure of your Lot or Common Property or, subject to by-law 6, the external appearance of your Lot);
- (b) erect an internal sign in your lot which is not visible outside the Lot; or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-law.

However, you must comply with by-laws 13.4 when you carry out the fit out, erect a sign or carry out the Building Works.

### 13.4 Building Works

If You wish to carry out Building Works or any other Works in the Lot or on the Common Property, You must comply with the Architectural Code.

## 14. Internal Walls

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### 14.1 Alteration of an Internal Wall

You may alter or remove an Internal Wall if the Owners Corporations prior written consent is obtained and where it is provided you comply with any conditions imposed on such consent which may include, amongst other things, that:

You own the lots separated by the Internal Wall;

- (a) it is not a structural wall;
- (b) before You carry out the work, You provide the Owners Corporation with:
  - (i) a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the Internal Wall is not a structural wall and the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
  - (ii) copies of all approvals from Government Agencies or certifying authority stating that the works to be carried out will comply with all fire regulations;

This is page 18 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: ..... *DAW* ..... *ED* .....

Signatures: ..... *[Signature]* ..... *[Signature]* .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (c) before You carry out the work, You have obtained the consent of the Owners Corporation and all necessary consents from Government Agencies to alter or remove an Internal Wall; and

You comply with the procedures in this by-law.

#### **14.2 Conditions for carrying out the work**

It is a condition of you altering or removing an Internal Wall that You:

- (a) carry out the work in the method certified by the structural engineer under by-law 14.1(c)(i);
- (b) carry out the work in the method approved by the Government Agencies or certifying authority under by-law 14.1(c)(ii);
- (c) if appropriate, comply with the requirements of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (d) comply with by-laws 13.4;
- (e) comply with all necessary Government Agencies consents for altering or removing the Internal Wall; and
- (f) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Internal Wall.

### **15. Licences**

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#### **15.1 Powers of the Owners Corporation**

In addition to its powers under the Management Act and these by-laws, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property.

The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

#### **15.2 Provision of a licence**

A licence granted by the Owners Corporation under this by-law may include but not be limited to the following provisions:

This is page 19 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: ..... *BRYAN KO* .....

Signatures: ..... *[Signature]* .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

## **16. Damage to Common Property**

---

### **16.1 Obligations**

Subject to the by-laws, You must:

- (a) use Common Property and Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

### **16.2 Consent from Owners Corporation**

Subject to the by-laws, You must have consent from the Owners Corporation to:

- (a) interfere with or alter, add to or modify Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

## **17. Keeping an animal**

---

### **17.1 Consent from Owners Corporation**

This is page 20 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: ..... *DAVID AN KOO* .....

Signatures: ..... *[Signature]* .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) Subject to the Management Act, You must not without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog being under 10kg in weight or a small caged bird, or fish kept in a secure aquarium on the lot on the lot or Common Property.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of animals on a lot or Common Property but may impose reasonable conditions on any consent provided.
- (c) If the Owner or Occupier of a lot keeps a cat a small dog or a small caged bird on the lot then the Owner or Occupier must:
  - 1. Notify the Owners Corporation that the animal is being kept on the lot;
  - 2. Keep the animal within the lot;
  - 3. Carry the animal when it is on Common Property;
  - 4. Take such action as may be necessary to clean all areas of the lot or Common Property that are soiled by the animal.
- (d) 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.

#### **17.2 Visitors**

You must not allow your visitors to bring animals into the Strata Scheme unless they are guide dogs or hearing dogs.

### **18. Parking on Common Property**

---

You must have consent from the Owners Corporation to park or stand a vehicle on Common Property and ensure that any visitors only park in visitor parking bays.

### **19. Insurance premiums**

---

#### **19.1 Invalidation of insurance**

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

This is page 21 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....BRYAN LEAD.....

Signatures.....[Signature].....

.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## 19.2 Conditions concerning insurance

If the Owners Corporation gives You consent under this by-law, the Owners Corporation may make conditions that, without limitation, require You to reimburse the Owners Corporation for increased premium including by adding such costs to the Owners ledger

## 20. Security

---

### 20.1 Rights and obligations of the Owners Corporation

The owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Strata Scheme; and
- (b) prevent fires and other hazards.

### 20.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power and right (but is not obliged) to:

- (a) Install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment, and/or
- (b) arrange security patrols,

for the security of the Strata Scheme.

### 20.3 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to parts of the Strata Scheme where you do not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow the Strata Manager and security personnel to use part of Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude you from using these parts of Common Property.

### 20.4 What are your obligations?

This is page 22 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: .....  .....

Signatures: .....  .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Strata Scheme.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

## **20.5 Fire and security doors**

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

## **21. Security keys**

---

### **21.1 Providing Owners and Occupiers with Security Keys**

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 20 (Security).

### **21.2 Fees for additional Security Keys**

The Owners Corporation may charge You a fee or bond if You require extra or replacement Security Keys.

### **21.3 Who do Security Keys belong to?**

Security Keys belong to the Owners Corporation.

### **21.4 Managing the Security Key system**

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require You to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

This is page 23 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BOYAN BOO*.....  
Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## 21.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the owners Corporation if You do not need them or if You are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

## 21.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

## 21.7 Procedures if you lease your lot

If you lease or licence your Lot You must include a requirement in the lease or licence that the Occupier must return the Security Keys to the Owners Corporation when they no longer occupy a Lot.

## 22. Electronic Keeping of Records and Service of Documents

---

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.

This is page 24 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*DAVID KOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.
5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.
6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

## **23. Agreement with the Building Manager**

---

### **23.1 Purpose of the agreement**

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager in its own right to provide management and operational services for the Strata Scheme. The Owners Corporation may exercise its power under this by-law in its capacity as an Owners Corporation.

### **23.2 Initial Period**

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

### **23.3 Delegation of functions**

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

### **23.4 Agreement during the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not extend beyond the holding of the first annual general meeting of the Owners Corporation or for such other term as required by law; and
- (b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs

This is page 25 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN LOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



which will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

### **23.5 Agreements after the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

### **23.6 What provisions must be included in an agreement?**

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

### **23.7 Duties of the Building Manager**

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising the cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;

This is page 26 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: ..... BRYAN LOO .....

Signatures: ..... [Signature] .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Strata Scheme generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.

## **24. No interference with Building Manager**

---

### **24.1 No interference**

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

### **24.2 Access**

You must give the Building Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Building Manager to perform its duties.

### **24.3 Lots with infrastructure**

An Owner and Occupier of a Lot which contains or is constructed over any infrastructure owned by any Government Authority including without limitation any sewerage pipes or manholes owned by Sydney Water, must provide all reasonable access to the relevant Government Body for the purposes of inspections, maintenance, repairs. Access shall be provided at all times provided that reasonable notice has been provided, except in the case of an emergency in which case no notice is required.

## **25. Services provided by the Owners Corporation**

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### **25.1 Services**

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, air conditioning condenser water, telephone, television, internet and other communications.

### **25.2 Agreements with third parties**

This is page 27 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: .....  
Signatures: .....

.....  
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

## **26. Consents by the Owners Corporation**

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### **26.1 Conditions**

The Owners Corporation may make conditions when it gives You consent to do things under these by-laws. You must comply with the conditions.

### **26.2 Revocation**

If You are in breach of the conditions of consent, the Owners Corporation may revoke its consent if this is practicable.

## **27. Rights of the Owners Corporation**

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### **27.1 Owners Corporation rights**

The Owners Corporation may do anything in your Lot that You should have done under these by-laws but which You have not done or have not done properly.

### **27.2 Written notice**

The Owners Corporation must give You a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

### **27.3 Recover as debt**

The Owners Corporation may recover any money You owe it under these by-laws as a debt.

### **27.4 Powers of Owners Corporation**

The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

### **27.5 Applications and complaints**

This is page 28 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*DR. AN KOO*.....  
Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager or in the absences of a Strata Manager the Secretary of the Owners Corporation.

## **28 Controlling traffic in Common Property**

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### **28.1 Controlling of traffic by Owners Corporation**

In addition to its powers under the Management Act and subject to any Common Property Rights By-Law, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking and to control Common Property.

### **28.2 Delegation of responsibility**

The Owners Corporation may also pass responsibility for those matters to the Building Manager.

## **29. Fire control**

---

### **29.1 Fire obligations**

You may keep flammable material in your Lot if You:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

You and the Owners Corporation must comply with laws about fire control.

### **29.2 Restrictions about fire safety**

You must not:

- (a) keep flammable materials on Common Property;

This is page 29 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*DAVID AN KAO*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes.

### 29.3 Annual Fire Safety Statement

The Owners Corporation is responsible for arranging inspections for the purposes of obtaining an Annual Fire Safety Statement for the Building.

You are responsible for any works, repairs or replacement of equipment that may be required to enable the Owners Corporation to have an Annual Fire Safety Statement issue for the Building.

The Owners Corporation is entitled to enter into any Lot, together with any inspectors, contractors or employees for the purpose of carrying out:

- (i) inspections; and
- (ii) works that are required on a Lot where You have failed to carry out the works that are required to obtain an Annual Fire Safety Statement within a reasonable amount of time;

All costs and expenses incurred by the Owners Corporation in accordance with by-law 29.3(ii) are to be met by the owner of the relevant lot.

## 30. Moving and delivering stock, furniture and goods

### 30.1 Arrangements with Owners Corporation

You must:

- (a) make arrangements with the Owners Corporation at least 48 hours before You move in or out of the Building or move furniture or other large articles through Common Property;
- (b) move furniture and goods through the Building according to the instructions of the Owners Corporation (acting reasonably); and
- (c) comply with the reasonable requirements of the owners Corporation about moving furniture and goods through Common Property including requirements to fit an apron cover to the common property lift(s);

This is page 30 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRAD KOW*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (d) repair at your own cost any damage they (or the person making the delivery) cause to Common Property;
- (e) if You (or the person making the delivery) spill anything on to Common Property, immediately remove the item and clean that part of the Common Property

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:

- (f) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (g) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (h) Owners and Occupiers may be prohibited from moving items through the front foyer(s) of the building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation;
- (i) Owners and Occupiers may be required to pay a cash bond in an amount determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move and to supervise the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within a reasonable period after the move being completed.

The Owners Corporation may appoint a Building Manager or Strata Manager or other person to assist it to perform its functions under this by-law. If this happens, owners and occupiers must:

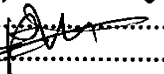
- (j) Make arrangements with the person so appointed when they move in or out of the building; and
- (k) Comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the building;

The Owners Corporation may impose further conditions as deemed necessary and reasonable to properly manage the moving of residents and deliveries.

### 30.2 Rules

This is page 31 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: .....  .....

Signatures: .....  .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The Owners Corporation may make Rules to control the delivery of stock, furniture and goods except any Rules regarding the delivery of stock, furniture and goods to the Commercial Component or any part thereof to the extent that the effect of such Rules would be to limit the use of the Commercial Component or any part thereof or trade in a manner which is approved by any development consent for the use of the Commercial Component or any part thereof.

## **31. Building surrounds**

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### **31.1 Cleaning of surrounds**

The Owners Corporation must ensure that the surrounds of the Strata Scheme, including pavements and gutters, are kept clean and free of litter at all times. The Owners Corporation will be responsible for the cleaning of the surrounds of the Strata Scheme generally.

## **32. Air conditioning**

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### **32.1 Air conditioning exclusively servicing a Lot**

An Owner of a Lot is the owner of the air conditioning unit including any plant, fans, pumps, pipes, wires, cables and ducts that exclusively services the Lot (**Air Conditioning Unit**) and has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit is located.

An Owner of a Lot is responsible for the ongoing maintenance and repair of the Air Conditioning Unit that exclusively services the Lot and must ensure that it is maintained to avoid damage to the Common Property and any other Lot.

In the event that an Owner of a Lot fails to maintain the Air Conditioning Unit that exclusive services the Lot in accordance with this by-law 31.2, the Owners Corporation may, but is under no obligation to do so, undertake any works to maintain the Air Conditioning Unit in keeping with this by-law.

The costs of the Owners Corporation in undertaking such works will be a debt payable by the owner to the Owners Corporation on demand.

### **32.2 Air conditioning not exclusively servicing a Lot**

The Owners Corporation may operate, maintain, repair and replace air conditioning including any plant, pumps, pipes, wires, cables and ducts servicing the Building but not an exclusive Lot (**Common Air Conditioning**).

This is page 32 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*Bryan Kou*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Common Air Conditioning.

If the Owners Corporation requires access to a Lot to operate, maintenance, repair or replace the Common Air Conditioning, the Owner or Occupier of a Lot must give the Owners Corporation reasonable access to the Lot to maintain, repair or replace the Common Air Conditioning.

### **33. Illegal use**

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#### **33.1 No Illegal use**

The Owner or Occupier of a Lot must not at any time use or allow to be used the Lot or the Common Property for:

- (a) any illegal use; and
- (b) any act or thing which in each case is contrary to the provisions of any law, regulation, ordinance, by-law or town planning scheme from time to time in force.

### **34. Disputes**

---

#### **34.1 Interpretation**

For the purpose of this by-law, "*party*" or "*parties*" means the party or parties to a Dispute. The party or parties to a Dispute may be the Owners Corporation, an Owner or an Occupier.

#### **34.2 Resolution of Disputes**

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause.

#### **34.3 Dealing with Disputes according to this clause**

The parties must deal with Disputes about this by-law according to this clause. This includes Disputes about the Owners Corporation or any officer failing to comply with its obligations under this by-law or the Management Act.

#### **34.4 Dispute Notice**

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under by-law 34.2. In the Dispute Notice the party must:

This is page 33 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN KOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



- (i) describe what the Dispute is about;
- (ii) identify the provisions of this by-law or the law that apply to the Dispute;
- (iii) state the position of the party;
- (iv) set out the facts and other circumstances on which the party relies; and
- (v) attach copies of correspondence and other documents mentioned in the Dispute Notice.

#### **34.5 Negotiation**

Within 5 Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place, if they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (i) at 2.00 pm on the date which is 7 Business Days after the Dispute Notice was given; and
- (ii) at the Strata Scheme or by telephone conference.

#### **34.6 Referring a Dispute to expert determination**

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (i) refer the Dispute to an independent expert for determination; and
- (ii) appoint an expert to determine the Dispute.

#### **34.7 Appointing an expert**

If the parties cannot agree on an expert within 5 Business Days after a party gives a Determination Notice, a party may ask the chairperson of LEADR (or the vice chairperson if the Chairperson declines) to:

- (i) appoint an appropriate expert having regard to the nature of the Dispute; and
- (ii) determine the remuneration of the expert.

#### **34.8 Instructions to the expert**

This is page 34 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN KOV*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The parties must instruct the expert to:

- (i) act as an expert and not as an arbitrator;
- (ii) determine the rules for the conduct of the expert determination; and
- (iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

#### **34.9 Conducting expert determination**

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

#### **34.10 Expert determination**

The expert:

- (i) is not bound to observe the rules of natural justice or the rules of evidence;
- (ii) may obtain and refer to documents and information not provided by the parties; and
- (iii) must determine the Dispute and give written reasons for the determination within 1 month of being appointed.

#### **34.11 Binding effect**

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the law allows.

#### **34.12 Negotiation or expert determination about levies**

If a Dispute about an Owners levies is determined under this clause, the expert who determines the Dispute must determine any adjustments the Owner must pay.

#### **34.13 Costs**

The parties to the Dispute must:

- (i) equally share the costs for expert determination of their Dispute (unless the expert decides otherwise); and
- (ii) pay their own costs in connection with the Dispute.

This is page 35 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

#### **34.14 Clause is not overriding**

The provisions of by-laws 34.1 to 34.13 does not override any rights or obligations of the Owners Corporation in accordance with the Management Act.

### **35. Notices**

---

#### **35.1 Methods of serving notices**

A notice or communication under this by-law must be in writing and must be:

- (i) delivered personally to the addressee;
- (ii) left at the current address (as advised by the Owner) or the addressee;
- (iii) sent by prepaid or ordinary post to the current address (as advised by the Owner) of the addressee; or
- (iv) sent to the current fax number of the addressee.

All notices and communications to be served on the Owners Corporation by an Owner must be addressed to the Secretary care of the Strata Managing agent if one has been appointed by the Owners Corporation

#### **35.2 When does a notice take effect?**

A notice or communication takes effect from the time it is received unless a later time is specified.

#### **35.3 Receipt – post**

If sent by post, a notice is taken to be received 3 days after posting (or 7 days after posting if sent to or from a place outside Australia).

#### **35.4 Receipt – fax**

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

#### **35.5 Form of notices**

Unless stated otherwise in this by-law, all notices, certificates, consents and other communications in connection with this by-law must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

This is page 36 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: ..... BRIAN KOV .....  
Signatures: ..... [Signature] .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

### 35.6 Receipt – general

Despite clause 35.3 and 35.4, if a notice is received after 5:00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9:00am on the next Business Day.

## 36. GST

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### 36.1 Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this by-law are expressed to be exclusive of any amount of GST.

### 36.2 Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this by-law by one party (**supplying party**) to another party (**receiving party**), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

### 36.3 Differences in amounts

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

### 36.4 Reimbursement

Where one party (**payer**) is liable to reimburse another party (**payee**) for any expenditure incurred by the payee (**Expenditure**), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause.

## 37. Notices by email

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Where the Owner or Occupier of a Lot has provided the Owners Corporation with prior written consent, any notices may be issued to that Owner or Occupier by the owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

## 38. Fire Safety

---

This is page 37 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....BRYAN KOO.....

Signatures.....[Signature].....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The Owners Corporation must ensure that:

- (a) combustible materials are not located or stored, temporarily or permanently, anywhere within the residential lobby and fire exit discharge area.
- (b) The residential lobby and fire exit discharge area are kept clear of combustibles, including display boards, decorations and furniture.
- (c) Signage is located in the lobby and in the discharge area stating: "Storage of Combustibles Not Permitted".
- (d) All signs are permanently and securely mounted and of appropriate construction to be suitable for the environment in which they are located. Laminated signs are not acceptable. The lettering is to be in capitals, no less than 30mm in height and in a colour contrasting with the background.

### 39. Electronic Voting

#### Definitions and Interpretation

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- 1. In this by-law:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*;
  - (b) "**Electronic Voting**" means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
- 2. Unless the context or subject matter otherwise indicates or requires:
  - (a) Reference to the singular includes the plural and the plural includes the singular;
  - (b) "Including" and similar expressions are not words of limitation;
  - (c) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Determination to allow Electronic Voting

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This is page 38 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:..........

Signatures..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

3. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.
4. A determination to allow Electronic Voting remains in force until revoked and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
5. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

#### The Electronic Voting process

6. Electronic Voting must be conducted by way of an electronic ballot.
7. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.
8. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) Information concerning:
    - (i) How the ballot paper must be completed;
    - (ii) The deadline for submission of the ballot paper;
    - (iii) If voting is by email, the address where the ballot paper is to be returned;
    - (iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
  - (c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
9. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

**This is page 39 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:**

Names:.....

Signatures.....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

10. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
11. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
  - (a) Review all information and reports about the electronic ballot;
  - (b) Reject as informal any votes that do not comply with the requirements of this by-law;
  - (c) Ascertain the result of the electronic ballot;
  - (d) Make a written or electronic record of the result of the electronic ballot;
  - (e) Announce or publish the result of the ballot.

#### Informal votes

12. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.
13. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.

#### Secret ballots

14. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

### **40. Notice-Board**

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

### **41. Renovations**

#### Definitions and interpretation

1. In this by-law:

This is page 40 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*DATAN BOU*.....

Signatures.....*[Signature]*.....

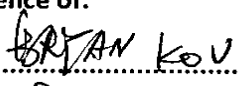
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) "Act" means the *Strata Schemes Management Act 2015*;
- (b) "Cosmetic Work" means an owner's work which affects the common property in connection with their lot for the following purposes:
- (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
  - (ii) installing or replacing handrails;
  - (iii) painting;
  - (iv) filling minor holes and cracks in internal walls;
  - (v) laying carpet;
  - (vi) installing or replacing built-in wardrobes;
  - (vii) installing or replacing internal blinds and curtains;
  - (viii) installing any locking or other safety device for protection of a lot against intruders;
  - (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
  - (x) installing any locking or other safety device to improve safety within a lot;
  - (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
  - (xii) any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
- (B) work involving structural changes;
- (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;

This is page 41 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....

Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



- (E) work involving waterproofing or the plumbing or exhaust system of the building;
  - (F) work involving reconfiguring walls;
  - (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (H) any other work described in Section 109(5) of the Act.
- (c) **“Minor Renovations”** means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (i) renovating any room in a lot;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring, cabling, pipes, or ducts;
  - (v) installing or replacing power or access points;
  - (vi) work involving reconfiguring walls;
  - (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (viii) installing a rainwater tank;
  - (ix) installing a clothesline;
  - (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
  - (xi) installing double or triple glazed windows;
  - (xii) installing a heat pump or other hot water service;
  - (xiii) installing ceiling insulation;
  - (xiv) installing an aerial, antenna, or satellite dish;

This is page 42 of a total of 81 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BOYAN (cov)*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....  
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
- (xvi) any other work described in Section 110(3) of the Act;
- (xvii) any other work that is not:
  - (A) Cosmetic Work;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work involving waterproofing;
  - (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
  - (G) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

- (d) **"Major Renovations"** means an owner's work which affects the common property for the following purposes:
  - (i) structural changes;
  - (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
  - (iii) waterproofing;
  - (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (v) work that is not Cosmetic Work or Minor Renovations.

2. Unless the context or subject matter otherwise indicates or requires:

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Names:.....RYAN KOU.....  
Signatures.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) Reference to the singular includes the plural and vice versa;
- (b) A thing includes the whole or part of it;
- (c) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (d) A document includes any amendment or replacement of it;
- (e) "Including" and similar expressions are not words of limitation;
- (f) Headings are for convenience only and do not affect the interpretation of this by-law;
- (g) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
- (h) The provisions of this by-law prevail to the extent of that inconsistency with any other by-law.

#### **Cosmetic Work**

- 3. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 5 to 9.
- 4. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

#### **Carrying out Cosmetic Work**

- 5. When carrying out Cosmetic Work an owner must:
  - (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

**This is page 44 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:**

**Names:**.....*PRYAN LOU*.....  
**Signatures:**.....*PRYAN*.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

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Names:.....*BRYAN LOU*.....  
Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

#### Use of Cosmetic Works

6. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

7. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

8. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 5 apply to any work the owner carries out to comply with this clause.

#### Indemnity

9. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;

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**Names:**..... BRIAN FOV

**Signatures:**..... [Signature]

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) owner's breach of any part of this by-law.

#### **Minor Renovations**

- 10. An owner may only carry out Minor Renovations with the approval of the owners corporation.
- 11. The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
- 12. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

#### **Application to owners corporation for approval for Minor Renovations**

- 13. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (h) a statement that the work does not involve:

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**Names:**.....*BRYAN KOV*.....

**Signatures:**.....*[Signature]*.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (i) the removal or alteration of a structural element of the building;
- (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
- (iii) changing the external appearance of any lot;
- (iv) detrimentally affecting the safety of a lot, including fire systems;
- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Minor Renovations**

14. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application with some or all the conditions contained in clauses 15 to 25, or impose additional conditions;
  - (d) refuse the application, but must not act unreasonably when doing so.

**Before Minor Renovations are carried out**

15. Before carrying out Minor Renovations an owner must:
- (a) give to the owners corporation evidence at those persons carrying out the work has:
    - (i) any requisite current licence to conduct the work;
    - (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) workers compensation insurance if required by law;

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Names:.....*BRYAN KOV*.....  
 Signatures.....*[Signature]*.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) if the work involves:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.
- (d) If requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
  - (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

**When Minor Renovations are being carried out**

16. When carrying out Minor Renovations an owner must:

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Names:.....BRYAN KOU.....

Signatures.....[Signature].....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**



- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

This is page 50 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....BRYAN KOV.....

Signatures.....[Signature].....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After Minor Renovations are carried out

17. After carrying out Minor Renovations an owner must:

- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation's nominee to the lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) if the work involved:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

**This is page 51 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:**

Names:.....*BRYAN KOW*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (e) if required by the owners corporation:
- (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 15(d)(iii).

#### Use of Minor Renovations

18. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

19. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

20. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 15 to 17 apply to any work the owner carries out to comply with this clause.

#### Indemnity

This is page 52 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN KOV*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....  
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

21. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

#### Insurance

22. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

23. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
24. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Costs

25. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

#### Major Renovations

26. An owner may only conduct Major Renovations in accordance with the following conditions:

**This is page 53 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:**

Names:.....BRYAN KOV.....  
Signatures.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
27. An owner should undertake the process in clause 28 before presenting any motion referred to in clause 26 for the consideration of the owners corporation.

Application to owners corporation for approval for Major Renovations

28. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
- (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
  - (i) the owner's consent to the making of the by-law;

This is page 54 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: DAVID KOL

Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Major Renovations**

29. When determining an application made in accordance with clause 28, an owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 26;
  - (d) refuse the application, but must not act unreasonably when doing so.

**Breach of this by-law**

30. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Schedule of approved Minor Renovations and Major Renovations**

This is page 55 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

31. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

This is page 56 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN KOUL*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## SCHEDULE 1

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

This is page 57 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....BRYAN KOU.....  
Signatures.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



## SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW** ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*;
  - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) "**Lot**" means lot .....{INSERT LOT NUMBER};
  - (d) "**work**" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:

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Names:.....*BRYAN KOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (i) Reference to the singular includes the plural and vice versa;
- (ii) A thing includes the whole or part of it;
- (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

**Before work is carried out**

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**5. Before carrying out work, the owner must:**

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

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**Names:**.....BRYAN LOU.....

**Signatures:**.....[Signature].....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors;  
or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

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6. When carrying out work, the owner must:

(a) Comply with any condition or requirement of any Authority;

(b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;

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Names:.....BRYAN KOU.....

Signatures.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

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Names:.....*BRYAN LOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After work is carried out**

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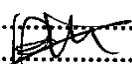
**7. After carrying out work, the owner must:**

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

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**Names:**.....RAYAN KOD.....

**Signatures:**..........

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

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8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

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9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

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10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

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Names:.....BRIAN KOV.....

Signatures.....[Signature].....

.....[Signature].....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (a) Performance of the work;
- (b) Use of the work;
- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

#### Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

**This is page 64 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:**

**Names:**.....*RYAN KOV*.....

**Signatures:**.....*[Signature]*.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

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Names:.....*RAYAN KAO*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.





## **Schedule 1 Architectural Code**

### **Architectural Code**

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#### **1.1 Why have an Architectural Code?**

The primary reasons for having an Architectural Code and controlling building works and the external appearance of the Strata Scheme are:

- (a) to preserve the design integrity and architectural quality of the Strata Scheme;
- (b) to recognise the different requirements of the residential and commercial components of the Strata Scheme, while having proper regard to the common interest of each Owner and Occupier; and
- (c) to uphold property values for Owners.

#### **1.2 Inconsistencies**

If there is an inconsistency between a clause in this by-law and the Architectural Code, the clause in the by-law prevails.

#### **1.3 Disputes**

The dispute resolution provisions in this by-law applies to the Architectural Code and to approvals granted or refused under it.

### **Approvals from Government Agencies**

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#### **2.1 What are your obligations?**

Despite anything else in this by-law, You must obtain all necessary approvals from Government Agencies before You carry out any works, erect new signs, or do anything else in the Strata Scheme (including works approved or for which You need approval under the Architectural Code).

#### **2.2 Compliance with development consents**

You must comply with any development consents which apply to the Strata Scheme.

#### **2.3 Timing**

This is page 67 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN FOU*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Subject to this clause 2, You may apply for approval from a Government Agency to carry out works in the Residential Component of the Strata Scheme only after you have obtained any necessary approval from the Owners Corporation.

#### **2.4 Approving applications to Government Agencies**

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Owners Corporation.

### **Curtains, blinds and other window treatments**

---

#### **3.1 Colours for curtains and blinds**

Subject to any contrary conditions of development consents, You may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Lot or Strata Scheme provided they have an appearance from outside the Lot which is white or off-white (white or off-white curtain linings or sheets are an acceptable method of achieving this). You must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this Clause 3.1.

#### **3.2 Sun shades and awnings**

You must have consent from the Owners Corporation to install a sun shade, umbrella, sun blind, awning or other sun shading device in a lot or on Common Property within the Residential Component.

A sun shade, umbrella, sun blind, awning or other sun shading device may only be installed within the other components of the Strata Scheme with the consent of the Owners Corporation.

#### **3.3 Window treatments**

You must have consent from the Owners Corporation to place solar film or similar treatments (including tinted glass) on the internal or external surface of glass windows or doors in your Lot or on Common Property.

### **Outdoor furniture and landscaping**

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#### **4.1 Balcony furniture and landscaping**

You do not need consent from the Owners Corporation to keep outdoor furniture on the Balcony of your Lot provided that the outdoor furniture is of a high quality and finish,

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Names:.....BRYAN LOU.....

Signatures:..........

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

commensurate with the quality of the Strata Scheme and is in keeping with the appearance of the strata Scheme.

#### **4.2 Fixing items to a Balcony**

You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the Balcony of your Lot.

#### **4.3 Maintaining outdoor furniture**

You must properly maintain furniture on the Balcony of your Lot and ensure that the furniture is clean and tidy at all times and only suitable furniture for outdoor is kept on your balcony.

#### **4.4 Landscaping on Balconies**

You do not need consent from the owners Corporation to keep landscaping on the Balcony of your lot provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of the Strata Scheme and are in keeping with the appearance of the Strata Scheme.

#### **4.5 Maintaining landscaping**

You must:

- (a) regularly maintain landscaping on the Balcony of your Lot;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that no water enters another part of the Strata Scheme and no damage is caused to another part of the Strata Scheme.

#### **4.6 Removing furniture and landscaping**

You must immediately remove furniture and landscaping from the Balcony of your Lot if:

- (a) you do not comply with your obligations under this clause 4; or
- (b) the furniture or landscaping causes (or may cause) damage to another part of the Strata Scheme or unreasonably interferes with the lawful use and occupation of another Lot.

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Names:.....*BRIAN BOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## Security devices

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### 5.1 Installing security devices

Subject to this clause 5, you must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grills, alarms or locks in your lot or on Common Property.

### 5.2 Security doors and windows

The Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

- (a) is finished in a colour that matches the existing door or window frame; and
- (b) matches the full size of the existing door or window, does not detract from or dominate the existing detail and meets all fire safety requirements.

However, the Owners Corporation will generally not consent to the installation of a security door to the entry door to a Lot.

### 5.3 Alarms

You may install a security alarm in your Lot or Common Property without consent from the owners Corporation if:

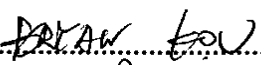
- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or interferes with Common Property (for example, is not attached to the ceiling of a Balcony); and
- (e) the installation is not attached to or interferes with the Common Property.

### 5.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with Common Property, You must have obtain the consent of the Owners Corporation before You install the alarm.

### 5.5 Security devices in the carpark

This is page 70 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names: .....  .....

Signatures: .....  .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

If you are the Owner or Occupier of a Lot in the basement carpark, You may install in the floor of your Lot a locking device similar to a "Secure Mate" locking device provided that the device:

- (a) is a type and colour approved by the Owners Corporation; and
- (b) is located in a position approved by the Owners Corporation (for example, a specified distance from the boundary of the Lot).

#### 5.6 Other security devices

You must have consent from the Owners Corporation to install any type of security device not contemplated by this clause 5. The Owners Corporation will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of the Strata Scheme;
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Owners or Occupiers;
- (c) the device is not likely to cause damage to a Lot;
- (d) the device is not likely to be a danger to Owners and Occupiers of the Strata Scheme; and
- (e) the device complies with the Building Code of Australia (as defined in the *Environmental Planning and Assessment Regulation 2000*) and other applicable laws and regulations including fire safety laws.

#### 5.7 CCTV system

Despite any other provision of this clause 5, the consent of the Owners Corporation is not required for the installation of CCTV systems within components of the Strata Scheme other than the Residential Component.

### Barbecues

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#### 6.1 Your rights

You may store and operate a portable barbeque on the Balcony of your lot if:

- (a) it is a type permitted under this clause 6;

This is page 71 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*RAYAN LOU*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) You keep it covered when You are not operating it;
- (e) You keep it clean and tidy;
- (f) You comply with this clause 6;
- (g) the barbeque does not interfere with the fire safety equipment and to the extent that it does and associated costs including in respect of false alarms will be charged to the Lot Owner.

## **6.2 Types of portable barbeques**

The types of barbeques permitted under this clause 6 are:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas portable barbeque fitted with a gas cylinder of a maximum capacity of 4.5 kg;
- (c) an electric portable barbeque; or
- (d) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

## **6.3 Operating a portable barbeque**

You may operate a barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

## **6.4 Interference**

If You use a portable barbeque on the Balcony of your Lot, You must not create smoke, odours or noise which unreasonably interferes with another Owner or Occupier.

## **External signage**

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### **7.1 Residential Component**

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Names:.....*Boy An F.O.D*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

If You are an Owner or Occupier of a Lot in the Residential Component, You must not erect, affix or display a sign in your Lot in the Residential Component or elsewhere in the Residential Component otherwise than in accordance with these by-laws.

## **7.2 External naming signage in the Commercial Component**

If You are an Owner or Occupier of the Commercial Component or part thereof, You may erect and display external naming signage (including under awning illuminated signage) for your tenancy provided that:

- (a) you obtain consent from all relevant Government Agencies;
- (b) you comply with the conditions of the development consents applicable to the Strata Scheme;
- (c) the signage must form part of a premium grade retail signage, as applicable, which is comparable to the standard of retail signage which prevails at comparable premium retail buildings in the locality and the principles specified in clause 7.6.

## **7.3 Maintaining signs**

You must:

- (a) properly maintain any sign erected according to this clause which services your tenancy in the Commercial Component or part thereof; and
- (b) where necessary, replace a sign which services your tenancy in the Commercial or part thereof and which requires replacement, whether or not you erected the sign.

## **7.4 Not used**

## **7.5 Powers of the Owners Corporation**

The Owners Corporation has the power to require you to remove any signage you have placed, installed or retained in your part of the Strata Scheme if the signage does not comply with, or is prohibited under, the provisions of this clause 7.

## **7.6 Branding Principles**

Without limiting any other provision of this by-law, the following principles apply to the branding of the Strata Scheme:

- (a) The components of the strata Scheme being the Commercial Component and Residential Component will be collectively referred to as "INSERT";

This is page 73 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*DAIAN FOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



- (b) all Branding which relates or refers to "INSERT" as a whole by any owner or occupier of a lot must be consistent with the status of "INSERT" as a premium grade mixed use development and must not detract from or adversely affect the status or value of "INSERT" or any part thereof;
- (c) the Residential Component will be named "INSERT" and must be Branded by any owner or occupier or a Lot in a manner which is consistent with the status of these components as a premium grade mixed use development and which is at all times:
  - (i) complimentary to; and
  - (ii) not adversely affecting or detracting from,the status, value, appearance and amenity of "INSERT" as a premium grade mixed use development; and
- (d) In this document, Branding means the erection of any signage and any advertising and marketing activities. Branded has a corresponding meaning.

## **Internal Shopfront Signage**

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### **8.1 Internal shopfront signage in the Commercial Component**

If You are an Owner or Occupier of the Lot in the Commercial Component or part thereof, You may erect signage in the internal shopfront of your tenancy provided that:

- (a) You obtain consent from all relevant Government Agencies;
- (b) You place the signage in an area which is not prohibited under any development consents applicable to the Strata Scheme;
- (c) the sign forms part of a premium grade retail fitout which is comparable to the standard of retail fitouts which prevails at comparable premium retail buildings in the locality.

### **8.2 Powers of the Owners Corporation**

The Owners Corporation has the power to require you to remove any signage You have placed, installed or retained in your part of the Strata Scheme if the item does not comply with, or is prohibited under, the provisions of this clause 8.

## **Works in the Commercial Component**

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This is page 74 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....BRYAN KOV.....

Signatures.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**9.1 Who must comply with this clause?**

You must comply with this clause 9 if you are the Owner or Occupier of a Lot in the Commercial Component.

**9.2 When will you need consent?**

You must obtain consent from the Owners Corporation before you carry out any Works which penetrate or affect the Common Property or any other Lot in the Strata Scheme. The Owners Corporations consent must be provided in circumstances where services connection drawings and electronic load calculations have been provided by suitably qualified engineers. The Owners Corporation shall provide consent within 2 weeks of such documentation being submitted together with a request for consent.

**9.3 No consent necessary**

Subject to clause 9.2, you do not need consent from the Owners Corporation to carry out the following Works:

- (a) connecting to services which are capped in your Lot provided that they do not exceed the load allowances;
- (b) installing lighting inside your Lot;
- (c) installing floor and wall coverings;
- (d) painting or decorating your Lot (subject to clause 11.3);
- (e) joinery, carpentry or shelving installations;
- (f) supplying and installing equipment in your Lot;
- (g) carrying out hot and cold water reticulation or electrical reticulation within your Lot;
- (h) carrying out internal plumbing and drainage works;
- (i) removing or moving stock and equipment; or
- (j) works to retail shop fronts or retail signs which otherwise comply with the requirements of this management statement.

## **Works to Common Property**

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**10.1 Common Property**

This is page 75 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN KOV*.....

Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

If you propose to carry out works to the common Property, You must obtain consent from the relevant Owners Corporation before carrying out the works. However, you do not need consent from an Owners Corporation:

- (a) to carry out minor works inside your Lot (eg. Hanging pictures or installing shelving);  
or
- (b) if the works are Works and you have complied with clause 9.

## **Works affecting the external appearance of the Strata Scheme**

---

### **11.1 General obligations**

If you propose to carry out works which may or will effect the external appearance of the Strata Scheme, you must obtain consent from the Owners Corporation before carrying out the works.

### **11.2 Powers of the Owners Corporation**

The Owners Corporation has the power to require you to remove any item you have placed, installed or retained in your part of the Strata Scheme if it alters the external appearance of the Strata Scheme if:

- (a) you do not have consent from the Owners Corporation or any other Government Agencies;
- (b) it detrimentally affects the external appearance of the Strata Scheme; or
- (c) it is in breach of a provision under any development consents applicable to the Strata Scheme.

### **11.3 Colour schemes and paintwork**

The owner of a Lot in the Residential Component must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or Common Property if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside your Lot; and
- (b) the proposed colour or surface changes or is not in keeping with the external appearance of the Strata Scheme.

This is page 76 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN LOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## Acoustic controls

---

### 12.1 Purpose

The purpose of this clause 12 is to maintain acceptable levels and duration of noise transmission between the various components of the Strata Scheme. It is important that You attempt to minimise noise You create which might interfere with Owners or Occupiers. To achieve this, this clause 12 provides controls about important issues like holding parties and playing musical instruments.

### 12.2 General obligations

The requirements in this clause 12 are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 12.7 You may practice or play musical instruments between certain hours. However, You must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

### 12.3 Noise which affects an Owner or Occupier

Subject to this clause 12, You must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

### 12.4 Equipment and machinery

You must ensure that equipment and machinery in your Lot or Common Property does not cause vibrations or noise in another part of the Strata Scheme (eg, tread mills, weight machines or washing machines).

### 12.6 Using power tools

You may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales unless otherwise approved by any relevant authority.

### 12.7 Playing musical instruments

You may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments except in the Commercial Component or any part thereof.

### 12.8 Playing music

This is page 77 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN LOU*.....

Signatures.....*[Signature]*.....

.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

You must not play live or other music which exceeds 65dB(A) at the boundary of your Lot before 7.00 am or after 11.00 pm, unless otherwise approved by any relevant authority in any Commercial Component or any part thereof.

## **12.9 Inside a Lot in the Residential Component**

If you are an Owner or Occupier of a Lot in the Residential Component. You must not:

- (a) carry out exercises in your Lot which result in rapid floor impact on the floor (for example, aerobics or running on the spot) If this causes noise or vibrations in adjoining Lots; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Lot from another Lot.

### **Some prohibitions**

You must not:

- (a) attach anything to or hang anything from a Balcony;
- (b) install a solid fuel burning appliance in the Strata Scheme;
- (c) enclose the Balcony of a Lot;
- (d) hang clothes, washing or similar items in any area that is visible from outside a Lot or a building in the Strata Scheme; or
- (e) attach or hang an aerial, security device or wires outside a Lot or a building in the Strata Scheme.

## **Application process**

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### **14.1 Making an application**

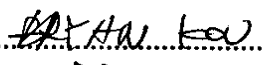
The Owners Corporation, acting reasonably, may, either generally or in specific cases, specify the plans, drawings and other documents which you must submit with your application under the Architectural Code.

### **14.2 What information must you include in your application?**

If you make an application under the Architectural Code, the application must:

- (a) be in writing;

This is page 78 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) include the plans, drawings and other documents specified by the Owners Corporation according to this clause 14 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Owners Corporation information to make a decision about your application.

However, the Owners Corporation may:

- (a) require you to submit additional plans, diagrams or other information which it has not specified according to clause 14.1 to assist in the decision making process; and
- (b) waive the requirements it makes under clause 14.1 about the plans, diagrams and other information which you must submit with your application.

#### **14.3 Lodging your application**

You must address your application to the Strata Manager.

#### **14.4 Discretion**

The Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

#### **14.5 Compliance with development consents and requirements of Government Agencies**

When considering an application under the Architectural Code, the Owners Corporation may give consent to the application) must comply with:

- (a) requirements of the relevant development consents applicable to the Strata Scheme; and
- (b) requirements of the relevant Government Agencies.

#### **14.6 Appointing consultants**

The Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg. an architect or engineer for applications affecting the external appearance).

#### **14.7 Paying the costs for a consultant**

The Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 14.

This is page 79 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

#### 14.8 Time frame for making a decision

Subject to this clause 14, the Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

#### 14.9 Time frame for making a decision where a consultant has been appointed

If the Owners Corporation appoints a consultant to review and make recommendations about an application, the Owners Corporation must make a decision about the application within 20 Business Days after the consultant's makes a recommendation to the Owners Corporation (or another period agreed between the parties).

#### 14.10 Notifying the applicant of a decision

The Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

### Approval process

---

#### 15.1 Conditional approvals

The Owners Corporation may make conditions if they approve an application. The conditions may include:

- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods or accessing the Strata Scheme to carry out the works.

#### 15.2 Revoking approval

The Owners Corporation may revoke their approval if an applicant does not comply with the conditions for the approval.

### Procedures for carrying out work

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#### 16.1 Procedures before you carry out work

Before You carry out works in the Strata Scheme, you must:

This is page 80 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*BRYAN KOV*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



- (a) arrange with the Owners Corporation, a suitable time and means by which to access the area in which You will carry out the work;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which You must access the Strata Scheme to carry out the work; and
- (c) ensure that contractors and any other persons involved In carrying out the work comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme to carry out the work.

## 16.2 Procedures when you carry out work

When you carry out works in the Strata Scheme, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors and approved by the Owners Corporation;
- (b) carry out the work in a proper and workmanlike manner which is consistent with the standard of the improvements and finishes within the Strata Scheme at the time of the works and to the reasonable satisfaction of the Owners Corporation;
- (c) regularly remove debris and leave all areas of the Common Property clean and tidy at all times; and
- (d) repair damage you (or persons carrying out the work on your behalf) cause to the Common Property or the property of an Owner or Occupier.

This is page 81 of a total of 81 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 97139 was affixed on the 20<sup>th</sup> day of August 2019 in the presence of:

Names:.....*RYAN FOU*.....

Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.







FOLIO: CP/SP63583

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SEARCH DATE	TIME	EDITION NO	DATE
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13/7/2023	10:35 AM	4	9/8/2019

## LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63583  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MATRAVILLE  
LOCAL GOVERNMENT AREA RANDWICK  
PARISH OF BOTANY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP63583

## FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 63583  
ADDRESS FOR SERVICE OF DOCUMENTS:  
442-444 BUNNERONG ROAD  
MATRAVILLE 2036

## SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 F986847 CROSS EASEMENTS (S181 B CONVEYANCING ACT, 1919)  
AFFECTING THE PARTY WALL(S) SHOWN ON THE COMMON  
BOUNDARY OF LOT 1 IN DP1015718 AND COMMON PROPERTY IN  
SP63583
- 3 G210838 CROSS EASEMENTS (S181 B CONVEYANCING ACT, 1919)  
AFFECTING THE PARTY WALL(S) SHOWN ON THE COMMON  
BOUNDARY OF COMMON PROPERTY IN SP63583 AND LOT 2 IN  
DP209761
- 4 DP1015495 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN  
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AP451756 CONSOLIDATION OF REGISTERED BY-LAWS
- 6 AP451756 INITIAL PERIOD EXPIRED

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

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### STRATA PLAN 63583

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 14	2	- 14	3	- 17	4	- 17
5	- 19	6	- 19				

END OF PAGE 1 - CONTINUED OVER

TW:HD:6585

PRINTED ON 13/7/2023

FOLIO: CP/SP63583

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

TW:HD:6585

PRINTED ON 13/7/2023

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

# PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd  
DX 578  
SYDNEY NSW

**Description of land:** Lot 11 SP 97139

**Address:** 303/448 Bunnerong Road, MATRAVILLE NSW 2036

**Date of Certificate:** 13 July 2023

**Certificate No:** 66333

**Receipt No:** 5243636

**Amount:** \$67.00

**Reference:** TW:HD:6585:77740

This planning certificate should be read in conjunction with the **Randwick City Council Local Environmental Plan 2012**. This is available on the NSW Legislation website at <https://www.legislation.nsw.gov.au/#/view/EPI/2013/36>

The land to which this planning certificate relates, being the lot or one of the lots described in the application made for this certificate, is shown in the Council's record as being situated at the "Address" stated above. The legal "description of land" (by lot(s) and DP/SP numbers) is obtained from NSW Land Registry Services. It is the responsibility of the applicant to enquire and confirm with NSW Land Registry Services the accuracy of the lot(s) and DP/SP numbers pertaining to the land for which application is made for the certificate.

*There is more information about some property conditions than is included on this property certificate.*

*If this case, after the condition text, there is a URL and a square bar code or 'QR code' which provides the address of a page on the Randwick City Council website.  
You will need internet access and either:*

1. **Download a QR code scanner** app to your phone and scan the QR code  
or
2. **Type the URL** into your internet browser



## INFORMATION PROVIDED UNDER SECTION 10.7 (2)

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 and Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (as amended), the following prescribed matters relate to the land as at the date of this certificate. The information provided in reference to the prescribed matters has been obtained from Council's records and/or from other authorities/government department. The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Please contact Council's Strategic Planning team on 1300 722 542 for further information about this Planning Certificate.

### 1 Names of relevant planning instruments and DCPs

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

#### State Environmental Planning Policies (SEPPs)

- |  |  |
|--|--|
| • <b>Biodiversity and Conservation SEPP 2021</b> | - Chapter 2 – Vegetation in non-rural areas                            |
| • <b>Biodiversity and Conservation SEPP 2021</b> | - Chapter 6 – Bushland in urban areas                                  |
| • <b>Housing SEPP 2021</b>                       | - Chapter 2 – Affordable Housing                                       |
| • <b>Housing SEPP 2021</b>                       | - Chapter 2, Part 3 – Retention of affordable rental housing           |
| • <b>Housing SEPP 2021</b>                       | - Chapter 3, Part 5 – Housing for seniors and people with a disability |
| • <b>Housing SEPP 2021</b>                       | - Chapter 3, Part 9 – Caravan Parks                                    |
| • <b>Industry and Employment SEPP 2021</b>       | - Chapter 3 – Advertising and Signage                                  |
| • <b>Planning Systems SEPP 2021</b>              | - Chapter 2 – State and regional development                           |
| • <b>Planning Systems SEPP 2021</b>              | - Chapter 4 – Concurrences and consents                                |
| • <b>Resilience and Hazards SEPP 2021</b>        | - Chapter 2 – Coastal management                                       |
| • <b>Resilience and Hazards SEPP 2021</b>        | - Chapter 3 – Hazardous and Offensive Development                      |
| • <b>Resilience and Hazards SEPP 2021</b>        | - Chapter 4 – Remediation of Land                                      |
| • <b>Resources and Energy SEPP 2021</b>          | - Chapter 2 – Mining, petroleum production and extractive industries   |
| • <b>Transport and Infrastructure SEPP 2021</b>  | - Chapter 2 – Infrastructure   |
| • <b>Transport and Infrastructure SEPP 2021</b>  | - Chapter 3 – Educational establishments and childcare facilities      |
| • <b>Transport and Infrastructure SEPP 2021</b>  | - Chapter 5 – Three Ports – Port Botany, Port Kembla and Newcastle     |
| • <b>Codes SEPP 2008</b>                         | - (Exempt and Complying Development Codes) 2008                        |
| • <b>SEPP No. 65</b>                             | - Design Quality of Residential Flat Development                       |
| • <b>BASIX SEPP 2004</b>                         | - BASIX (Building Sustainability Index) 2004                           |
| • <b>MCP SEPP 2007</b>                           | - (Miscellaneous Consent Provisions) 2007                              |

**Note:** Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning and Environment 1300 420 596 or [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

#### Local Environmental Plan (LEP) Gazetted 15 February 2013

- **Randwick LEP 2012 (Amendment No1) - Gazetted 21 November 2014**



Applies to part of Royal Randwick Racecourse (identified as "Area A" on the LEP Additional Permitted Uses Map). Permits additional uses of hotel or motel accommodation, serviced apartments and function centres with development consent.

- **Randwick LEP 2012 (Amendment No2) - Gazetted 2 April 2015**  
Applies to land at Young Street Randwick – Inglis Newmarket Site (shown as Area 1 on the LEP Key Sites Map). Amendment to planning controls, including zoning, height of buildings, heritage items and heritage area, FSR (subject to new Clause 6.16) and inclusion of the site as a Key Site.
- **Randwick LEP 2012 (Amendment No3) - Gazetted 15 July 2016**  
Amends Schedule 1 to include 'childcare centre' as an additional permitted use (with development consent) at 270 Malabar Road, Maroubra (Lot 3821, DP 752015).
- **Randwick LEP 2012 (Amendment No4) - Gazetted 25 January 2018**  
Applies to part of the land at 1T Romani Way, MATRAVILLE (Lot 1 DP 107189). Amendment to planning controls, including zoning, height of buildings and FSR.
- **Randwick LEP 2012 (Amendment No5) - Gazetted 17 August 2018**  
Applies to subdivision of dual occupancies (attached) in the Zone R2 Low Density Residential for which development consent was granted before 6 July 2018. Permits development consent to be granted for the Torrens Title or Strata subdivision of a dual occupancy if the development meets certain standards specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- **Randwick LEP 2012 (Amendment No 6) – Gazetted 22 February 2019**  
Applies to the following land in Coogee, 38 Dudley Street (Lot 17 DP 6489), 40 Dudley Street (Lot 18 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229), 46 Dudley Street (Lot 2 in DP 952229) and 122 Mount Street (Lot 22 DP 6489) by incorporating these properties into the Dudley Street Heritage Conservation Area. Further, 38 Dudley Street (Lot 17 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229) and 122 Mount Street (Lot 22 DP 6489) have been listed as local heritage items in Schedule 5 the Randwick LEP 2012.
- **Randwick LEP 2012 (Amendment No 7) – Gazetted 10 July 2020**  
Applies to the following land in Coogee, 39 Dudley Street (Lot B DP 301192), 41 Dudley Street (Lot C DP 301192) and 148 Brook Street (Lot B DP 305284) which have now been listed as Local Heritage Items in Schedule 5 the Randwick LEP 2012.
- **Randwick LEP 2012 (Amendment No. 8) - Gazetted 14 August 2020**  
Applies to all land located within the Kensington and Kingsford town centres. Amendment to planning controls to include maximum height of buildings, FSR, Non-residential FSR, active street frontages, affordable housing inclusionary zoning, a Community Infrastructure Contribution, design excellence and architectural competition requirements and inclusion of the following land in the B2 Local Centre zone: 7 Addison Street KENSINGTON NSW 2033 (SP 11800), 157 Todman Avenue KENSINGTON NSW 2033 (SP 45348), 16,18 & 20 Barker Street, KENSINGTON NSW 2033 (Lot 1 DP 950767, Lot 1 DP 954209 & SP 65941), 582-584 Anzac Parade KINGSFORD NSW 2032 (Lot 1 DP 516025), 586-592 Anzac Parade KINGSFORD NSW 2033 (Lot 1 DP 942606, Pt Lot 1 DP 949009), 63 Harbourne Road, KINGSFORD NSW 2032 (SP 39850) and 12,14,16 & 18 Rainbow Street KINGSFORD NSW 2032 (Lot 13 DP 6134, SP 45197, Lot 15 DP 6134 & Lot 16 DP 6134).
- **Randwick LEP 2012 (Amendment No 10) – Gazetted 28 April 2023**  
Applies to 11A Marcel Avenue Coogee (Lot 51 DP 318884) which has been listed as a Local Heritage Item in Schedule 5 of the Randwick LEP 2012. Further, the boundary of the adjacent Moira Crescent Heritage Conservation Area is extended to incorporate the property at 11A Marcel Avenue Coogee.

#### Development control plans that apply to the carrying out of development on the land

- **Randwick DCP adopted by Council on the 28 May 2013 and came into effect on the 14<sup>th</sup> of June 2013**  
Provides detailed planning controls and guidance for development applications



- **Amendment to Randwick DCP 2013 Newmarket Green, Randwick (E5)**  
Site-specific DCP controls to supplement Randwick LEP 2012 (Amendment No 2)
- **Amendment to Randwick DCP 2013, Public Notification (A3)**  
Section A3 of the DCP was repealed on the 15 January 2020. The Randwick City Council Community Participation Plan now guides notification requirements previously outlined in Section A3.
- **Amendment to Randwick DCP 2013, Kensington and Kingsford Town Centres (E6)**  
Section E6 of the DCP provides Centre based and site specific DCP controls for land in the Kensington and Kingsford Town Centres.

*(2) 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.*

- **State Environmental Planning Policy (Sustainable Buildings) 2022 – to commence on 1<sup>st</sup> October 2023**
- **On the 15<sup>th</sup> of May 2019, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress a Planning Proposal to amend Schedule 5 of the Randwick Local Environmental Plan 2012 (RLEP) which relates to Environmental Heritage. Part of the proposal seeks to create a new Heritage Conservation Area (HCA) known as 'Edgecumbe Estate' incorporating properties at 142A to 152 Brook Street, COOGEE, 37 to 41 Dudley Street, COOGEE and 5 Edgecumbe Avenue, COOGEE. The proposal was publicly exhibited from Tuesday 28 May to 25 June 2019 and the proposal is now subject to due process.**
- **On the 12 September 2021, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress the Comprehensive Planning Proposal to amend the Randwick Local Environmental Plan 2012 (RLEP). The public exhibition period for the proposal is Tuesday 31 May to Tuesday 5 July 2022. The proposal is now subject to due process. Key changes proposed as part of the Draft Planning Proposal include:**
  - **New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas proximate to the light rail alignment or town and strategic centres**
  - **Application of an Affordable Housing Contribution Scheme in the five Housing Investigation Areas**
  - **Changes to controls for the construction and subdivision of attached dual occupancies in the R2 Low Density Residential zone**
  - **Proposed new heritage items, archaeological sites and boundary adjustments to heritage conservation areas**
  - **Controls to promote environmental resilience**
  - **Strengthening open space requirements and creation of new open space zones**
  - **Supporting a diverse, safe and inclusive night time economy through changes to zone objectives and new exempt development provisions**
  - **New planning controls including changes to zoning and density of 20 neighbourhood clusters zoned residential to protect existing shops and businesses**
  - **New employment zones to replace existing B1 Neighbourhood Centre, B2 Local Centre and IN1 Light Industrial zones to align with State government reforms**
  - **Updating land zoning and development control maps to reflect the Randwick Hospital Expansion area and the Randwick Racecourse (Light Rail Stabling Yard)**
  - **Rezoning and increased development standards for several sites based on owner-initiated rezoning requests; and**
  - **Housekeeping amendments to correct zoning and boundary anomalies.**

**For further information on the Comprehensive Planning Proposal, please see the link provided below:**



[www.randwick.nsw.gov.au/planning-and-building/planning/local-environmental-plan-lep/randwick-comprehensive-planning-proposal](http://www.randwick.nsw.gov.au/planning-and-building/planning/local-environmental-plan-lep/randwick-comprehensive-planning-proposal)



(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

**proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## **2 Zoning and land use under relevant LEPs**

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

- (a) The identity of the zone, whether by reference to —
  - (i) a name, such as "Residential Zone" or "Heritage Area", or
  - (ii) a number, such as "Zone No 2 (a)",
- (b) the purposes for which development in the zone—
  - (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,

**Zone E1** (Local Centre) in Randwick LEP 2012.

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

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To maximise public transport patronage and encourage walking and cycling.
- To facilitate a high standard of urban design and pedestrian amenity that contributes to achieving a sense of place for the local community.
- To minimise the impact of development and protect the amenity of residents in the zone and in the adjoining and nearby residential zones.
- To facilitate a safe public domain.
- To support a diverse, safe and inclusive day and night-time economy.

### **2. Permitted without consent**

Home occupations; Recreation areas





### 3. Permitted with consent

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Dwelling houses; Entertainment facilities; Function centres; Group homes; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

### 4. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; 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); Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

*(c) whether additional permitted uses apply to the land,*

The land IS NOT subject to any additional permitted uses.

*(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,*

The land IS NOT subject to any development standards that fix minimum land dimensions for the erection of a dwelling house.

*(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,*

The land DOES NOT include or comprise a critical habitat area under the Threatened Species Conservation Act 1995.

*(f) Whether the land is in a conservation area, however described*

The land IS NOT located in a heritage conservation area under the Randwick LEP 2012.

*(g) whether an item of environmental heritage, however described, is located on the land.*

The land IS NOT listed as a heritage item under the Randwick LEP 2012.

The land IS NOT listed on the State Heritage Register under Heritage Act 1977.

### 3 Contributions plans

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

*(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*





Randwick City Council Section 7.12 (previously Section 94A) Development Contributions Plan (effective 21 April 2015).

#### **4 Complying Development**

*(1) If the land is land on which complying development may 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.*

*(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*

*(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*

- (a) a restriction applies to the land, but it may not apply to all of the land, and*
- (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*

*(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

#### **Housing Code**

Complying development under the Housing Code **MAY** be carried out on the land.

#### **Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the land.

#### **Rural Housing Code**

Complying development under the Rural Housing Code **MAY** be carried out on the land.

#### **Housing Alterations Code**

Complying development under the Housing Alterations Code **MAY** be carried out on the land.

#### **General Development Code**

Complying development under the General Development Code **MAY** be carried out on the land.

#### **Commercial and Industrial Alteration Code**

Complying development under the Commercial and Industrial Alteration Code **MAY** be carried out on the land.

#### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** be carried out on the land.

#### **Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code **MAY** be carried out on the land.



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## **Subdivisions Code**

Complying development under the Subdivisions Code **MAY** be carried out on the land.

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## **Demolition Code**

Complying development under the Demolition Code **MAY** be carried out on the land.

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## **Fire Safety Code**

Complying development under the Fire Safety Code **MAY** be carried out on the land.

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A copy of the Codes SEPP is available at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). For further information please call the Department of Planning and Environment Centre on Free call 1300 305 695.

**Note:** To be complying development, the development must meet the General requirements set out in clause 1.18 of the Codes SEPP. Development must also meet all development standards set out in the relevant code.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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## **5 Exempt Development**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environment Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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## **Division 1 General Code**

Exempt development under the Code **MAY** be carried out on the land.

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## **Division 2 Advertising and Signage Code**

Exempt development under the Code **MAY** be carried out on the land.



## **Division 3 Temporary Uses and Structures Code**

Exempt development under the Code **MAY** be carried out on the land.

## **Division 4 Special Provisions – COVID 19**

Repealed

**Note:** Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

**Note:** Under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, demolition of a heritage item, draft heritage item, in a heritage conservation area, or a draft conservation area is not permitted.

**Note:** In heritage conservation areas and draft heritage conservation areas, some exempt development types may be restricted to the rear yard only.

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

- (1) *Whether the council is aware that—*
- (a) *an affected building notice is in force in relation to the land, or*
  - (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
  - (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*

- (2) *In this section—*

**affected building notice** has the same meaning as in the Building Products (Safety) Act 2017, Part 4.  
**building product rectification order** has the same meaning as in the Building Products (Safety) Act 2017.

The land IS NOT affected by any notice or order within the meaning of the Building Products (Safety) Act 2017.

## **7 Land reserved for acquisition**

*Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.*

### State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at NSW Legislation – In force legislation. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.

### Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Department of Planning and Environment Have Your Say webpage for Draft plans and policies. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.



#### Local Environmental Plan

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in section 1 that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

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

*Whether the land is affected by road widening or road realignment under—*

*(a) the Roads Act 1993, Part 3, Division 2, or*

The land IS NOT affected by any road widening or road realignment under the Roads Act 1993, Part 3, Division 2.

*(b) an environmental planning instrument, or*

The land IS NOT affected by any road widening or road realignment under the provisions of Randwick LEP 2012.

*(c) a resolution of the Council.*

The land IS NOT affected by any resolution of the Council for any road widening or road realignment.

**Note:** This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

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

*(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.*

**No.**

*(2) If 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.*

**No.**

*(3) In this section—*

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

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

**Note:** The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available on Council's website.

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

*(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*



Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence; salinity, coastal hazards, or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulphate soils; contamination; low-lying lands; aircraft noise; Malabar Treatment Plant odour; and Former Matraville Incinerator land.

(2) *In this section—*

**adopted policy** means a policy adopted—

(a) *by the Council, or*

Excluding Councils Contaminated Land Policy, the subject land IS NOT affected by any other council policy relating to hazard risk restrictions.

(b) *by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.*

The land **IS** affected by a policy adopted by a public authority as follows:

Acid Sulphate Soils Manual, which forms part of an 'all of government' approach to the management of acid sulphate soils in NSW. The manual provides information on the formation of acid sulphate soil, the likely effects if it is to be disturbed and best practice in the assessment and management of works undertaken in acid sulphate area. Acid Sulphate Soils Planning Maps have been prepared by the Department of Land and Water Conservation, and apply to Randwick City. The Manual and Maps are available to view at Council.

**For more information please see**

[www.randwick.nsw.gov.au/149-AcidSulfate](http://www.randwick.nsw.gov.au/149-AcidSulfate)



## **11 Bush fire prone land**

(1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*

(2) *If none of the land is bush fire prone land, a statement to that effect.*

The land IS NOT bush fire prone land (as defined in the Act).

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

*If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.*

The land DOES NOT include any residential premises (within the meaning of the Home Building Act 1989, Part 8, Division 1A) that are listed on the register kept under that Division.

## **13 Mine subsidence**

*Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.*



The land IS NOT declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

#### **14 Paper subdivision information**

(1) *The name of a development plan adopted by a relevant authority that—*

- (a) *applies to the land, or Page 151 Environmental Planning and Assessment Regulation 2021 [NSW] Schedule 2 Planning certificates Published LW 17 December 2021 (2021 No 759)*
- (b) *is proposed to be subject to a ballot.*

(2) *The date of a subdivision order that applies to the land.*

(3) *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

The land IS NOT land to which a development plan or subdivision order applies.

#### **15 Property vegetation plans**

*If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.*

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003, Part 4 applying to the land.

#### **16 Biodiversity stewardship sites**

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.*

Council HAS NOT been notified that the land is a biodiversity stewardship site by the Biodiversity Conservation Trust.

**Note:** Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

#### **17 Biodiversity certified land**

*If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.*

The land IS NOT biodiversity certified land.

**Note:** Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

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

*Whether an order has been made under Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.*

The land IS NOT land to which an order under Trees (Disputes Between Neighbours) Act 2006 applies.



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

- (1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*
- (2) *In this section—*  
**existing coastal protection works** *has the same meaning as in the Local Government Act 1993, section 553B.*

**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.

Not applicable.

## 20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

*Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is—*

- (a) *in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or*
- (b) *shown on the Lighting Intensity and Wind Shear Map, or*
- (c) *shown on the Obstacle Limitation Surface Map, or*
- (d) *in the "public safety area" on the Public Safety Area Map, or*
- (e) *in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.*

Not applicable.

## 21 Site compatibility certificates and conditions for seniors housing

*If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).*

The land IS NOT subject of a current site compatibility certificate (of which the Council is aware) that has been issued under Chapter 3, Part 5 of the Housing SEPP 2021.

## 22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*
  - (a) *the period for which the certificate is current, and*
  - (b) *that a copy may be obtained from the Department.*
- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).*
- (3) *Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).*
- (4) *In this section— former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.*

The land IS NOT subject to a current or former site compatibility certificate (of which the council is aware) for affordable rental housing.





### **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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*

The land IS NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

*(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

The land IS NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.

*(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,*

The land IS NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

*(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

The land IS NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

*(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate,*

Council HAS NOT received a copy of a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

**Note.** Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

**Stella Agagiotis**  
**Manager Strategic Planning**  
**1300 722 542**

Date: 13-Jul-2023





**NOTE:**

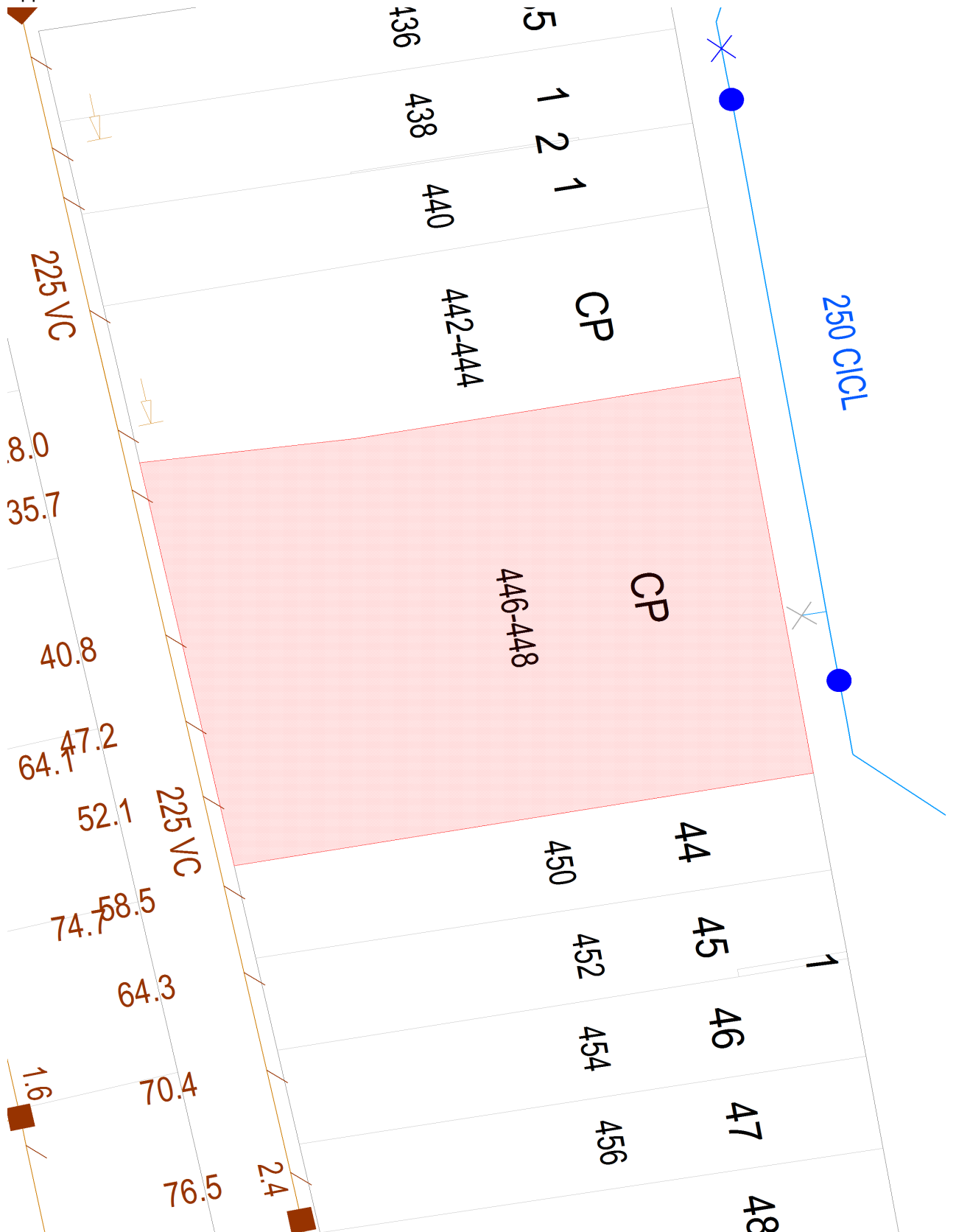
**Section 10.7(5) Matters:**

You may also wish to obtain advice on additional relevant matters affecting the land, under section 10.7(5) of the Environmental Planning and Assessment Act 1979. This advice relates to the following matters:

- Council resolutions to prepare draft local Environmental Plans.
- Terrestrial Biodiversity
- Foreshore Scenic Protection Areas
- Ground Water extraction embargo or water shortage area
- Ground water investigations of 128 Barker St. Randwick (Service Station)
- Flood Studies
- Resident Parking Schemes

# Service Location Print

Application Number: 8002628365



Document generated at 13-07-2023 10:50:23 AM

## Disclaimer

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

### Disclaimer

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## 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**.

