

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 92493988	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38, 112-122 McEvoy Street, Alexandria NSW 2015		Phone: 02 9699 9179 Fax: 02 9699 9793 Ref:
co-agent			
vendor	NORA GISELA ORTIZ		
vendor's solicitor	J S Pinto & Co Level 1, 82-86 New Canterbury Road Petersham NSW 2049		Phone: 02 9560 0977 Fax: 02 9569 0822 Ref: 18698
date for completion	42 days after the contract date	(clause 15)	Email: j.pinto@jspintolawyers.com
land	236/18 LUSTY STREET, WOLLI CREEK NSW 2205		
(Address, plan details and title reference)	LOT 236 IN STRATA PLAN 69506 236/SP69506		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated) (if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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 further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

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 email address:

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

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

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 4.3);
 - 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; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

CERTIFICATE UNDER SECTION 66W
OF CONVEYANCING ACT 1919

I _____ [name]
 of _____ [address]

certify as follows:

1. I am a Solicitor 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:
 _____ [address]
 from _____
 _____ [vendor]
 to _____
 _____ [purchaser]
 in order that there is no cooling off period in relation to the contract.
3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
4. I have explained to:
 - * the purchaser
 - * each of the purchasers
 - * an officer or person involved in the management of the affairs of the purchaser corporations
 - (1) the effect of the contract for the purchase of the property;
 - (2) the nature of this certificate;
 - (3) the effect of giving this certificate to the vendor, ie that:
 - * the cooling off period under section 66S of the Conveyancing Act is shortened to the date specified in paragraph 2.
 - * there is no cooling off period in relation to the contract.

DATED: _____ day of _____ 20 ____.

 Signature of Solicitor for Purchaser(s)

* delete where not applicable

Additional conditions forming part of Contract for the Sale of Land – 2019 Edition:

32. AMENDMENTS TO PRINTED CONDITIONS

- 32.1 Delete clause 4.3.
- 32.2 Delete clause 5.2.3.
- 32.3 Substituting in clause 7.1.1 "\$1: in place of "5% of the price".
- 32.4 Substituting in clause 7.1.3 the words "14 days" with the words "7 days".
- 32.5 Substituting in clause 7.2.1 the amount "10% with the amount "1%".
- 32.6 Deleting in clause 7.2.4 the words "and the costs of the purchaser".
- 32.7 Deleting in clause 8.1 the words "reasonable grounds".
- 32.8 Adding to clause 10.1 to the first line the words "or delays completion" after the word "terminate".
- 32.9 Deleting in clause 10.1.8 the words "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 32.10 Deleting in clause 10.1.9 the words "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 32.11 Adding in clause 10.2 after the word "rescind" the words "requisition, claim".
- 32.12 Delete clause 11.
- 32.13 Delete clause 12.
- 32.14 Delete clause 13.8.
- 32.15 Deleting in clause 14.4.2 and replace with the following clause "on the amount of land tax paid or payable by the vendor (or by a predecessor in title) as assessed by the Office of State Revenue on the taxable value of the land".
- 32.16 Deleting in clause 16.5 the words "plus another 20% of that fee".
- 32.17 Deleting from clause 16.8 "\$10" and substitute with "\$5".
- 32.18 Amending in clause 23.2 by adding after the words "normal operating expenses" with the words "including insurance premiums paid by the vendor but properly payable by the Owners Corporation".
- 32.19 Deleting from clause 23.9.1 "1%" and replace "5%".
- 32.20 Delete clause 23.9.3.
- 32.21 Delete clause 23.14.
- 32.22 Delete clause 23.17.2.
- 32.23 Delete clause 24.1.

33. CAVEAT

Whilst the Vendor is not in default of his obligations under this Contract, the Purchaser shall not lodge a caveat on the title to the Property prior to completion.

34. CREDIT CODE

- 34.1 The Purchaser warrants to the Vendor that –
 - 34.1.1 the Purchaser has not made known to the Vendor or to any person, representative or agent acting on behalf of the Vendor that the Purchaser requires credit to enable the Purchaser to complete this contract; and
 - 34.1.2 this contract is not subject to, nor the subject of, any application for credit.
- 34.2 The Purchaser by his execution hereof declares to the Vendor that he is satisfied as to the reasonableness of all of the terms of any credit contract (if any) which the Purchaser has entered into, or intends to enter into, to enable it to complete this contract.
- 34.3 The Vendor discloses that he has entered into this contract (and may enter into other contractual obligations on or after the date of this contract), relying upon the warranties, representations and declarations made by the Purchaser in this clause.
- 34.4 The Purchaser acknowledges that he is (and will remain) liable to the Vendor for any loss or damage the Vendor may incur as a result of a breach of any Purchaser's warranty notwithstanding that the Purchaser may allege a right to terminate this contract pursuant to the provisions of the Consumer Credit Code.

35. ENTIRE AGREEMENT

- 35.1 The Purchaser acknowledges that he does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this contract.
- 35.1 The Purchaser warrants that he has entered into this Contract based on his own enquiries including enquiries as to the nature of the Property, the purposes for which the Property may be used, the neighbourhood in which the Property is located, the rights and privileges relating to the Property and the financial, income and capital return that may be expected to be received from the Property.

36. DEATH LIQUIDATION

- 36.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a party at law or in equity had this clause not been included herein should a party and if more than one party then any one of them prior to completion:
- 36.1.1 die or become mentally ill or is declared bankrupt; or
- 36.1.2 in the case a party is a corporation enters into any scheme or arrangement for the benefit of its creditors, or an order is made to wind up that party, or a liquidator, administrator or official manager is appointed in respect of that party then the other party may rescind the within contract by notice in writing whereupon the provisions of Clause 19 hereof shall apply.

37. SALE SUBJECT TO ENCUMBRANCES

The Property is sold and the Purchaser shall take title subject to all matters including rights of way, covenants and easements noted on the relevant Certificate of Title and the Purchaser shall make no requisition objection or claim for compensation in respect of the same.

38. RELEASE OF ENCUMBRANCE

- 38.1 Upon completion the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage, Surrender of Lease, Withdrawal of Caveat or Release of Encumbrance as the case may be in registrable form in respect of any Mortgage, Lease, Caveat or Encumbrance registered on the title to the property and to which the within sale is not subject (other than any Caveat or Encumbrance lodged by the Purchaser or any party claiming through the Purchaser).
- 38.2 The Vendor will allow the Purchaser the registration fee payable on any such Discharge, Surrender, Withdrawal or Release and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage, Surrender of Lease, Withdrawal of Caveat or Release of Encumbrance as the case may be prior to completion.

39. EXPLORATION LICENCES

- 39.1 The Vendor discloses that the Property may lie within an area over which the Electricity Commission of NSW holds a petroleum exploration licence for oil and gas.
- 39.2 The Purchase will make no objection, requisition or claim for compensation should a certificate from Electricity Commission of NSW disclose that the Property the subject of the within contract lies within an area over which the commission holds such a petroleum exploration licence.

40. SERVICES

- 40.1 The Purchaser acknowledges that the Purchaser is purchasing the property and shall take title thereto subject to the water, sewerage and drainage, gas and electricity, telephone or other installations or services (if any) that the Vendor shall provide on completion and shall not make any requisition objection or claim for compensation in respect of:

- 40.1.1 the nature, location, availability or non-availability of any such services;
- 40.1.2 if any such services is a joint service with any other property or properties;
- 40.1.3 if any services for any other property or properties or the pipes or connections therefore pass through the subject property;
- 40.1.4 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; or
- 40.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or the mains pipes or connections thereof.

41. DRAINAGE DIAGRAM

- 41.1 The Purchaser acknowledges that the drainage diagrams and sewer reference sheets attached to this Contract are those currently available from Sydney Water.
- 43.2 The Purchaser may not make any requisition or claim in respect of the water, sewerage and drainage works that may have been installed in or carried out on the Property and the Property and not shown on the drainage diagrams and sewer reference sheets attached to this Contract provided that any works are carried out with the approval of Sydney Water.

42. Property Sold in Present Condition

Without in any manner excluding modifying or restricting the rights of the Purchaser under section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations:

- (a) The property is sold in its condition and state of repair (including structural repair) at the date of this Contract, and subject to all faults and defects both latent and patent, and any infestation and dilapidations, and the Purchaser shall not make any objection, requisition or claim for compensation or attempt to delay completion regarding the same;
- (b) No objection, requisition or claim for compensation or attempt to delay completion shall be made by the Purchaser should any water or sewerage main or any underground or surface stormwater pipe or drain pass through, over or under or should any sewer manhole or vent be upon the property or should the down pipes be connected with the sewer; and
- (c) No objection requisition claim for compensation or attempt to delay completion shall be made by the Purchaser on account of the Vendor not being in possession of a survey report in regard to the property and the Purchaser shall satisfy itself as to the position of any improvements on the property or the compliance or otherwise of any improvements on the property or the compliance or otherwise of any improvements on the property with the provisions of the Local Government Act.
- (d) If the improvements on the property include a swimming pool then:
 - i) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act and the regulations prescribed under that Act.
 - ii) The Purchaser agrees that after the date of this Contract, the Purchaser will be the party who is obligated to comply with the requirements relating to the swimming pool including those relating to fencing, access and the erection of a warning notice, regardless as to when such notice may have been issued.

43. FURNISHINGS AND CHATTELS

The items of furnishings and chattels referred to in this contract are included in the sale without further consideration and are sold in their existing physical condition and state of repair and the Purchaser shall make no objection, requisition or claim for compensation in respect thereof.

44. COMPLETION

- 44.1 Completion of this Contract shall take place on the Completion date.

- 44.2 If the Purchaser does not complete this Contract on or before the Completion date then the Purchaser must pay to the Vendor on completion or termination of this Contract (whichever first occurs) in addition to the balance of the purchase price:
- 44.2.1 interest on that balance purchase price at the rate of ten per cent (10%) per annum calculated from the Completion date to but excluding the day of actual completion or termination calculated on daily balances; and
 - 44.2.2 the sum of \$330.00 being the costs (inclusive of GST) of the solicitors for the Vendor arising of the Purchaser failing to complete this Contract on the Completion date.
- 44.3 Payment of the monies referred to in clause 43.2 is an essential term of this Contract.
- 44.4 Nothing in this contract shall have the effect of requiring either party to complete this contract between 23rd day of DECEMBER in the year in which this contract was made and the 14th day of JANUARY in the following year.

45. NOTICE TO COMPLETE

- 45.1 In the event that either party hereto becomes entitled to serve a notice on the other party making time of the essence of this contract both parties agree that such notice may require compliance with that notice not earlier than fourteen (14) days from the date or day the notice is given or served.
- 45.2 The parties hereto acknowledge that for the purposes of clauses 15 and 45 of this Contract a Notice to Complete requiring completion not earlier than fourteen (14) days from the date or day the notice is given or served shall be deemed to be a sufficient period for completion of this contact.

46. REQUISITIONS ON TITLE

- 46.1 The Purchaser will make general requisitions on title only in the form of the Standard Requisitions.
- 46.2 In this clause "Standard Requisitions" means the form of requisitions annexed and marked "A".

47. RELEASE OF DEPOSIT

- 47.1 Notwithstanding the provisions of clauses 2 and 3 of this Contract the Purchaser gives to the Vendor permission to use the deposit or any part of it as a deposit upon the purchase by the Vendor of a freehold property and to pay stamp duty on the contract for the purchase thereof.
- 47.2 If the Vendor requires the use of the deposit or any part of it for the purpose or purposes aforesaid the stakeholder is hereby given permission by the parties to this agreement to release the deposit or any of it to the Vendor for such purposes and upon receipt of a direction by the Vendor requiring the release of the deposit the stakeholder shall account for it to the Vendor and thereupon cease to be a stakeholder.
- 47.3 The Vendor covenants not to use the deposit for any purposes other than as stipulated in this clause.
- 47.4 Pending release of the deposit in accordance with this clause, the parties agree that the deposit monies paid shall be invested in accordance with clause 3 of this Contract.

48. DEPOSIT BOND

- 48.1 This clause applies in the event that the Purchase meets the deposit requirements under this Contract by providing a Bond.

- 48.2 In this clause Bond means the Deposit Bond/Bank Guarantee a copy of which is annexed hereto and marked with the letter "B".
- 48.3 Subject to the provisions of this clause, the delivery of the Bond upon or before the making of this Contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 48.4 The Purchaser shall pay
- 48.4.1 the amount stipulated in the Bond to the Vendor by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor; and
- 48.4.2 on completion an amount equivalent to the interest that the Vendor would have received had the Purchaser paid a cash deposit equivalent to 10% of the purchase price.
- 48.5 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the person nominated in the Contract to hold the deposit.
- 48.6 The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under this Contract.
- 48.7 In the event that the Vendor makes a claim under the Bond in circumstances where the Vendor is entitled to make such a claim and the proceeds of the Bond are not for any reason paid to the Vendor, then the Purchaser will forthwith provide other security for the monies that would have been received by the Vendor under the Bond. The Purchaser authorises the Vendor to place a Caveat and/or to take a charge over any property or assets owned by the Purchaser to secure the payment of the monies referred to in this clause.
- 48.8 This clause 47 is an essential term of this Contract.

49. AGENCY WARRANTY

- 49.1 The Purchaser warrants that he was not introduced to the property or to the Vendor by any agent other than the Vendor's Agent and will indemnify and keep indemnified the Vendor against any claim for compensation, damages and other actions which may be threatened or brought by any other agent in respect of this sale arising out of a breach of this warranty.
- 49.2 It is agreed and declared that this clause shall not become merged or extinguished on completion of this sale.

50. DISCLOSURES

50.1 Schedule 1

- (a) The purchaser is not entitled to:
- (1) make any requisition, objection or claim for compensation in respect of; or
 - (2) rescind, terminate or delay completion of this contract because of, the matters disclosed or referred to in the documents copies whereof are attached hereto or which are notified herein.

50.2 No Building Certificate or Survey Report

- (a) The vendor does not have a Building Certificate or Survey Report.
- (b) The purchaser is not entitled to require the vendor to:

- (1) apply for or do anything to obtain a Building Certificate or Survey Report; nor
- (2) comply with the local council's requirements for the issue of a Building Certificate or Survey Report.
- (c) Completion of this contract is not conditional on the vendor or the purchaser obtaining a Building Certificate or Survey Report.

50.3 Disclosure

- (a) The purchaser agrees that, for the purposes of this contract, all matters disclosed or described in this contract are specifically disclosed and clearly described.
- (b) The purchaser is not entitled to:
 - (1) make any objection, requisition or claim for compensation in respect of; or
 - (2) rescind, terminate or delay completion of this contract because of; any of the matters disclosed or described in this contract.

51. COOLING-OFF PROVISION

Notwithstanding any other provisions of this contract, if a Cooling-Off Period applies, then the deposit may be paid by two (2) instalments as follows:

- (a) an amount equivalent to 0.25% of the price on or before the date of this contract; and
- (b) the balance of the 10% deposit no later than 5:00pm on the 5th business day after the date of this contract and time is of the essence.

52. TRANSFER

The purchaser acknowledges:

- (a) Condition 4 of the Contract provides a time period for the forwarding of the Transfer to the Vendor.
- (b) That delay in providing the Transfer results in expense to the Vendor and the Purchaser agrees to pay the Vendor on completion an amount of \$200.00 in re-imbursement of the additional costs incurred by the Vendor if the Transfer is received by the Vendor less than 10 days before the completion date.

53. GUARANTEE AND INDEMNITY

53.1 Consideration and severability

In the event that the purchaser hereunder is a company, the directors of the company must execute the contract and hereby covenant as guarantee as follows:

- (a) The Covenantor gives the guarantees and indemnities in this part in consideration of the vendor entering this contract at the Covenantor's request.
- (b) If the Covenantor executes this contract after the vendor, the Covenantor warrants that it grants the guarantees and indemnities in this part as result of valuable consideration provided to it by the vendor.
- (c) The covenants, guarantees and indemnities in this part are severable.

53.2 Guarantee

The Covenantor unconditionally and irrevocably guarantees to the vendor:

- (a) the payment of the balance of the price by the purchaser to the vendor;
- (b) every other amount payable by the purchaser under this contract; and
- (c) the performance of the purchaser's obligations under this contract.

53.3 Indemnity

- (a) The Covenantor indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract.
- (b) The Covenantor must pay on demand any money due to the vendor by reason of this indemnity including the balance of the price, the adjustments due to the vendor on completion and interest under Special Conditions 8.2.

53.4 Covenants

- (a) The Covenantor is jointly and severally with the purchaser liable to the vendor for:
 - (1) the purchaser's observance and performance of its obligations under this contract; and
 - (2) any damage incurred by the vendor as result of:
 - (A) the purchaser's failure to observe and perform its obligations under this contract or its default under this contract; or
 - (B) the termination or rescission of this contract by the vendor.
- (b) Until the vendor has received all money payable by the purchaser or the Covenantor under this contract and the due performance by the purchaser and the Covenantor of their several obligations under this contract, neither the purchaser nor the Covenantor may:
 - (1) claim or receive the benefit of:
 - (A) a dividend or distribution;
 - (B) a payment out of the estate or assets; or
 - (C) a payment in the liquidation, winding up or bankruptcy, of a person liable jointly with the purchaser or the Covenantor to the vendor or liable under a security for money payable by the purchaser or the Covenantor; or
 - (2) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (c) The Covenantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this part.
- (d) The Covenantor's obligations are not affected if:
 - (1) the vendor releases or enters into a composition with the Covenantor;
 - (2) a payment made to the vendor is later avoided; or
 - (3) the vendor assigns or transfers the benefit of this contract.
- (e) If the vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Covenantor's covenants, agreements, guarantees and indemnities.

53.5 Continuing effect

The obligations of the Covenantor under this part are not released, discharged or otherwise affected by:

- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
- (b) the release (including without limitation a release as part of a novation) or discharge of a person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Covenantor or any other person;
- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (e) a variation of this contract including, without limitation, a variation in the date of completion of this contract;
- (f) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- (g) payment to the vendor, including a payment which at or after the payment date is illegal, void, avoidable, avoided or unenforceable; or
- (h) the winding up of the purchaser.

54. FIRB APPROVAL

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the Foreign Acquisition & Take-Over Act 1975 ("the Act"), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

55. GOODS AND SERVICES TAX (GST)

Notwithstanding any other provision of this Contract and in particular Clause 13 the parties agree that if any GST is imposed on the vendor in respect of any taxable supply resulting from the sale herein, the purchase price will be increased by an amount equal to that GST or any similar value added tax. This Clause shall not merge on completion.

56. SETTLEMENT AT OFFICE OF STATE REVENUE

In the event that the Purchaser requires Settlement to be effected at the Office of State Revenue for the purposes of stamping the Contract and Transfer, the Purchaser will pay at Settlement an additional fee of \$55.00 to the Vendor's Solicitor by way of the Vendor's Solicitor's attendance to settlement at the Office of State Revenue. The Purchase is also liable for the payment of any Agency fee that the Discharging Mortgagee (if any) requires for their attendance to settlement at the Office of State Revenue.

57. SMOKE ALARMS AND HEAT ALARMS

In this clause the following definitions apply:

'**Building**' has the same meaning as 'building' in the Conveyancing (Sale of Land) Amendments (Smoke Alarms) Regulation 2006.

'**Land**' has the same meaning as 'land' in the Conveyancing (Sale of Land) Amendments (Smoke Alarms) Regulation 2006.

- (a) The Vendor confirms that if this contract relates to Land on which a Building is situated and smoke alarms and/or heat alarms are required pursuant to Division 7A (Smoke Alarms) of Part 9 (Fire Safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 this special condition applies.
- (b) Smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of the *Environmental Planning and Assessment Regulation 2000* to be installed in the building.
- (c) The building complies with the requirement referred to in paragraph (b) above.

58. SETTLEMENT DEFAULT

If the Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow to the Vendor on settlement the sum of \$90.00 plus GST for each instance.

59. AUTHORITY TO MAKE ALTERATIONS

Each party authorises his, her or their solicitor or any employee of the solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations will be binding upon the party deemed to have authorised the same and any annexures so added will form part of this contract as if they were annexed prior to the contract being executed.

60. THE TAX & SUPERANNUATION LAWS AMENDMENT (2015 MEASURES NO. 6) ACT 2016

For the purpose of *The Tax And Superannuation Laws Amendment (2015 Measures No 6) Act 2016* the Vendor hereby declares as follows:

- (a) He or she is an Australian Citizen resident in Australia;
- (b) He or she is a foreign Citizen legally resident in Australia; or
- (c) He or she has Foreign Investment Review Board approval for the sale.

The Purchaser shall rely on this declaration and will make no objection, requisition claim for compensation or any deduction whatsoever from the sale price in relation to above referred to act.

61. COMPLIANT

Swimming Pool

The Purchaser acknowledges that he/she has inspected the annexed copy of the NSW Swimming Pool Certificate of Compliance relating to the swimming pool on the property. The Purchaser will make no objection requisition or claim in respect of any matter discoverable upon further inspection of the swimming pool.

62. NON-COMPLIANT

Fencing: Swimming Pools ACT 1992

62.1 The Purchaser acknowledges that they have inspected the following documents attached to this contract:

- (a) NSW Swimming Pool Register Certificate if Non-Compliance; and
- (b) Notice issued by..... outlining the reasons for the non-compliance and detailing the rectification works required to render the swimming pool compliant with the applicable standard.

62.2 The Purchaser shall make no objection requisition or claim for compensation against the Vendor in respect of such non-compliance.

62.3 The Purchaser also acknowledges and agrees that they are responsible at their own cost for all such rectification works in relation to the swimming pool within 90 days of completion of this Contract and the Purchaser hereby indemnifies the Vendor in respect of any failure by the Purchaser to complete those rectification works within that 90 day period.

63. PAYMENT OF DEPOSIT

63.1 To be used where reduced deposit payable

Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

- (a) The sum of \$_____ shall be paid to the Deposit holder on the date of this contract; and
- (b) The balance of \$_____ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate this Contract.

If the Vendor accepts a deposit of less the ten percent (10%) and the Purchaser defaults in the observance or performance of any obligation imposed on them under or by virtue of this contract the Purchaser shall forthwith pay to the Vendor the balance of the ten percent (10%) of the purchase price, notwithstanding that the damages which the Vendor has suffered as a result of such default are or may subsequently be provided to be less than that ten percent (10%). The Vendor relies on Clause 9 of the Contract.

63.2 To be used where contracts are exchanged subject to a Cooling Off

Notwithstanding the provision of Clause 2, the deposit shall be paid as follows:

- (a) The sum of \$_____ (being 0.25% of the price) shall be paid to the Deposit holder on the date of this Contract; and
- (b) The balance of the ten percent (10%) deposit being \$_____ shall be paid to the Deposit holder on or before the expiration of the Cooling Off Period and in this respect time shall be of the essence.

In the event of this Contract being terminated in circumstances where the Deposit is forfeited to the Vendor, the Vendor shall be entitled to recover from Purchaser any outstanding Deposit payable pursuant to sub-clause (ii).

63.3 Where contracts are exchanged subject to Cooling Off and reduced deposit payable

Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

- (a) The sum of \$_____ (being 0.25% of the price) shall be paid to the Deposit holder on the date of this Contract;
- (b) The sum of \$_____ shall be paid to the Deposit holder on or before the expiration of the Cooling Off Period and in this respect time shall be of the essence; &
- (c) The balance of \$_____ shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate the Contract.

In the event of this Contract being terminated in circumstances where the deposit is forfeited to the vendor, the vendor shall be entitled to recover from the purchaser any outstanding deposit payable pursuant to sub-clauses (ii) and (iii).

If the vendor accepts a deposit less than 10% of the purchase price then all the interest earned on the deposit is to be allowed to the vendor.

64. CONDITIONS OF SALE BY AUCTION

These conditions replace **"Auction – Conditions of Sale"** on page 2 of the printed Contract.

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

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

1. The following conditions are prescribed as applicable to an in respect of the sale by auction of land:
 - (a) The Principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by sub-clause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

"A"

REQUISITIONS ON TITLE

Purchaser:

Vendor:

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

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

If strata/community title

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

If rural

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

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

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

J S Pinto & Co
PO Box 326
Petersham NSW 2049
08/12/2020



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 236/SP69506

SEARCH DATE	TIME	EDITION NO	DATE
16/12/2021	2:46 PM	7	8/7/2020

LAND

LOT 236 IN STRATA PLAN 69506
AT ARNCLIFFE
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

NORA GISELA ORTIZ

(T AJ564131)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP68345
- 2 AQ232452 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP68345

SEARCH DATE	TIME	EDITION NO	DATE
16/12/2021	2:46 PM	13	2/5/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 68345
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ARNCLIFFE
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP68345

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 68345
ADDRESS FOR SERVICE OF DOCUMENTS:
C / - WHELAN PROPERTY GROUP
PO BOX 75
STRAWBERRY HILLS NSW 2012

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973
INCORPORATES DEVELOPMENT LOTS 69 AND 70
SP69506 THE STRATA SCHEME DEVELOPMENT IS NOW CONCLUDED.
- 3 DP1036060 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1036060
- 4 AM544791 INITIAL PERIOD EXPIRED
- 5 AN307770 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 68345

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 37	2	- 48	3	- 32	4	- 38
5	- 40	6	- 38	7	- 36	8	- 43
9	- 30	10	- 36	11	- 39	12	- 40
13	- 37	14	- 45	15	- 38	16	- 37
17	- 40	18	- 39	19	- 38	20	- 46
21	- 38	22	- 38	23	- 41	24	- 39
25	- 45	26	- 44	27	- 46	28	- 39
29	- 11	30	- 39	31	- 34	32	- 35
33	- 41	34	- 36	35	- 36	36	- 37

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP68345

PAGE 2

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

STRATA PLAN 68345

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 35	38	- 38	39	- 33	40	- 32
41	- 39	42	- 36	43	- 36	44	- 37
45	- 36	46	- 38	47	- 38	48	- 33
49	- 40	50	- 37	51	- 37	52	- 38
53	- 37	54	- 38	55	- 38	56	- 34
57	- 41	58	- 38	59	- 37	60	- 39
61	- 38	62	- 43	63	- 43	64	- 43
65	- 49	66	- 44	67	- 50	68	- 63
69	- SP68814	70	- SP69186				

STRATA PLAN 68814

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
71	- 36	72	- 32	73	- 40	74	- 38
75	- 32	76	- 33	77	- 31	78	- 35
79	- 34	80	- 35	81	- 35	82	- 31
83	- 38	84	- 35	85	- 35	86	- 40
87	- 32	88	- 38	89	- 39	90	- 36
91	- 40	92	- 33	93	- 39	94	- 40
95	- 46	96	- 44	97	- 48	98	- 67
99	- 65	100	- 73	101	- 33	102	- 37
103	- 43	104	- 37	105	- 33	106	- 35
107	- 31	108	- 36	109	- 41	110	- 32
111	- 32	112	- 33	113	- 34	114	- 37
115	- 38	116	- 33	117	- 33	118	- 35
119	- 35	120	- 38	121	- 39	122	- 33
123	- 33	124	- 39	125	- 35	126	- 35
127	- 40	128	- 32	129	- 32	130	- 37
131	- 56	132	- 58	133	- 65	134	- 39
135	- 33						

STRATA PLAN 69186

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
136	- 44	137	- 34	138	- 34	139	- 44
140	- 42	141	- 32	142	- 32	143	- 43
144	- 38	145	- 37	146	- 39	147	- 40
148	- 39	149	- 37	150	- 41	151	- 42
152	- 39	153	- 38	154	- 42	155	- 44
156	- 40	157	- 39	158	- 44	159	- 46
160	- 41	161	- 41	162	- 45	163	- 47
164	- 42	165	- 33	166	- 38	167	- 48
168	- 54	169	- 68	170	- SP69506		

END OF PAGE 2 - CONTINUED OVER

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PRINTED ON 16/12/2021

FOLIO: CP/SP68345

PAGE 3

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

STRATA PLAN 69186

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 69506							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
171	- 36	172	- 36	173	- 36	174	- 36
175	- 36	176	- 36	177	- 36	178	- 36
179	- 29	180	- 49	181	- 41	182	- 34
183	- 34	184	- 34	185	- 34	186	- 37
187	- 37	188	- 37	189	- 29	190	- 58
191	- 53	192	- 44	193	- 44	194	- 44
195	- 44	196	- 47	197	- 47	198	- 47
199	- 38	200	- 41	201	- 32	202	- 30
203	- 36	204	- 40	205	- 39	206	- 37
207	- 29	208	- 28	209	- 34	210	- 37
211	- 36	212	- 38	213	- 30	214	- 31
215	- 41	216	- 38	217	- 37	218	- 43
219	- 31	220	- 32	221	- 43	222	- 41
223	- 41	224	- 34	225	- 35	226	- 31
227	- 32	228	- 43	229	- 50	230	- 56
231	- 58	232	- 40	233	- 40	234	- 34
235	- 32	236	- 37	237	- 38	238	- 38
239	- 32	240	- 30	241	- 38	242	- 39
243	- 39	244	- 42	245	- 38	246	- 39
247	- 41	248	- 41	249	- 44	250	- 38
251	- 41	252	- 52	253	- 36	254	- 32
255	- 47	256	- 56	257	- 57	258	- 1
259	- 52						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

18698

PRINTED ON 16/12/2021

STRATA CERTIFICATE

ROCKDALE CITY

*Name of Council: **Rockdale City Council**
 *Name of the Strata Scheme: **Rockdale City Council**
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*Name of the Strata Scheme: **Rockdale City Council**

*Name of the Strata Scheme: **Rockdale City Council**

SURVEYOR'S CERTIFICATE

WAYNE ALLEN DIVER-TUCK

JOHN B WHITE P/L HURSTVILLE

ACN 001 149 373

ACN 001 149 373

ACN 001 149 373

ACN 001 149 373

ACN 001 149 373

ACN 001 149 373

ACN 001 149 373

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ACN 001 149 373

PLAN OF SUBDIVISION OF LOT 170 IN SP 69186

L G A ROCKDALE

Suburb/Locality : ARNCLIFFE

Parish : ST. GEORGE

County : CUMBERLAND

Lengths are in metres



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

THE OWNERS
 STRATA PLAN NO. 68345

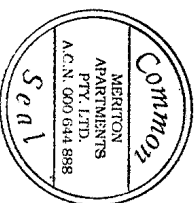
SEE SHEET 2 FOR LOCATION PLAN

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

SCHEDULE OF UNIT ENTITLEMENT

Model By-Laws adopted for this scheme
 Keeping of Animals: Option A/B/C
 *Schedule of By-Laws in Sheets filed with plan
 *No By-Laws apply

*Strike out whichever is inapplicable



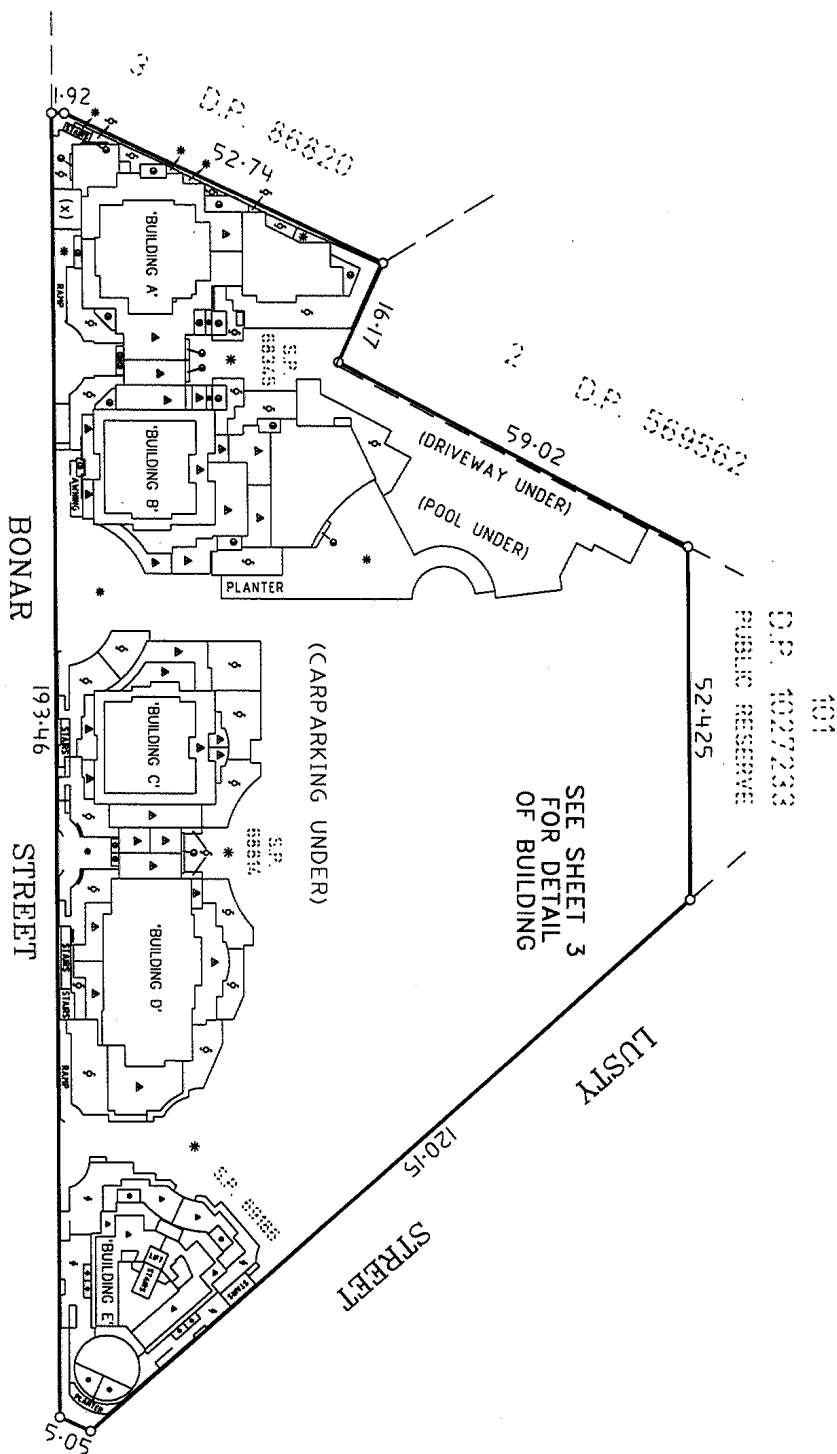
SEE SHEET 4 FOR SCHEDULE OF UNIT ENTITLEMENT

SECRETARY

DIRECTOR

LOCATION PLAN

SP69506



- DENOTES BALCONY
 ♂ DENOTES COURTYARD
 ▲ DENOTES TERRACE
 * DENOTES CARPARKING UNDER
 (x) DENOTES EASEMENT FOR ELECTRICITY
 PURPOSES VARIABLE WIDTH (D.P. 10360601)

Reduction Ratio 1:800

Lengths are in metres



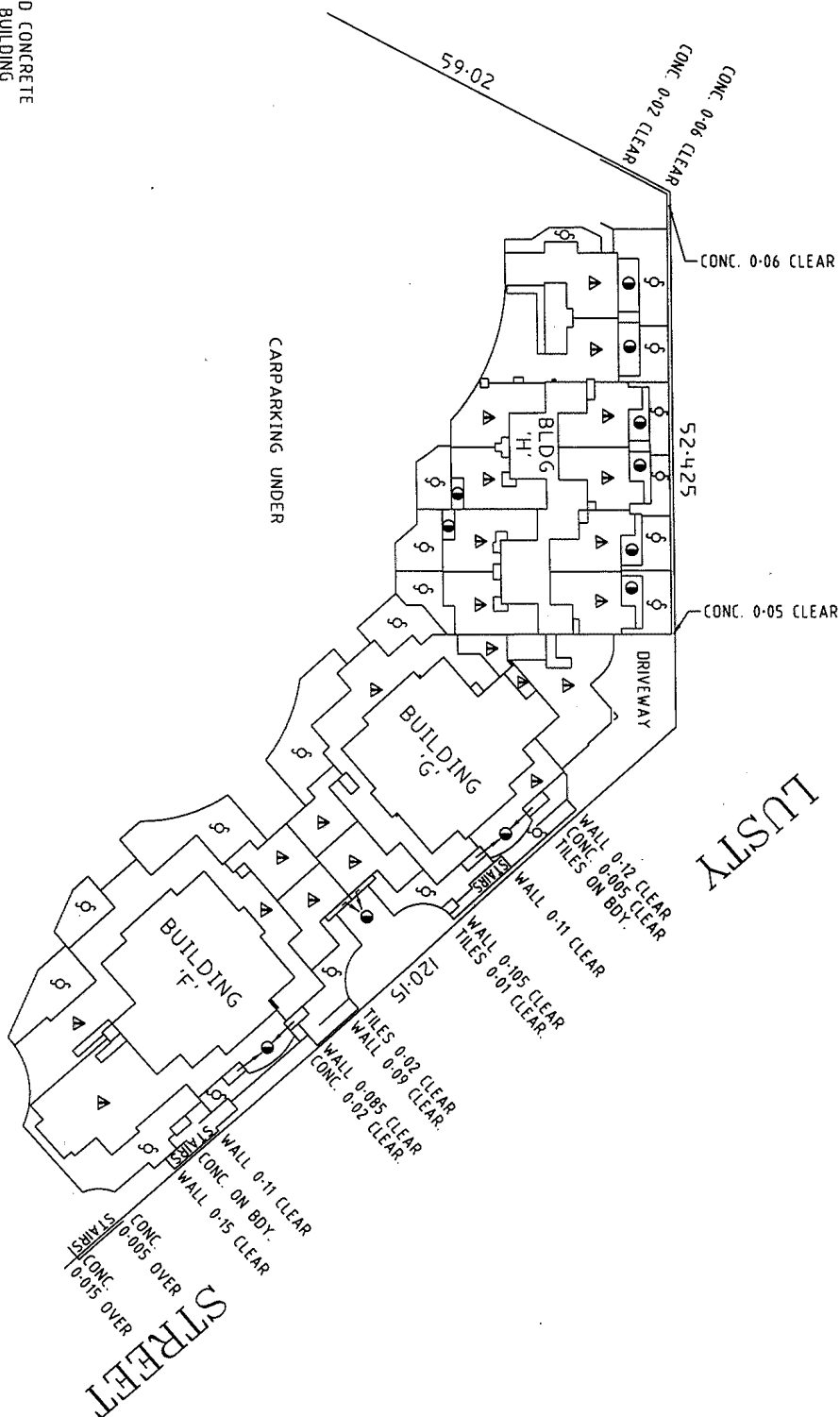
Surveyor Registered under Surveyors Act 1929	General Manager/Authorized Person/Accredited Certifier
--	--

SURVEYOR'S REFERENCE: 122442/4

*OFFICE USE ONLY

BUILDING DETAIL

SP69506



- DENOTES BALCONY
- ⊕ DENOTES COURTYARD
- ▲ DENOTES TERRACE
- BUILDING 'F' - 6 LEVEL BRICK AND CONCRETE RESIDENTIAL FLAT BUILDING
- BUILDING 'G' - 6 LEVEL BRICK AND CONCRETE RESIDENTIAL FLAT BUILDING
- BUILDING 'H' - 7 LEVEL BRICK AND CONCRETE RESIDENTIAL FLAT BUILDING

Reduction Ratio 1:500

Lengths are, in metres



Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person /Accredited Certifier

SURVEYOR'S REFERENCE: 1224,2/4

SCHEDULE OF UNIT ENTITLEMENT

SP69506

LOT NO	U.E.
--------	------

171	36
172	36
173	36
174	36
175	36
176	36
177	36
178	36
179	29
180	49
181	41
182	34
183	34
184	34
185	34
186	37
187	37
188	37
189	29
190	58

LOT NO	U.E.
--------	------

191	53
192	44
193	44
194	44
195	44
196	47
197	47
198	47
199	38
200	41
201	32
202	30
203	36
204	40
205	39
206	37
207	29
208	28
209	34
210	37

LOT NO	U.E.
--------	------

211	36
212	38
213	30
214	31
215	41
216	38
217	37
218	43
219	31
220	32
221	43
222	41
223	41
224	34
225	35
226	31
227	32
228	43
229	50
230	56

LOT NO	U.E.
--------	------

231	58
232	40
233	40
234	34
235	32
236	37
237	38
238	38
239	32
240	30
241	38
242	39
243	39
244	42
245	38
246	39
247	41
248	41
249	44
250	38

LOT NO	U.E.
--------	------

251	41
252	52
253	36
254	32
255	47
256	56
257	57
258	1
259	52

AGG. 3,447

Reduction Ratio 1:

Lengths are in metres



Wayne Dave-Tack
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 122442/4

LEVEL 1
(PARKING)

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

SP69506

*OFFICE USE ONLY

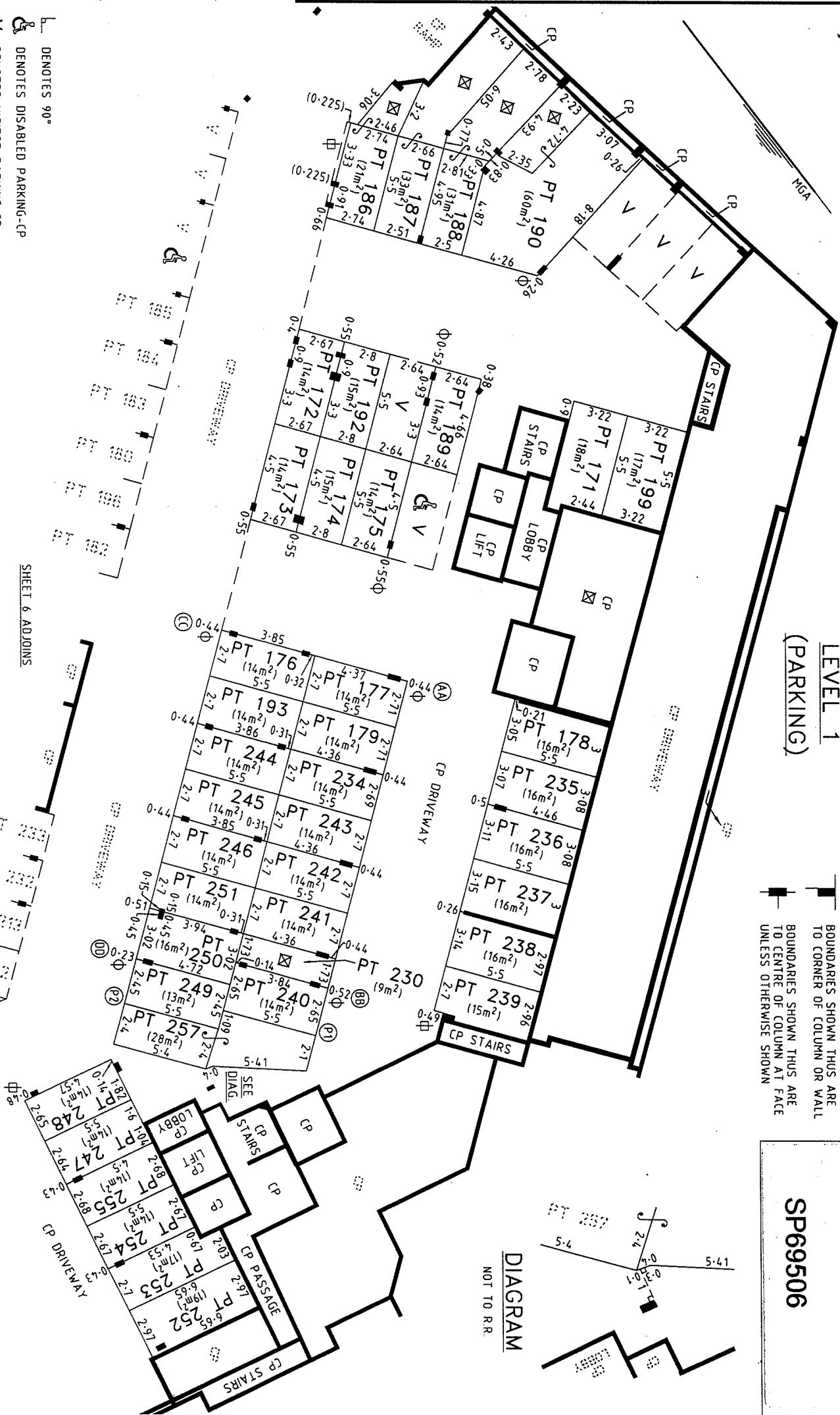


DIAGRAM
NOT TO R.R.

SHEET 6 ADJOINS

Reduction Ratio 1:200

Lengths are in metres



- ⊥ DENOTES 90°
- ♿ DENOTES DISABLED PARKING-CP
- V DENOTES VISITOR PARKING-CP
- ⊠ DENOTES STORE
- CP DENOTES COMMON PROPERTY

- Ⓐ AND Ⓑ DENOTES PROLONGATION OF LINE BETWEEN POINTS
- Ⓒ AND Ⓓ DENOTES PROLONGATION OF LINE BETWEEN POINTS
- Ⓔ DENOTES PROLONGATION OF CENTRE OF COLUMN
- Ⓕ DENOTES PROLONGATION OF FACE OF COLUMN

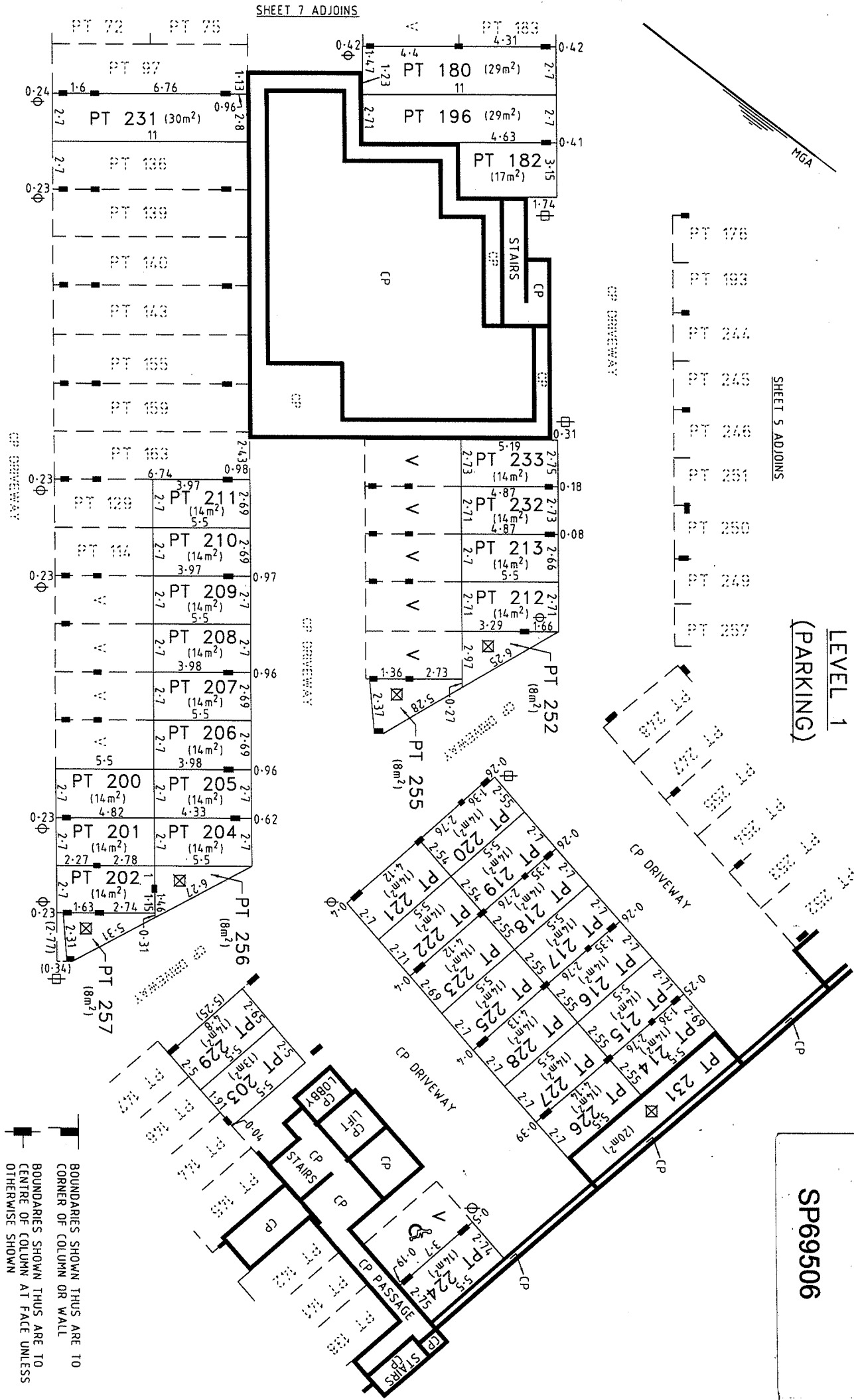
Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 122442/4

General Manager/Authorised Person/Accredited Certifier

LEVEL 1
(PARKING)

SHEET 5 ADJOINS

SP69506



Reduction Ratio 1:200

Lengths are in metres



⊕ DENOTES DISABLED PARKING-CP
 ⊕ DENOTES COMMON PROPERTY
 ⊕ DENOTES PROLONGATION OF FACE OF COLUMN
 ⊕ DENOTES VISITOR PARKING-CP
 ⊕ DENOTES STORE
 ⊕ DENOTES PROLONGATION OF CENTRE OF COLUMN
 ⊕ DENOTES COMMON PROPERTY
 ⊕ DENOTES VISITOR PARKING-CP
 ⊕ DENOTES STORE
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

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

Surveyor Registered under Surveyors Act 1929
 General Manager/Authorised Person/Accredited Certifier
 SURVEYOR'S REFERENCE: 122442/4

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 20 Sheets

- Ⓐ DENOTES EASTERN FACE OF CONCRETE HOBB IS BOUNDARY
- ⊕ DENOTES PROLONGATION OF CENTRE OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN OR WALL
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

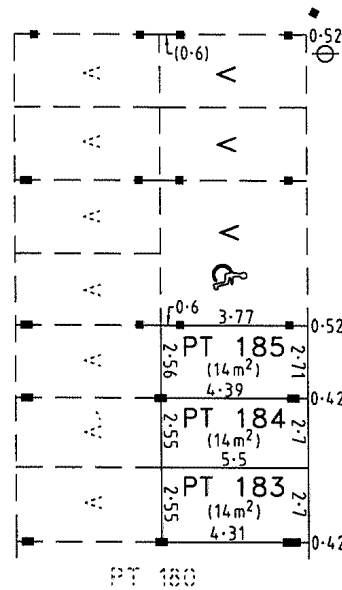
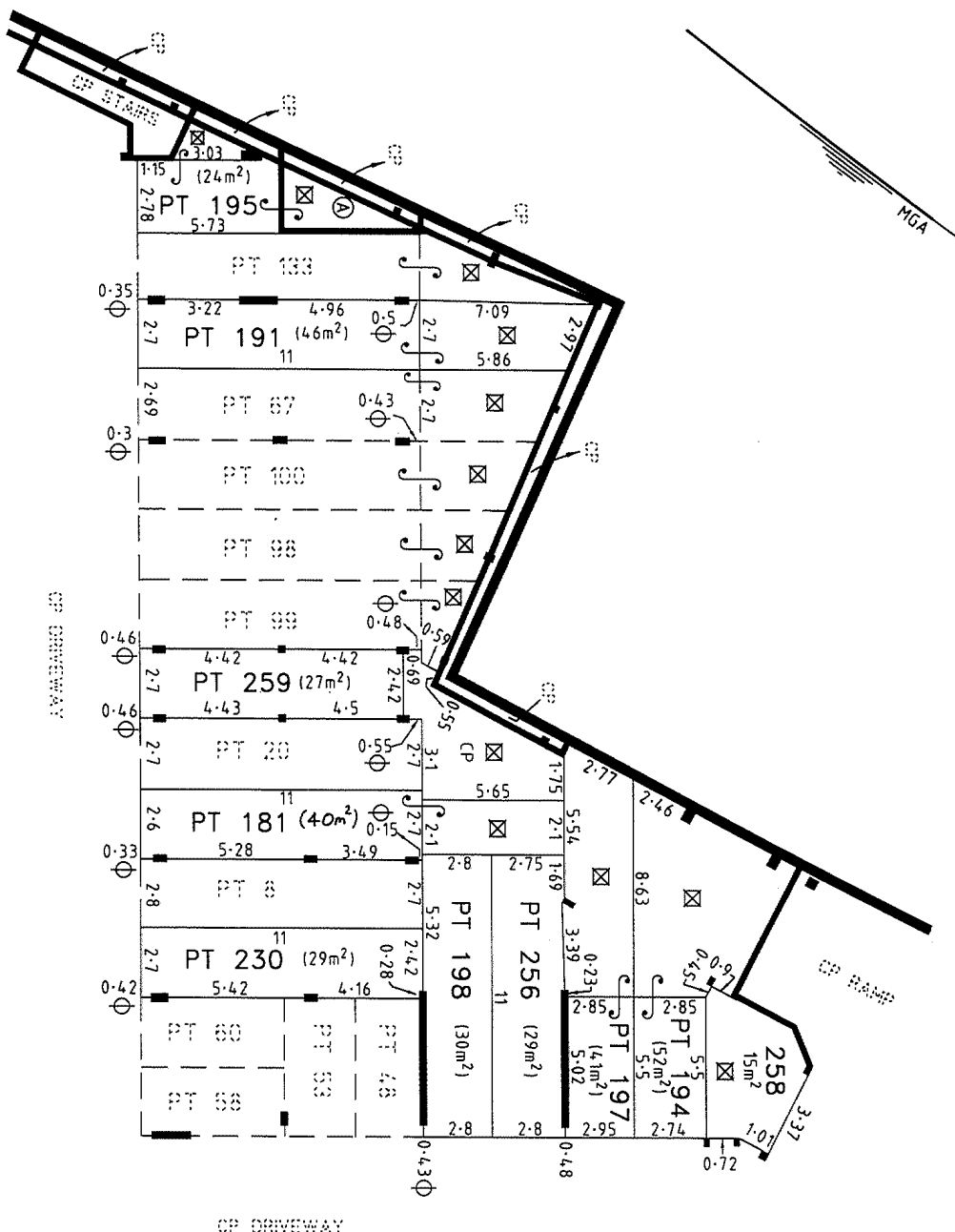
LEVEL 1 (PARKING)

SHEET 5 ADJOINS

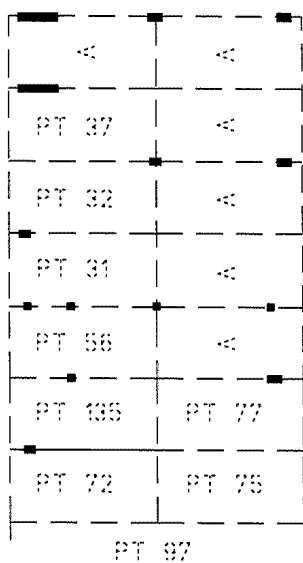
PT 186

PT 172

SP69506



SHEET 6 ADJOINS



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

- Ⓐ DENOTES DISABLED PARKING-CP
- V DENOTES VISITOR PARKING-CP
- ⊗ DENOTES STORE

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 122442/4

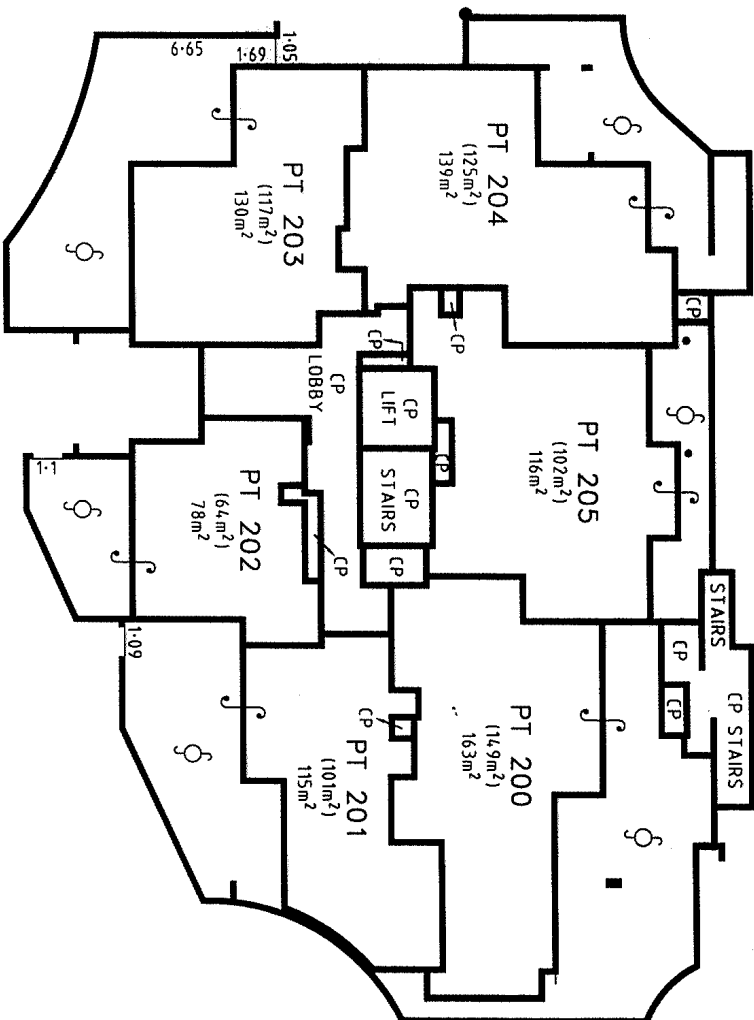
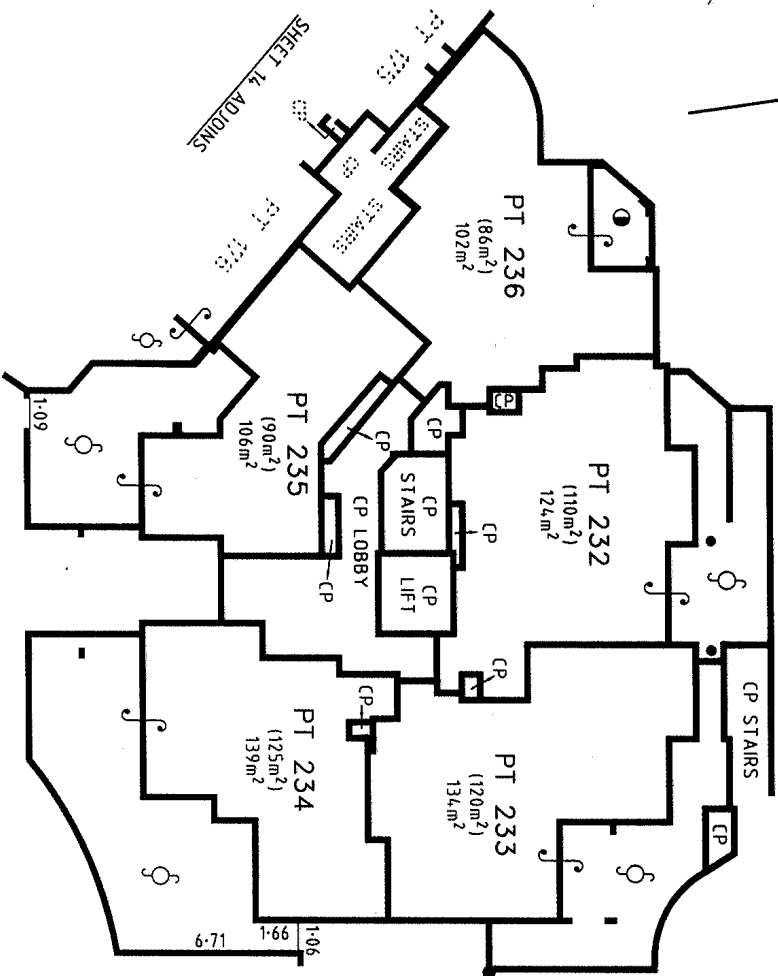
MGA

BUILDING G

LEVEL 2

BUILDING F

SP69506



● DENOTES BALCONY (COVERED)

○ DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

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

BOUNDARIES SHOWN THUS ARE TO CORNER OF WALL

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

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

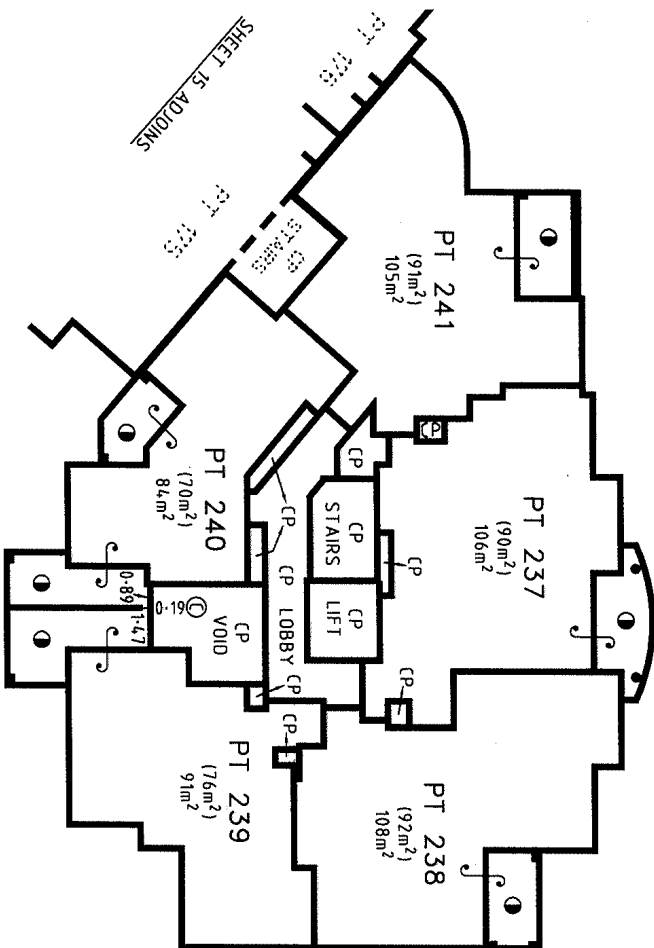
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MGA

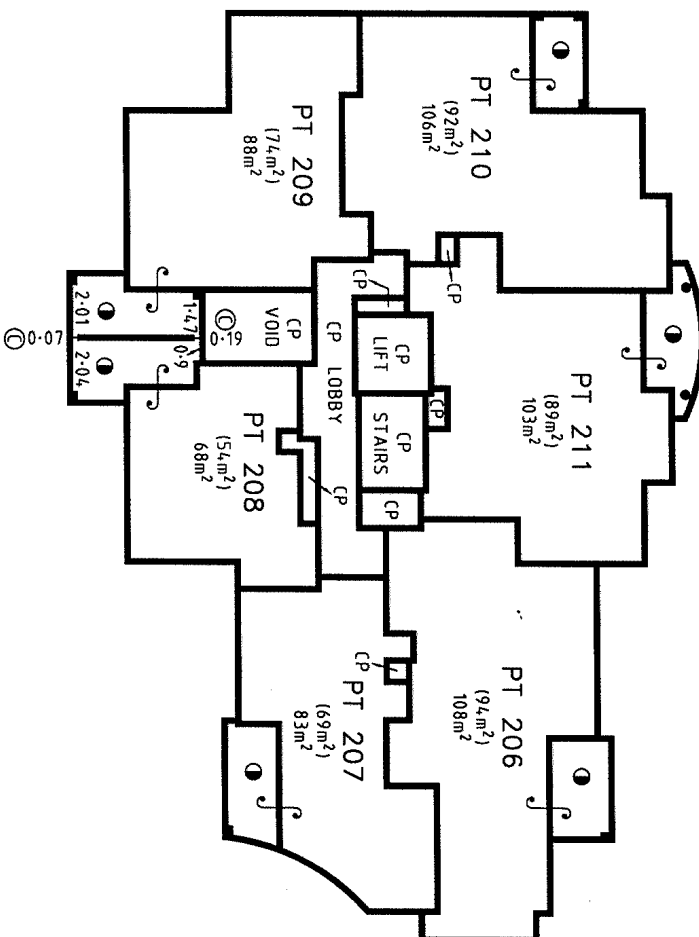
LEVEL 3

SP69506

BUILDING G



BUILDING F



● DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

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

○ DENOTES PROLONGATION OF CENTRE OF WALL

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 122442/4

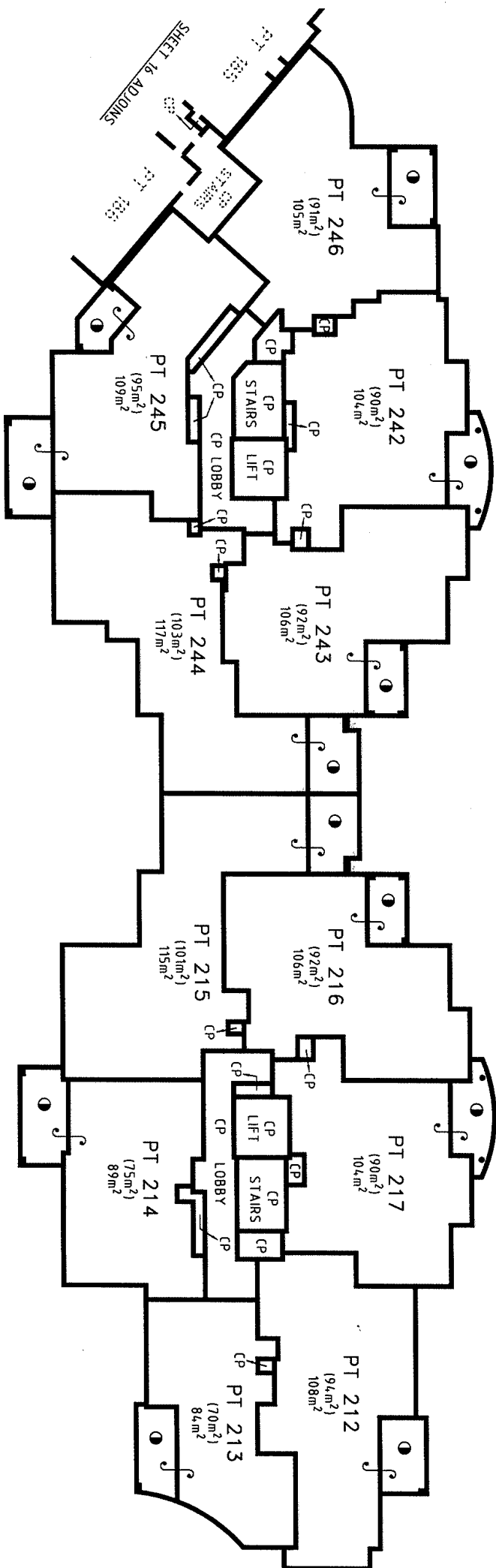
General Manager/Authorised Person/Accredited Certifier

SP69506

LEVEL 4

BUILDING G

BUILDING F



● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929	General Manager/Authorised Person/Accredited Certifier
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SURVEYOR'S REFERENCE: 122442/4

*OFFICE USE ONLY

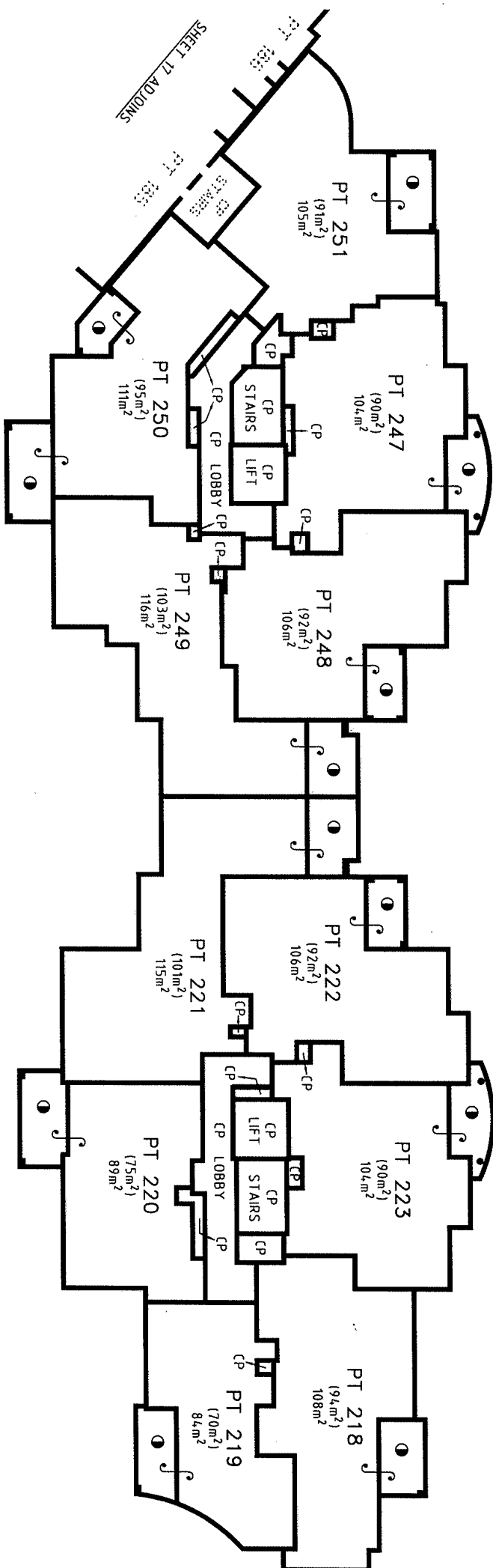
SP69506

MGA

LEVEL 5

BUILDING G

BUILDING F



● DENOTES BALCONY

CP DENOTES COMMON PROPERTY

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

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

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

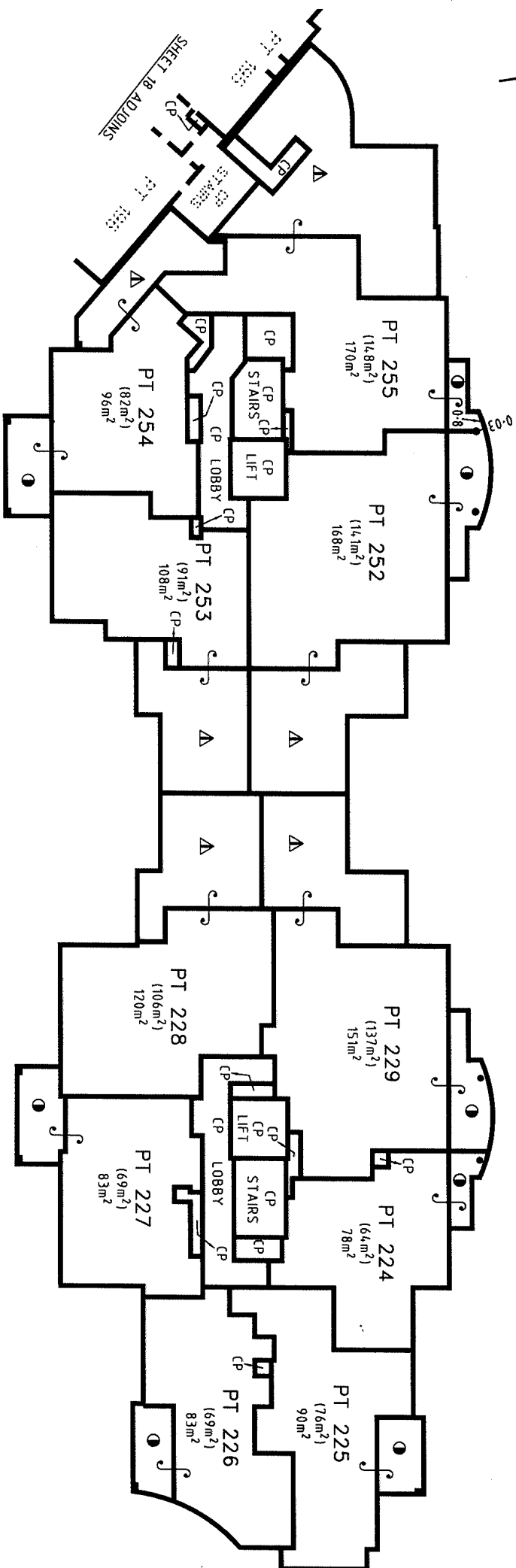
SURVEYOR'S REFERENCE: 122442/4

SP69506

LEVEL 6

BUILDING G

BUILDING F



- DENOTES LINE OF BOUNDARY TO CENTRE OF CIRCULAR COLUMN (DIMENSION TO FACE)
 - DENOTES BALCONY
 - △ DENOTES TERRACE
 - CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES AND BALCONIES IS COMMON PROPERTY.

THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

Reduction Ratio 1:200

Lengths are in metres



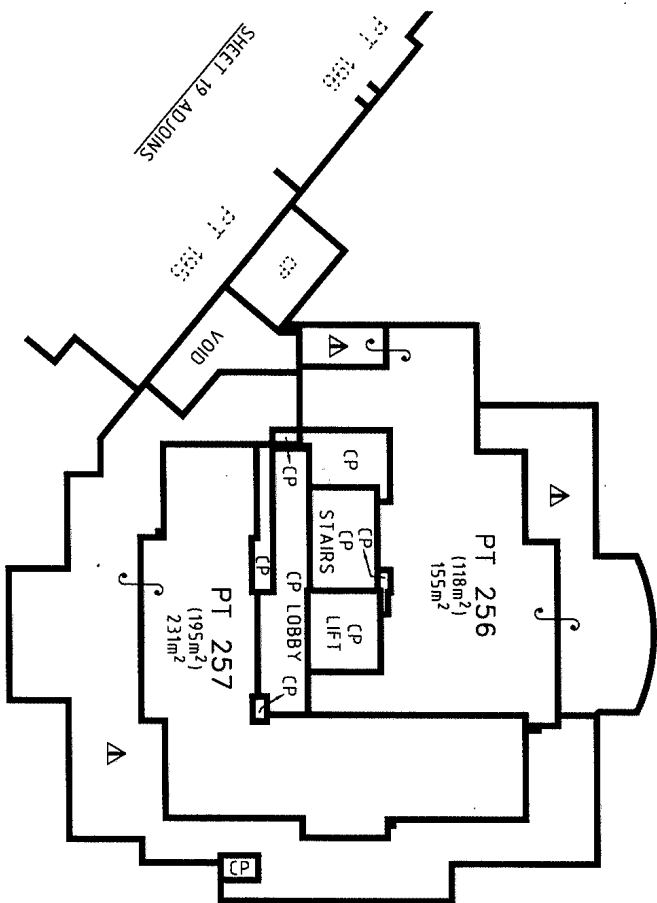
Surveyor Registered under Surveyors Act 1929
 General Manager/Authorised Person/Accredited Certifier

SP69506

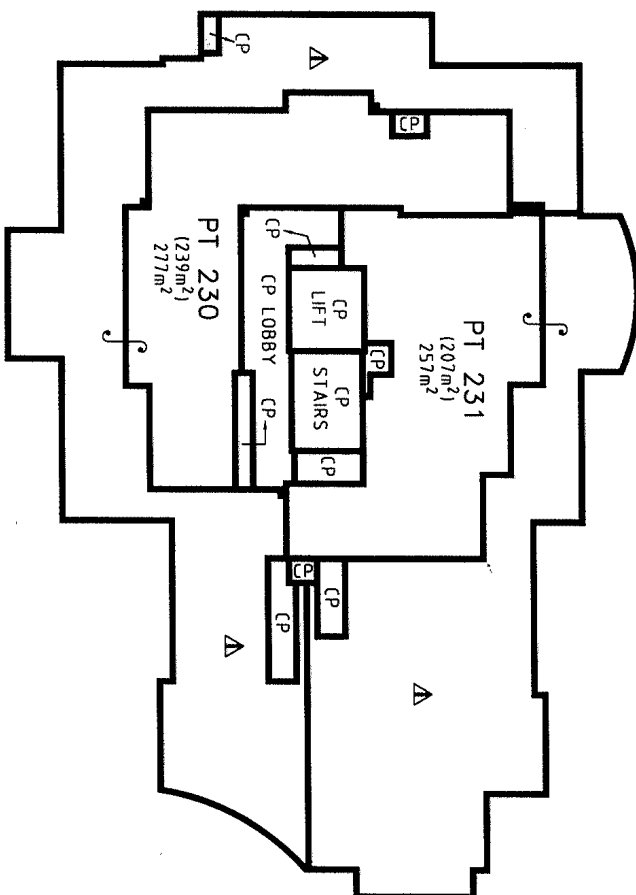
MGA

LEVEL 7

BUILDING G



BUILDING F



▲ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

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

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES IS COMMON PROPERTY.

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

Reduction Ratio 1:200

Lengths are in metres



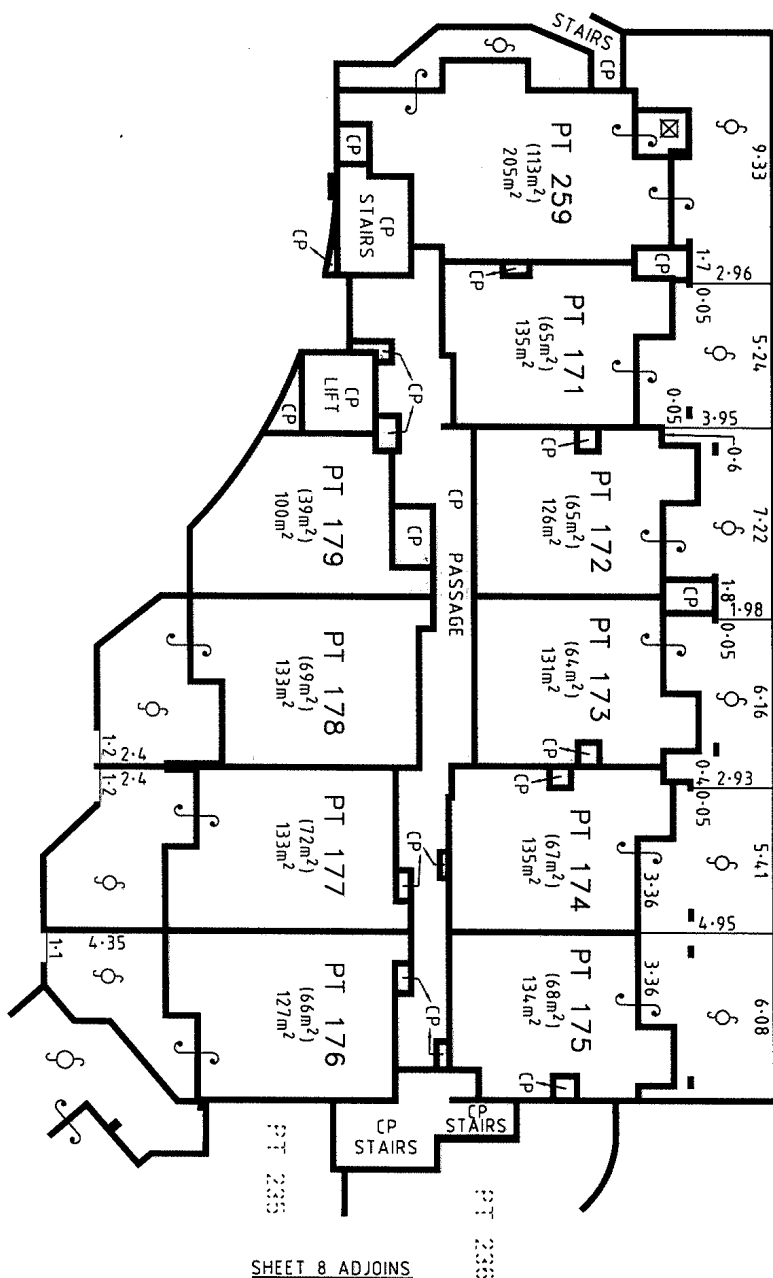
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 122442/4

BUILDING H

LEVEL 2



SHEET 8 ADJOINS

§ DENOTES COURTYARD

☒ DENOTES STORE

CP DENOTES COMMON PROPERTY

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

BOUNDARIES SHOWN THUS ARE TO
CORNER OF WALL

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

Reduction Ratio 1:200

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

Lengths are in metres



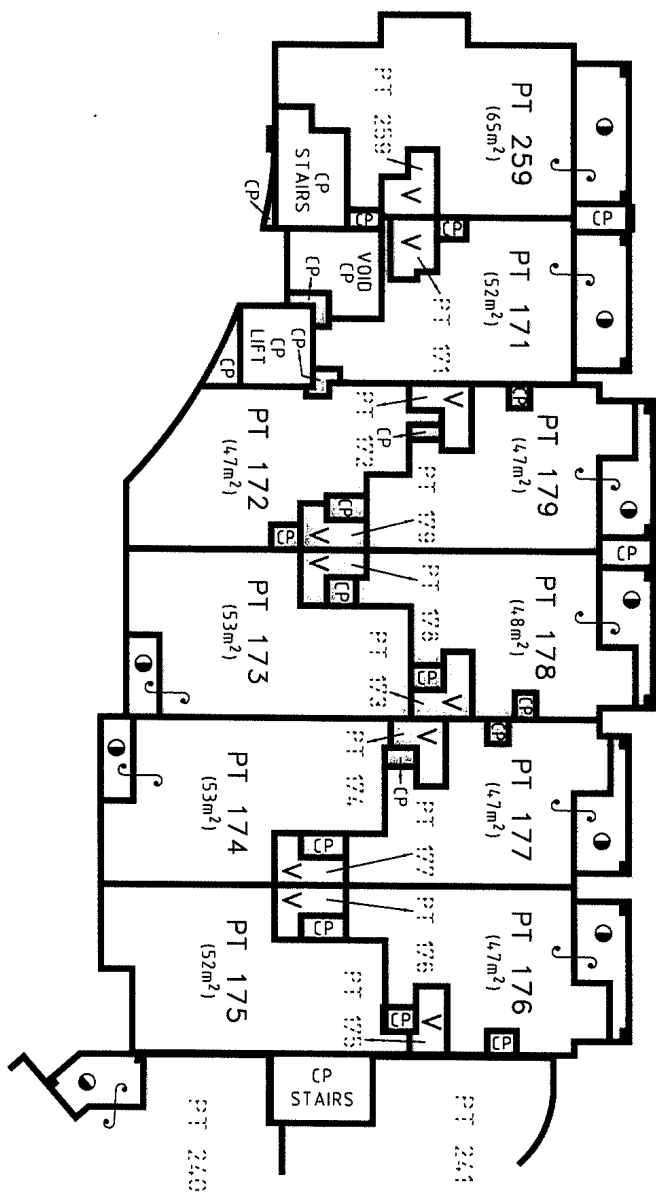
SP69506

*OFFICE USE ONLY

BUILDING H

LEVEL 3

SP69506



SHEET 9 ADJOINS

V DENOTES VOID

● DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929	General Manager/Authorised Person/Accredited Certifier
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SURVEYOR'S REFERENCE: 112442/4

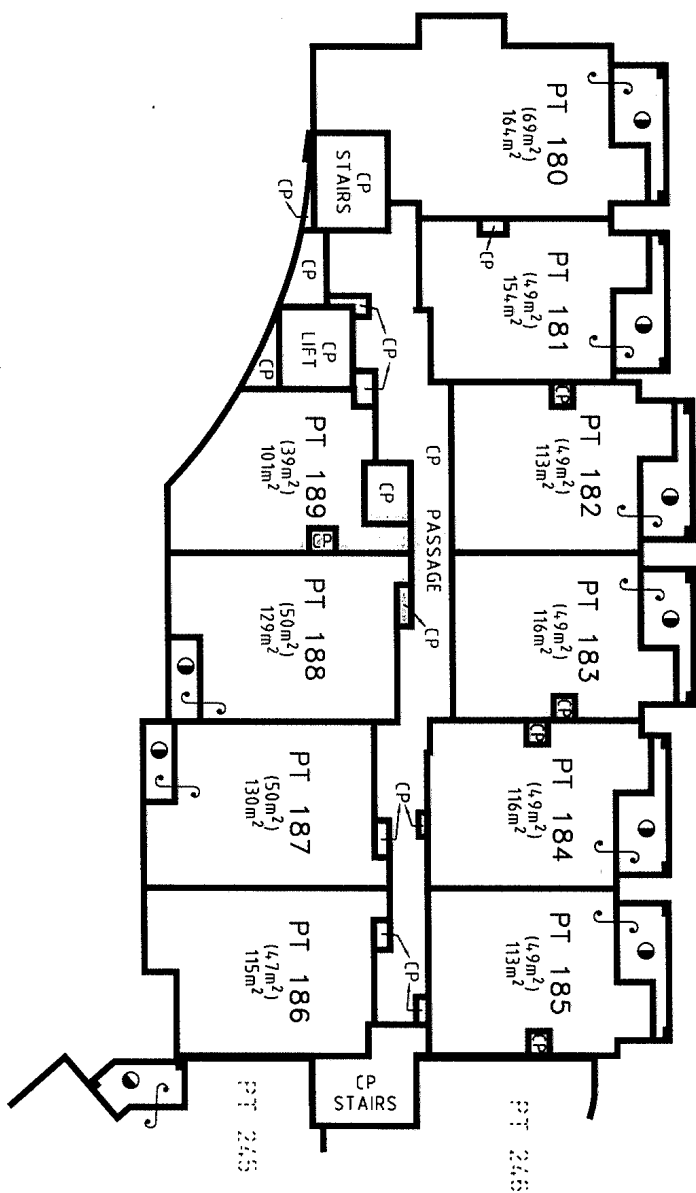
*OFFICE USE ONLY

MGA

BUILDING H

LEVEL 4

SP69506



SHEET 10 ADJOINS

● DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:200

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 122442/4

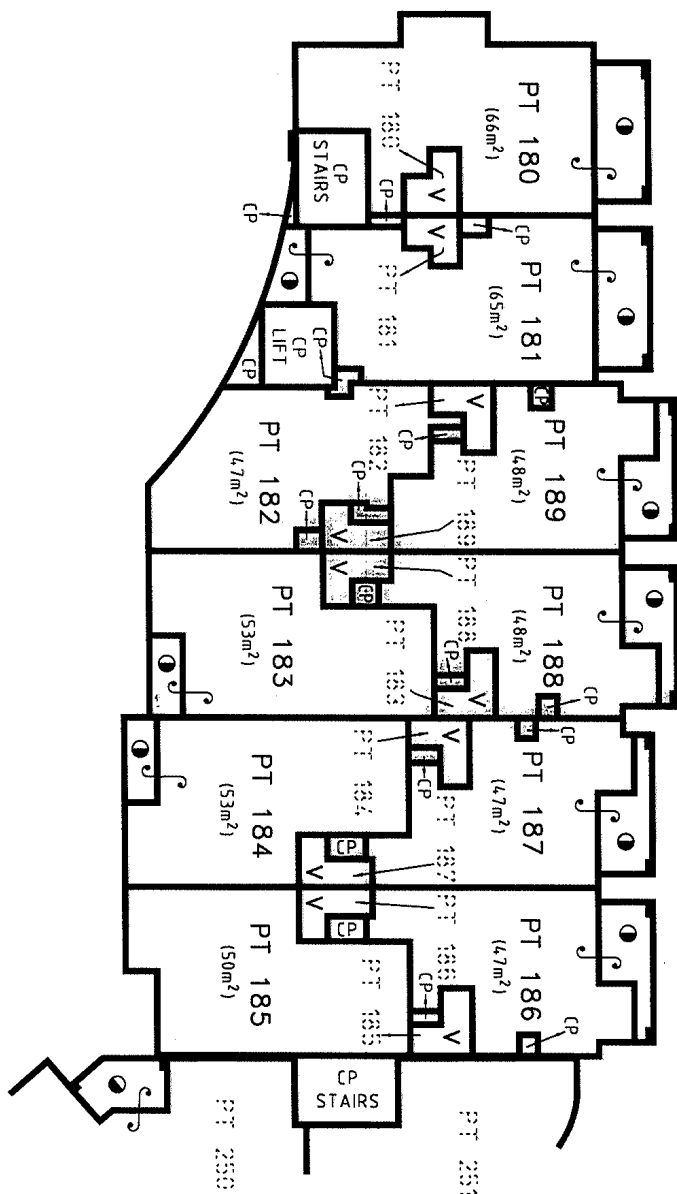


NGA

BUILDING H

LEVEL 5

SP69506



SHEET 11 ADJOINS

V DENOTES VOID

● DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 122442/4

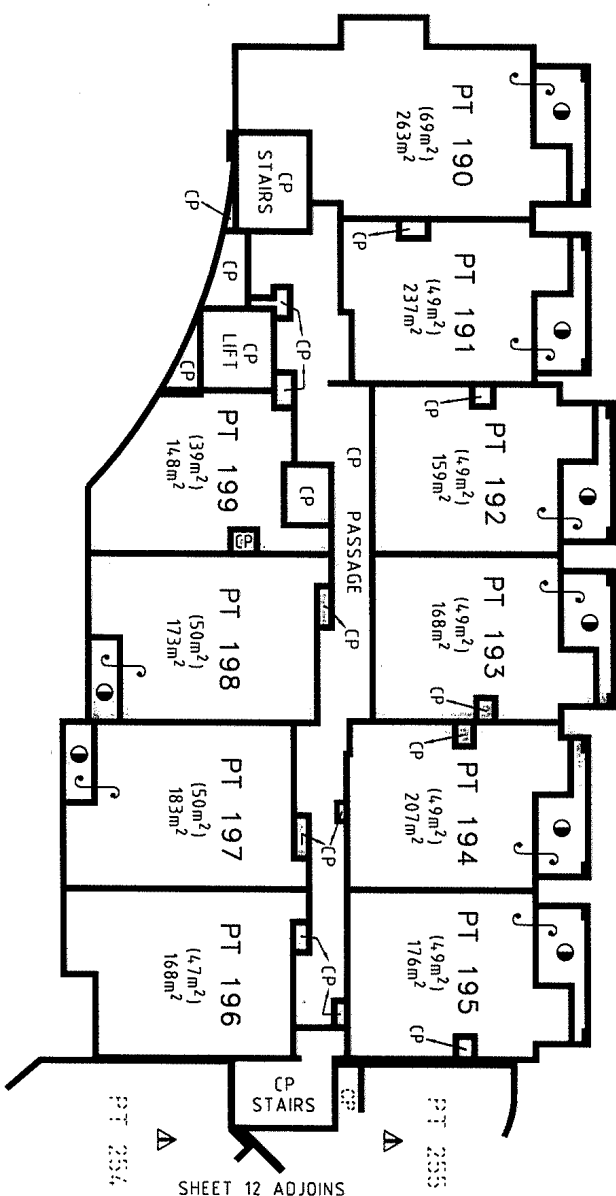
Alayne Dine-Thet

General Manager/Authorised Person/Accredited Certifier

SP69506

BUILDING H

LEVEL 6



● DENOTES BALCONY (COVERED)

▲ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:200

Lengths are in metres



Wayne Birrell

Surveyor Registered under Surveyors Act 1929

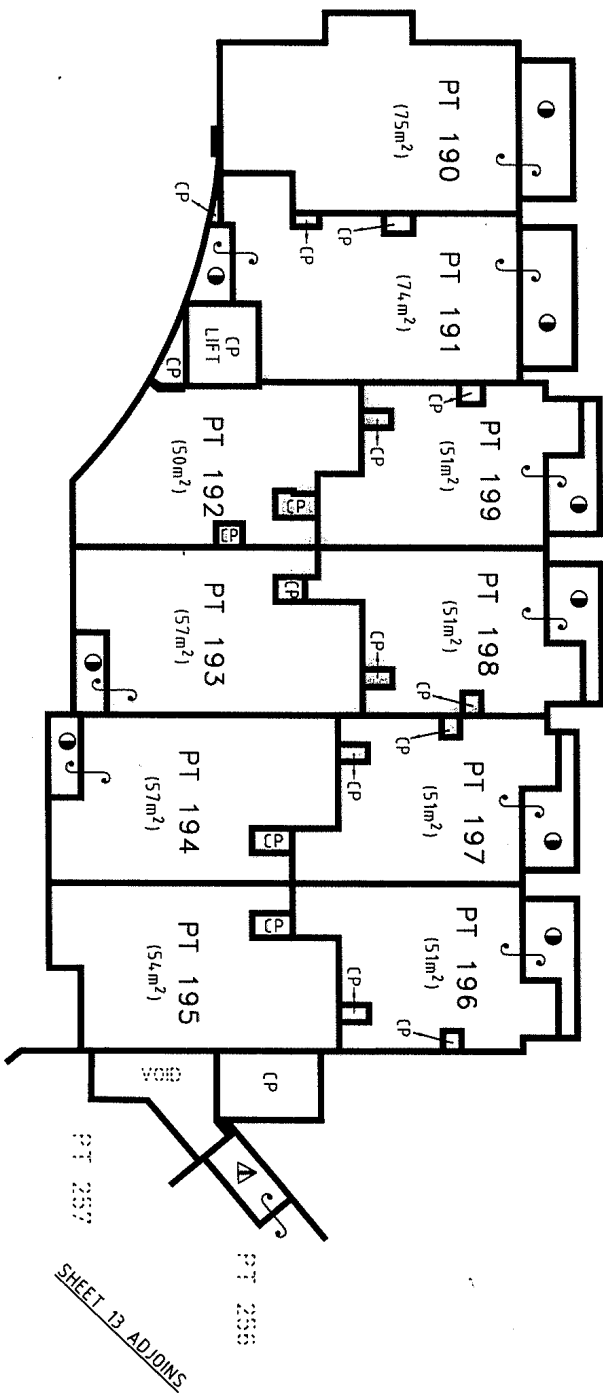
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 12244274

BUILDING H

LEVEL 7

SP69506



- DENOTES BALCONY
- ▲ DENOTES TERRACE
- CP DENOTES COMMON PROPERTY

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

THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRUCTURE OF THE PERGOLAS WITHIN THE BALCONIES IS COMMON PROPERTY.

Reduction Ratio 1:200

Lengths are in metres

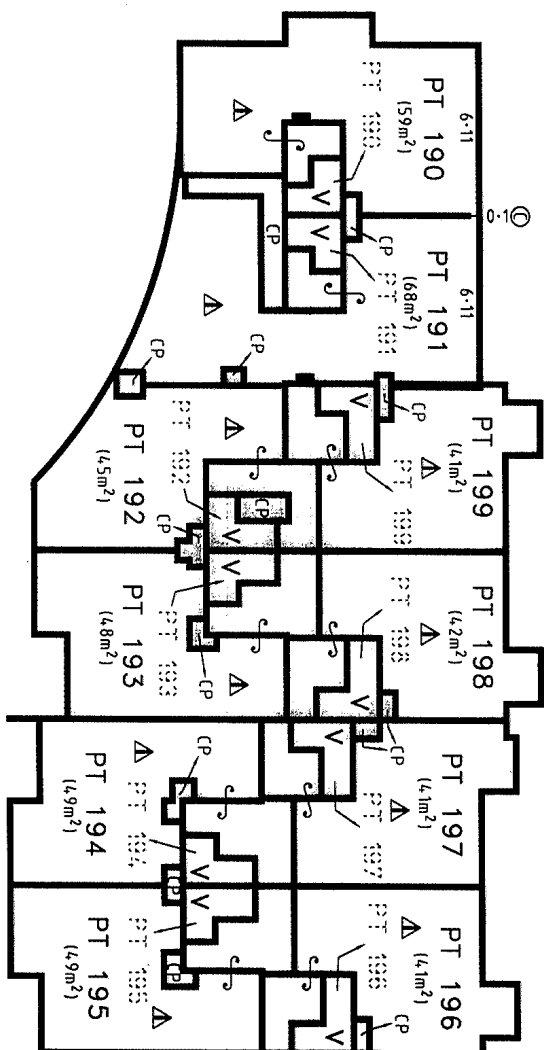


Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 122442/4

General Manager/Authorised Person/Accredited Certifier

SP69506

BUILDING H
 ROOF LEVEL



- DENOTES PROLONGATION OF CENTRE OF WALL
 - △ DENOTES TERRACE
 - V DENOTES VOID
 - CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

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

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES IS COMMON PROPERTY.

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 122442/4

General Manager/Authorised Person/Accredited Certifier

STRATA CERTIFICATE

Rockdale City

* Name of council: ~~Rockdale City Council~~ **Rockdale City**
being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986 have been complied with, consent of the request

strata plan

~~strata plan~~

illustrated in the consent to this certificate

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force that allows the development and that the plan complies with the requirements of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986

* The strata plan/strata plan/scheme is part of a development scheme. The development consent in force that allows the development and that the plan complies with the requirements of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986

of the strata development consent to which it relates

* The council does not object to the enforcement of the building beyond the alignment of

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

* This approval is given on the condition that the use of land

being utility lots is designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like is restricted to the proprietor or occupier of a lot or lots in the strata plan/scheme. The development consent in force that allows the development and that the plan complies with the requirements of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986

Date: **8 July 2002**

Subdivision No: **168102**

Accrediting No: **168102**

Relevant Development Consent No: **168102**

issued by: **168102**

General Manager/Authorised Person/Accredited Certifier

[Signature]

SCHEDULE OF UNIT ENTITLEMENT

* Complete, or delete if inapplicable

* Strike out wherever is inapplicable

Model By-Laws adopted for this scheme

Keeping of Animals: Option A-B/C

* Schedule of By-Laws in 10 Sheets filed with plan

~~By-Laws apply~~

This is sheet 1 of my Plan in 17 sheets.

* Enter if inapplicable

* State whether existing or new, and quite registered number

Signature: *[Signature]*

Date: **2nd July 2002**

PLAN OF SUBDIVISION OF LOT 100 IN DP 1027233

L G A ROCKDALE

Suburb/Locality: ARNCILFEE

Parish: ST GEORGE

County: CUMBERLAND

Lengths are in metres



Name of, and address for service of, notices on, the owners corporation

THE OWNERS
STRATA PLAN No
No 80-90 BONAR STREET,
ARNCILFEE 2205
WOLLI CREEK

SEE SHEET 2 FOR LOCATION PLAN

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

THIS STRATA PLAN IS PART OF A DEVELOPMENT SCHEME.
COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH
ANY CONDITIONS OF THE DEVELOPMENT CONSENT AND THAT
THE PLAN GIVES EFFECT TO THE STAGE OF THE DEVELOPMENT
STATEMENT TO WHICH IT RELATES

[Signature]
GENERAL MANAGER/
AUTHORISED PERSON



SEE SHEET 4, FOR UNIT ENTITLEMENT

[Signature]
DIRECTOR
Tony Roskell

[Signature]
SECRETARY
TOMMY MCCULLY

THIS PLAN CONTAINS A STRATA DEVELOPMENT
CONTRACT CONTAINING SHEETS 1-11

SP68345

Registered 24.7.2002

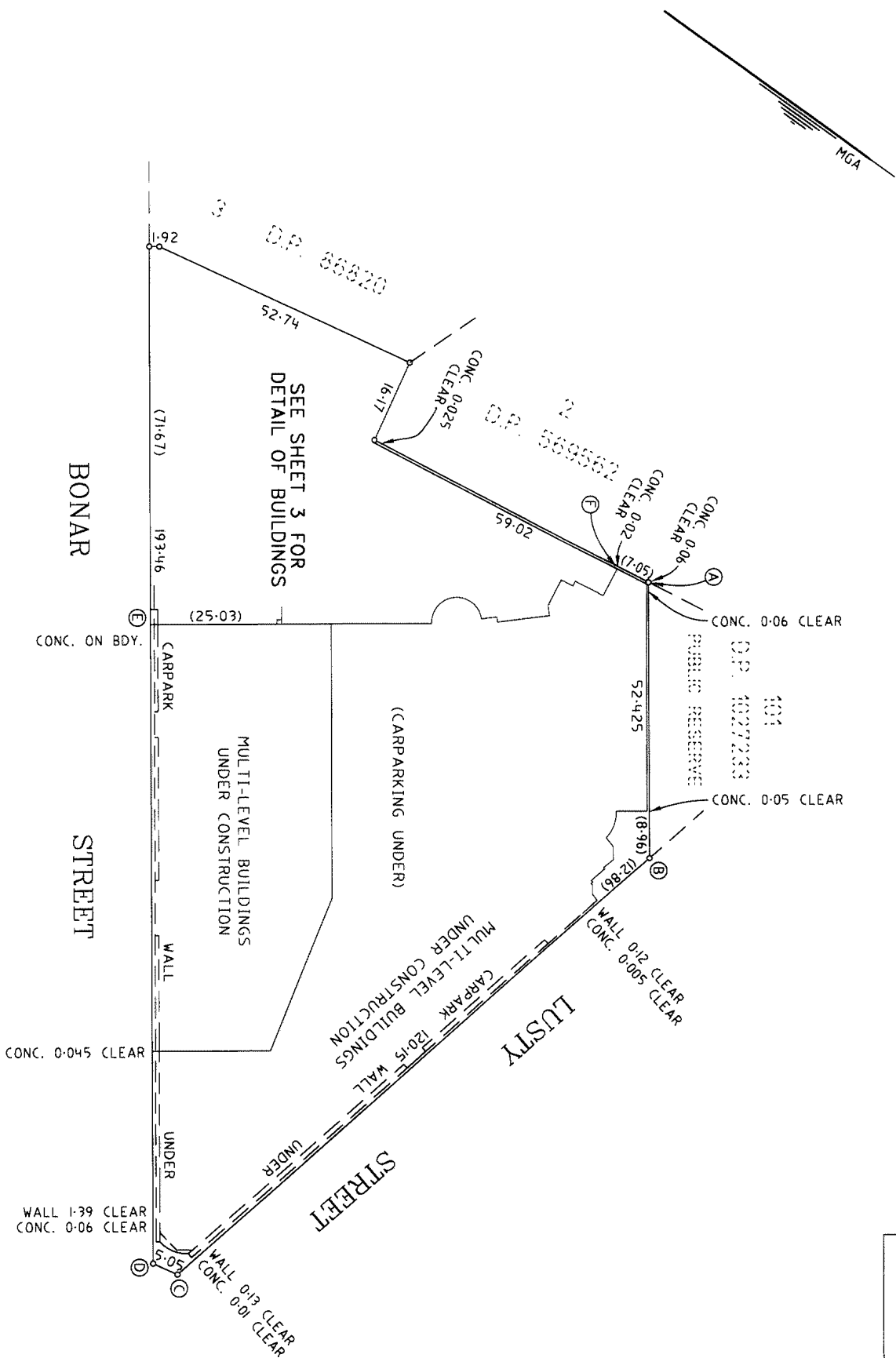
Purpose: STRATA PLAN

Ref. Map: U0937-22

Last Plan: DP1027233

LOCATION PLAN

SP68345



⊥ DENOTES 90°

Reduction Ratio 1:800

Lengths are in metres

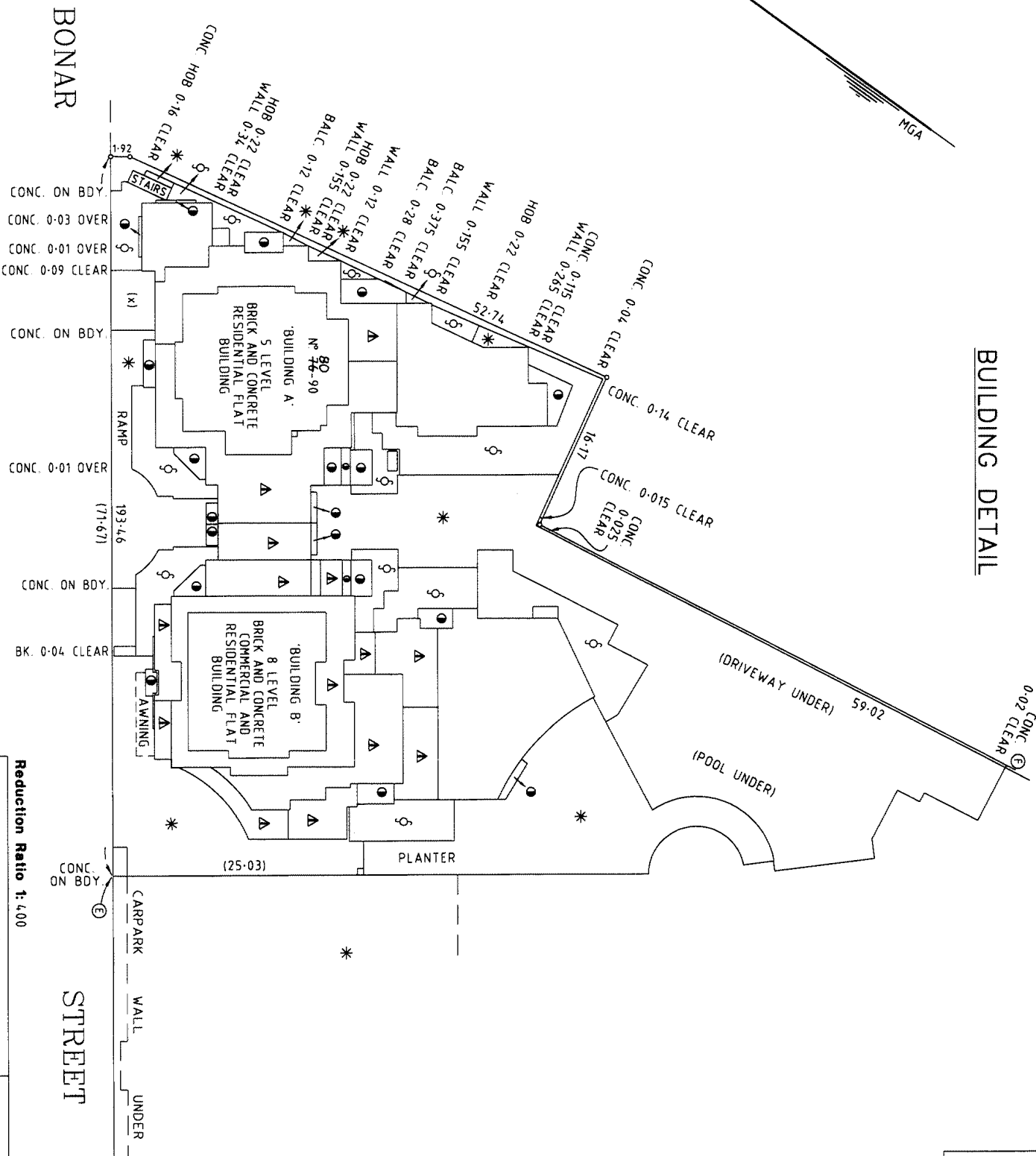


Alanna Brewster
 Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 122442

[Signature]
 General Manager/Authorised Person/Accredited Certifier

BUILDING DETAIL

SP68345



- L DENOTES 90°
 ♂ DENOTES COURTYARD
 ▲ DENOTES TERRACE
 ● DENOTES BALCONY
 * DENOTES CARPARKING UNDER
 (x) DENOTES EASEMENT FOR
 ELECTRICITY PURPOSES
 VARIABLE WIDTH (0P 10360601)

Reduction Ratio 1:4.00

Lengths are in metres



*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT

SP68345

LOT No	U.E.
1	37
2	48
3	32
4	38
5	40
6	38
7	36
8	43
9	30
10	36
11	39
12	40
13	37
14	45
15	38
16	37
17	40
18	39
19	38
20	46

LOT No	U.E.
21	38
22	38
23	41
24	39
25	45
26	44
27	46
28	39
29	11
30	39
31	34
32	35
33	41
34	36
35	36
36	37
37	35
38	38
39	33
40	32

LOT No	U.E.
41	39
42	36
43	36
44	37
45	36
46	38
47	38
48	33
49	40
50	37
51	37
52	38
53	37
54	38
55	38
56	34
57	41
58	38
59	37
60	39

LOT No	U.E.
61	38
62	43
63	43
64	43
65	49
66	44
67	50
68	63
69	2,512
70	4,854

ACG. 10,000

This schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

Reduction Ratio 1:

Murray River-Tuck

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

Lengths are in metres



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

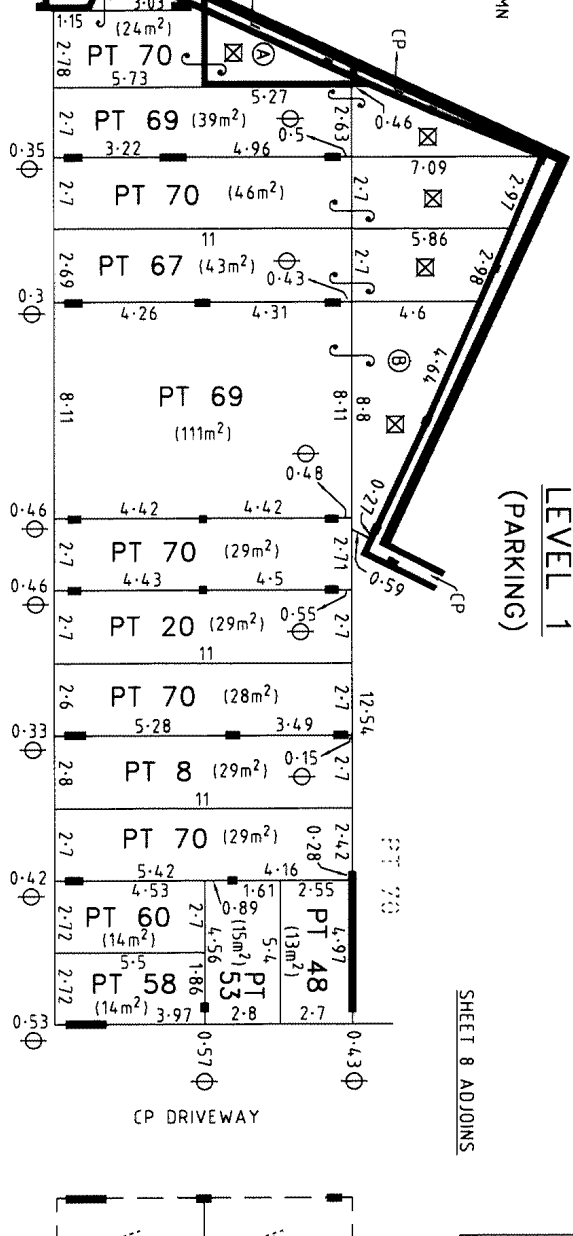
Sheet No. 5 of 17 Sheets

LEVEL 1
(PARKING)

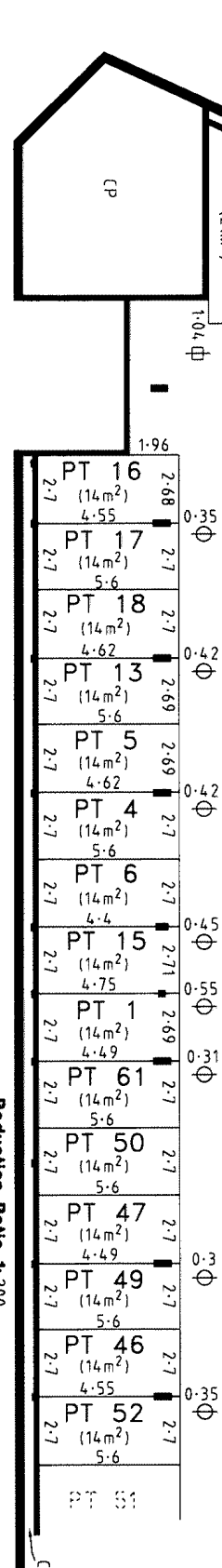
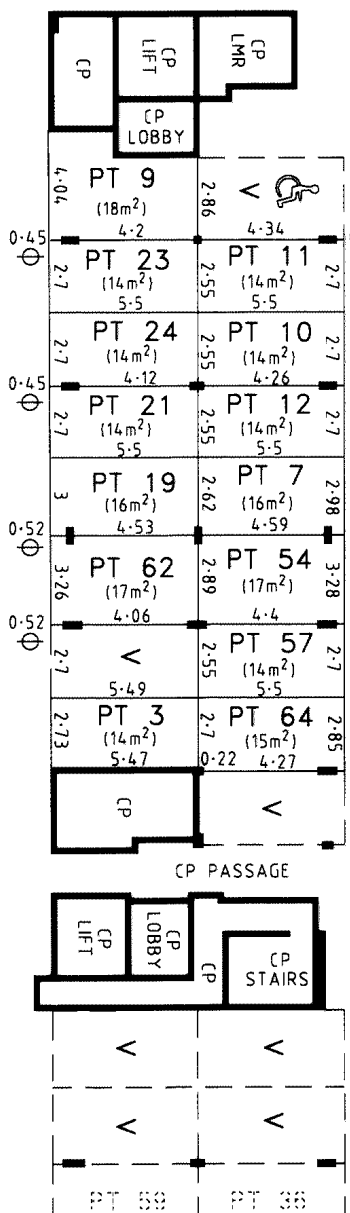
SHEET 8 ADJOINS

SP68345

⊙ DENOTES EASTERN FACE OF CONCRETE HOBB
IS BOUNDARY
⊕ DENOTES PROLONGATION OF CENTRE OF COLUMN
⊖ DENOTES PROLONGATION OF FACE OF COLUMN
BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN
BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN AT FACE
UNLESS OTHERWISE SHOWN
PT 69 AND PT 70 ARE DEVELOPMENT LOTS.
PT 69 DENOTED ⊕ IS LIMITED
IN HEIGHT TO THE UNDERSURFACE
OF THE LEVEL 2 CONCRETE FLOOR
AND WHERE THERE IS NO LEVEL 2
CONCRETE FLOOR TO ITS HORIZONTAL
PROLONGATION.



SHEET 6 ADJOINS



⊙ DENOTES 90°
⊕ DENOTES STORAGE AREA
⊖ DENOTES COMMON PROPERTY
⊙ DENOTES DISABLED PARKING
⊕ DENOTES VISITOR PARKING-CP

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

Reduction Ratio 1:200
Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 122442

General Manager/Authorised Person/Accredited Certifier



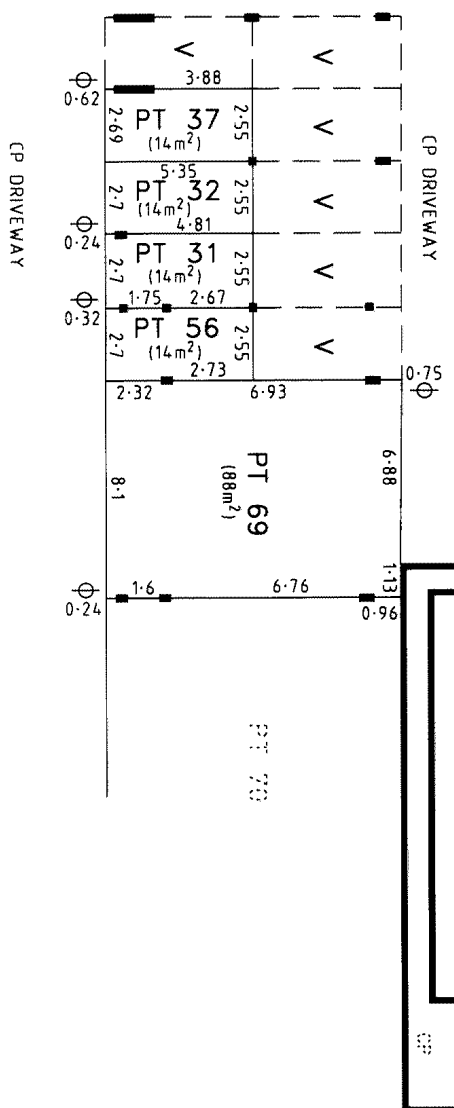
LEVEL 1
(PARKING)

SHEET 8 AD JOINS

SP68345

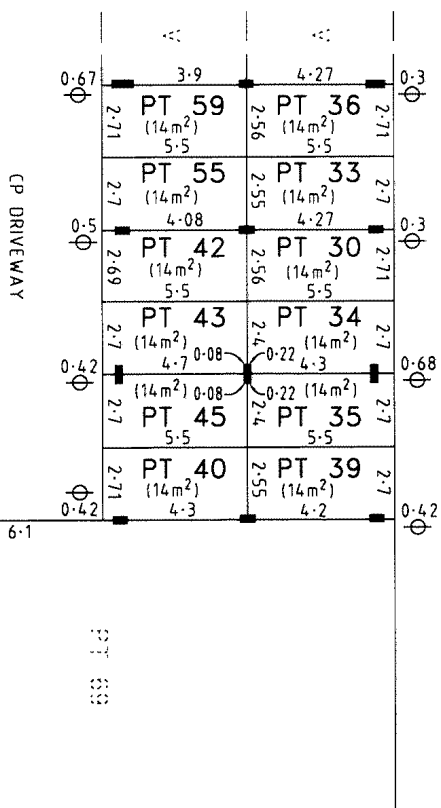
BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

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

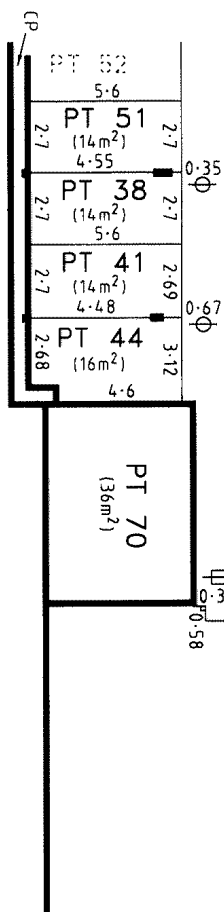


MG

SHEET 5 ADJOINS



SHEET 7 ADJOINS



\perp DENOTES 90°

V DENOTES VISITOR PARKING-CP

CP DENOTES COMMON PROPERTY

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN

⊕ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

PT 69 AND PT 70 ARE DEVELOPMENT LOTS

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

Reduction Ratio 1:200

Lengths are in metres



SURVEYOR'S REFERENCE: 122442

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

STRATA PLAN FORM 2

SHEET 8 ADJOINS

LEVEL 1
(PARKING)

SP68345

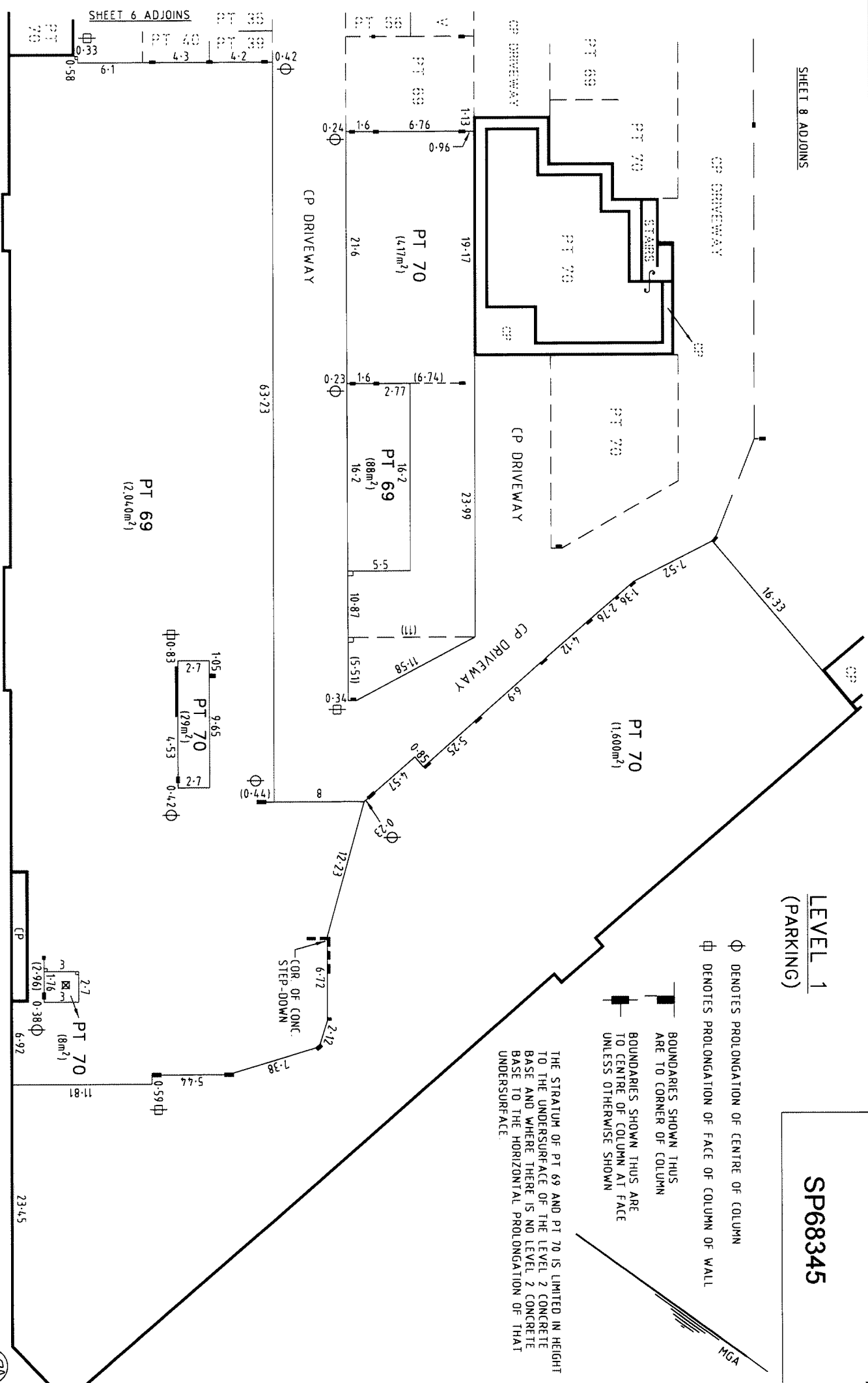
Φ DENOTES PROLONGATION OF CENTRE OF COLUMN

Φ DENOTES PROLONGATION OF FACE OF COLUMN OF WALL

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN

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

THE STRATUM OF PT 69 AND PT 70 IS LIMITED IN HEIGHT TO THE UNDERSURFACE OF THE LEVEL 2 CONCRETE BASE AND WHERE THERE IS NO LEVEL 2 CONCRETE BASE TO THE HORIZONTAL PROLONGATION OF THAT UNDERSURFACE.



*OFFICE USE ONLY

CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE
STRATA SCHEMES (FREEHOLD DEEDS
AND ARE APPROXIMATE ONLY.

☐ DENOTES 90°
☒ DENOTES STOP
☐ DENOTES VIS

PT 69 AND PT 70
ARE DEVELOPMENT

Reduction Ratio 1:300

2-Track

General Measures Authorized by Accredited Certification



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 17 Sheets

THE STRATUM OF PT 70 (190m²) IS LIMITED IN HEIGHT TO THE HORIZONTAL PROLONGATION OF THE UNDERSURFACE OF THE ADJACENT LEVEL 2 CONCRETE SLAB AND IN DEPTH TO 10 BELOW THAT HORIZONTAL PROLONGATION

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

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN
⊕ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

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

PT 69 AND PT 70 ARE DEVELOPMENT LOTS

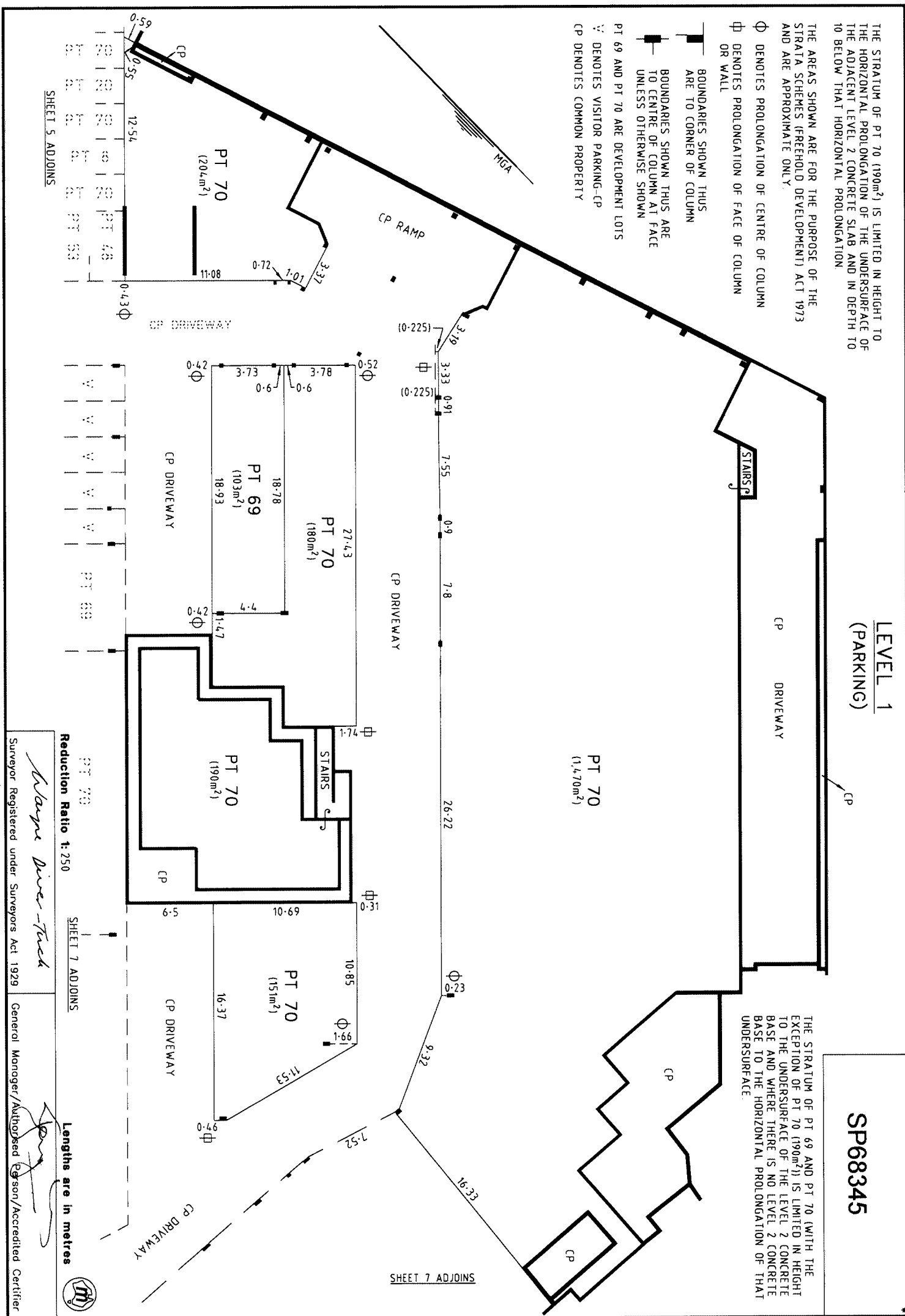
V DENOTES VISITOR PARKING-CP

CP DENOTES COMMON PROPERTY

LEVEL 1
(PARKING)

SP68345

THE STRATUM OF PT 69 AND PT 70 (WITH THE EXCEPTION OF PT 70 (190m²)) IS LIMITED IN HEIGHT TO THE UNDERSURFACE OF THE LEVEL 2 CONCRETE BASE AND WHERE THERE IS NO LEVEL 2 CONCRETE BASE TO THE HORIZONTAL PROLONGATION OF THAT UNDERSURFACE.



*OFFICE USE ONLY

Reduction Ratio 1:250

SHEET 7 ADJOINS

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person/Accredited Certifier
SURVEYOR'S REFERENCE: 122442

BUILDING A & B
LEVEL 2

SHEET 10 ADJOINS

SP68345

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN OR WALL

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

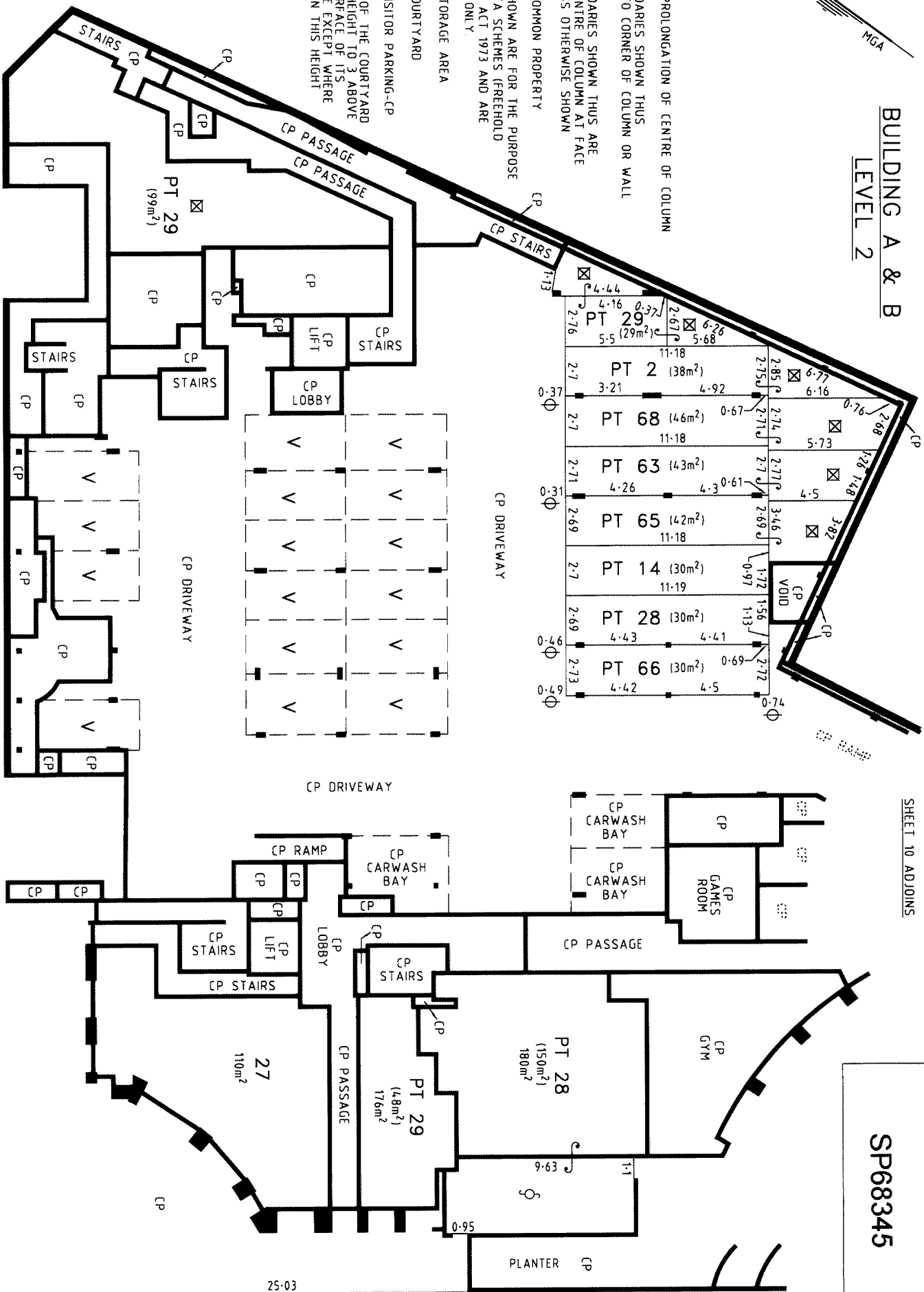
CP DENOTES COMMON PROPERTY

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

⊠ DENOTES STORAGE AREA

○ DENOTES VISITOR PARKING-CP

V DENOTES THE STRATUM OF THE COURTYARD IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT



THE STRUCTURE OF THE PERGOLA WITHIN THE COURTYARD IS COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



SHEET 17 ADJOINS

EAST FACE OF CONC.

*OFFICE USE ONLY

SURVEYOR'S REFERENCE: 122442

Surveyor Registered under Surveyors Act 1929

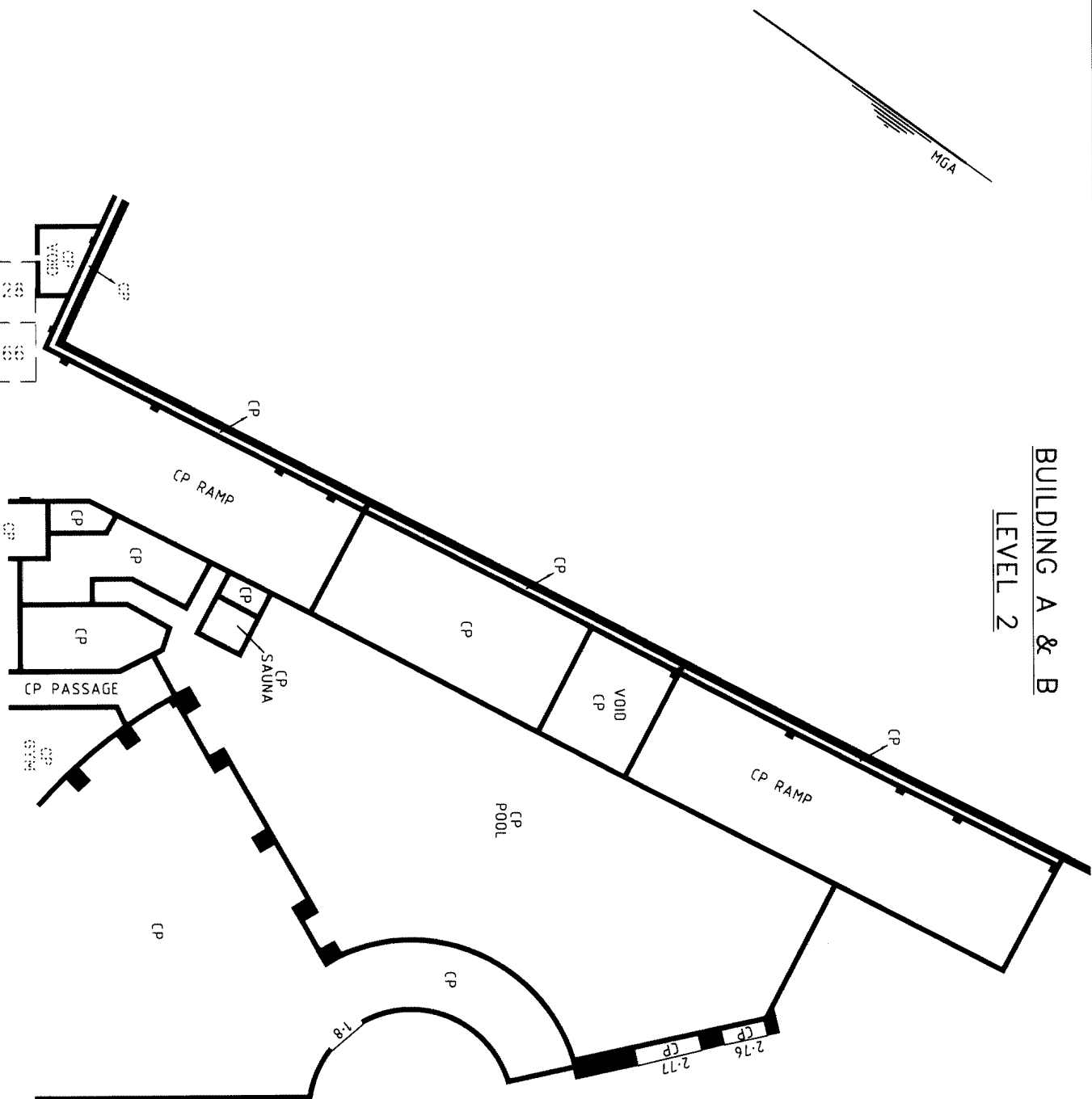
General Manager/Authorised Person/Accredited Certifier

Sharon Linc-Tuck

[Signature]

BUILDING A & B
LEVEL 2

SP68345



CP DENOTES COMMON PROPERTY

SHEET 9, ADJOINS

Reduction Ratio 1:200

Lengths are in metres



Shayne Price-Tice
 Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 122442

[Signature]
 General Manager/Authorised Person/Accredited Certifier

MGA

BUILDING A

LEVEL 3

ADJOINS BELOW

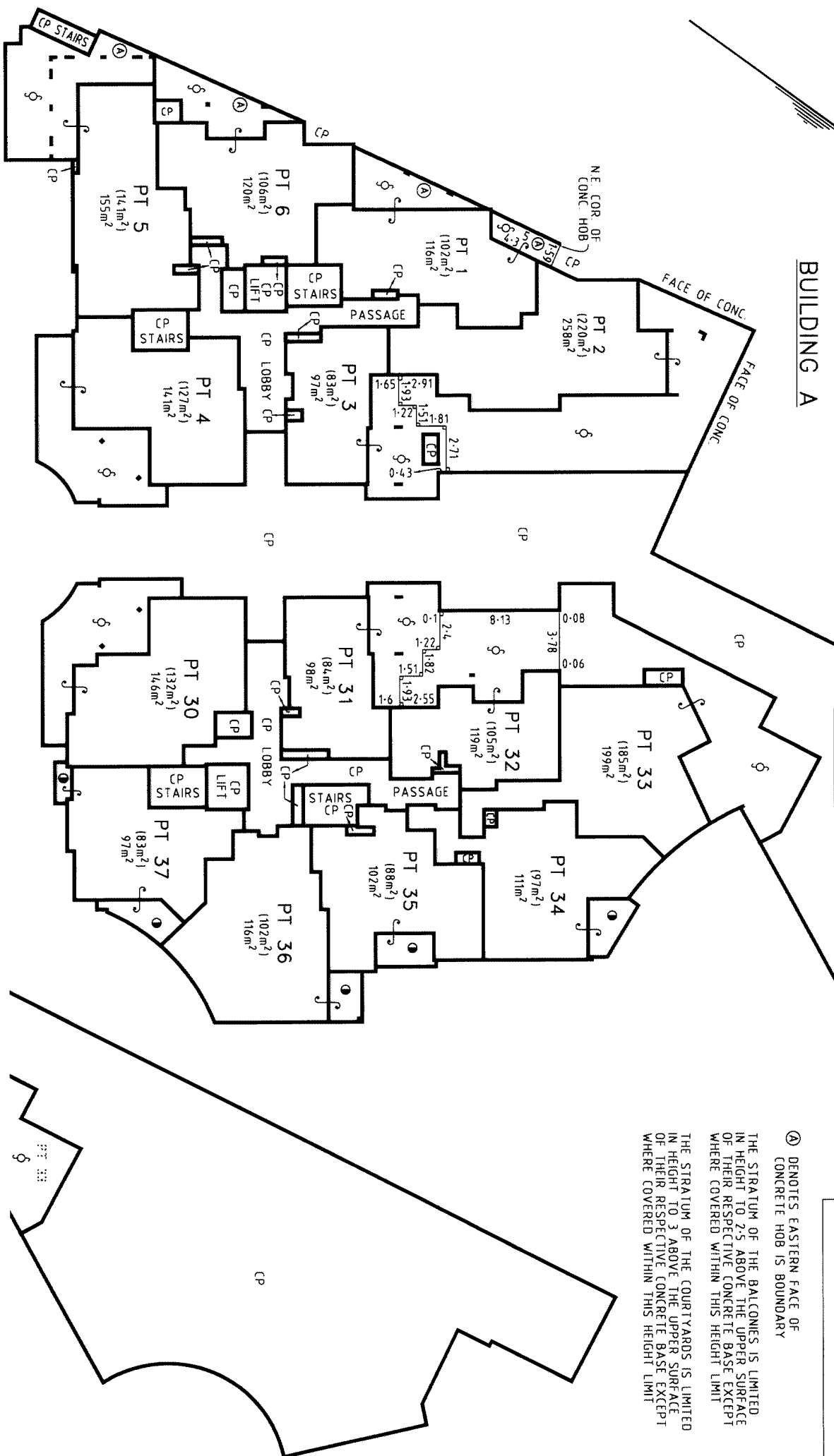
BUILDING B

SP68345

Ⓐ DENOTES EASTERN FACE OF
CONCRETE HOB IS BOUNDARY

THE STRATUM OF THE BALCONIES IS LIMITED
IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT

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



⊙ DENOTES COURTYARD

● DENOTES BALCONY

CP DENOTES COMMON PROPERTY

⊥ DENOTES 90°

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

Reduction Ratio 1:250

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

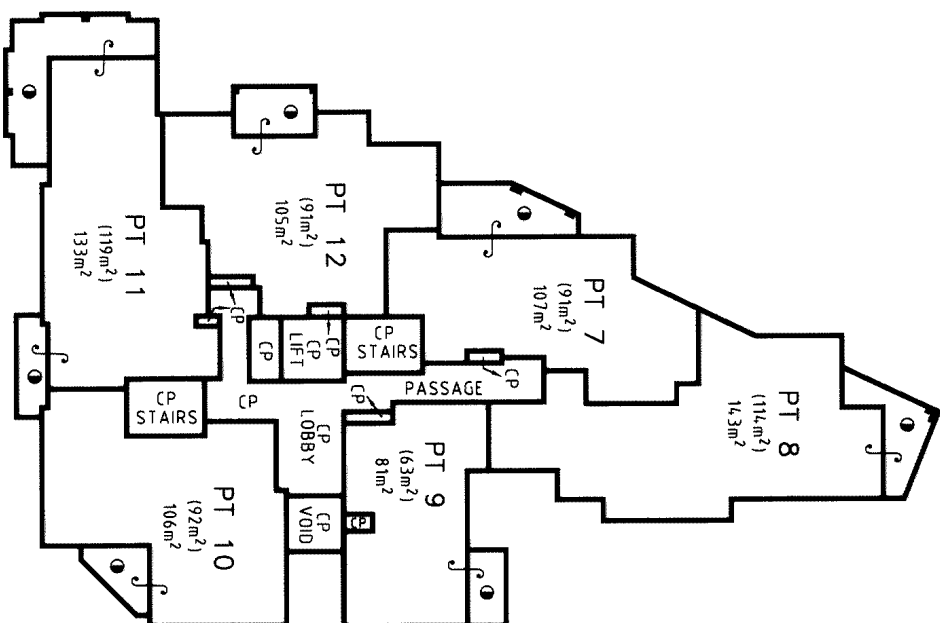
General Manager/Authorised Person/Accredited Certifier

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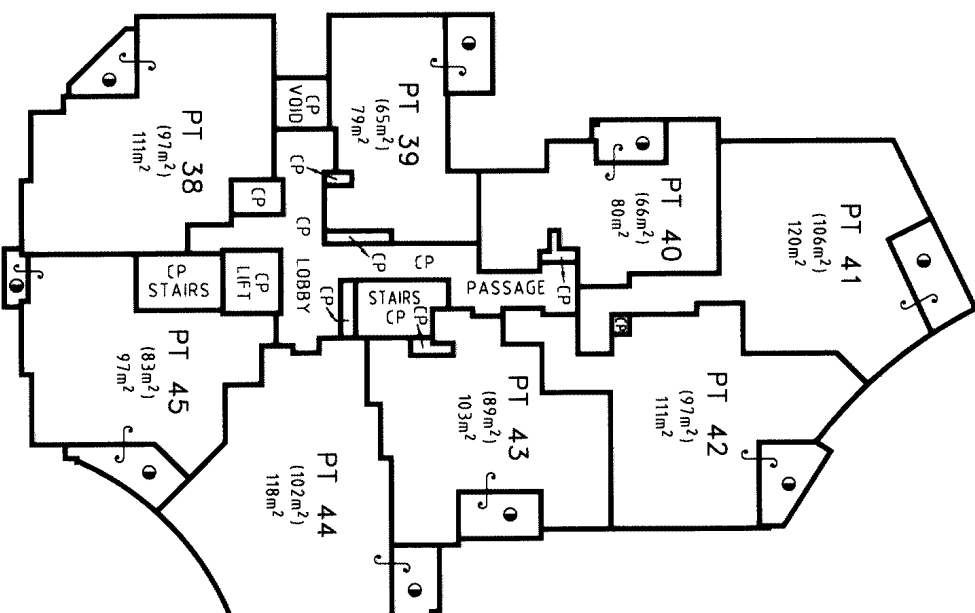
LEVEL 4

SP68345

BUILDING A



BUILDING B



● DENOTES BALCONY

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

THE STRUCTURE OF THE PERGOLAS WITHIN
THE BALCONIES IS COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED
IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT

Reduction Ratio 1:250

Lengths are in metres

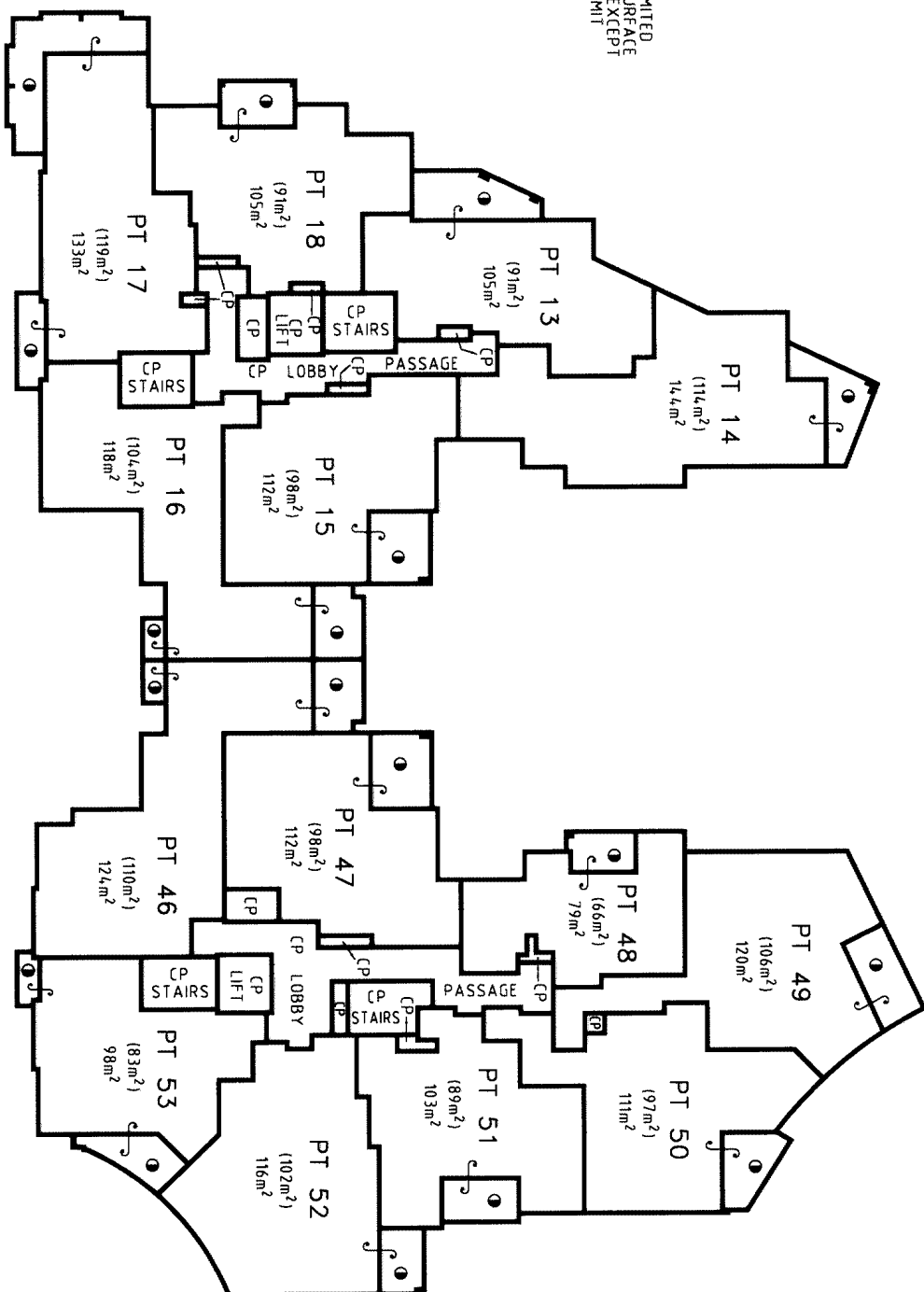


LEVEL 5

SP68345

BUILDING A

BUILDING B



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

● DENOTES BALCONY
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:250

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 127442

General Manager/Authorised Person/Accredited Certifier

LEVEL 6

SP68345

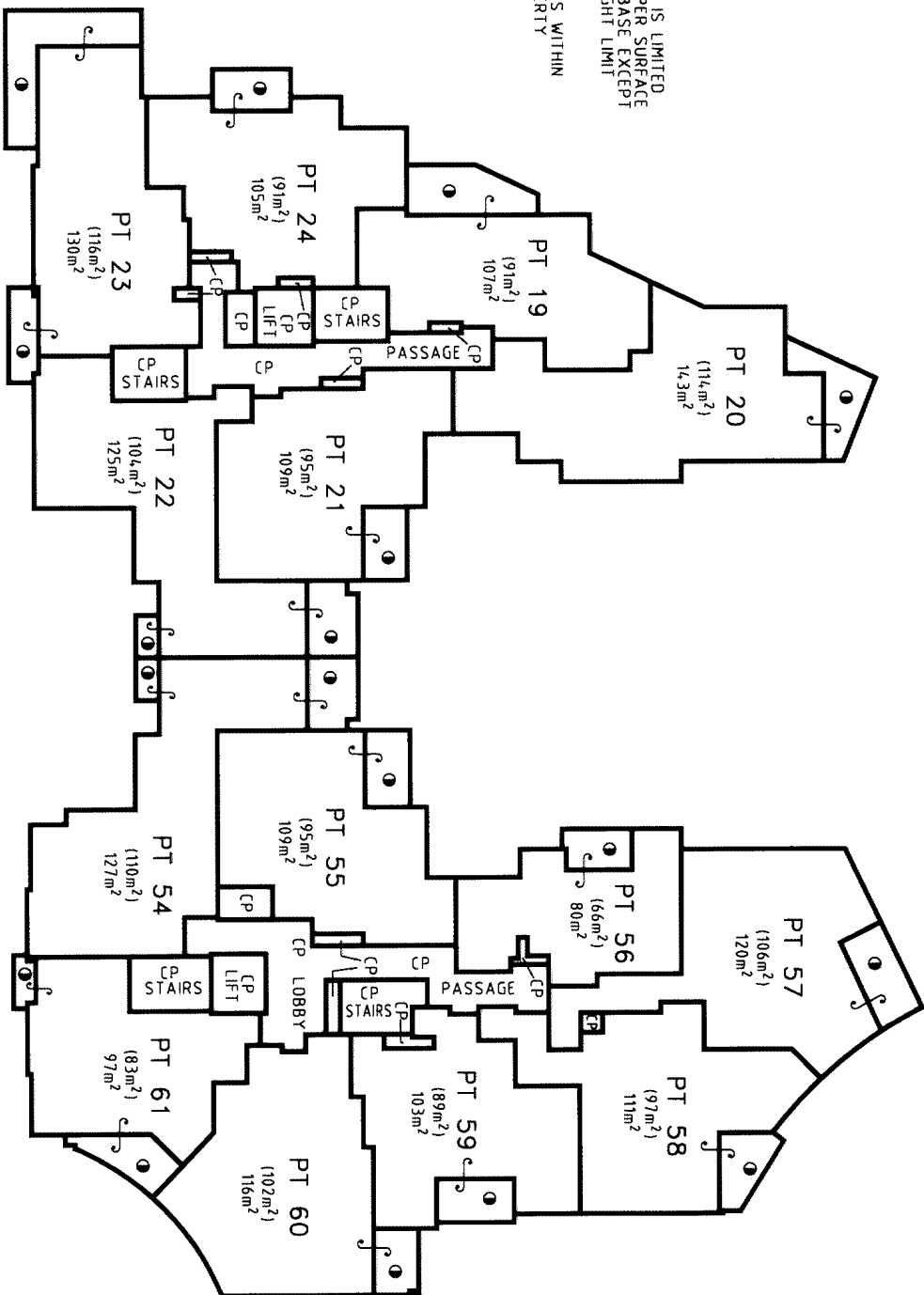
MGA

BUILDING A

BUILDING B

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

THE STRUCTURE OF THE PERGOLAS WITHIN THE BALCONIES IS COMMON PROPERTY



● DENOTES BALCONY

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:250

Lengths are in metres



Shayne Rice-Tuck

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

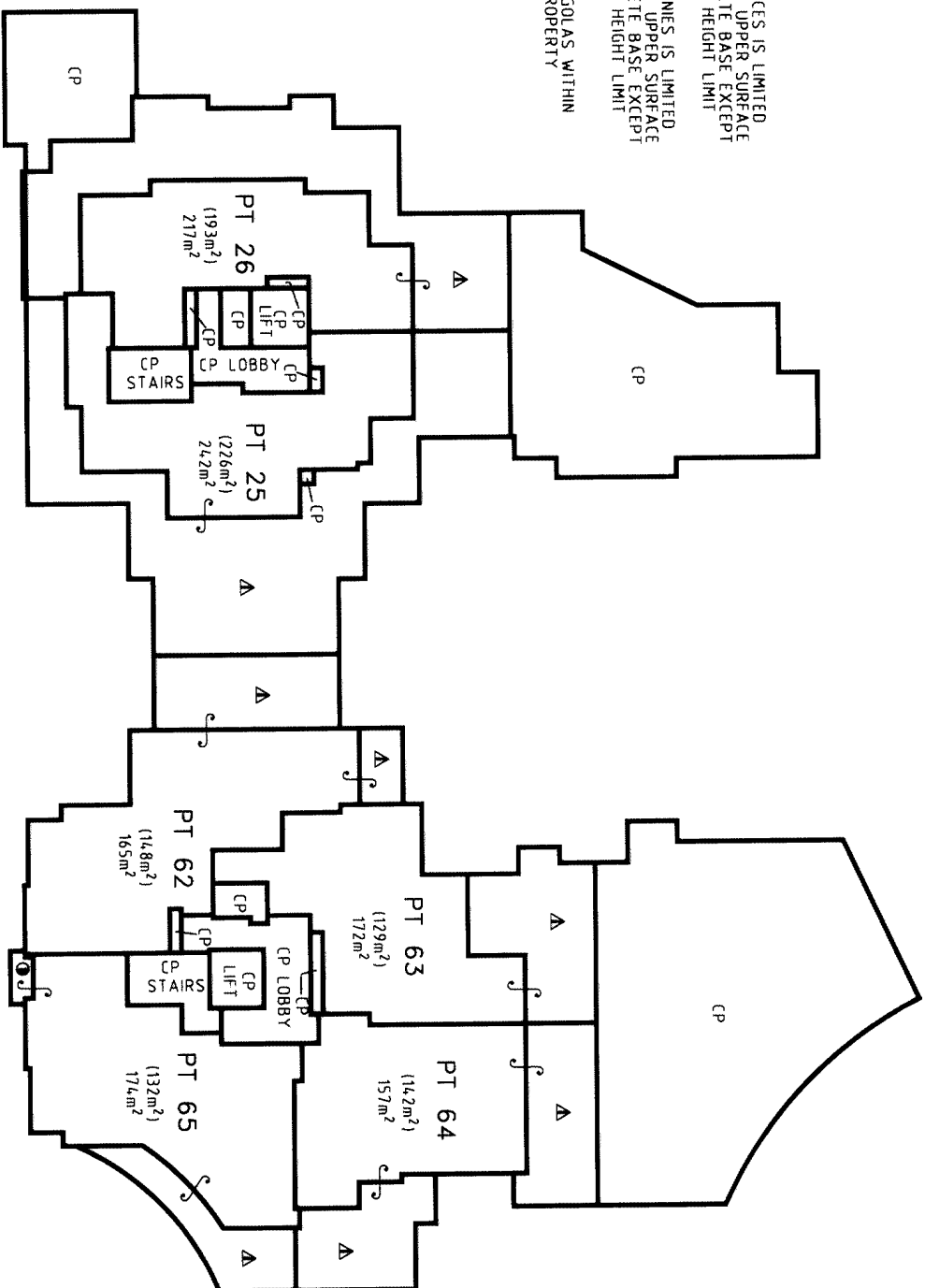
SURVEYOR'S REFERENCE: 12244.2

SP68345

BUILDING A

LEVEL 7

BUILDING B



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES IS COMMON PROPERTY

- DENOTES BALCONY
 - ▲ DENOTES TERRACE
 - CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:250

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person/Accredited Certifier

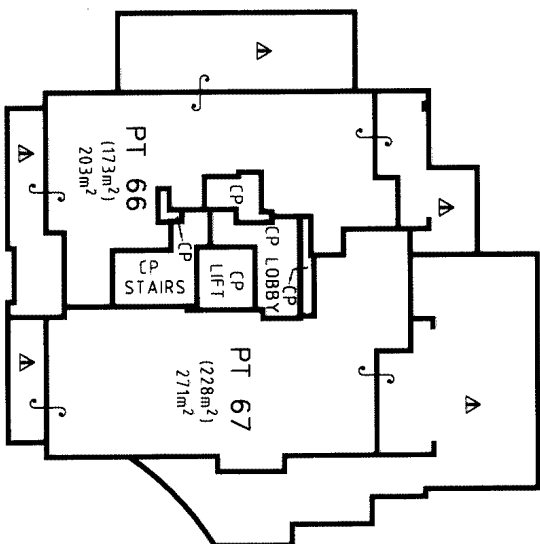
Alayne Price-Tait
SURVEYOR'S REFERENCE: 127442

BUILDING B

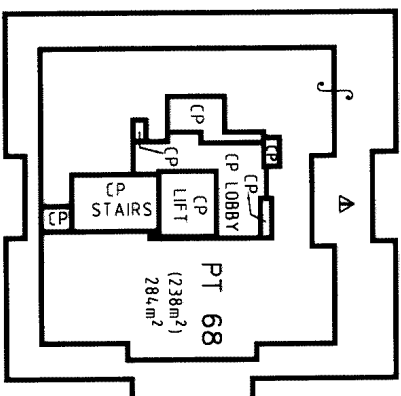
SP68345

MGA

LEVEL 8



LEVEL 9



THE STRATUM OF THE TERRACES IS LIMITED
IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED WITHIN THIS HEIGHT LIMIT

THE STRUCTURE OF THE PERGOLAS WITHIN
THE TERRACES IS COMMON PROPERTY

▲ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

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

Reduction Ratio 1:250

Lengths are in metres



Shayne Nic-Tech

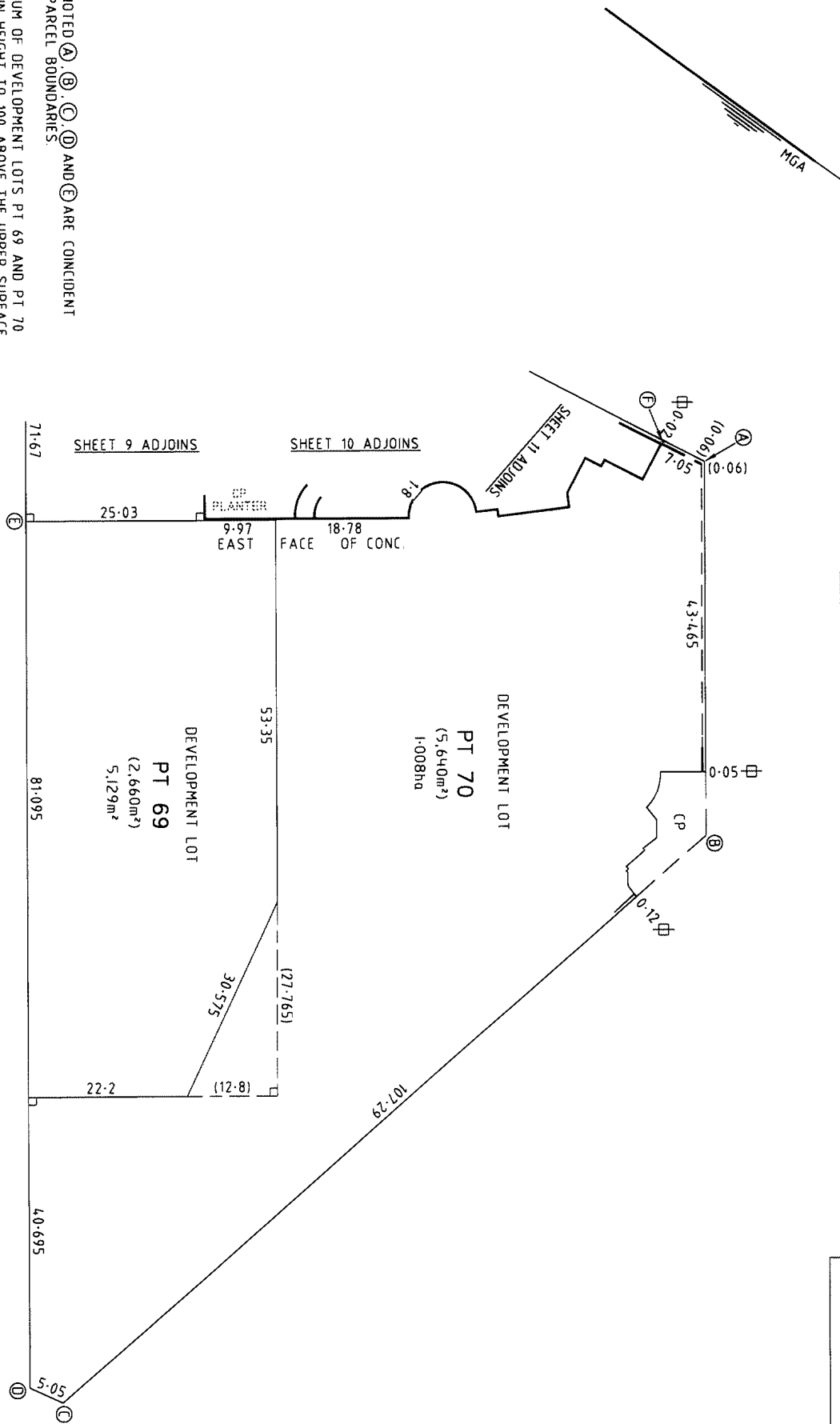
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 122442

DEVELOPMENT LOTS

SP68345



POINTS DENOTED (A), (B), (C), (D) AND (E) ARE CONCURRENT WITH THE PARCEL BOUNDARIES.

THE STRATUM OF DEVELOPMENT LOTS PT 69 AND PT 70 IS LIMITED IN HEIGHT TO 100 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE LEVEL 2 CONCRETE BASE AND WHERE THERE IS NO LEVEL 2 CONCRETE BASE TO THE HORIZONTAL PROLONGATION OF THE UNDERSURFACE OF THE ADJACENT LEVEL 2 CONCRETE BASE AND IN HEIGHT TO 100 ABOVE THAT UNDERSURFACE.

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

⊕ DENOTES PROLONGATION OF FACE OF WALL

⊥ DENOTES 90°

Reduction Ratio 1:600

Lengths are in metres



Alagna Dine-Tuck

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 122442

SP68345

STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...

WARNING

This contract contains details of a strata scheme which is proposed to be developed in three (or four) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Council of the Owners Corporation, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at Item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

Lot 100 in Deposited Plan No. 1027233.

2. DESCRIPTION OF ANY NON-STRATA LAND THAT IS TO BE DEVELOPED ALONG WITH THE STRATA SCHEME

N/A.

3. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME

N/A.

4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lots 69 and 70 (and possible future development lot).

5. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development**" - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

SP68345

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "**authorised proposals** - proposed development **not** subject to a warranty" in the contract.

(iii) Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "**damage**" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agreed with the other parties:



SP68345

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. WARRANTED DEVELOPMENT - proposed development subject to a warranty.

N/A.

7. AUTHORISED PROPOSALS (Stage 2 only – Lot 69) - proposed development not subject to a warranty.

(i) DESCRIPTION OF DEVELOPMENT

2 buildings ("Blocks C & D") of up to 8 levels and 6 levels respectively, containing up to 65 residential units with associated carparking under.

(ii) COMMON PROPERTY AMENITIES

Access driveways, stairs, lifts, plantrooms, landscaped areas, garbage collection and storage facilities and visitor parking.

(iii) SCHEDULE OF COMMENCEMENT AND COMPLETION

N/A.

(iv) SCHEDULE OF LOTS

65 lots

(v) WORKING HOURS

As advised by Rockdale City Council.

(vi) ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT

No interference with Common Property as created by Stage 1
Construction zones wholly maintained within Lots 69 and 70.

(vii) LANDSCAPING

In accordance with landscape plans approved by Rockdale City Council.

(viii) SCHEDULE OF MATERIALS AND FINISHES

External walls of brick and concrete.

(ix) VERTICAL STAGING

Parts of Development Lots 69 and 70 are situated above and below Stage 1. The developer holds a Contractors All Risk Policy with The Underwriter Insurance Company Limited (Policy No. C0154399) and a Public Liability Insurance Policy with The Underwriter Insurance Company Limited and QBE (Policy No. 1061838).

(x) CONTRIBUTION TO COMMON PROPERTY EXPENSES

The developer is not liable for any Common Property expenses.

(xi) PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS



SP68345

8. AUTHORISED PROPOSALS (Stage 3 only – Lot 70) - proposed development not subject to a warranty.

(i) DESCRIPTION OF DEVELOPMENT

Up to 4 buildings ("Blocks E, F, G & H") of up to 9, 6, 6 and 7 levels respectively containing up to 122 residential units with associated carparking under – OR,

1 building ("Block E") of up to 9 levels containing up to 34 residential units with associated carparking under and a further development lot.

(ii) COMMON PROPERTY AMENITIES

Access driveways, stairs, lifts, plantrooms, landscaped areas, garbage collection and storage facilities and visitor parking.

(iii) SCHEDULE OF COMMENCEMENT AND COMPLETION

N/A.

(iv) SCHEDULE OF LOTS

122 Lots – OR – 34 lots and 1 development lot.

(v) WORKING HOURS

As advised by Rockdale City Council.

(vi) ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT

No interference with Common Property as created by Stages 1 and 2.
Construction zones wholly maintained within Lot 70

(vii) LANDSCAPING

In accordance with landscape plans approved by Rockdale City Council.

(viii) SCHEDULE OF MATERIALS AND FINISHES

External walls of brick and concrete.

(ix) VERTICAL STAGING

N/A.

(x) CONTRIBUTION TO COMMON PROPERTY EXPENSES

The developer is not liable for any Common Property expenses.

(xi) PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS

9. AUTHORISED PROPOSALS (Stage 3a only) - proposed development not subject to a warranty.

(i) DESCRIPTION OF DEVELOPMENT

3 buildings ("Blocks F, G & H") of up to 6, 6 and 7 levels respectively containing up to 88 residential units with associated carparking under.

(ii) COMMON PROPERTY AMENITIES

Access driveways, stairs, lift, plantrooms, landscaped areas, garbage collection and storage facilities and visitor parking.

(iii) SCHEDULE OF COMMENCEMENT AND COMPLETION

N/A.

(iv) SCHEDULE OF LOTS

88 lots.



SP68345

(v) **WORKING HOURS**

As advised by Rockdale City Council.

(vi) **ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT**

No interference with Common Property as created by Stage 1, 2 and 3
Construction zones wholly maintained within Development Lot.

(vii) **LANDSCAPING**

In accordance with landscape plans approved by Rockdale City Council.

(viii) **SCHEDULE OF MATERIALS AND FINISHES**

External walls of brick and concrete.

(ix) **VERTICAL STAGING**

N/A.

(x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**

The developer is not liable for any Common Property expenses.

(xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATION**

10. DATE OF CONCLUSION OF DEVELOPMENT SCHEME

24th December, 2010.

11. CONCEPT PLAN

See Sheets 7 – 11.

SP68345

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer:.....

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot:

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

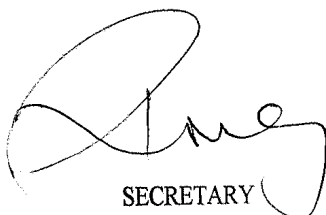
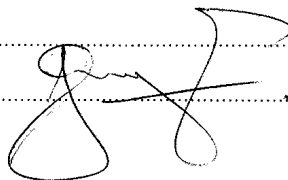
CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has consented to the development described in Development Application No. 768/02
and
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
- (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: 8 JULY 2002

Execution of consent authority:



SECRETARY
ROBYN McCULLY

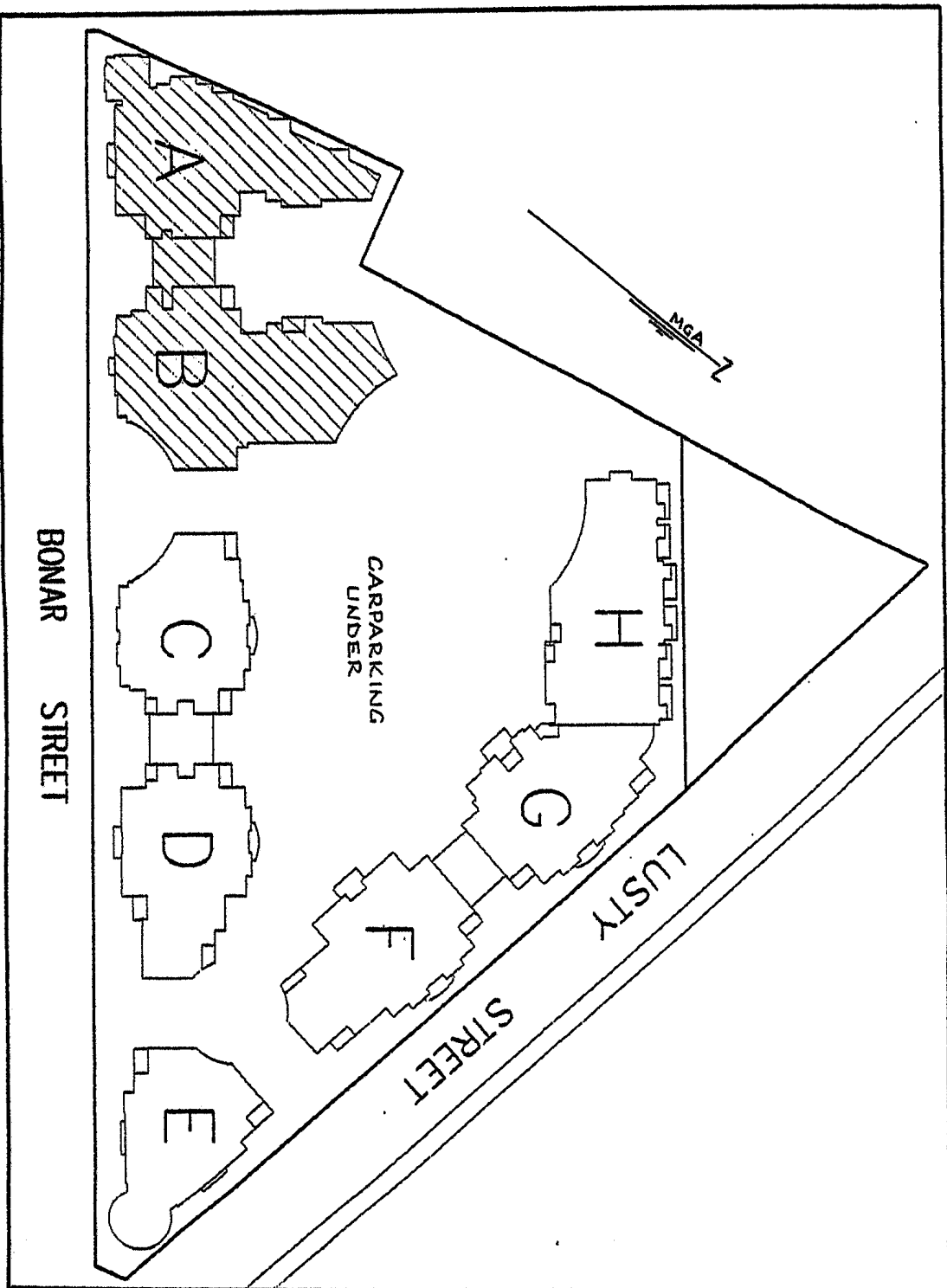
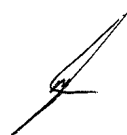


DIRECTOR
Tony Paskell

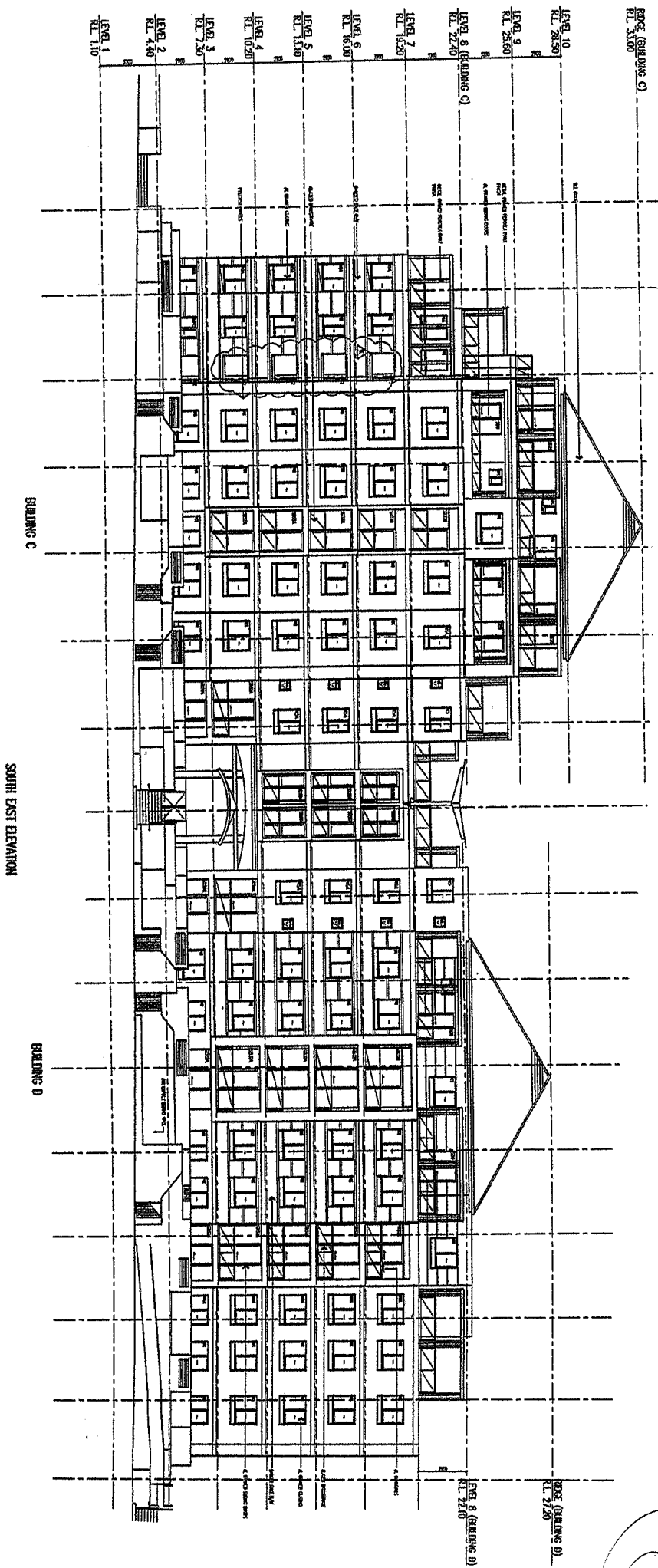
Sirata Development Contract
CONCEPT PLAN
Plan of Development
SUBDIVISION OF LOT 100 IN D.P.
Nº 80-90 BONAR STREET,
WOLLACREEK 2205

Sheet Nº 7 of 11 Sheets
SP68345

Consented to
Application Nº 768/02
Registered Date 15/24.7.2002



SITE PLAN

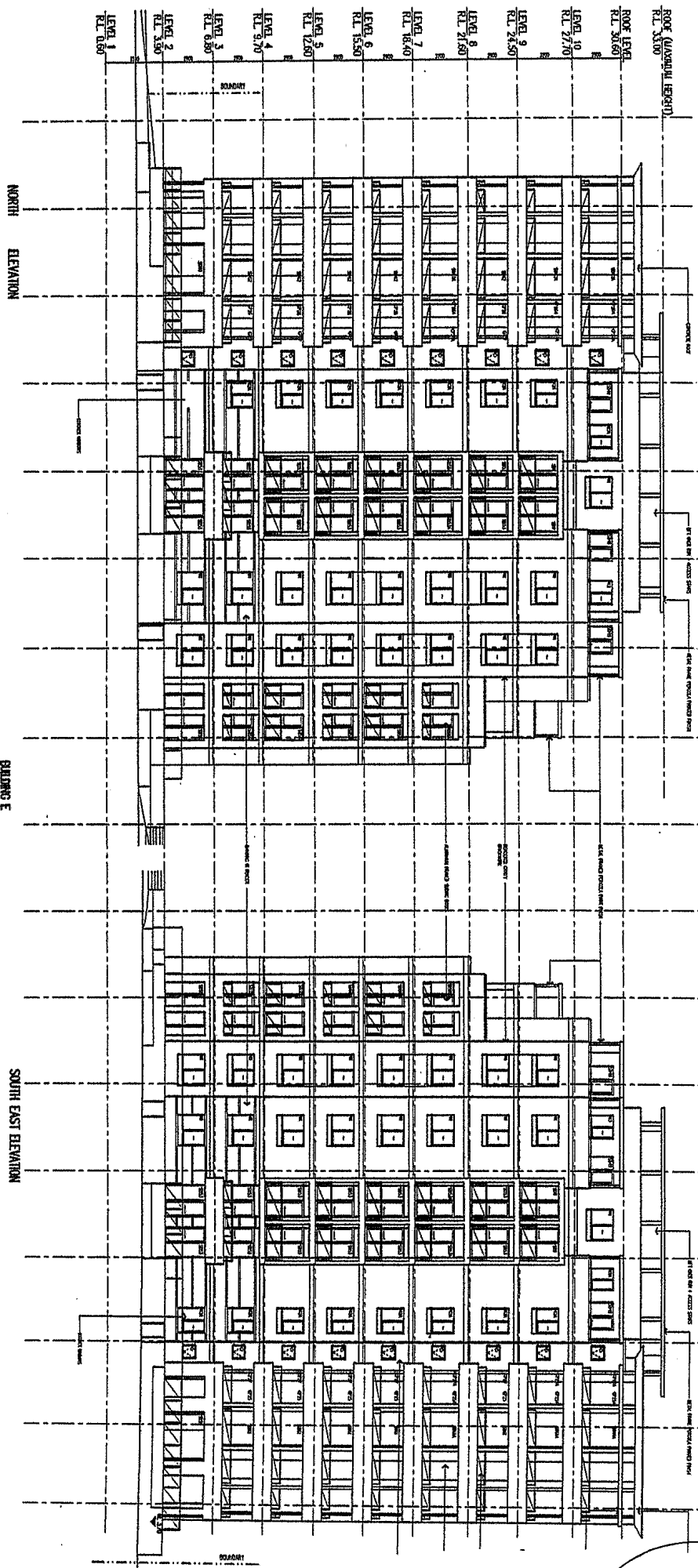


Strata Development Contract
 CONCEPT PLAN
 Plan of Development
 SUBDIVISION OF LOT 100 IN D.P.
 N° 80-90 BONAR STREET,
 WOLL CREEK 2205

Sheet N° 8 of 11 Sheets
 SP68345

Consented to
 Application N° 7168102
 Registered Date 18/24/7.2002

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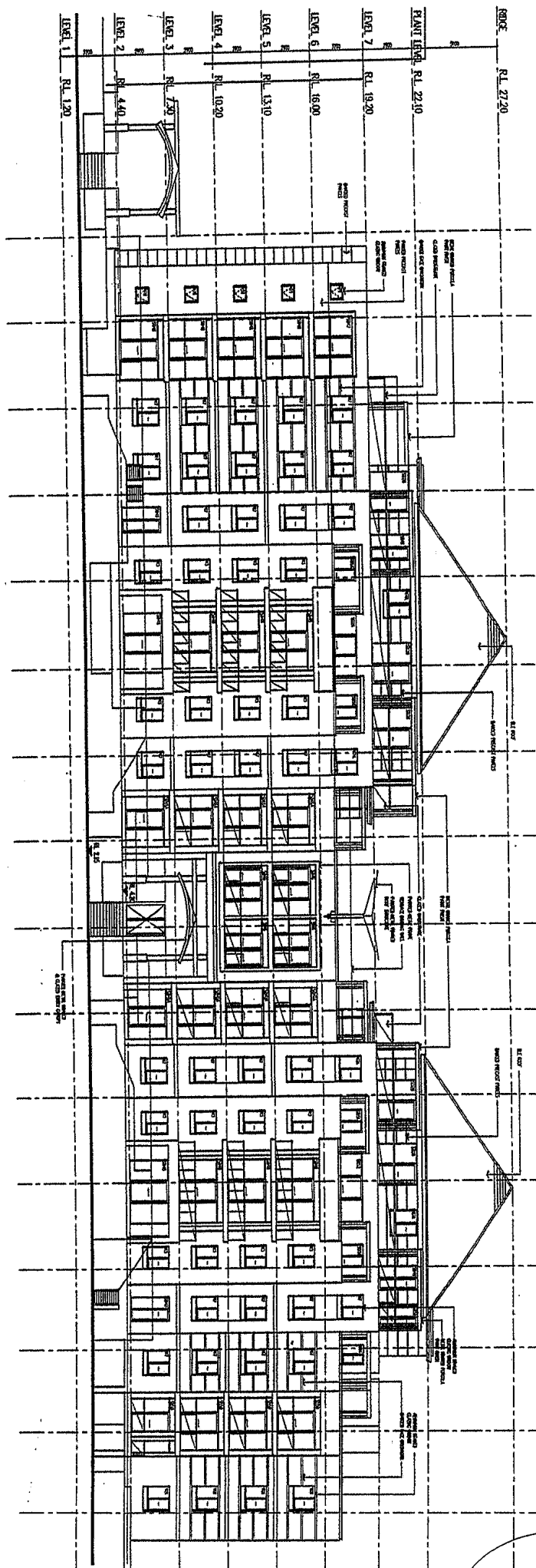
Strata Development Contract
 CONCEPT PLAN
 Plan of Development
 SUBDIVISION OF LOT 100 IN D.P.
 N° 80 - 90 BONAR STREET,
 WOLLI CREEK 2205

Sheet N° 9 of 11 Sheets
 SP68345

Consented to
 Application N° 768102
 Registered Date 18/24/7/2002



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Strata Development Contract
 CONCEPT PLAN
 Plan of Development
 SUBDIVISION OF LOT 100 IN D.P.
 N° 80 -90 BONAR STREET,
 WOLLI CREEK 2205

Sheet N° 10 of 11 Sheets
 SP68345

Consented to
 Application N° 168102
 Registered Date 18.04.7.2008



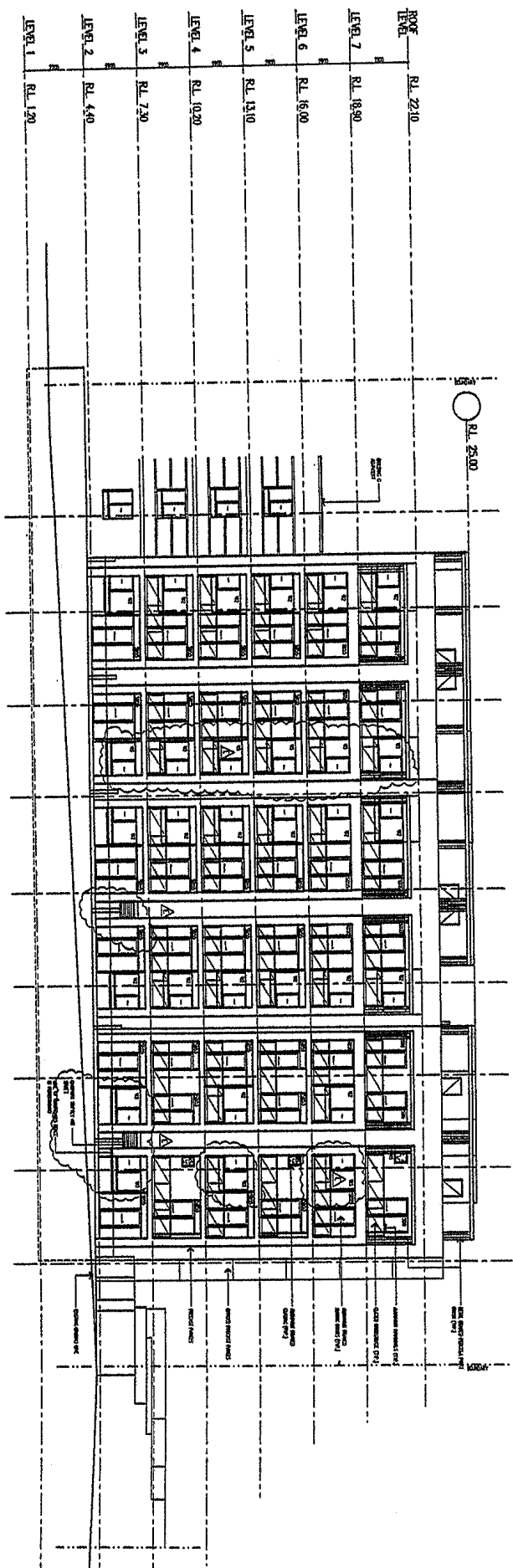
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SP68345



Strata Development Contract
 CONCEPT PLAN
 Plan of Development
 SUBDIVISION OF LOT 100 IN D.P.
 No 80 - 90 BONAR STREET,
 WOLLI CREEK 2205

Sheet No 11 of 11 Sheets
 SP68345

Consented to
 Application No 768/02
 Registered Date 13/24/2002

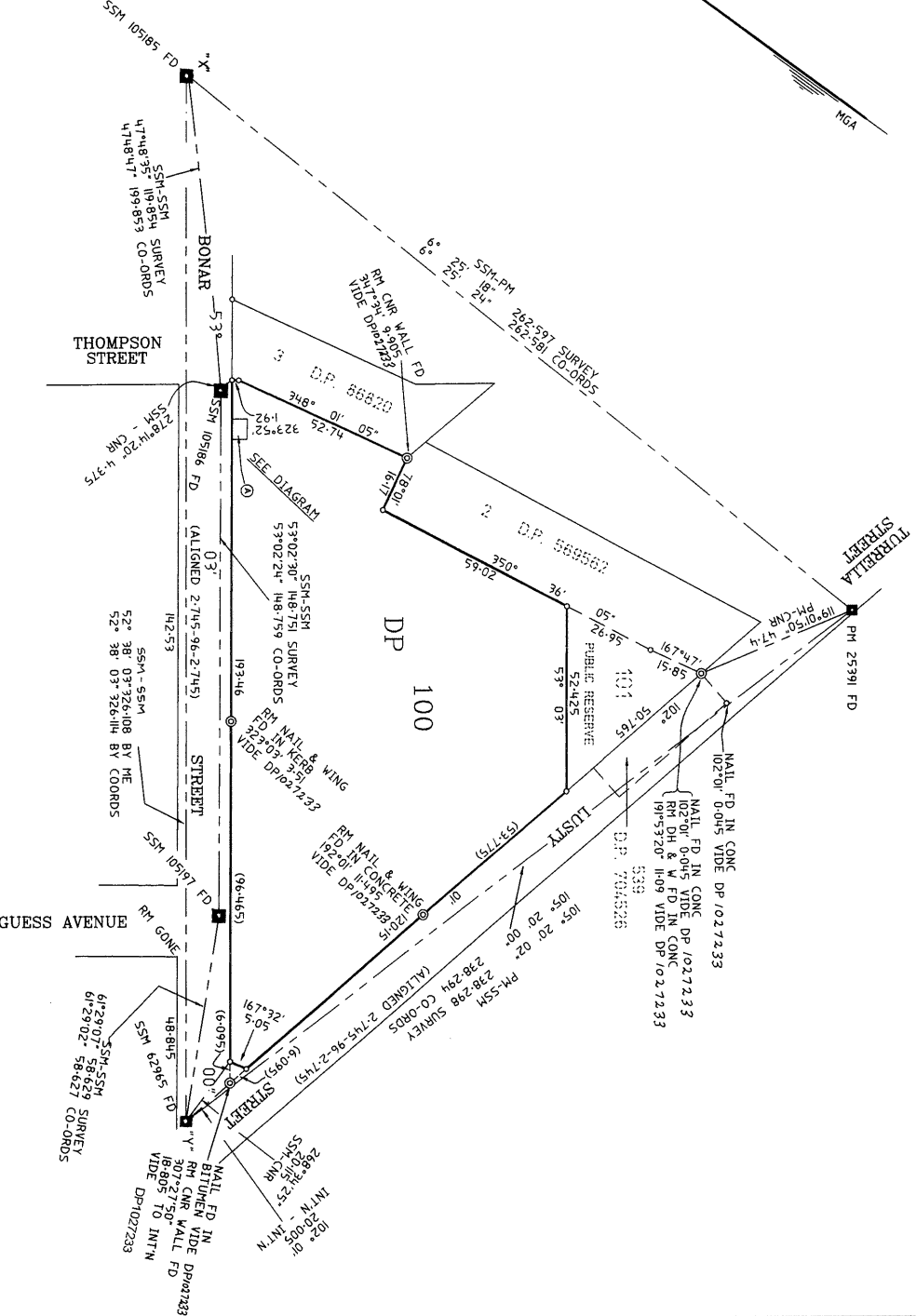


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Attorney 
Witness 




1997年12月15日 星期一 第10000号



MGA CO-ORDINATES				ZONE: 56	
MARK	EASTING	NORTHING	CLASS	ORDER	
PM 25391	328 814-777	6 244 183-461	B	U	
SSM 10585	328 814-402	6 243 922-539	B	U	
SSM 10586	328 902-204	6 244 003-023	B	U	
SSM 10597	329 021-066	6 244 092-462	B	U	
SSM 62865	329 072-579	6 244 120-051	B	U	

COMBINED STATE FACTOR: 0.99996

SOURCE: MGA COORDINATES ADOPTED FROM
SCLIMS ON 19/3/01

Registered:  16-01-2002
C.A.: _____
Title System: TORRENS
Purpose: EASEMENT
Ref. Map: U0937-22
Last Plan: DP 1027233

**PLAN OF EASEMENT FOR
ELECTRICITY PURPOSES OVER
LOT 100 DP 1027233**

L G A : ROCKDALE
Locality: ARNCILFFE
Parish: ST. GEORGE
County: CUMBERLAND

Surveyors (Practice) Regulations 1996
Robert Alfred Pike

a Surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on: 25/10/2001

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

Deftens Loc: "X" - "Y"

Zone: Suburban/Commercial

01/05/2016

DP

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT (1919) IT IS INTENDED TO CREATE:-

1. EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH

INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED AND RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in Metres

Sheet 1 of 4 Sheets

DP1036060

Plan of easement for electricity
purposes over Lot 100
DP

**Full Name and Address of Proprietor
of the Land:**

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Easement firstly referred to in the
abovementioned plan:

Easement for electricity purposes
variable width

Schedule of Lots Affected

Lots Burdened
Lot 100

Authority Benefited
EnergyAustralia

PART 1A

1. Identity of Easement to be released firstly
referred to in the abovementioned plan:

Right of way 0.67 & 0.695 wide
vide T 191664

Schedule of Lots Affected

Lots Burdened
Lot B DP 367668
Lot A DP 32997

Authority Benefited
EnergyAustralia

2. Identity of Easement to be released secondly
referred to in the abovementioned plan:

Right of way & easement for
electricity purposes variable width
vide T 191664

Schedule of Lots Affected

Lots Burdened
Lot B DP 367668
~~Lot A DP 32997~~

Authority Benefited
EnergyAustralia

.....
Council Authorised Person

88B/122442_1

INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED AND RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in Metres

Sheet 2 of 4 Sheets

DP1036060

Plan of easement for electricity
purposes over Lot 100
DP

**Full Name and Address of Proprietor
of the Land:**

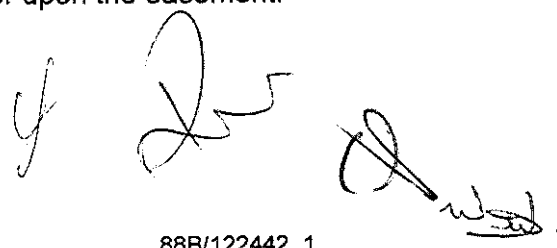
Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2

**1. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES FIRSTLY REFERRED TO
IN THE ABOVEMENTIONED PLAN:**

1. Full right leave liberty and licence for EnergyAustralia its agents servants and workmen to:
 - 1.1 erect construct and place repair inspect maintain and remove electricity substation premises; and
 - 1.2 lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under and over that part of the lot burdened and affected by the easement (herein referred to as the "easement"); and also
 - 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the easement and the said electricity substation and electric mains when constructed.
2. TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.
4. PROVIDED THAT EnergyAustralia shall not permit or suffer any person other than its officers servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.

.....
Council Authorised Person


88B/122442_1

INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED AND RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in Metres

Sheet 3 of 4 Sheets

DP1036060

Plan of easement for electricity
purposes over Lot 100
DP

Full Name and Address of Proprietor
of the Land:

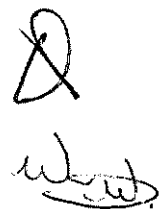
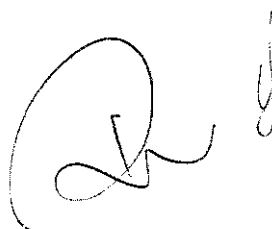
Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd)

5. AND PROVIDED FURTHER that except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in anywise be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
6. AND the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the easement AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
7. AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Registered Proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
8. AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

.....
Council Authorised Person

88B/122442_1



INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
INTENDED TO BE CREATED AND RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in Metres

Sheet 4 of 4 Sheets

DP1036060

Plan of easement for electricity
purposes over Lot 100
DP

Full Name and Address of Proprietor
of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd)

9. AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot
burdened that the overhanging window sills, as at the date of creation of this
easement, which overhang the easement be allowed to remain.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT
FIRSTLY, REFERRED TO:

EnergyAustralia



SIGNED SEALED AND DELIVERED

for and on behalf of EnergyAustralia

by GRANT KENNETH
GABRIEL SMITH

its duly constituted Attorney pursuant

to Power of Attorney registered

Book 4290 No. 806

Attorney

Witness


DIRECTOR

RALPH GOODWIN


SECRETARY

ROBYN McCULLY

.....
Council Authorised Person

88B/122442_1

REGISTERED



16/01/2002

Form: 15CH
Release: 1.0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 201
Real Property Act 1900



AM544791B

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 68345				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP68345.AU</td></tr></table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP68345.AU	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP68345.AU				
CODE CH					

(C) The Owners-Strata Plan No. 68345 certify that pursuant to a resolution passed on 7/3/2017 and

(D) in accordance with the provisions of Section No.141& 142 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 2

Amended by-law No. NOT APPLICABLE

as fully set out below:

Please refer to attached Annexure A for consolidated By Laws

Please refer to Annexure B for additional By Law 2

(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. 68345 was affixed on 15/6/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

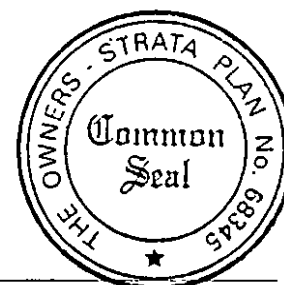
Name: Andrew Uchino

Authority: Licensed Strata Manager

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

ANNEXURE A

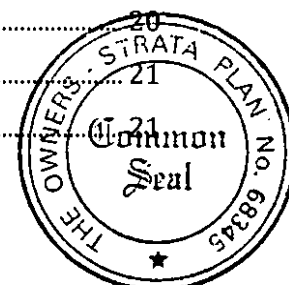
The Owners – Strata Plan No. 68345



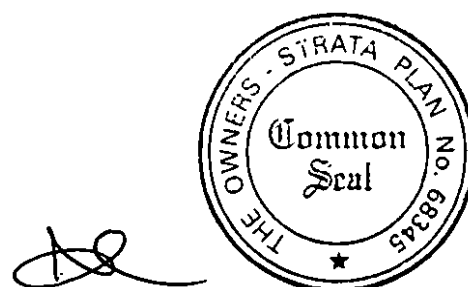
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Definitions and Interpretation

(1) Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;
- (d) a reference to an owner of a lot includes a reference to their executors, administrators, successors or permitted assigns;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (h) a term defined in the Management Act or Development Act will have the same meaning; and
- (i) where no time is specified for compliance with an obligation of an
- (j) Owner or occupier of a lot under these by-laws, that owner or occupier must comply with that obligation promptly.

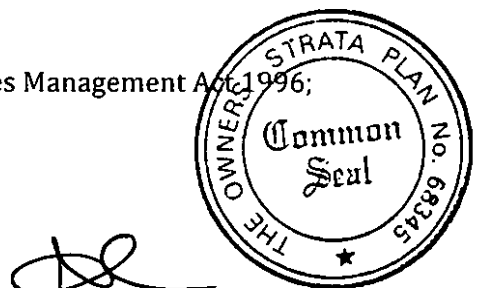
(2) Conflict

To the extent that any term of these by-laws is inconsistent with the Management Act or any other Act or law it is to be severed and these by-laws will be read and be enforceable as if so consistent.

(3) Definitions

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

- (a) **common property** means the common property in the strata plan;
- (b) **Development Act** means the Strata Schemes (Freehold Development) Act 1973;
- (c) **lot** means a lot in the strata scheme;
- (d) **Management Act** means the Strata Schemes Management Act 1996;
- (e) **occupier** means, in relation to a lot:



- (i) the occupier of a lot, but only in relation to the lot occupied by that occupier;
 - (ii) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
 - (iii) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;
- (f) **owner** means, in relation to a lot:
 - (i) the owner of a lot, but only in relation to the lot owned by that owner;
 - (ii) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
 - (iii) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;
- (g) **owners corporation** means the owners corporation created on registration of the strata plan;
- (h) **strata scheme** means the strata scheme relating to the strata plan; and
- (i) **Strata plan** means strata plan number 68345.

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor car parking space except with the written approval of the Owners Corporation.

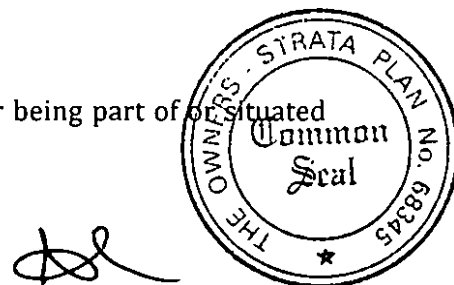
3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

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



- (2) Use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property

- (3) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (4) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (5) This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) Any structure or device to prevent harm to children.
- (6) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (7) Despite section 62 of the Management Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

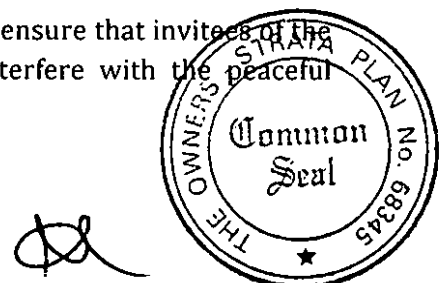
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful



enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

- (8)** In this by-law 10 Washing means articles, including clothing, towel, bedding etc., that have been washed or are intended to be washed at any one time.
- (9)** An owner or occupier of a lot may hang Washing on any lines designated by the owners corporation for that purpose.
- (10)** An owner or occupier of a lot may hang Washing on any part of the lot provided that the Washing:
 - (a)** does not affect the appearance of the lot; and
 - (b)** is restricted to the height of the balustrade when hung in the balcony area of the lot.
- (11)** Washing may only be hung for a reasonable period of time.
- (12)** An owner or occupier of a lot must not cause any alteration or damage to common property in the process of hanging the Washing.
- (13)** An owner or occupier of a lot may hang Washing on any part of the lot that will be visible from the street outside the Building only if the owner has the prior written approval of the owners corporation.
- (14)** If any owner fails to comply with any obligation under this by-law, the owners corporation may:
 - (a)** carry out all work necessary to perform that obligation;
 - (b)** recover the costs of such work from the owner as a debt due; and
 - (c)** recovery from the owner the amount of any fine or fee as a debt due which may be charged to the owners corporation as a result of any non compliance with this by-law by the owner.

11 Cleaning of windows and doors

An owner or occupier of a lot must keep clean all safely accessible glass in windows and all doors on the boundary of the lot, including so much as is common property.

12 Storage of inflammable liquids and other substances and materials



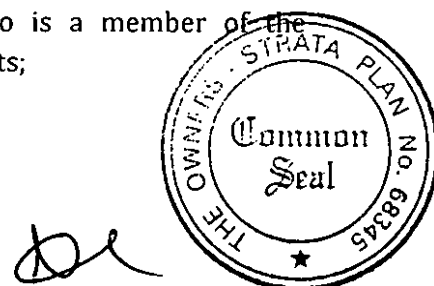
- (15) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (16) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

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

14 Floor Coverings

- (17) An owner or occupier of a lot must not install or keep Non-Carpet Floor Covering (other than in a kitchen, laundry or bathroom), or permit the same, otherwise than in compliance with the conditions in clause 14.2.
- (18) The conditions referred to in clause 14.1 are as follows:
 - (a) Prior to the installation of Non-Carpet Floor Covering the owner must:
 - (i) Obtain the written approval of the owners corporation to the proposed location, style, design and type of Non-Carpet Floor Covering and the method of installation, including but not limited to the noise attenuating properties of the same.
 - (ii) Provide evidence to the reasonable satisfaction of the owners corporation that the Non-Carpet Floor Covering has been designed by an Acoustic Consultant and will achieve a Star Rating of at least 5.
 - (b) The owner or occupier must otherwise comply with any applicable law, including the Management Act, Development Act and the other provisions of the by-laws.
- (19) Despite any other provision of these by-laws an owner or occupier of a lot must not install or keep Non-Carpet Floor Covering:
 - (a) in a bedroom that is adjacent to the bedroom of an adjoining lot; or
 - (b) a kitchen, laundry or bathroom that is that is immediately above a bedroom or living area in a lot below (except to the extent that the lot was originally constructed in such a configuration).
- (20) In this by-law 14:
 - (a) Acoustic Consultant means a consultant who is a member of the Association of Australian Accoustical Consultants;



- (b) Non-Carpet Floor Covering means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring; and
- (c) Star Rating means the Accoustical Star Rating For Apartments and Townhouses published by the Association of Australian Accoustical Consultants from time to time.

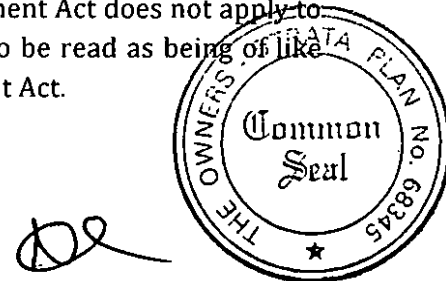
15 Garbage Disposal

An owner or occupier of a lot:

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

16 Keeping of animals

- (27) An owner or occupier of a lot must not raise, breed or without limitation howsoever keep animals, without limitation including dogs, cats, birds, livestock or poultry (collectively "Animals") on its lot or on common property without the prior written consent of the owners corporation.
- (28) The owners corporation may grant or withhold its consent for the purposes of by-law 16.1 at its absolute sole discretion. Such consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier or the use and enjoyment of the common property by other owners and occupiers.
- (29) For clarity By-law 16 (2) in Schedule 1 of the Management Act does not apply to the strata scheme. No provision of this By-law 16 is to be read as being of like effect to By-law 16 (2) in Schedule 1 of the Management Act.



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

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

17 Appearance of lot

The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

18 Notice-board

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

19 Change in use of lot to be notified

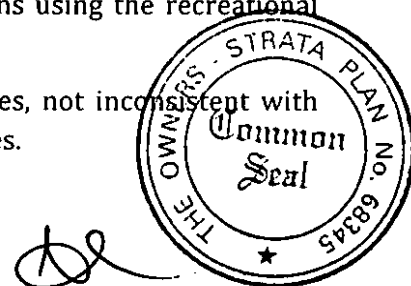
An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, without limitation, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20 Bikes etc in the lift

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

21 Use of recreational facilities

- (1) The owner or occupier of a lot shall not use nor allow the use of the recreational facilities by others between 10:00pm and 6:00am on any day.
- (2) The owner or occupier of a lot shall not allow the use of the recreational facilities by their invitees except when accompanied by the owner or occupier.
- (3) An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children or incapable persons using the recreational facilities.
- (4) The owners corporation may by resolution make rules, not inconsistent with these by-laws, regarding use of the recreational facilities.



- (5) The owner or occupier of a lot shall not do any of the following, nor allow them to be done in the recreational facilities:
- (a) smoking;
 - (b) eating or drinking (except in the barbecue area)
 - (c) consuming alcohol or using any other recreational substance that impedes mental or physical function;
 - (d) bringing into or using glass in the recreational facilities of any kind;
 - (e) running or jumping (except while using gym equipment designed for running or jumping);
 - (f) diving;
 - (g) bringing into or using balls, boogie boards or large inflated objects in the recreational facilities;
 - (h) using soap, bubble bath or shampoo in the pool or spa;
 - (i) be inadequately clothed;
 - (j) nude bathing; and
 - (k) conducting any business unless authorised in writing by the owners corporation (including personal training).
- (6) To the maximum extent permitted by law, owners, occupiers and any other persons who engage in any recreational activity at the strata scheme do so at their own risk.
- (7) To the extent that owners or occupiers are supplied recreation services under these by-laws having effect as a contract, an owner or occupier to whom such recreation services are supplied under such a contract engages in any recreational activity concerned at his or her own risk.
- (8) The owners corporation must cause signs to be displayed in prominent locations near the recreational facilities including the provisions of this by-law 23, as well as the following in clearly legible text:

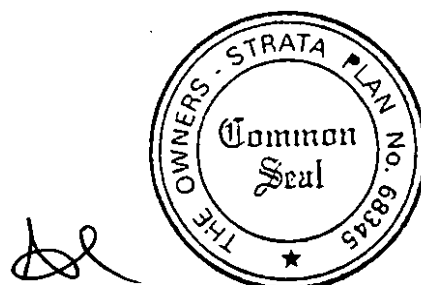
RISK WARNING

SECTION 5M OF THE CIVIL LIABILITY ACT 2002 (NSW)

There are various risks of harm (of any kind, including personal injury or death, pre-natal injury, impairment of a person's physical or mental condition, disease, damage to property, and economic loss) to persons using the recreational facilities at this strata scheme.

The recreational facilities at this strata scheme include the pool, sauna, spa, barbecues, gym (including gym equipment), common area bathing facilities, common area toilets and related areas.

These risks include:



The risk of such harm resulting from failure of the recreational facilities or part of the recreational facilities before, during or after their use, such as gym equipment breaking, sauna and spa controls malfunctioning, failures causing water and/or other surfaces to become hot so as to cause burns, barbecues catching fire or exploding, barbecues being unexpectedly in operation, handrails in pools and spas being loose or coming away, fences or gates around the pool and spa breaking or being unexpectedly able to be opened by a child or an incapable person, pump machines catching fire or exploding, electrical equipment shorting out or causing parts of the recreational facilities (including water, controls and buttons, and other objects and surfaces) to be electrically charged creating a risk of electric shock, the release of noxious chemicals into water or the air, or the risk of surfaces becoming sharp so as to cause cuts and abrasions (such as broken tiles).

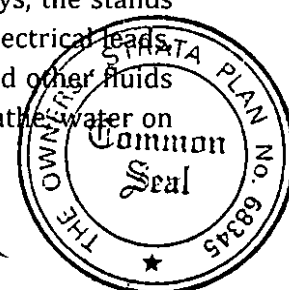
The risk of such harm resulting from incorrect or inappropriate use of any recreational facilities, such as using gym equipment in a manner which it was not designed or intended to be used, running in areas where there are tripping or slipping hazards or obstacles (including other persons), climbing on surfaces not designed or intended to be climbed upon, prolonged use of any recreational facilities, use of any recreational facilities contrary to directions provided for their use, tampering with or altering any recreational facilities including gym equipment or electrical appliances, and jumping or diving into shallow water.

The risk of such harm resulting from bringing things into or using things in the recreational facilities that are hazardous or could become hazardous if used in or around the recreational facilities, such as breakable objects (including glass), sharp objects (such as knives or syringes), alcohol or drugs or any kind (including risks inherent in the use or excessive use of alcohol or drugs and increased risk of other harms occurring while using alcohol or drugs, for example due to impaired mental or physical function), inflammable things (such as cigarette lighters and aerosol sprays), and electrical appliances (particularly near water).

The risk of such harm resulting from doing anything in or around the recreational facilities contrary to the advice of a medical professional or directions for use or warnings provided with medications used by a person.

The risk of such harm resulting from the nature of activities that a person may undertake in or around the recreational facilities, such as the risk of injury to body parts due to physical exertion or contortion, the risk of stroke, seizure, heart attack or breathing difficulties caused by physical exertion or contortion, the risk of dehydration caused by physical exertion, the risk of drowning while swimming or bathing (including the risk of drowning following a loss of consciousness, such as due to drug or alcohol use, a seizure, stroke, heart attack, breathing difficulties or hitting ones head on hard surface in the pool or spa and surrounds), the risk of suffering burns while operating a barbecue, the risk of choking while eating or drinking, and the increased risk of tripping or slipping while running.

The risk of such harm resulting from tripping or slipping on an uneven surface or wet surface anywhere in the recreational facilities, including dislodged tiles, cracked walkways, the stands or feet of gym equipment, towels lying on the floor in the gym or near the pool, electrical leads, folds in mats or carpets, sweat on floor surfaces where people exercise, water and other fluids (such as soap, shaving cream and shampoo) on the floor in areas where people bathe.



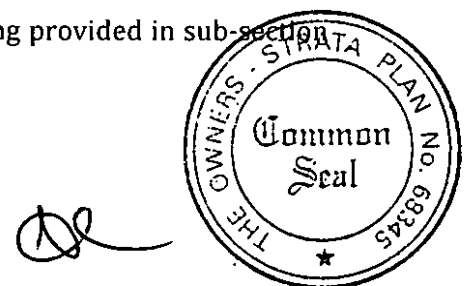
walking surfaces near the pool, spa, sauna, toilets and washing facilities and entries and exists to those areas of the recreational facilities, pool and spa surrounds, fences and handrails, cleaning equipment left on the floor (such as vacuum cleaners, brooms, mops and buckets), water or other fluids on any tiles or concrete, slippery surfaces during or after cleaning, any surface that may be wet following or during rain, and tripping or slipping caused or contributed to by the use of footwear with low-traction soles or a risk of becoming loose such as thongs.

The risk of such harm resulting from use of the recreational facilities in weather conditions such as rain (including slipping on wet surfaces), thunderstorms (including lightning strike), hail storms (including injury from hail stones falling or lying on surfaces), cold temperatures (including pneumonia and hypothermia), hot temperatures (including heat stroke), and sunshine (including skin cancer).

The risk of such harm resulting from contracting an infectious disease or another medical condition from physical contact with other persons, from contact with surfaces (including bathroom and toilet facilities and cooking surfaces), from contact with water (including drinking, bathing or cleaning water), from contact with air carrying infectious particles, and from contact with knives, syringes or other sharp or metallic objects.

The risk of such harm resulting from emergency services, medical professionals or first aid having difficulty accessing a person for treatment or to alleviate a hazard due to the location of the recreational facilities in the strata scheme being subject to restricted access (such as by access passes), the recreational facilities being difficult to locate within the strata scheme, or it being necessary for emergency vehicles to park a long distance from the recreational facilities.

- (9) The owners corporation may exclude any person from the use of the recreational facilities unless that person has read and signed an acknowledgment that they have read and understood the provisions of this by-law 23, or if they are an incapable person, that
- (a) the incapable person is under the control of or accompanied by another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law 23; or
 - (b) a parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law 23 .
- (10) In this by-law 23, unless the contrary intention appears:
- (a) incapable person has the meaning provided in sub-section 5M (12) of the Civil Liability Act 2002 (NSW);
 - (b) children means people under the age of 18;
 - (c) parent of an incapable person has the meaning provided in sub-section 5M (12) of the Civil Liability Act 2002 (NSW);



- (d) recreational activity has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);
- (e) recreational facilities means all the recreational facilities at the strata scheme, including the pool, spa, sauna, gym (including gym equipment), barbecues, common area bathing facilities, common area toilets and related area; and
- (f) recreation services has the meaning provided in subsection 5N (4) of the Civil Liability Act 2002 (NSW).

22 Maintenance of air-conditioning

- (11) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (12) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and have the filters of any such facilities or equipment cleaned every six (6) months.

23 Use of facilities by non-resident owners

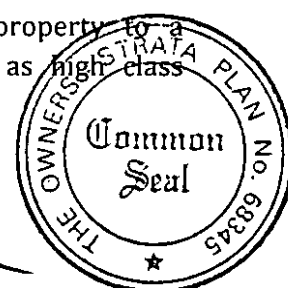
Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

24 Advertising signs

- (13) The owner or occupier of commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.
- (14) All commercial signage in the development must be of identical size and dimensions.
- (15) The owners corporation shall have the right to remove any signage that does not comply with this by-law.

25 Caretaker

- (1) In addition to its powers under the Management Act, the owners corporation has the power to appoint and enter into an agreement with a caretaker to provide management, leasing, security, cleaning and operational services for the strata scheme.
- (2) The caretaker's duties may include:
 - (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;

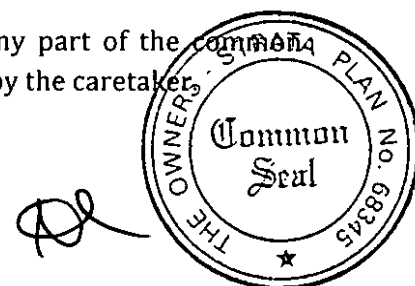


- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation;
 - (c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
 - (d) providing a letting, property management and sales service;
 - (e) supervising owners corporation employees and contractors;
 - (f) providing security services to the owners corporation;
 - (g) providing cleaning, pool cleaning and gardening services to the owners corporation;
 - (h) supervising the strata scheme generally; and
 - (i) anything else that the owners corporation agrees is necessary for the operation and management of the strata scheme.
- (3) The caretaker must comply with instructions from the owners corporation about performing its duties.
- (4) The owners corporation must not, without the written consent of the caretaker, enter into more than one agreement under this by-law at any one time or revoke this by-law without the written consent of the caretaker.
- (5) Any agreement entered into by the owners corporation pursuant to subparagraph 1 of this by-law will provide for the payment by the owners corporation to the caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the agreement.
- (6) The caretaker may, at the caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker, subject to the consent of the owners corporation, which will not be unreasonably withheld.
- (7) The owners corporation has the power to enter into any agreement with a financier of the caretaker so that the financier's rights pursuant to any security arrangement between the caretaker and the financier can be enforced.

26 Obstruction of caretaker

The owner or occupier of a lot must not:

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



27 Exclusive letting agency

The owner or occupier of every lot in except (57 & 29) must not on any lot or the common property, except with the written consent of the owner of (57 & 29), conduct or participate in the conduct of:

- (10) The business of a letting agent; or
- (11) The business of a pooled rent agency; or
- (12) The business of onsite Caretaker; or
- (13) Any other business activity that is either:
 - (a) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement; and/or
 - (b) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement; and/or
 - (c) an activity identical or substantially identical with any of the services relating to the letting of lots referred to in by-law 28 and/or any agreement.

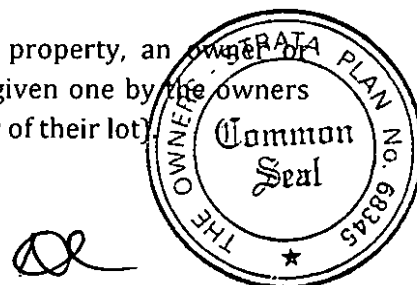
28 Storeroom

- (1) The owners corporation grants to the registered proprietor (including heirs, successors and assigns) of the following lots the exclusive right of use and enjoyment in respect of the following parts of the common property:
 - (a) to the registered proprietor of lot 27 – that area on level 1 of the common property shown on the plan marked “EU1” (attached);
 - (b) to the registered proprietor of lot 99 – that area on level 1 of the common property shown on the plan marked “EU2” (attached);
 - (c) to the registered proprietor of lot 168 – that area on level 1 of the common property shown on the plan marked “EU3” (attached); and
 - (d) to the registered proprietor of lot 259 – that area on level 1 of the common property shown on the plan marked “EU3” (attached).
- (2) A registered proprietor referred to in by-law 30A.1 must maintain and upkeep the area to which it is granted the exclusive right of use and enjoyment at its own cost, and pay all operating costs in relation to the area.
- (3) This by-law 30A may not be carried or repealed in any way that will adversely affect a registered proprietor referred to in by-law 30A.1 without that registered proprietor’s prior written consent.



29 Access keys

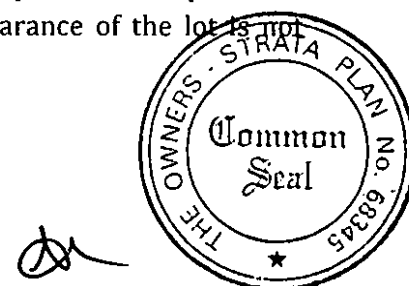
- (1) In this by-law Access Key means any device or object used to operate a locking device or security device or system that restricts access to or through any part of the common property.
- (2) Access Keys belong to the Owners Corporation.
- (3) Owners, occupiers and others are only entitled to the use of Access Keys in accordance with and under the conditions imposed by this by-law 32
- (4) The owners corporation may give Access Keys to owners or occupiers of lots and may keep records relating to the persons to whom Access Keys have been given.
- (5) The right to the use of an Access Key under this by-law 32 is personal to the owner or occupier to whom it is given and may not be assigned to any other person without the express prior written consent of the owners corporation
- (6) The owners corporation may charge an owner or occupier of a lot a fee of \$100 to provide extra or replacement Access Keys and require the payment by that owner or occupier of a \$80 bond. On return of the Access Key in working order the bond is to be refunded to that owner or occupier. The owners corporation may determine alternative amounts to those provided in this clause 32.6 from time to time (acting reasonably).
- (7) Owners of lots may give Access Keys to occupiers of their lots provided that:
 - (a) they notify the owners corporation in writing of the names, and postal and telephone contact details of the occupiers of the lot to whom Access Keys have been given;
 - (b) they ensure that the Access Keys are returned to the owners corporation when such an occupier ceases to be an occupier, including taking all reasonable steps available at law;
 - (c) they include a requirement in any lease or license relating to such an occupier that the occupier must return those Access Keys to the owners corporation when that occupier ceases to be an occupier; and
 - (d) they indemnify the owners corporation immediately on demand for any loss, damage, claim, suit or demand whatsoever incurred by or brought against the owners corporation in respect of those Access Keys or their use.
- (8) Owners may give Access Keys to subsequent owners of their lots provided that the owners corporation is notified in writing of the names and postal and telephone contact details of the subsequent owner. Both the prior and subsequent owner are jointly and severally liable to ensure that the owners corporation is so notified.
- (9) At all times whilst in the building and on common property, an owner or occupier must carry an Access Key if they have been given one by the owners corporation (or, in the case of an occupier, by the owner of their lot).



- (10) An owner or occupier of a lot must:
- (a) take all responsible steps not to lose Access Keys;
 - (b) return all Access Keys to the owners corporation if they are not needed, or if an occupier of a lot ceases to be an occupier;
 - (c) notify the owners corporation and the strata manager immediately if an Access Key is lost; and
 - (d) not copy an Access Key, cause an Access Key to be copied, or grant any other person permission to copy an Access Key;
 - (e) not give their Access Keys to any person without the express prior written consent of the owners corporation;
 - (f) not assign their rights to the use of their Access Keys or grant any other person rights to the use of their Access Keys;
- (11) If the owners corporation is satisfied that an owner or occupier is in breach of this by-law or the following by-laws, the owners corporation may disable (or partially disable as it sees fit) or demand the return of Access Keys of the offending owner or occupier (and that owner or occupier must comply immediately with any such demand):
- (a) By-law 43;
 - (b) By-law 44; and
 - (c) By-law 45.
- (12) To the extent permitted by law and without prejudice to the other rights of the owners corporation, if an owner or occupier fails to perform or observe any of their obligations under this by-law 32, then the owners corporation may:
- (a) engage the Caretaker of strata managing agent to rectify the breach; and
 - (b) recover its costs of so doing from that owner or occupier in a Court or Tribunal of competent jurisdiction as a debt due.
- (13) The owners corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law 32, including but not limited to law with respect to privacy.

30 Balcony furniture etc

- (14) An owner or occupier may keep planter boxes, pot plants and occasional furniture on the balcony or terrace of their lot only if it:
- (a) Will not cause damage; or is not likely to cause damage, or is not dangerous or a nuisance or a hazard
- (15) The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.



(16) If there are planter boxes on or within a terrace or balcony of a lot, the owner or occupier must:

- (a)** properly maintain the soil and plants in the planter boxes; and
- (b)** when watering the plants or planter box, make sure that no water enters common property or another lot.

31 Safety, security and fire safety

(17) A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use, subject to compliance with applicable laws and regulations regarding fire safety.

(18) Owners and occupiers of lots must ensure that they maintain any fire safety equipment (including without limitation smoke detectors) in their lots in an operative state (including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do such work as is necessary to ensure that they comply with their obligations under this by-law 34.2.

(19) If an owner or occupier of a lot causes a fire safety measure in the strata scheme (whether in a lot or in common property) to cease functioning or to cease functioning effectively that owner or occupier of a lot is required, at its cost, to do such work as is necessary to cause that fire safety measure to return to a functioning (or effectively functioning) state and must do so immediately and in compliance with all applicable laws.

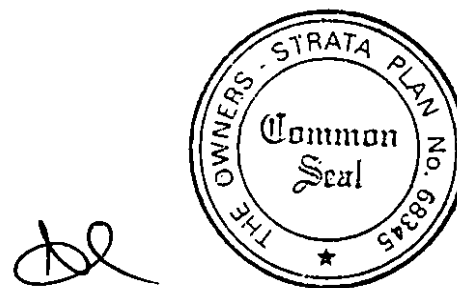
(20) Within the meaning of section 63 of the Management Act, if:

- (a)** work is required to be carried out by an owner or occupier of a lot under a term or condition of this by-law 34; and
- (b)** that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier or any person who, after the work is carried out, becomes the owner of the lot.

32 Car washing and servicing

An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.



33 Disposal of commercial waste

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

34 Allocation of commercial waste costs

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

35 Electronic delivery of notices

- (1) A document or notice may be served by the owners corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.
- (2) Service under this by-law 40 is deemed to be effected on the next working day following sending unless evidence is adduced to raise doubt as to the contrary.

36 Compliance with planning and other requirements

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

37 Disabling of intercom buzzer

To the extent permitted by law the owners corporation may disable the intercom buzzers at access points into the building.

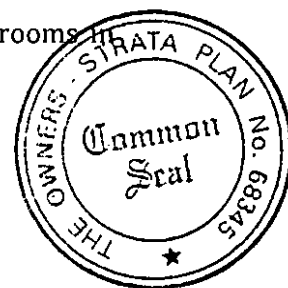
38 Overcrowding

- (1) In this by-law 43 Individual does not include any individual below 16 years of age.
- (2) An owner or occupier of a lot must not permit more than a number of individuals determined in accordance with the following formula to lodge at, reside in or otherwise occupy the lot:

$$X = Y \times 2$$

Where:

- (a) X represents the number of individuals to be determined; and
- (b) Y represents the number of bedrooms in the lot (being bedrooms in existence in accordance with law).



39 Tenancy

An occupier must be a party to a current lease under the Residential Tenancies Act 2010 (NSW), or where there are two or more occupiers, at least one of those occupiers must be a party to such a lease.

40 Visitors

- (1) In this by-law Visitor means any person, invitee, guest, or lodger invited, allowed to or assisted to enter the strata scheme at any time by an owner, occupier or other Visitor.
- (2) An owner and occupier must ensure that all Visitors' names, time of entry and time of exit be recorded in a register provided by owners corporation for that purpose.
- (3) The owners corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law 45.

41 Works by owners

- (1) Making of applications

Circumstances in which application may be made

An owner of a lot in the strata scheme who seeks to undertake building works that would affect common property may make an Application to the executive committee in accordance with this by-law 46.

Note: certain kinds of minor works may be the subject of approval in accordance with the other by-laws of the strata scheme.

Required material

Despite anything else in this by-law 46 the executive committee is not required to consider an Application unless the Applying Owner promptly supplies the executive committee with the following materials:

- (a) A general description of the Works, including materials and methods.
- (b) A proposed scope of works suggested for inclusion in the Prescribed By-Law.
- (c) A sketch plan of the Works.
- (d) A proposed work schedule for the Works including an estimate of the time required.
- (e) If required by the executive committee, the Engineer's Approval for the Works.



Note: If the executive committee do not require the Engineer's Approval, then no such requirement will be included in the Prescribed By-Law in accordance with clause 46.4(d) below.

- (f) If required by the executive committee, a copy of all necessary Approvals in relation to the conduct of the Works and the use of the Exclusive Use Area.
- (g) If required by the executive committee, details of the contractor(s) proposed to be engaged to do the Works.
- (h) The Applying Owner's written agreement to be bound by the terms of the Prescribed By-Law.

Request for further materials

The executive committee, acting reasonably, may request that an Applying Owner provide further materials before assessing an Application, or during the process of assessing an Application.

Discretion to consider application

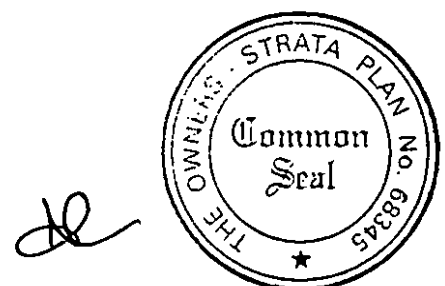
Despite anything else in this by-law 46 the executive committee may assess an application made to it despite a failure by the Applying Owner to comply with the requirements of this clause 46.1.

(2) Assessment of applications

Process

The executive committee must:

- (a) meet at least once within a reasonable time of an Application being made in compliance with clause 46.1 of this by-law to consider that Application;
- (b) promptly advise the Applying Owner of any request for further materials the executive committee may make under clause 46.1 of this by-law (or any material listed in clause 46.1 of this by-law that the executive committee at its option requires); and
- (c) promptly advise the Applying Owner of whether the executive committee will or will not proceed to assess the Application by reason of any non-compliance with clause 46.1 of this by-law, any request for further materials made under clause 46.1 of this by-law, or any request for material listed in clause 46.1 of this by-law that the executive committee at its option requires.



Decision

Once the Applying Owner has complied with clause 46.1 of this by-law, any further request for materials under clause 46.1 of this by-law, any request for material listed in clause 46.1 of this by-law that the executive committee at its option requires, or the executive committee has otherwise decided to assess the Application under clause 46.1(d) of this by-law, the executive committee must:

- (a) proceed to assess the Application and decide in its discretion whether to approve or not approve the Application;
- (b) advise the Applying Owner whether the executive committee approves or does not approve the Application; and
- (c) advise the Applying Owner of its decision within 1 calendar month.

Deemed denial

In the event that the executive committee does not advise the Applying Owner of its decision in accordance with clause (a) of this by-law the executive committee will be deemed not to have approved the Application.

Guidelines

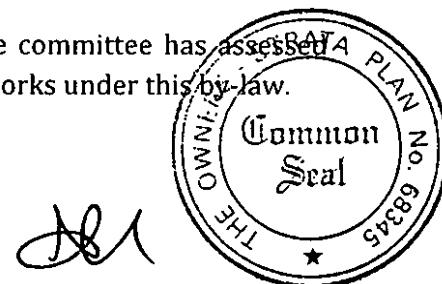
The executive committee may from time to time publish guidelines with respect to the form of the materials that it may or may not require in relation to an Application made under this by-law or the matters that it will consider in deciding whether to approve or not approve of an Application, provided that those guidelines are not inconsistent with the terms of this by-law or otherwise inconsistent with law.

(3) Effect of approval

Motions and by-law

In the event that the executive committee approves an Application, the executive committee must:

- (a) call a general meeting of the owners corporation within a reasonable time; and
- (b) include on the agenda for that meeting the consideration of the Prescribed Motions by the owners corporation;
- (c) include with the notice for that meeting:
 - (i) a draft of the Prescribed By-Law; and
 - (ii) a note to the effect that the executive committee has assessed and approved an Application for the Works under this by-law.



Note: The Prescribed Motions include approval for the Works and the creation of the Prescribed By-Law relating to the Works.

(4) Definitions and interpretation

Application of the Prescribed By-Law

- (a)** Clause 8 of the Prescribed By-Law applies to this by-law 46 with any necessary modification.

Additional definitions

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

Application means an application made in accordance with clause 46.1 of this By-Law;

Applying Owner has the same meaning as Owner in the Prescribed By-Law;

Prescribed By-Law means the draft by-law in Schedule 1 with the following modifications:

- (b)** The item "//X//" in the title of the draft by-law in Schedule 1 and the heading to the Scope of Works in that by-law is replaced by the next available number in the sequence of registered (or to-be-registered) Special By-Laws of the Strata Scheme;
- (c)** The item "//Y//" in the definition of "Lot" in the draft by-law in Schedule 1 is replaced by the lot number the subject of the Application;
- (d)** The item "//Z//" in the Scope of Works in the draft by-law in Schedule 1 is replaced with a detailed description of the Works.
- (e)** If the executive committee did not require the Engineer's Approval:
- (i)** clause 2.3 in the draft by-law in Schedule 1 is deleted and replaced with the words "2.3 Not Used";
 - (ii)** clause 2.7(c) in the draft by-law in Schedule 1 is deleted and replaced with the words "(c) Not used";
 - (iii)** the definitions of "Engineer's Approval" and "Engineer's Certificate" in clause 2.4 of the draft by-law in Schedule 1 are deleted.

Prescribed Motions means the draft Motions in Schedule 2 with the following modifications:

- (a)** The item "//X//" in the Motions in Schedule 2 is replaced with the number of the Prescribed By-Law; and



- (b) The item “//Y//” in the definition of “Lot” in the Motions in Schedule 2 is replaced by the lot number the subject of the Application.
- (c) Works has the same meaning as in the Prescribed By-Law as if a reference to the Scope of Works was a reference to the materials describing the proposed works the subject of the Application.

42 Generic approval of Air-Conditioning

- (1) Owners of lots may install split-system Air-Conditioning in the airspace of their lots as if the draft by-law in Schedule 1 was part of this by-law 47 with the following deemed modifications:

- (a) The heading “Special By-law //X//” in the title of the draft by-law in Schedule 1 and the heading to the Scope of Works in that by-law was “By-law 47.2”;
- (b) The item “//Y//” in the definition of “Lot” in the draft by-law in Schedule 1 was replaced by the words “all the lots in the Strata Scheme”;
- (c) The item “//Z//” in the Scope of Works in the draft by-law in Schedule 1 was replaced with the following:

- (i) **The Works**

Installation of Air – Conditioning Equipment on or in the Common Property and/or the Lot for the use or benefit of the Lot in compliance with the requirements of this By-Law and the general specifications set out in 2 below.

- (ii) **General Specifications for the Works**

In addition to the other conditions applying under this By- Law, the following conditions apply to the Works:

- I any condensate run-off must be plumbed to the nearest available waste water outlet;
- II any plant and equipment or appliance forming part of the Works must have an energy rating of at least 3 stars in accordance with energy ratings published on the “www.energyrating.gov.au” website;
- III any plant and equipment or appliance forming part of the Works must be of good quality and condition, and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances re-conditioned to a standard which is not less than that which originally applied to the same; and



IV any element of the Works must not be visible from the street, or if visible from the street must be in keeping with the general appearance of the Strata Scheme and:

In this Scope of Works Air-Conditioning Equipment means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances.

- (d)** There is no requirement for an Engineer's Approval or Engineer's Certification according to the following:
- (i)** clause 2.3 in the draft by-law in Schedule 1 is deleted and replaced with the words "2.3 Not Used";
 - (ii)** clause 2.7(c) in the draft by-law in Schedule 1 is deleted and replaced with the words "(c) Not used";
 - (iii)** the definitions of "Engineer's Approval" and "Engineer's Certificate" in clause 2.4 of the draft by-law in Schedule 1 are deleted.

43 Parking in visitors car spaces

- (1)** Owners and occupiers of lots must not park, stand, rest, leave or keep ("Park") vehicles in the visitors car spaces.
- (2)** If an owner or occupier of a lot Parks a vehicle in the visitors car spaces the owners corporation may give that owner or occupier a notice under this clause 48.2 ("Strike Notice") to the effect that the owners corporation has formed the view that they have breached by-law 48.1 and the effect of clause 48.3.
- (3)** If an owner or occupier of a lot is given three Strike Notices within the space of three calendar months, the owners corporation may:
 - (a)** prevent that owner or occupier from accessing the car park for a continuous period of no more than 48 hours ("Lockout"); or
 - (b)** erect a temporary barricade to prevent a vehicle Parked by that owner or occupier in a visitors car space from leaving that space ("Block In").
- (4)** The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached by-law 48.1.
- (5)** Owners and occupiers of lots acknowledge and agree that a Lockout or a Block In is not a penalty for breach of a by-law. Owners and occupiers of lots waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Lockout or a Block In and agree to the owners corporation putting effect to a Lockout or Block In in accordance with this by- law 48.
- (6)** If the owners corporation Blocks In a vehicle the owners corporation must not:



- (a) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
 - (b) demand any payment for or in relation to the release of the vehicle.
- (7) Owners and occupiers of lots must provide the owners corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.
- (8) The owners corporation is to keep and use the information gathered pursuant to clause 48.7 only for the purpose of monitoring and/or enforcing breaches of by-laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.
- (9) This by-law 48 is subject to by-law Error! Reference source not found..

44 Costs

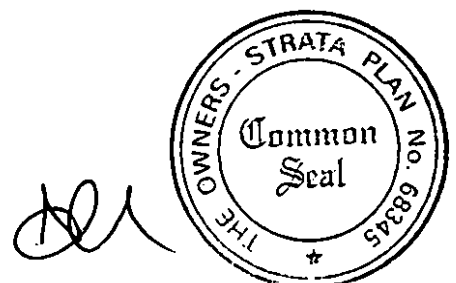
- (1) Right to recover costs
 - (a) Subject to the provisions of this by-law 49 the owners corporation may recover as a debt its Enforcement Costs incurred in relation to a Successful Enforcement Action from the person against whom that Successful Enforcement Action was taken.

Explanatory note: This by-law 49 permits the owners corporation to recover costs, such as legal costs and managing agent's costs, incurred in taking certain successful action to enforce the by-laws of the strata scheme from the person against whom that action was taken.

- (b) Such enforcement action includes issuing notices to comply with the by-laws, seeking orders of a Strata Schemes Adjudicator, and certain proceedings in the Consumer, Trader and Tenancy Tribunal or a court.
 - (c) The measure of success of an action is like the measure which usually applies in determining whether a party to proceedings in a court would be entitled to its costs in those proceedings.
 - (d) The right to recover costs is subject to certain exceptions largely to account for the operation of applicable law, and to provide for restitution of amounts recovered where the person from whom those amounts were recovered successfully appeals the enforcement action.
- (2) What is a Successful Enforcement Action?

A Successful Enforcement Action is:

- (a) an action against a person who is required to comply with the by-laws of the strata scheme; and

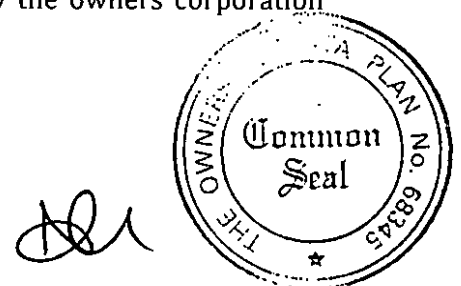


- (b) where that person has failed to comply, continues to fail to comply or is anticipated to or threatens to fail to comply with a by-law of the strata scheme ("failure to comply"); and
- (c) where that action was a step, proceeding or action of any kind permitted at law in relation to that failure to comply including without limitation:

 - (i) the issuing of a notice to comply with the by-law to that person under section 45 of the Management Act;
 - (ii) the seeking of orders of a Strata Schemes Adjudicator against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:

 - I an order for that person to comply with the by-law under section 138 of the Management Act; or
 - II an order for the person to remove an animal under section 150(1) of the Management Act; and
 - (iii) an action or proceeding in the Consumer, Trader and Tenancy Tribunal against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:

 - I an application referred to the Consumer, Trader and Tenancy Tribunal in accordance with section 164 and 184 of the Management Act; or
 - II an appeal of an order of a Strata Schemes Adjudicator under Division 12 of Part 4 of Chapter 5 of the Management Act (whether brought by the owners corporation or that person); or
 - III an application for a civil penalty against that person under Part 6 of Chapter 5 of the Management Act; and
 - (iv) an action or proceeding of any kind in any court of competent jurisdiction against that person in relation to that failure to comply; and
 - (v) an application in any jurisdiction for an order or other relief ancillary to any of the matters in clauses 49.2(c)(i), 49.2(c)(ii), 49.2(c)(iii) and 49.2(c)(iv) above (whether brought by the owners corporation or that person); and
 - (vi) an appeal or application for prerogative relief in any court of competent jurisdiction in relation to any of the matters in clauses 49.2(c)(i), 49.2(c)(ii), 49.2(c)(iii), 49.2(c)(iv) and 49.2(c)(v) above (whether brought by the owners corporation or that person); and



- (d) where the owners corporation would be entitled to an order for its costs in that action if the adjudicator, tribunal, court or other decision maker in that action was required to make an order that the costs follow the event (or, in relation to a notice to comply with the by-law, if the notice was properly issued in accordance with the Management Act).

(3) What are Enforcement Costs?

Enforcement Costs are costs including without limitation legal professional fees (on a solicitor/client basis), expenses and disbursements, expert fees, witness expenses, costs of holding meetings, and managing agent's fees.

(4) Exception

This by-law does not entitle the owners corporation to recover costs:

- (a) where by operation of law or the order of the decision maker in the relevant Successful Enforcement Action the owners corporation must bear its own costs; or
- (b) to the extent that the owners corporation is otherwise prohibited by law from recovering those costs; or
- (c) to recover the same costs more than once (whether under this by-law or otherwise); or
- (d) to the extent that to so recover those costs would be inconsistent with the Management Act or any other Act or law.

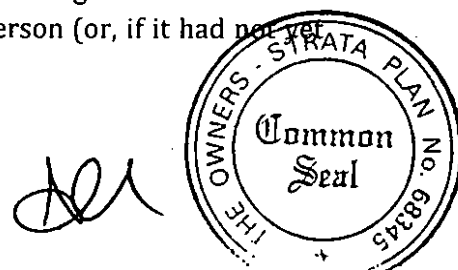
(5) Restitution where successful appeal

(a) Where:

- (i) the owners corporation has recovered Enforcement Costs under this by-law from a person against whom a Successful Enforcement Action was taken; and
- (ii) the outcome of that Successful Enforcement Action is subsequently reversed, quashed, or otherwise invalidated or overturned by a subsequent action (such as an appeal or application for prerogative relief) ("the Appeal");

then unless a contrary order is made in the Appeal, owners corporation must repay the amount of those Enforcement Costs to that person.

- (b) Despite clause 49.5(a), where the outcome of the Appeal is subsequently reversed, quashed, or otherwise invalidated or overturned by a subsequent action (such as an appeal or application for prerogative relief) the owners corporation will again be entitled to recover those Enforcement Costs from that person (or, if it had not yet



repaid the amount of those Enforcement Costs to that person, may keep those Enforcement Costs).

(6) Terms

In this by-law 49, unless the contrary intention appears: Enforcement costs has the meaning given to it in clause 49.3; and Successful Enforcement Action has the meaning given to it in clause 49.2.

45 Smoking and other behavioural issues

- (1)** An owner or occupier must not smoke or permit any person to smoke any substance on common property.
- (2)** An owner or occupier must not smoke or permit any person to smoke in their lot in such a manner as permits a person in another lot to detect the odour of that smoke.
- (3)** An owner or occupier must not consume alcohol on the common property or use on the common property any other recreational substance that impedes mental or physical function (or permit any person to consume alcohol or use any other such substance on the common property).

46 Storage in car parks

- (1)** An owner or occupier of a lot must not, without the permission in writing of the owners corporation, store any material in a car parking space or install any equipment in or on a car parking space for the purpose of storing any material.
- (2)** The owners corporation may grant, withhold or withdraw its approval under this by-law 51 in its absolute sole discretion and subject to conditions including as to the type of storage equipment that may be used.

"Over bonnet" storage

- (3)** Despite anything else in this by-law 51:
 - (a)** Without limiting the discretion of the owners corporation under by-law 51.2, the owners corporation may withhold its consent if proposed storage equipment is anything other than "over bonnet" storage equipment; and
 - (b)** if proposed storage equipment is "over bonnet" storage equipment, the owners corporation must not unreasonably withhold its consent.
- (4)** In this by-law 51 proposed storage equipment means storage equipment proposed to be installed by an owner or occupier of a lot in a car parking space for the purpose of storing any material.



47 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) security services;
 - (b) cleaning;
 - (c) window cleaning;
 - (d) garbage disposal and recycling services;
 - (e) electricity, water or gas supply;
 - (f) telecommunication services (for example, cable television, telephone or internet services); and
 - (g) the installation of environmentally friendly services, such as water efficiency measures and energy efficient light globes.
- (2) If the owners corporation makes a resolution referred to in clause 52.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
- Note:** Section 111 of the Management Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.
- (3) The owners corporation may add to, alter or erect structures on common property for the purpose of installation of:
- (a) providing any of the services referred to in clause 52.1; and
 - (b) additional environmentally friendly services, such as water tanks and solar panels.

48 Special By-Law 1 (Works by Owner and Exclusive Use)

(1) **Grant of Rights**

(a) **Works**

Subject to the Conditions the Owner may carry out the Works.

(b) **Exclusive use**

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

(c) **Reinstatement Works**



If the rights of the Owner under clause 1.1 and 1.2 and the obligations of the Owner under clause 2.9(a) cease (either jointly or severally) to have force or effect for any reason the Owner must put effect to and complete the Reinstatement Works subject to and in accordance with the Conditions as if those Reinstatement Works were also Works the subject of this By-Law.

(d) Functions of the owners corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

(2) Conditions

(a) Approvals and certifications

The Owner must:

- (i)** obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the conduct of the Works and the use of the Exclusive Use Area;
- (ii)** provide a copy of any such Approvals to the Owners Corporation;
- (iii)** in the event that such an Approval is required by law (or the under the terms of an Approval) to be obtained before the conduct of any part of the Works, supply a copy of that Approval to the Owners Corporation before the conduct of that part of the Works; and
- (iv)** provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

(b) Plans and specifications

The Owner must provide a copy of any plans and specifications relating to the Works (other than any plans and specifications provided in this By-Law) to the Owners Corporation (and where those plans and specifications relate to any element of the Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of the Works is undertaken).

(c) Engineer's approval and certification

The Owner must:



- (i) before the Works are undertaken, provide the Engineer's Approval to the Owners Corporation; and
- (ii) after completion of the Works, provide the Engineer's Certificate to the Owners Corporation.

(d) Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area in connection with the Works (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:

- (i) during a period where the Works are being carried out, within 24 hours of a request by the Owners Corporation (howsoever made); or
- (ii) in any event within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances).

(e) Insurance

The Owner must effect and maintain the Insurance (or ensure the same is effected and maintained).

(f) Costs

The Owner must:

- (i) before the Works are undertaken, pay the Owners Corporation's reasonable costs in connection with the making and preparation of this By-Law (including registration costs, legal costs and strata management costs);
- (ii) bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works; and
- (iii) bear the costs of meeting the Owner's obligations under clause 2.9 of this By-Law.

(g) General conditions in relation to the Works

The Works must:

- (i) be carried out in accordance with and comply with any applicable law or Approval and any conditions or specifications provided in the Scope of Works;
- (ii) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;

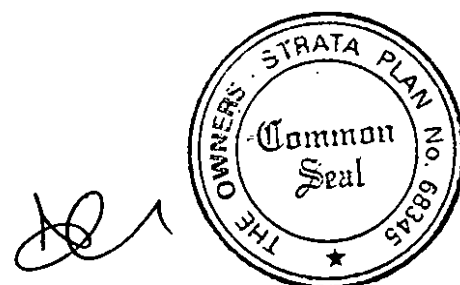


- (iii) be carried out in accordance with the Engineer's Approval;
 - (iv) be generally in keeping with the appearance, quality and levels of amenity of the Property;
 - (v) be fit for their purpose;
 - (vi) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
 - (vii) be carried out with due diligence and expedition and within a reasonable time;
 - (viii) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
 - (ix) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 8:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
 - (x) to the extent the Works are connected to any electrical, gas, water or other services, be connected only to such services that are separately metered to the Lot;
 - (xi) not cause damage to or affect the structure or support of the Property or any part of the Property otherwise than authorised under this By- Law; and
 - (xii) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.
- (h) Cleanliness, protection and rectification

The Owner must:

- (i) ensure the Property is adequately protected from damage that may be caused by the Works;
 - (ii) ensure any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works; and
 - (iii) put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this By-Law.
- (i) Ongoing maintenance

The Owner:



- (i) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (ii) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law including any applicable law or Approval; and
- (iii) must on the reasonable request of the Owners Corporation put effect to and complete the Relocation Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property and do so subject to and in accordance with the Conditions as if those Relocation Works were also Works the subject of this By-Law.

(j) Alteration of building affecting lot boundary

The Owner must comply with any obligation it may have under section 14 of the Strata Schemes (Freehold Development) Act 1973.

(k) Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation.

(l) Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

(m) Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

(n) Ownership of the works

The Works remain the property of the Owner.

(o) Time for putting effect to the Works



The Owner must put effect to and complete the Works within 3 months of the making of this By-Law.

(p) Principal contractor

If any of the works under this By-Law are involved in a “construction project” within the meaning of clause 292 of the Work Health and Safety Regulation 2011 (“WHSR”):

- (i)** The Owner acknowledges and agrees that the Owner is the person that commissions that construction project within the meaning of clause 293 of the WHSR and not the Owners Corporation.
- (ii)** The Owner must engage another person to have management or control of the workplace the subject of that construction project who is appropriately experienced and qualified to discharge the duties of a “principal contractor” under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace the subject of that construction project and to discharge the duties of a “principal contractor” under Chapter 6 of the WHSR.
- (iii)** Subject to compliance by the Owner with this clause 2.16, the Owners Corporation authorises that principal contractor to make such reasonable and necessary use of the Common Property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time.

(3) Works

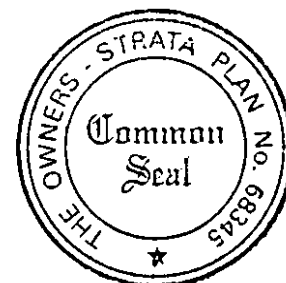
(a) Definition of Works

“Works” means building works and related products and services to be done and supplied in relation to the Lot and related Common Property as set out in the Scope of Works.

(b) Definition of Rectification Works

“Rectification Works” means the building works and related products and services required to be done and supplied in connection with the rectification or reinstatement of any damage to the Property caused by the Works and any previous Rectification Works (except damage authorised by this By-Law).

(c) Definition of Reinstatement Works



“Reinstatement Works” means the building works and related products and services required to be done and supplied in connection with the removal of the Works and the related reinstatement of the Property.

(d) Definition of Relocation Works

“Relocation Works” means the building works and related products and services required to be done and supplied in connection with the removal, relocation and reinstatement of the Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property.

(e) Reference to works includes certain other matters

In this clause 2.16 a reference to building works and related products and services includes a reference to:

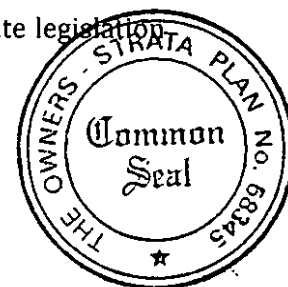
- (i)** ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those works, and the supply of those products and services; and
- (ii)** as the context may require, a reference to the result of those works and related products and services being done and supplied.

(4) Definitions and Interpretation

(a) Interpretation

In this By-Law, unless the context otherwise requires:

- (i)** the singular includes the plural and vice versa;
- (ii)** a reference to a document, includes any amendment, replacement or novation of it;
- (iii)** all references to dollars, \$, cost, value and price are to Australian currency;
- (iv)** a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (v)** where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (vi)** any reference to legislation includes any amending or replacing legislation;
- (vii)** any reference to legislation includes any subordinate legislation or other instrument created thereunder; and



- (viii) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

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(b) Conflict

- (i) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (ii) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

(c) Application of the Civil Liability Act 2002

- (i) The Owner acknowledges and agrees that:

I this By-Law makes express provision for their rights, obligations and liabilities under this By-Law with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

II to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

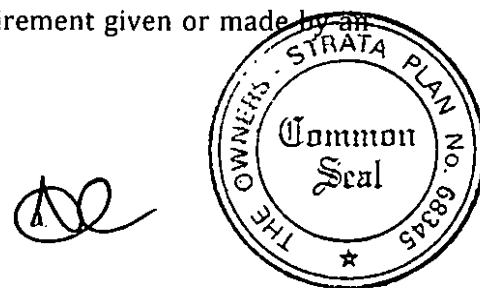
- (ii) Any provision of this By-Law that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

(d) Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Work or the Property:

- (iii) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (iv) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (v) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (vi) any order, direction or other requirement given or made by an Authority;



- (vii) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (viii) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Work or the Property:

- (i) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (ii) a consent authority or principle certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (iii) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (iv) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Common Property means the common property in the Strata Plan;

Conditions means the provisions of clause 2;

Engineer's Approval means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this By- Law);

Engineer's Certificate means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works were carried out in accordance with the Engineer's Approval;

Exclusive Use Area means:

- (i) those parts of the Common Property which are occupied by the Works (once complete); and
- (ii) any part of the Common Property that is, as a result of the Works effecting an alteration to the effective physical boundaries of the premises the subject of the Lot:

I only accessible from within that premises; or

II enclosed within the effective physical boundaries of that premises;



and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Insurance means:

- (i) any insurance required by law in connection with the Works and the use of the Exclusive Use Area; and
- (ii) contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Works to a limit of not less than \$20,000,000 per event naming the Owners Corporation as a beneficiary (and containing a cross-liability and waiver of subrogation clause preventing an action against the Owners Corporation for recovery of any amounts paid by the insurer under the insurance).

Lot means lot //Y// in the Strata Scheme;

Owner means:

- (i) the owner of a Lot, but only in relation to the Lot owned by that Owner;
- (ii) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
- (iii) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;

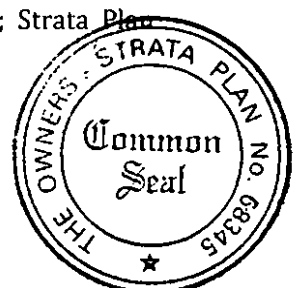
Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Plan means the plan(s) annexed to this By-Law (if any);

Property means the land and buildings the subject of the Strata Plan; Rectification Works has the meaning given to it in clause 2.16. Reinstatement Works has the meaning given to it in clause 2.16. Relocation Works has the meaning given to it in clause 2.16. Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;

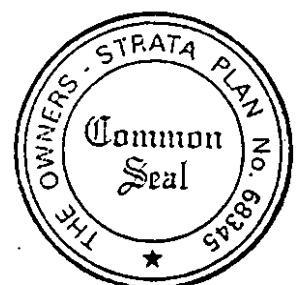
Scope of Works means the Scope of Works annexed to this By-Law; Strata Scheme means the strata scheme relating to the Strata Plan; Strata Plan means strata plan number 68345; and

Works has the meaning given to it in clause 2.16.



ANNEXURE B

Additional Special By-Law 2



49 Special By-Law 2 (Installation of Child Window Safety Devices)

Preamble

- (1) This by-law is made pursuant to Division 2 of Part 7 to the Act.
- (2) It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- (3) Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
 - (a) install Child Window Safety Devices; and
 - (b) to impose conditions on the repair, maintenance and replacement of the Child Window Safety Devices.
- (4) The Child Window Safety Devices will be installed on any openable window where:
 - (a) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (b) when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (c) any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

Grant of Power

Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows.

Definitions & interpretation

(1) Definitions

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

- (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 or the Building including the local council.
- (c) Building means the building situated at 76-90 Bonar Street, Wolli Creek
- (d) Child Window Safety Device means the installation of:



- (i) A device which allows a window to be locked with a maximum opening of 125mm;
 - (ii) The installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - (iii) Any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.
- (e) Non-compliant Window means any openable window in the building where:
- (iv) The lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (v) The drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (vi) Any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- (f) Lot means any individual lot in strata plan 68345
- (g) Owner means owner of a Lot.

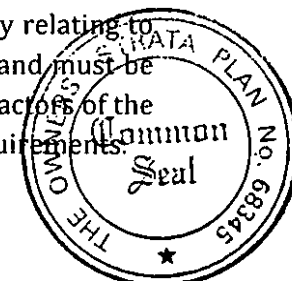

(2) Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

Installation of Child Window Safety Device

- (1) The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- (2) The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.



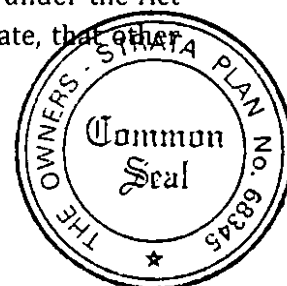
- (3) The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- (4) The owners corporation must comply with the Home Building Act 1989 where relevant.
- (5) The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- (6) The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- (7) The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.
- (8) The owners corporation may meet by-law 4.1 by approving an Owner to install a Child Window Safety Device to every non-compliant window of the owners lot where that owner, and not the owners corporation, will incur the installation cost.

Access

- (1) The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:
 - (a) installing the Child Window Safety Devices; and
 - (b) determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- (2) The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

Maintenance, Repair and Replacement

- (1) The Owners acknowledge and agree that:
 - (a) They will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
 - (b) The cost of repair and replacement, if not paid in accordance with clause 6.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.



- (2) The procedure by which maintenance and repair is to be carried out, is as follows:
- (a) The owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
 - (b) Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
 - (c) If the Owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.



ANNEXURE C

Scope of Works

This Annexure sets out the Scope of Works as defined in this By-Law.



50 Prescribed Motions

(1) Motion to authorise works to common property

- (a) The Owners Corporation SPECIALLY RESOLVES to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out the Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Owner.

Note: in accordance with section 65A(4) of the Strata Schemes Management Act 1996 this resolution has no effect unless:

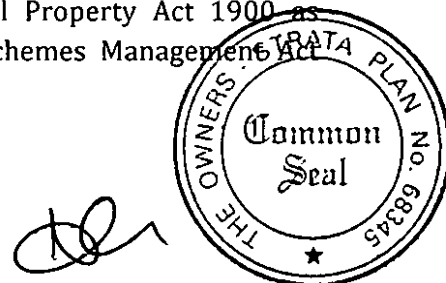
- (i) the owners corporation obtains the written consent of the owner to the making of a by-law to provide for the maintenance of the common property by the owner, and
- (ii) the owners corporation makes such a by-law.

In this motion:

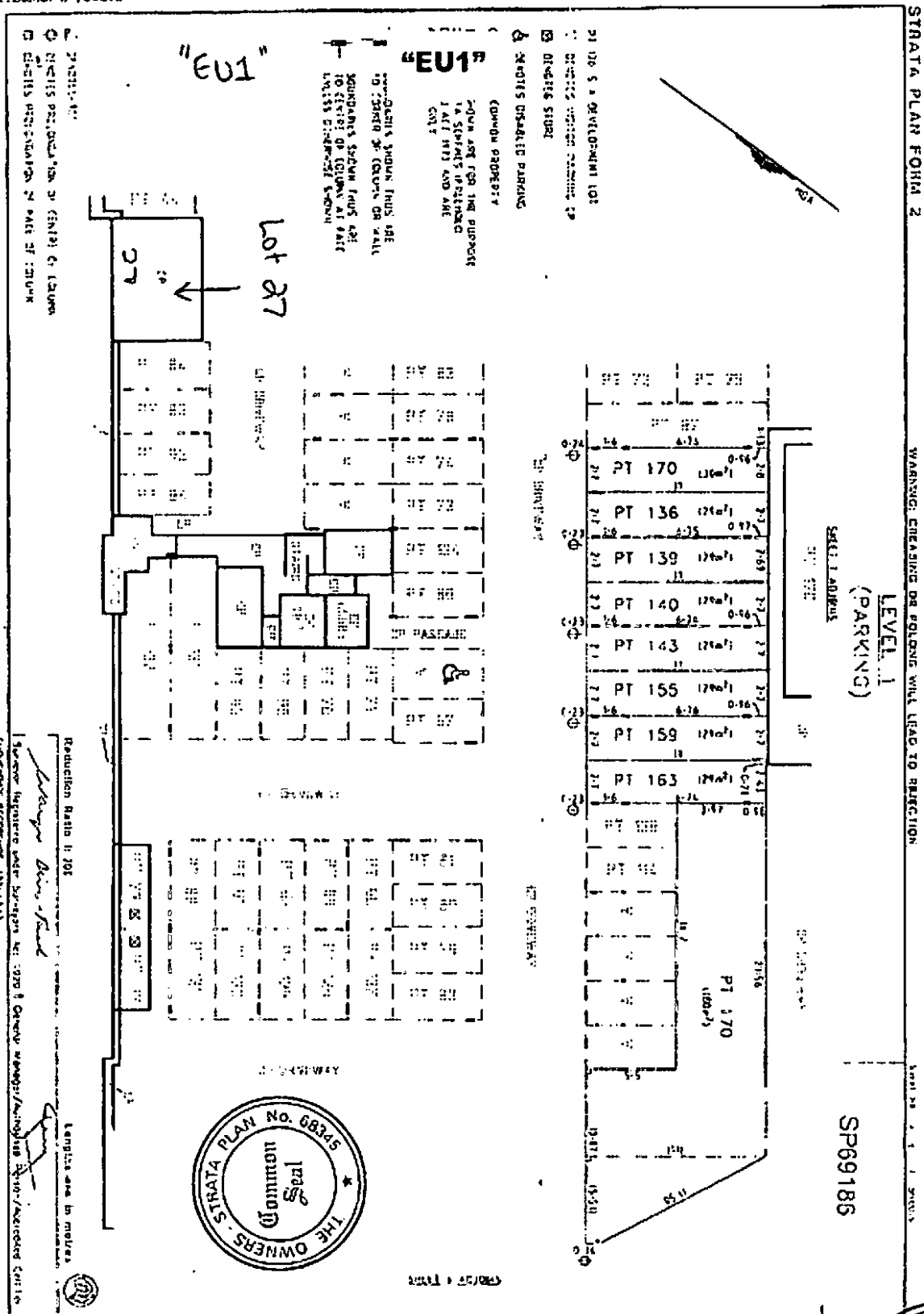
- (a) Conditions means the provisions of the Proposed By-Law; Lot means the Lot as defined in the Proposed By-Law;
- (b) Owner means:
 - (i) the owner of a Lot, but only in relation to the Lot owned by that Owner;
 - (ii) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
 - (iii) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;
- (c) Proposed By-Law means the proposed "Special By-Law //X//" provided with the notice of the meeting at which this motion was considered; and
- (d) Works means works permitted or required to be done by the Owner in accordance with the Proposed By-Law.

(2) Motion to create a by-law regarding works to common property

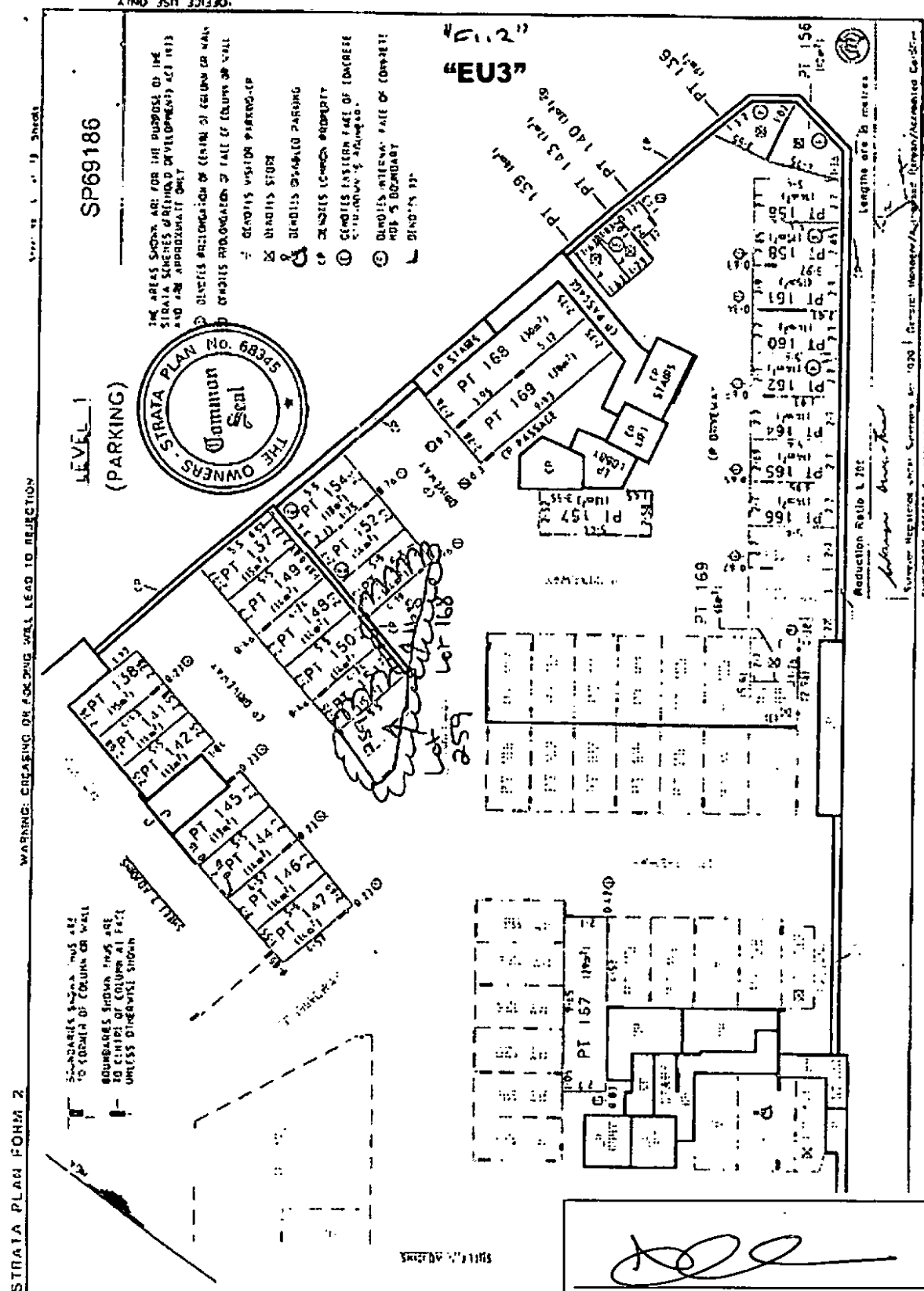
- (a) The Owners Corporation SPECIALLY RESOLVES to make a by-law to which Division 4 of Part 5 of the Strata Schemes Management Act 1996 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 48 of the Strata Schemes Management Act 1996.



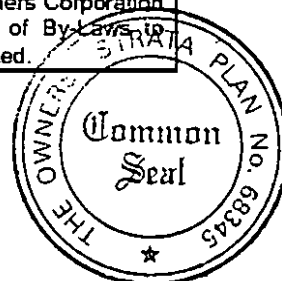
Req:R036452 /Doc:DL 9778876 /Rev:23-Jul-2003 /Bis:HO.OK /Prt:10-Nov-2011 13:10 /Pgs:ALL /Seq:2 of 5
 Ref:Mills Oakley Lawyers /Src:Pg /Rev:08-Nov-2002 /Sts:SC.OK/Prt:15-Nov-2002 10:13 /Pg:113
 /Ref:BOHAR E /Src:E



Req:8036452 /Doc:DL 9778376 /Rev:23-Jul-2003 /Sta:MO.GK /Prt:10-Nov-2011 13:10 /Pgs:ALL /Seq:3 of 5
Ref:Hills Oakley Lawyers /Src:P
ATTN: JEN JONES



Signed by the person(s) who attested the affixing of the seal of the Owners Corporation to the Form 15CB Change of By-Laws to which this document is Annexed.



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 68345 was affixed on ^ 15 June 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Name: Andrew Uchino Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



Form: 1SCH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AN307770K

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 68345	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any Collection Whelan Property Group Box PO BOX 75 1W STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP68345 AU	CODE CH

(C) The Owners-Strata Plan No. 68345 certify that pursuant to a resolution passed on 27/2/2018 and

(D) in accordance with the provisions of Section No.141 of the Strata Schemes Management Act 2015
the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. NOT APPLICABLE

Amended by-law No. NOT APPLICABLE

as fully set out below:

Please refer to attached Annexure A for consolidated By Laws

(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. 68345 was affixed on 4/4/2018 in the presence of
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Andrew Ucchino

Authority: Strata Manager

Signature:

Name:

Authority:

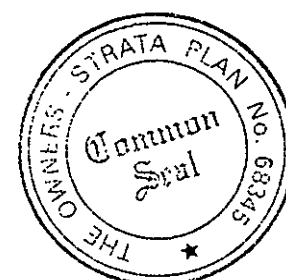




WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

ANNEXURE A

The Owners - Strata Plan 68345

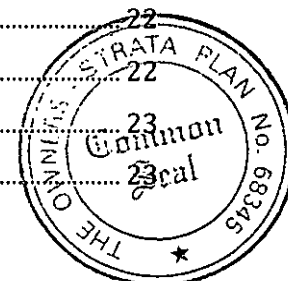




WHELAN PROPERTY GROUP
 STRATA MANAGEMENT SERVICES

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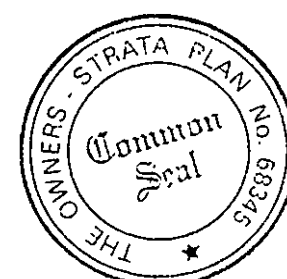
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1 Definitions and interpretation

(1) Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) all references to dollars, \$, cost, value and price are to Australian currency;
- (d) a reference to an owner of a lot includes a reference to their executors, administrators, successors or permitted assigns;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (h) a term defined in the Management Act or Development Act will have the same meaning; and
- (i) where no time is specified for compliance with an obligation of an owner or occupier of a lot under these by-laws, that owner or occupier must comply with that obligation promptly.

(2) Conflict

To the extent that any term of these by-laws is inconsistent with the Management Act or any other Act or law it is to be severed and these by-laws will be read and be enforceable as if so consistent.

(3) Definitions

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

- (a) common property means the common property in the strata plan;
- (b) Development Act means the Strata Schemes (Freehold Development) Act 1973;
- (c) lot means a lot in the strata scheme;
- (d) Management Act means the Strata Schemes Management Act 1996;
- (e) occupier means, in relation to a lot:
 - (i) the occupier of a lot, but only in relation to the lot occupied by that occupier;





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- (ii) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
 - (iii) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;
- (f) owner means, in relation to a lot:
 - (i) the owner of a lot, but only in relation to the lot owned by that owner;
 - (ii) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
 - (iii) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;
- (g) Owners Corporation means the Owners Corporation created on registration of the strata plan;
- (h) strata scheme means the strata scheme relating to the strata plan; and
- (i) strata plan means strata plan number 68345.

2 Noise

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

3 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor car-parking space except with the written approval of the Owners Corporation.

4 Obstruction of common property

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

5 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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





6 Damage to common property

- (1)** An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (2)** An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3)** This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a)** any locking or other safety device for protection of the owner's lot against intruders, or
 - (b)** any screen or other device to prevent entry of animals or insects on the lot, or
 - (c)** any structure or device to prevent harm to children.
- (4)** Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5)** Despite section 62 of the Management Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

7 Behaviour of owners and occupiers

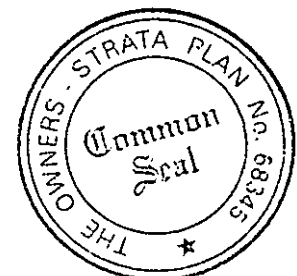
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

8 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

9 Behaviour of invitees

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





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10 Depositing rubbish and other material on common property

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

11 Drying of laundry items

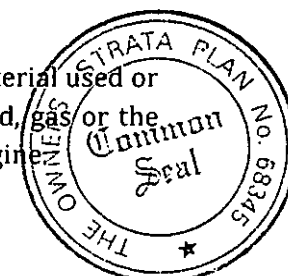
- (1) In this by-law, washing means articles, including clothing, towel, bedding etc. that have been washed or are intended to be washed at any one time.
- (2) An owner or occupier of a lot may hang Washing on any lines designated by the Owners Corporation for that purpose.
- (3) An owner or occupier of a lot may hang washing on any part of the lot provided that the Washing:
 - (a) does not affect the appearance of the lot; and
 - (b) is restricted to the height of the balustrade when hung in the balcony area of the lot.
- (4) Washing may only be hung for a reasonable period of time.
- (5) An owner or occupier of a lot must not cause any alteration or damage to common property in the process of hanging the washing.
- (6) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from the street outside the Building only if the owner has the prior written approval of the Owners Corporation.
- (7) If any owner fails to comply with any obligation under this by-law, the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) recover the costs of such work from the owner as a debt due; and
 - (c) recovery from the owner the amount of any fine or fee as a debt due which may be charged to the Owners Corporation as a result of any non-compliance with this by-law by the owner.

12 Cleaning of windows and doors

An owner or occupier of a lot must keep clean all safely accessible glass in windows and all doors on the boundary of the lot, including so much as is common property.

13 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.





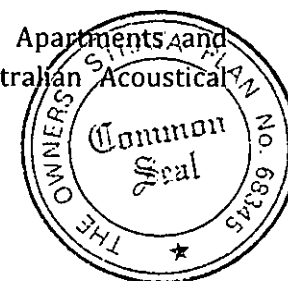
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14 Moving furniture and other objects on or through common property

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

15 Floor coverings

- (1)** An owner or occupier of a lot must not install or keep Non-Carpet Floor Covering (other than in a kitchen, laundry or bathroom), or permit the same, otherwise than in compliance with the conditions in clause (2).
- (2)** The conditions referred to in clause (1) are as follows:
 - (a)** Prior to the installation of Non-Carpet Floor Covering the owner must:
 - (i)** Obtain the written approval of the Owners Corporation to the proposed location, style, design and type of Non-Carpet Floor Covering and the method of installation, including but not limited to the noise attenuating properties of the same.
 - (ii)** Provide evidence to the reasonable satisfaction of the Owners Corporation that the Non-Carpet Floor Covering has been designed by an Acoustic Consultant and will achieve a Star Rating of at least 5.
 - (b)** The owner or occupier must otherwise comply with any applicable law, including the Management Act, Development Act and the other provisions of the by-laws.
- (3)** Despite any other provision of these by-laws an owner or occupier of a lot must not install or keep Non-Carpet Floor Covering:
 - (a)** in a bedroom that is adjacent to the bedroom of an adjoining lot; or
 - (b)** in a kitchen, laundry or bathroom that is that is immediately above a bedroom or living area in a lot below (except to the extent that the lot was originally constructed in such a configuration).
- (4)** In this by-law 14:
 - (a)** Acoustic Consultant means a consultant who is a member of the Association of Australian Acoustical Consultants;
 - (b)** Non-Carpet Floor Covering means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring; and
 - (c)** Star Rating means the Acoustical Star Rating for Apartments and Townhouses published by the Association of Australian Acoustical Consultants from time to time.





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16 Garbage disposal

An owner or occupier of a lot:

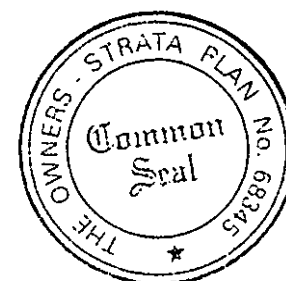
- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the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

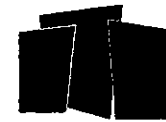
17 Keeping of animals

- (1) An owner or occupier of a lot shall not keep, nor cause nor permit the keeping of an animal within a lot without the written approval of the Owners Corporation and if approved, otherwise that in accordance with the terms of this by-law that shall automatically apply as terms of permission.
- (2) There may be no more than 2 animal kept in respect of any lot at any given time.
- (3) An occupier of a lot, who is not the owner of the lot, must provide evidence of the consent of the owner of the lot to the keeping of an animal on the lot.
- (4) No animal may be kept otherwise than in compliance with the Companion Animals Act 1998 and any other applicable Statute.
- (5) No cat may be kept that is a "nuisance cat" and no dog may be kept that is a "dangerous dog", a "restricted dog", a "menacing dog" or a "nuisance dog".

Note. In this by-law, these terms carry the meanings they have in the Companion Animals Act 1998. Under section 55 (1) of that Act, (1) the following dogs are restricted dogs:

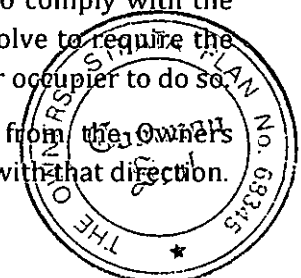
- (a) American pit bull terrier or pit bull terrier,
- (b) Japanese tosa,
- (c) dogo Argentino,





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- (d) fila Brasileiro,
 - (e) any other dog of a breed, kind or description whose importation into Australia is prohibited by or under the Customs Act 1901 of the Commonwealth,
 - (f) any dog declared by an authorised officer of a council under Division 6 of this Part to be a restricted dog,
 - (g) any other dog of a breed, kind or description prescribed by the regulations for the purposes of this section.
- (6) No dog or cat shall be kept unless the dog or cat is micro-chipped and registered and has received all recommended vaccinations.
- (7) No dog is to be of height higher than 40cm at the shoulder or greater than 15 kg in weight. Puppies of large breeds that reach a certain age and would exceed the threshold in this clause are restricted.
- (8) If an owner or occupier of a lot is permitted to keep an animal then the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) carry the animal when it is necessary for the animal to cross common property, and
 - (c) repair any damage of the common property caused by the animal, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal, and
 - (e) ensure that when he ceases to occupy the lot that the animal is removed from the strata parcel.
- (9) An owner or occupier of a lot who is permitted to keep an animal must ensure that the animal does not create any noise or other nuisance on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot, or of any person lawfully using common property, or interfere unreasonably with the use or enjoyment of the common property by the occupier of any other lot (whether that person is an owner or not) or by any other person entitled to the use and enjoyment of the common property.
- (10) An owner or occupier of a lot permitted to keep an animal on his lot must indemnify to a reasonable costs (incurred) the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the animal had not been kept.
- (11) If an owner or occupier of a lot who keeps an animal fails to comply with the terms of this by-law then the executive committee may resolve to require the removal of the animal from the parcel and direct the owner or occupier to do so.
- (12) An owner or occupier of a lot who receives a direction from the Owners Corporation under paragraph (9) of this by-law shall comply with that direction.





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- (13) An owner or occupier of a lot shall not allow the entry to the building of, any nuisance dog or cat, dangerous dog, restricted dog, menacing dog or animal that could or is likely, to cause danger, or constitute a hazard or nuisance to any person lawfully present in the strata parcel.

(14) Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (f) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Developments Act 2015 will have the same meaning.

(15) Conflict

- (a) To the extent that any term of this by-law is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and this by-law will be read and be enforceable as if so consistent.
- (b) To the extent that this by-law is inconsistent with any other by-law of the Strata Scheme the provisions of this by-law prevail to the extent of that inconsistency.

(16) Definitions

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

- (a) common property means the common property in the strata scheme;
- (b) dangerous animal has the same meaning as it has in the Companion Animals Act 1998;
- (c) lot means a lot in the strata scheme;
- (d) menacing dog has the same meaning as it has in the Companion Animals Act 1998;
- (e) nuisance dog and nuisance cat have the same meaning as it has in the Companion Animals Act 1998;
- (f) occupier means:





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- (i) the occupier of a lot, but only in relation to the lot occupied by that Occupier;
- (ii) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (iii) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;
- (g) owner means:
 - (i) the owner of a lot, but only in relation to the lot owned by that owner;
 - (ii) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
 - (iii) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;
- (h) Owners Corporation means the Owners Corporation created on registration of the strata plan;
- (i) property means the land and buildings the subject of the strata plan;
- (j) restricted dog has the same meaning as it has in the Companion Animals Act 1998;
- (k) strata scheme means the strata scheme relating to the strata plan; and
- (l) strata plan means strata plan number 6834517 Appearance of lot.

18 Appearance of Lot

- (1) The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

19 Notice-board

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

20 Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, without limitation, if the change of use results in a hazardous





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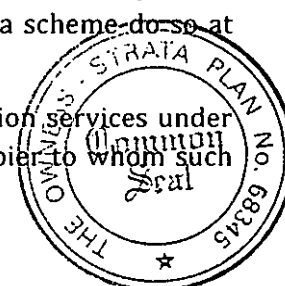
activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

21 Bikes etc. in the lift

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

22 Use of recreational facilities

- (1)** The owner or occupier of a lot shall not use nor allow the use of the recreational facilities by others between 10:00pm and 6:00am on any day.
- (2)** The owner or occupier of a lot shall not allow the use of the recreational facilities by their invitees except when accompanied by the owner or occupier.
- (3)** An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children or incapable persons using the recreational facilities.
- (4)** The Owners Corporation may by resolution make rules, not inconsistent with these by-laws, regarding use of the recreational facilities.
- (5)** The owner or occupier of a lot shall not do any of the following, nor allow them to be done in the recreational facilities:
 - (a)** smoking;
 - (b)** eating or drinking (except in the barbecue area);
 - (c)** consuming alcohol or using any other recreational substance that impedes mental or physical function;
 - (d)** bringing into or using glass in the recreational facilities of any kind; running or jumping (except while using gym equipment designed for running or jumping);
 - (e)** diving;
 - (f)** bringing into or using balls, boogie boards or large inflated objects in the recreational facilities;
 - (g)** using soap, bubble bath or shampoo in the pool or spa;
 - (h)** be inadequately clothed;
 - (i)** nude bathing; and
 - (j)** conducting any business unless authorised in writing by the Owners Corporation (including personal training).
- (6)** To the maximum extent permitted by law, owners, occupiers and any other persons who engage in any recreational activity at the strata scheme do so at their own risk.
- (7)** To the extent that owners or occupiers are supplied recreation services under these by-laws having effect as a contract, an owner or occupier to whom such





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recreation services are supplied under such a contract engages in any recreational activity concerned at his or her own risk.

- (8) The Owners Corporation must cause signs to be displayed in prominent locations near the recreational facilities including the provisions of this by-law, as well as the following in clearly legible text:

RISK WARNING

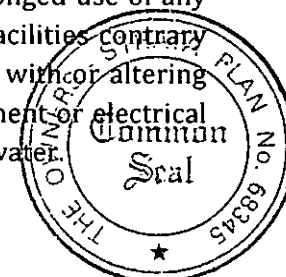
SECTION 5M OF THE CIVIL LIABILITY ACT 2002 (NSW)

There are various risks of harm (of any kind, including personal injury or death, pre-natal injury, impairment of a person's physical or mental condition, disease, damage to property, and economic loss) to persons using the recreational facilities at this strata scheme.

The recreational facilities at this strata scheme include the pool, sauna, spa, barbecues, gym (including gym equipment), common area bathing facilities, common area toilets and related areas.

These risks include:

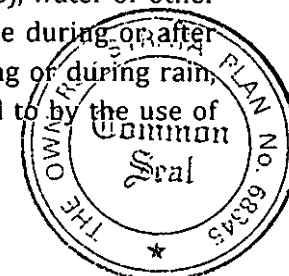
- (i) The risk of such harm resulting from failure of the recreational facilities or part of the recreational facilities before, during or after their use, such as gym equipment breaking, sauna and spa controls malfunctioning, failures causing water and/or other surfaces to become hot so as to cause burns, barbecues catching fire or exploding, barbecues being unexpectedly in operation, handrails in pools and spas being loose or coming away, fences or gates around the pool and spa breaking or being unexpectedly able to be opened by a child or an incapable person, pump machines catching fire or exploding, electrical equipment shorting out or causing parts of the recreational facilities (including water, controls and buttons, and other objects and surfaces) to be electrically charged creating a risk of electric shock, the release of noxious chemicals into water or the air, or the risk of surfaces becoming sharp so as to cause cuts and abrasions (such as broken tiles).
- (ii) The risk of such harm resulting from incorrect or inappropriate use of any recreational facilities, such as using gym equipment in a manner which it was not designed or intended to be used, running in areas where there are tripping or slipping hazards or obstacles (including other persons), climbing on surfaces not designed or intended to be climbed upon, prolonged use of any recreational facilities, use of any recreational facilities contrary to directions provided for their use, tampering with or altering any recreational facilities including gym equipment or electrical appliances, and jumping or diving into shallow water.





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- (iii) The risk of such harm resulting from bringing things into or using things in the recreational facilities that are hazardous or could become hazardous if used in or around the recreational facilities, such as breakable objects (including glass), sharp objects (such as knives or syringes), alcohol or drugs or any kind (including risks inherent in the use or excessive use of alcohol or drugs and increased risk of other harms occurring while using alcohol or drugs, for example due to impaired mental or physical function), inflammable things (such as cigarette lighters and aerosol sprays), and electrical appliances (particularly near water).
- (iv) The risk of such harm resulting from doing anything in or around the recreational facilities contrary to the advice of a medical professional or directions for use or warnings provided with medications used by a person.
- (v) The risk of such harm resulting from the nature of activities that a person may undertake in or around the recreational facilities, such as the risk of injury to body parts due to physical exertion or contortion, the risk of stroke, seizure, heart attack or breathing difficulties caused by physical exertion or contortion, the risk of dehydration caused by physical exertion, the risk of drowning while swimming or bathing (including the risk of drowning following a loss of consciousness, such as due to drug or alcohol use, a seizure, stroke, heart attack, breathing difficulties or hitting ones head on hard surface in the pool or spa and surrounds), the risk of suffering burns while operating a barbecue, the risk of choking while eating or drinking, and the increased risk of tripping or slipping while running.
- (vi) The risk of such harm resulting from tripping or slipping on an uneven surface or wet surface anywhere in the recreational facilities, including dislodged tiles, cracked walkways, the stands or feet of gym equipment, towels lying on the floor in the gym or near the pool, electrical leads, folds in mats or carpets, sweat on floor surfaces where people exercise, water and other fluids (such as soap, shaving cream and shampoo) on the floor in areas where people bathe, water on walking surfaces near the pool, spa, sauna, toilets and washing facilities and entries and exists to those areas of the recreational facilities, pool and spa surrounds, fences and handrails, cleaning equipment left on the floor (such as vacuum cleaners, brooms, mops and buckets), water or other fluids on any tiles or concrete, slippery surface during or after cleaning, any surface that may be wet following or during rain, and tripping or slipping caused or contributed to by the use of

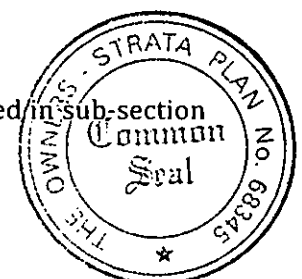




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footwear with low-traction soles or a risk of becoming loose such as thongs.

- (vii) The risk of such harm resulting from use of the recreational facilities in weather conditions such as rain (including slipping on wet surfaces), thunderstorms (including lightning strike), hail storms (including injury from hail stones falling or lying on surfaces), cold temperatures (including pneumonia and hypothermia), hot temperatures (including heat stroke), and sunshine (including skin cancer).
 - (viii) The risk of such harm resulting from contracting an infectious disease or another medical condition from physical contact with other persons, from contact with surfaces (including bathroom and toilet facilities and cooking surfaces), from contact with water (including drinking, bathing or cleaning water), from contact with air carrying infectious particles, and from contact with knives, syringes or other sharp or metallic objects.
 - (ix) The risk of such harm resulting from emergency services, medical professionals or first aid having difficulty accessing a person for treatment or to alleviate a hazard due to the location of the recreational facilities in the strata scheme being subject to restricted access (such as by access passes), the recreational facilities being difficult to locate within the strata scheme, or it being necessary for emergency vehicles to park a long distance from the recreational facilities.
- (9) The Owners Corporation may exclude any person from the use of the recreational facilities unless that person has read and signed an acknowledgment that they have read and understood the provisions of this by-law, or if they are an incapable person, that
- (a) the incapable person is under the control of or accompanied by another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law; or
 - (b) a parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law.
- (10) In this by-law, unless the contrary intention appears:
- (a) incapable person has the meaning provided in sub-section 5M (12) of the Civil Liability Act 2002 (NSW);
 - (b) children means people under the age of 18;
 - (c) parent of an incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);





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- (d) recreational activity has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);
- (e) recreational facilities means all the recreational facilities at the strata scheme, including the pool, spa, sauna, gym (including gym equipment), barbecues, common area bathing facilities, common area toilets and related area; and
- (f) recreation services has the meaning provided in subsection 5N(4) of the Civil Liability Act 2002 (NSW).

23 Maintenance of air-conditioning

- (1) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and have the filters of any such facilities or equipment cleaned every six (6) months.

24 Use of facilities by non-resident owners

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

25 Advertising signs

- (1) The owner or occupier of commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.
- (2) All commercial signage in the development must be of identical size and dimensions.
- (3) The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

26 Caretaker

- (1) In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with a caretaker to provide management, leasing, security, cleaning and operational services for the strata scheme.
- (2) The caretaker's duties may include:
 - (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;





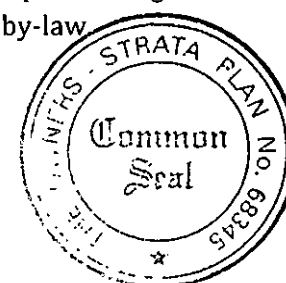
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- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
 - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
 - (d) providing a letting, property management and sales service;
 - (e) supervising Owners Corporation employees and contractors;
 - (f) providing security services to the Owners Corporation;
 - (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation;
 - (h) supervising the strata scheme generally; and
 - (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme.
- (3) The caretaker must comply with instructions from the Owners Corporation about performing its duties.
- (4) The Owners Corporation must not, without the written consent of the caretaker, enter into more than one agreement under this by-law at any one time or revoke this by-law without the written consent of the caretaker.
- (5) Any agreement entered into by the Owners Corporation pursuant to subparagraph 1 of this by-law will provide for the payment by the Owners Corporation to the caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the agreement.
- (6) The caretaker may, at the caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.
- (7) The Owners Corporation has the power to enter into any agreement with a financier of the caretaker so that the financier's rights pursuant to any security arrangement between the caretaker and the financier can be enforced.

27 Obstruction of caretaker

The owner or occupier of a lot must not:

- (a) Interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in by-law





- (b) Interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.

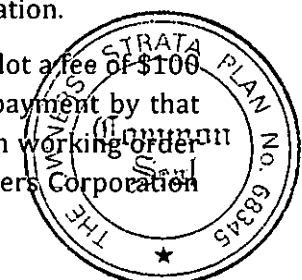
28 Exclusive letting agency

The owner or occupier of every lot in except (57 & 29) must not on any lot or the common property, except with the written consent of the owner of (57 & 29), conduct or participate in the conduct of:

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

29 Access keys

- (1) In this by-law Access Key means any device or object used to operate a locking device or security device or system that restricts access to or through any part of the common property.
- (2) Access Keys belong to the Owners Corporation.
- (3) Owners, occupiers and others are only entitled to the use of Access Keys in accordance with and under the conditions imposed by this by-law.
- (4) The Owners Corporation may give Access Keys to owners or occupiers of lots and may keep records relating to the persons to whom Access Keys have been given.
- (5) The right to the use of an Access Key under this by-law is personal to the owner or occupier to whom it is given and may not be assigned to any other person without the express prior written consent of the Owners Corporation.
- (6) The Owners Corporation may charge an owner or occupier of a lot a fee of \$100 to provide extra or replacement Access Keys and require the payment by that owner or occupier of a \$80 bond. On return of the Access Key in working order the bond is to be refunded to that owner or occupier. The Owners Corporation





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may determine alternative amounts to those provided in this clause from time to time (acting reasonably).

- (7) Owners of lots may give Access Keys to occupiers of their lots provided that:
- (a) they notify the Owners Corporation in writing of the names, and postal and telephone contact details of the occupiers of the lot to whom Access Keys have been given;
 - (b) they ensure that the Access Keys are returned to the Owners Corporation when such an occupier ceases to be an occupier, including taking all reasonable steps available at law;
 - (c) they include a requirement in any lease or license relating to such an occupier that the occupier must return those Access Keys to the Owners Corporation when that occupier ceases to be an occupier; and
 - (d) they indemnify the Owners Corporation immediately on demand for any loss, damage, claim, suit or demand whatsoever incurred by or brought against the Owners Corporation in respect of those Access Keys or their use.
- (8) Owners may give Access Keys to subsequent owners of their lots provided that the Owners Corporation is notified in writing of the names and postal and telephone contact details of the subsequent owner. Both the prior and subsequent owner are jointly and severally liable to ensure that the Owners Corporation is so notified.
- (9) At all times whilst in the building and on common property, an owner or occupier must carry an Access Key if they have been given one by the Owners Corporation (or, in the case of an occupier, by the owner of their lot).
- (10) An owner or occupier of a lot must:
- (a) take all responsible steps not to lose Access Keys;
 - (b) return all Access Keys to the Owners Corporation if they are not needed, or if an occupier of a lot ceases to be an occupier;
 - (c) notify the Owners Corporation and the strata manager immediately if an Access Key is lost; and
 - (d) not copy an Access Key, cause an Access Key to be copied, or grant any other person permission to copy an Access Key;
 - (e) not give their Access Keys to any person without the express prior written consent of the Owners Corporation;
 - (f) not assign their rights to the use of their Access Keys or grant any other person rights to the use of their Access Keys;
- (11) If the Owners Corporation is satisfied that an owner or occupier is in breach of this by-law or the following by-laws, the Owners Corporation may disable (or partially disable as it sees fit) or demand the return of Access Keys of the





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offending owner or occupier (and that owner or occupier must comply immediately with any such demand):

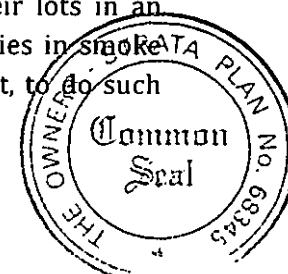
- (a) By-law 39;
 - (b) By-law 40; and
 - (c) By-law 41.
- (12) To the extent permitted by law and without prejudice to the other rights of the Owners Corporation, if an owner or occupier fails to perform or observe any of their obligations under this by-law, then the Owners Corporation may:
- (a) engage the Caretaker of strata managing agent to rectify the breach; and
 - (b) recover its costs of so doing from that owner or occupier in a Court or Tribunal of competent jurisdiction as a debt due.
- (13) The Owners Corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law, including but not limited to law with respect to privacy.

30 Balcony furniture etc.

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

31 Safety, security and fire safety

- (1) A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use, subject to compliance with applicable laws and regulations regarding fire safety.
- (2) Owners and occupiers of lots must ensure that they maintain any fire safety equipment (including without limitation smoke detectors) in their lots in an operative state (including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do such





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work as is necessary to ensure that they comply with their obligations under this clause.

- (3) If an owner or occupier of a lot causes a fire safety measure in the strata scheme (whether in a lot or in common property) to cease functioning or to cease functioning effectively that owner or occupier of a lot is required, at its cost, to do such work as is necessary to cause that fire safety measure to return to a functioning (or effectively functioning) state and must do so immediately and in compliance with all applicable laws.
- (4) Within the meaning of section 63 of the Management Act, if:
- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition of this by-law; and
 - (b) that owner or occupier fails to carry out that work;

then the Owners Corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier or any person who, after the work is carried out, becomes the owner of the lot.

32 Car washing and servicing

An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

33 Disposal of commercial waste

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

34 Allocation of commercial waste costs

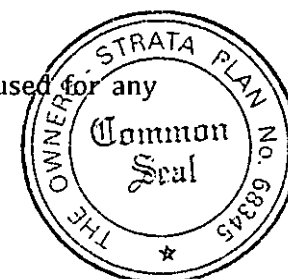
Should any Government authority impose any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

35 Electronic delivery of notices

- (1) A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.
- (2) Service under this by-law is deemed to be effected on the next working day following sending unless evidence is adduced to raise doubt as to the contrary.

36 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.





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- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

37 Disabling of intercom buzzer

To the extent permitted by law the Owners Corporation may disable the intercom buzzers at access points into the building.

38 Overcrowding

- (1) In this by-law individual does not include any individual below 16 years of age.
- (2) An owner or occupier of a lot must not permit more than a number of individuals determined in accordance with the following formula to lodge at, reside in or otherwise occupy the lot:
- (a) $X = Y \times 2$
- Where:
- (i) X represents the number of individuals to be determined; and
- (ii) Y represents the number of bedrooms in the lot (being bedrooms in existence in accordance with law).

39 Tenancy

An occupier must be a party to a current lease under the Residential Tenancies Act 2010 (NSW), or where there are two or more occupiers; at least one of those occupiers must be a party to such a lease.

40 Visitors

- (1) In this by-law Visitor means any person, invitee, guest, or lodger invited, allowed to or assisted to enter the strata scheme at any time by an owner, occupier or other Visitor.
- (2) An owner and occupier must ensure that all Visitors' names, time of entry and time of exit be recorded in a register provided by Owners Corporation for that purpose.
- (3) The Owners Corporation must at all times comply with any obligations imposed on it by law from time to time in respect of the gathering of information under this by-law.

41 Works by owners

(1) Making of applications

(a) *Circumstances in which application may be made*

An owner of a lot in the strata scheme who seeks to undertake building works that would affect common property may make an Application to the executive committee in accordance with this by-law.

Note: certain kinds of minor works may be the subject of approval in accordance with the other by-laws of the strata scheme.





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(b) Required material

Despite anything else in this by-law the executive committee is not required to consider an Application unless the Applying Owner promptly supplies the executive committee with the following materials:

- (i)** A general description of the Works, including materials and methods.
- (ii)** A proposed scope of works suggested for inclusion in the Prescribed By-Law.
- (iii)** A sketch plan of the Works.
- (iv)** A proposed work schedule for the Works including an estimate of the time required.
- (v)** If required by the executive committee, the Engineer's Approval for the Works.

Note: If the executive committee do not require the Engineer's Approval, then no such requirement will be included in the Prescribed By-Law in accordance with clause 4(b)(iii)(IV) below.

- (vi)** If required by the executive committee, a copy of all necessary Approvals in relation to the conduct of the Works and the use of the Exclusive Use Area.
- (vii)** If required by the executive committee, details of the contractor(s) proposed to be engaged to do the Works.
- (viii)** The Applying Owner's written agreement to be bound by the terms of the Prescribed By-Law.

(c) Request for further materials

The executive committee, acting reasonably, may request that an Applying Owner provide further materials before assessing an Application, or during the process of assessing an Application.

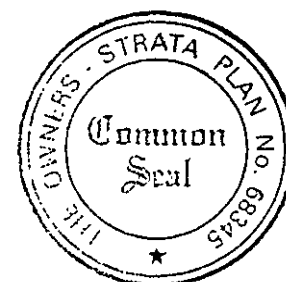
(d) Discretion to consider application

Despite anything else in this by-law 46 the executive committee may assess an application made to it despite a failure by the Applying Owner to comply with the requirements of this clause.

(2) Assessment of applications

(a) Process

The executive committee must:





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- (i) meet at least once within a reasonable time of an Application being made in compliance with clause (1) of this by-law to consider that Application;
- (ii) promptly advise the Applying Owner of any request for further materials the executive committee may make under this clause of this by-law (or any material listed in clause (1) of this by-law that the executive committee at its option requires); and
- (iii) promptly advise the Applying Owner of whether the executive committee will or will not proceed to assess the Application by reason of any non-compliance with this clause of this by-law, any request for further materials made under clause (1) of this by-law, or any request for material listed in clause (1) of this by-law that the executive committee at its option requires.

(b) Decision

Once the Applying Owner has complied with clause (1) of this by-law, any further request for materials under clause (1) of this by-law, any request for material listed in clause (1) of this by-law that the executive committee at its option requires, or the executive committee has otherwise decided to assess the Application under clause (1)(d) of this by-law, the executive committee must:

- (i) proceed to assess the Application and decide in its discretion whether to approve or not approve the Application;
- (ii) advise the Applying Owner whether the executive committee approves or does not approve the Application; and
- (iii) advise the Applying Owner of its decision within 1 calendar month.

(c) Deemed denial

In the event that the executive committee does not advise the Applying Owner of its decision in accordance with clause (a) of this by-law the executive committee will be deemed not to have approved the Application.

(d) Guidelines

The executive committee may from time to time publish guidelines with respect to the form of the materials that it may or may not require in relation to an Application made under this by-law or the matters that it will consider in deciding whether to approve or not approve of an Application, provided that those guidelines are not inconsistent with the terms of this by-law or otherwise inconsistent with law.

(3) Effect of approval





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(a) *Motions and by-law*

In the event that the executive committee approves an Application, the executive committee must:

- (i)** call a general meeting of the Owners Corporation within a reasonable time; and
- (ii)** include on the agenda for that meeting the consideration of the Prescribed Motions by the Owners Corporation;
- (iii)** include with the notice for that meeting:
 - I** a draft of the Prescribed By-Law; and
 - II** a note to the effect that the executive committee has assessed and approved an Application for the Works under this by-law.

Note: The Prescribed Motions include approval for the Works and the creation of the Prescribed By-Law relating to the Works.

(4) Definitions and interpretation

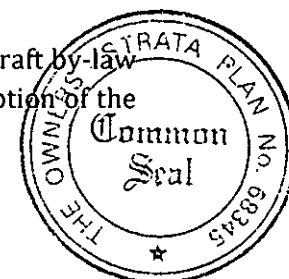
(a) *Application of the Prescribed By-Law*

Clause 8 of the Prescribed By-Law applies to this by-law with any necessary modification.

(b) *Additional definitions*

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

- (i)** Application means an application made in accordance with clause (1) of this By-Law;
- (ii)** Applying Owner has the same meaning as Owner in the Prescribed By-Law;
- (iii)** Prescribed By-Law means the draft by-law in Schedule 1 with the following modifications:
 - I** The item “//X//” in the title of the draft by-law in Schedule 1 and the heading to the Scope of Works in that by-law is replaced by the next available number in the sequence of registered (or to-be-registered) Special By-Laws of the Strata Scheme;
 - II** The item “//Y//” in the definition of “Lot” in the draft by-law in Schedule 1 is replaced by the lot number the subject of the Application;
 - III** The item “//Z//” in the Scope of Works in the draft by-law in Schedule 1 is replaced with a detailed description of the Works.





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IV If the executive committee did not require the Engineer's Approval:

- clause 2.3 in the draft by-law in Schedule 1 is deleted and replaced with the words "2.3 Not Used";
- clause 2.7(c) in the draft by-law in Schedule 1 is deleted and replaced with the words "(c) Not used";
- the definitions of "Engineer's Approval" and "Engineer's Certificate" in clause 2.4 of the draft by-law in Schedule 1 are deleted.

(iv) Prescribed Motions means the draft Motions in Schedule 2 with the following modifications:

- I** The item "//X//" in the Motions in Schedule 2 is replaced with the number of the Prescribed By-Law; and
- II** The item "//Y//" in the definition of "Lot" in the Motions in Schedule 2 is replaced by the lot number the subject of the Application.

(v) Works has the same meaning as in the Prescribed By-Law as if a reference to the Scope of Works was a reference to the materials describing the proposed works the subject of the Application.

42 Generic approval of Air-Conditioning

Owners of lots may install split-system Air-Conditioning in the airspace of their lots as if the draft by-law in Schedule 1 was part of this by-law 43 with the following deemed modifications:

- (1)** The heading "Special By-law //X//" in the title of the draft by-law in Schedule 1 and the heading to the Scope of Works in that by-law was "By-law 43(3)(b)";
- (2)** The item "//Y//" in the definition of "Lot" in the draft by-law in Schedule 1 was replaced by the words "all the lots in the Strata Scheme";
- (3)** The item "//Z//" in the Scope of Works in the draft by-law in Schedule 1 was replaced with the following:

(a) The Works

Installation of Air – Conditioning Equipment on or in the Common Property and/or the Lot for the use or benefit of the Lot in compliance with the requirements of this By-Law and the general specifications set out in 2 below.

(b) General Specifications for the Works

In addition to the other conditions applying under this By-Law the following conditions apply to the Works:





- (i) any condensate run-off must be plumbed to the nearest available waste water outlet;
- (ii) any plant and equipment or appliance forming part of the Works must have an energy rating of at least 3 stars in accordance with energy ratings published on the "www.energyrating.gov.au" website;
- (iii) any plant and equipment or appliance forming part of the Works must be of good quality and condition, and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances re-conditioned to a standard which is not less than that which originally applied to the same; and
- (iv) any element of the Works must not be visible from the street, or if visible from the street must be in keeping with the general appearance of the Strata Scheme and:

In this Scope of Works Air-Conditioning Equipment means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances.

- (4) There is no requirement for an Engineer's Approval or Engineer's Certification according to the following:
 - (a) clause 2.3 in the draft by-law in Schedule 1 is deleted and replaced with the words "2.3 Not Used";
 - (b) clause 2.7(c) in the draft by-law in Schedule 1 is deleted and replaced with the words "(c) Not used";
 - (c) the definitions of "Engineer's Approval" and "Engineer's Certificate" in clause 2.4 of the draft by-law in Schedule 1 are deleted.

43 Parking in visitors car spaces

- (1) Owners and occupiers of lots must not park, stand, rest, leave or keep ("Park") vehicles in the visitors car spaces.
- (2) If an owner or occupier of a lot Parks a vehicle in the visitors car spaces the Owners Corporation may give that owner or occupier a notice under this clause (2) ("Strike Notice") to the effect that the Owners Corporation has formed the view that they have breached by-law 48.1 and the effect of clause (3).
- (3) If an owner or occupier of a lot is given three Strike Notices within the space of three calendar months, the Owners Corporation may:
 - (a) prevent that owner or occupier from accessing the car park for a continuous period of no more than 48 hours ("Lockout"); or
 - (b) erect a temporary barricade to prevent a vehicle Parked by that owner or occupier in a visitors car space from leaving that space ("Block In").





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- (4) The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached by-law (1).
- (5) Owners and occupiers of lots acknowledge and agree that a Lockout or a Block In is not a penalty for breach of a by-law. Owners and occupiers of lots waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Lockout or a Block In and agree to the Owners Corporation putting effect to a Lockout or Block In in accordance with this by-law.
- (6) If the Owners Corporation Blocks In a vehicle the Owners Corporation must not:
 - (a) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
 - (b) demand any payment for or in relation to the release of the vehicle.
- (7) Owners and occupiers of lots must provide the Owners Corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.
- (8) The Owners Corporation is to keep and use the information gathered pursuant to clause (7) only for the purpose of monitoring and/or enforcing breaches of by-laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.
- (9) This by-law 44 is subject to by-law Error! Reference source not found.

44 Costs

(1) Right to recover costs

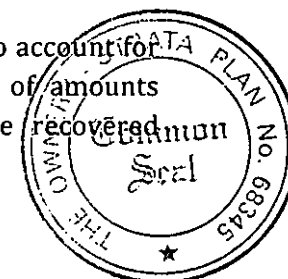
Subject to the provisions of this by-law 49 the Owners Corporation may recover as a debt its Enforcement Costs incurred in relation to a Successful Enforcement Action from the person against whom that Successful Enforcement Action was taken.

Explanatory note: This by-law permits the Owners Corporation to recover costs, such as legal costs and managing agent's costs, incurred in taking certain successful action to enforce the by-laws of the strata scheme from the person against whom that action was taken.

Such enforcement action includes issuing notices to comply with the by-laws, seeking orders of a Strata Schemes Adjudicator, and certain proceedings in the Consumer, Trader and Tenancy Tribunal or a court.

The measure of success of an action is like the measure which usually applies in determining whether a party to proceedings in a court would be entitled to its costs in those proceedings.

The right to recover costs is subject to certain exceptions largely to account for the operation of applicable law, and to provide for restitution of amounts recovered where the person from whom those amounts were recovered successfully appeals the enforcement action.



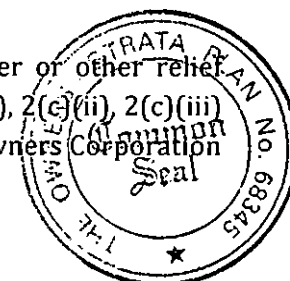


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(2) What is a Successful Enforcement Action?

A Successful Enforcement Action is:

- (a)** an action against a person who is required to comply with the by-laws of the strata scheme; and
- (b)** where that person has failed to comply, continues to fail to comply or is anticipated to or threatens to fail to comply with a by-law of the strata scheme ("failure to comply"); and
- (c)** where that action was a step, proceeding or action of any kind permitted at law in relation to that failure to comply including without limitation:
 - (i)** the issuing of a notice to comply with the by-law to that person under section 45 of the Management Act;
 - (ii)** the seeking of orders of a Strata Schemes Adjudicator against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:
 - I** an order for that person to comply with the by-law under section 138 of the Management Act; or
 - II** an order for the person to remove an animal under section 150(1) of the Management Act; and
 - (iii)** an action or proceeding in the Consumer, Trader and Tenancy Tribunal against that person in relation to that failure to comply under Chapter 5 of the Management Act, including without limitation:
 - I** an application referred to the Consumer, Trader and Tenancy Tribunal in accordance with section 164 and 184 of the Management Act; or
 - II** an appeal of an order of a Strata Schemes Adjudicator under Division 12 of Part 4 of Chapter 5 of the Management Act (whether brought by the Owners Corporation or that person); or
 - III** an application for a civil penalty against that person under Part 6 of Chapter 5 of the Management Act; and
 - (iv)** an action or proceeding of any kind in any court of competent jurisdiction against that person in relation to that failure to comply; and
 - (v)** an application in any jurisdiction for an order or other relief ancillary to any of the matters in clauses 2(c)(i), 2(c)(ii), 2(c)(iii) and 2(c)(iv) above (whether brought by the Owners Corporation or that person); and





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(vi) an appeal or application for prerogative relief in any court of competent jurisdiction in relation to any of the matters in clauses 2(c)(i), 2(c)(ii), 2(c)(iii), 2(c)(iv) and 2(c)(v) above (whether brought by the Owners Corporation or that person); and

(d) where the Owners Corporation would be entitled to an order for its costs in that action if the adjudicator, tribunal, court or other decision maker in that action was required to make an order that the costs follow the event (or, in relation to a notice to comply with the by-law, if the notice was properly issued in accordance with the Management Act).

(3) What are Enforcement Costs?

Enforcement Costs are costs including without limitation legal professional fees (on a solicitor/client basis), expenses and disbursements, expert fees, witness expenses, costs of holding meetings, and managing agent's fees.

(4) Exception

This by-law does not entitle the Owners Corporation to recover costs:

- (a) where by operation of law or the order of the decision maker in the relevant Successful Enforcement Action the Owners Corporation must bear its own costs; or
- (b) to the extent that the Owners Corporation is otherwise prohibited by law from recovering those costs; or
- (c) to recover the same costs more than once (whether under this by-law or otherwise); or
- (d) to the extent that to so recover those costs would be inconsistent with the Management Act or any other Act or law.

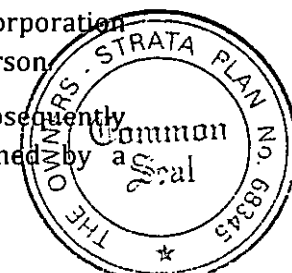
(5) Restitution where successful appeal

(a) Where:

- (i) the Owners Corporation has recovered Enforcement Costs under this by-law from a person against whom a Successful Enforcement Action was taken; and
- (ii) the outcome of that Successful Enforcement Action is subsequently reversed, quashed, or otherwise invalidated or overturned by a subsequent action (such as an appeal or application for prerogative relief) ("the Appeal");

then unless a contrary order is made in the Appeal, Owners Corporation must repay the amount of those Enforcement Costs to that person.

(b) Despite clause 5(a), where the outcome of the Appeal is subsequently reversed, quashed, or otherwise invalidated or overturned by a





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subsequent action (such as an appeal or application for prerogative relief) the Owners Corporation will again be entitled to recover those Enforcement Costs from that person (or, if it had not yet repaid the amount of those Enforcement Costs to that person, may keep those Enforcement Costs).

(6) Terms

In this by-law 49, unless the contrary intention appears:

- (a)** Enforcement costs has the meaning given to it in clause 3; and
- (b)** Successful Enforcement Action has the meaning given to it in clause 2.

45 Smoking and other behavioural issues

- (1)** An owner or occupier must not smoke or permit any person to smoke any substance on common property.
- (2)** An owner or occupier must not smoke or permit any person to smoke in their lot in such a manner as permits a person in another lot to detect the odour of that smoke.
- (3)** An owner or occupier must not consume alcohol on the common property or use on the common property any other recreational substance that impedes mental or physical function (or permit any person to consume alcohol or use any other such substance on the common property).

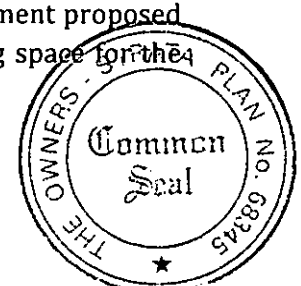
46 Storage in car parks

- (1)** An owner or occupier of a lot must not, without the permission in writing of the Owners Corporation, store any material in a car parking space or install any equipment in or on a car parking space for the purpose of storing any material.
- (2)** The Owners Corporation may grant, withhold or withdraw its approval under this by-law 51 in its absolute sole discretion and subject to conditions including as to the type of storage equipment that may be used.

“Over bonnet” storage.

- (3)** Despite anything else in this by-law:
 - (a)** Without limiting the discretion of the Owners Corporation under clause 2, the Owners Corporation may withhold its consent if proposed storage equipment is anything other than “over bonnet” storage equipment; and
 - (b)** if proposed storage equipment is “over bonnet” storage equipment, the Owners Corporation must not unreasonably withhold its consent.
- (4)** In this by-law proposed storage equipment means storage equipment proposed to be installed by an owner or occupier of a lot in a car parking space for the purpose of storing any material.

47 Provision of amenities or services





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- (1) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services;
 - (b) cleaning;
 - (c) window cleaning;
 - (d) garbage disposal and recycling services;
 - (e) electricity, water or gas supply;
 - (f) telecommunication services (for example, cable television, telephone or internet services); and
 - (g) the installation of environmentally friendly services, such as water efficiency measures and energy efficient light globes.
- (2) If the Owners Corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Management Act provides that an Owners Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.
- (3) The Owners Corporation may add to, alter or erect structures on common property for the purpose of installation of:
 - (a) providing any of the services referred to in clause (1); and
 - (b) additional environmentally friendly services, such as water tanks and solar panels.

48 Special By-Law 1 (Exclusive Use)

A by-law to make provision for the conduct of certain works by the owner of the Lot and to provide for exclusive use and special privilege in respect of certain common property in that regard.

(1) Grant of Rights

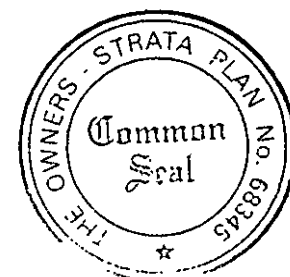
(a) *Works*

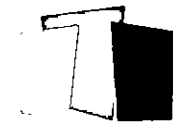
Subject to the Conditions the Owner may carry out the Works.

(b) *Exclusive use*

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

(c) *Reinstatement Works*





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If the rights of the Owner under clause (1) and (2) and the obligations of the Owner under clause 9(a) cease (either jointly or severally) to have force or effect for any reason the Owner must put effect to and complete the Reinstatement Works subject to and in accordance with the Conditions as if those Reinstatement Works were also Works the subject of this By-Law.

(d) *Functions of the Owners Corporation*

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

(2) Conditions

(a) *Approvals and certifications*

The Owner must:

- (i)** obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the conduct of the Works and the use of the Exclusive Use Area;
- (ii)** provide a copy of any such Approvals to the Owners Corporation;
- (iii)** in the event that such an Approval is required by law (or the under the terms of an Approval) to be obtained before the conduct of any part of the Works, supply a copy of that Approval to the Owners Corporation before the conduct of that part of the Works; and
- (iv)** provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

(b) *Plans and specifications*

The Owner must provide a copy of any plans and specifications relating to the Works (other than any plans and specifications provided in this By-Law) to the Owners Corporation (and where those plans and specifications relate to any element of the Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of the Works is undertaken).

(3) Engineer's approval and certification

The Owner must:

- (a)** before the Works are undertaken, provide the Engineer's Approval to the Owners Corporation; and





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- (b) after completion of the Works, provide the Engineer's Certificate to the Owners Corporation.

(4) Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area in connection with the Works (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:

- (a) during a period where the Works are being carried out, within 24 hours of a request by the Owners Corporation (howsoever made); or
- (b) in any event within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances).

(5) Insurance

The Owner must effect and maintain the Insurance (or ensure the same is effected and maintained).

(6) Costs

The Owner must:

- (a) before the Works are undertaken, pay the Owners Corporation's reasonable costs in connection with the making and preparation of this By-Law (including registration costs, legal costs and strata management costs);
- (b) bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works; and
- (c) bear the costs of meeting the Owner's obligations under clause (9) of this By-Law.

(7) General conditions in relation to the Works

The Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and any conditions or specifications provided in the Scope of Works;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) be carried out in accordance with the Engineer's Approval;
- (d) be generally in keeping with the appearance, quality and levels of amenity of the Property;
- (e) be fit for their purpose;





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- (f) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (g) be carried out with due diligence and expedition and within a reasonable time;
- (h) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 8:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30am and Midday on a Saturday;
- (j) to the extent the Works are connected to any electrical, gas, water or other services, be connected only to such services that are separately metered to the Lot;
- (k) not cause damage to or affect the structure or support of the Property or any part of the Property otherwise than authorised under this By-Law; and
- (l) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

(8) Cleanliness, protection and rectification

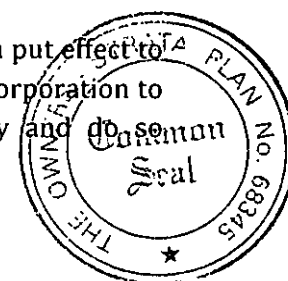
The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by the Works;
- (b) ensure any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on completion of the Works; and
- (c) put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this By-Law.

(9) Ongoing maintenance

The Owner:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law including any applicable law or Approval; and
- (c) must on the reasonable request of the Owners Corporation put effect to and complete the Relocation Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property and do so





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subject to and in accordance with the Conditions as if those Relocation Works were also Works the subject of this By-Law.

(10) Alteration of building affecting lot boundary

The Owner must comply with any obligation it may have under section 14 of the Strata Schemes (Freehold Development) Act 1973.

(11) Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligence of the Owners Corporation.

(12) Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

(13) Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

(14) Ownership of the works

The Works remain the property of the Owner.

(15) Time for putting effect to the Works

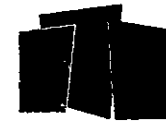
The Owner must put effect to and complete the Works within 3 months of the making of this By-Law.

(16) Principal contractor

If any of the works under this By-Law are involved in a "construction project" within the meaning of clause 292 of the Work Health and Safety Regulation 2011 ("WHSR"):

- (a)** The Owner acknowledges and agrees that the Owner is the person that commissions that construction project within the meaning of clause 293 of the WHSR and not the Owners Corporation.
- (b)** The Owner must engage another person to have management or control of the workplace the subject of that construction project who is appropriately experienced and qualified to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace





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the subject of that construction project and to discharge the duties of a "principal contractor" under Chapter 6 of the WHSR.

- (c) Subject to compliance by the Owner with this clause (16), the Owners Corporation authorises that principal contractor to make such reasonable and necessary use of the Common Property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time.

(17) Works

(a) *Definition of Works*

"Works" means building works and related products and services to be done and supplied in relation to the Lot and related Common Property as set out in the Scope of Works.

(b) *Definition of Rectification Works*

"Rectification Works" means the building works and related products and services required to be done and supplied in connection with the rectification or reinstatement of any damage to the Property caused by the Works and any previous Rectification Works (except damage authorised by this By-Law).

(c) *Definition of Reinstatement Works*

"Reinstatement Works" means the building works and related products and services required to be done and supplied in connection with the removal of the Works and the related reinstatement of the Property.

(d) *Definition of Relocation Works*

"Relocation Works" means the building works and related products and services required to be done and supplied in connection with the removal, relocation and reinstatement of the Works to allow the Owners Corporation to effect maintenance or repairs to the Common Property.

(e) *Reference to works includes certain other matters*

In this clause (16) a reference to building works and related products and services includes a reference to:

- (i) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those works, and the supply of those products and services; and
- (ii) as the context may require, a reference to the result of those works and related products and services being done and supplied.

(18) Definitions and Interpretation





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(a) Interpretation

In this By-Law, unless the context otherwise requires:

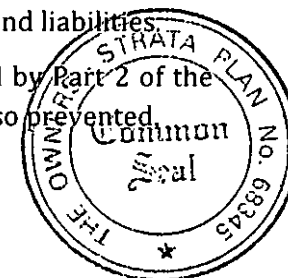
- (i) the singular includes the plural and vice versa;
- (ii) a reference to a document, includes any amendment, replacement or novation of it;
- (iii) all references to dollars, \$, cost, value and price are to Australian currency;
- (iv) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (v) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (vi) any reference to legislation includes any amending or replacing legislation;
- (vii) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (viii) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

(b) Conflict

- (i) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (ii) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

(c) Application of the Civil Liability Act 2002

- (i) The Owner acknowledges and agrees that:
 - I this By-Law makes express provision for their rights, obligations and liabilities under this By-Law with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - II to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (ii) Any provision of this By-Law that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.



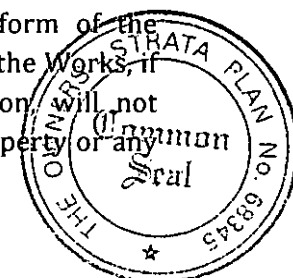


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(d) Definitions

In this By-Law, unless the context otherwise requires:

- (i) Approval means, in connection with the Work or the Property:**
 - I** an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
 - II** a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
 - III** a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
 - IV** any order, direction or other requirement given or made by an Authority;
 - V** an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
 - VI** an order made under Part 2 of Chapter 7 of the Local Government Act 1993;
- (ii) Authority means, in connection with the Work or the Property:**
 - I** any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
 - II** a consent authority or principle certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
 - III** the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
 - IV** an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;
- (iii) Common Property means the common property in the Strata Plan;**
- (iv) Conditions means the provisions of clause 2;**
- (v) Engineer's Approval means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of the Property;**





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part of it or otherwise cause damage to the Property (except as authorised by this By- Law);

(vi) Engineer's Certificate means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works were carried out in accordance with the Engineer's Approval;

(vii) Exclusive Use Area means:

- I** those parts of the Common Property which are occupied by the Works (once complete); and
- II** any part of the Common Property that is, as a result of the Works effecting an alteration to the effective physical boundaries of the premises the subject of the Lot:
 - only accessible from within that premises; or
 - enclosed within the effective physical boundaries of that premises;

and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

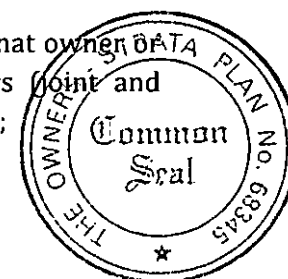
(viii) Insurance means:

- I** any insurance required by law in connection with the Works and the use of the Exclusive Use Area; and
- II** contractors all-risk insurance (including public liability insurance) in respect of the conduct of the Works to a limit of not less than \$20,000,000 per event naming the Owners Corporation as a beneficiary (and containing a cross-liability and waiver of subrogation clause preventing an action against the Owners Corporation for recovery of any amounts paid by the insurer under the insurance).

(ix) Lot means lot //Y// in the Strata Scheme;

(x) Owner means:

- I** the owner of a Lot, but only in relation to the Lot owned by that Owner;
- II** where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
- III** where there is more than one Lot owned by that owner or those owners (joint and severally) in respect of each such Lot severally;





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- (xi) Owners Corporation means the Owners Corporation created on registration of the Strata Plan;
- (xii) Plan means the plan(s) annexed to this By-Law (if any);
- (xiii) Property means the land and buildings the subject of the Strata Plan;
- (xiv) Rectification Works has the meaning given to it in clause (16).
- (xv) Reinstatement Works has the meaning given to it in clause (16).
- (xvi) Relocation Works has the meaning given to it in clause (16).
- (xvii) Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;
- (xviii) Scope of Works means the Scope of Works annexed to this By-Law;
- (xix) Strata Scheme means the strata scheme relating to the Strata Plan;
- (xx) Strata Plan means strata plan number 68345; and
- (xxi) Works has the meaning given to it in clause (16).





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49 SCOPE OF WORKS

This annexure sets out the Scope of Works as defined in this By-Law.

(1) Motion to authorise works to common property

The Owners Corporation SPECIALLY RESOLVES to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out the Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Owner.

Note in accordance with section 65A(4) of the Strata Schemes Management Act 1996 this resolution has no effect unless:

- (a) the Owners Corporation obtains the written consent of the owner to the making of a by-law to provide for the maintenance of the common property by the owner, and
- (b) the Owners Corporation makes such a by-law.

In this motion:

- (c) Conditions means the provisions of the Proposed By-Law; Lot means the Lot as defined in the Proposed By-Law; Owner means:
 - (i) the owner of a Lot, but only in relation to the Lot owned by that Owner;
 - (ii) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
 - (iii) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;
- (d) Proposed By-Law means the proposed "Special By-Law //X//" provided with the notice of the meeting at which this motion was considered; and
- (e) Works means works permitted or required to be done by the Owner in accordance with the Proposed By-Law.

(2) Motion to create a by-law regarding works to common property

The Owners Corporation SPECIALLY RESOLVES to make a by-law to which Division 4 of Part 5 of the Strata Schemes Management Act 1996 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 48 of the Strata Schemes Management Act 1996.

Note in accordance with section 52(1)(a) of the Strata Schemes Management Act 1996 the Owners Corporation may only make, amend or repeal the





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Proposed By-Law with the written consent of the owner or owners of the lot or lots concerned.

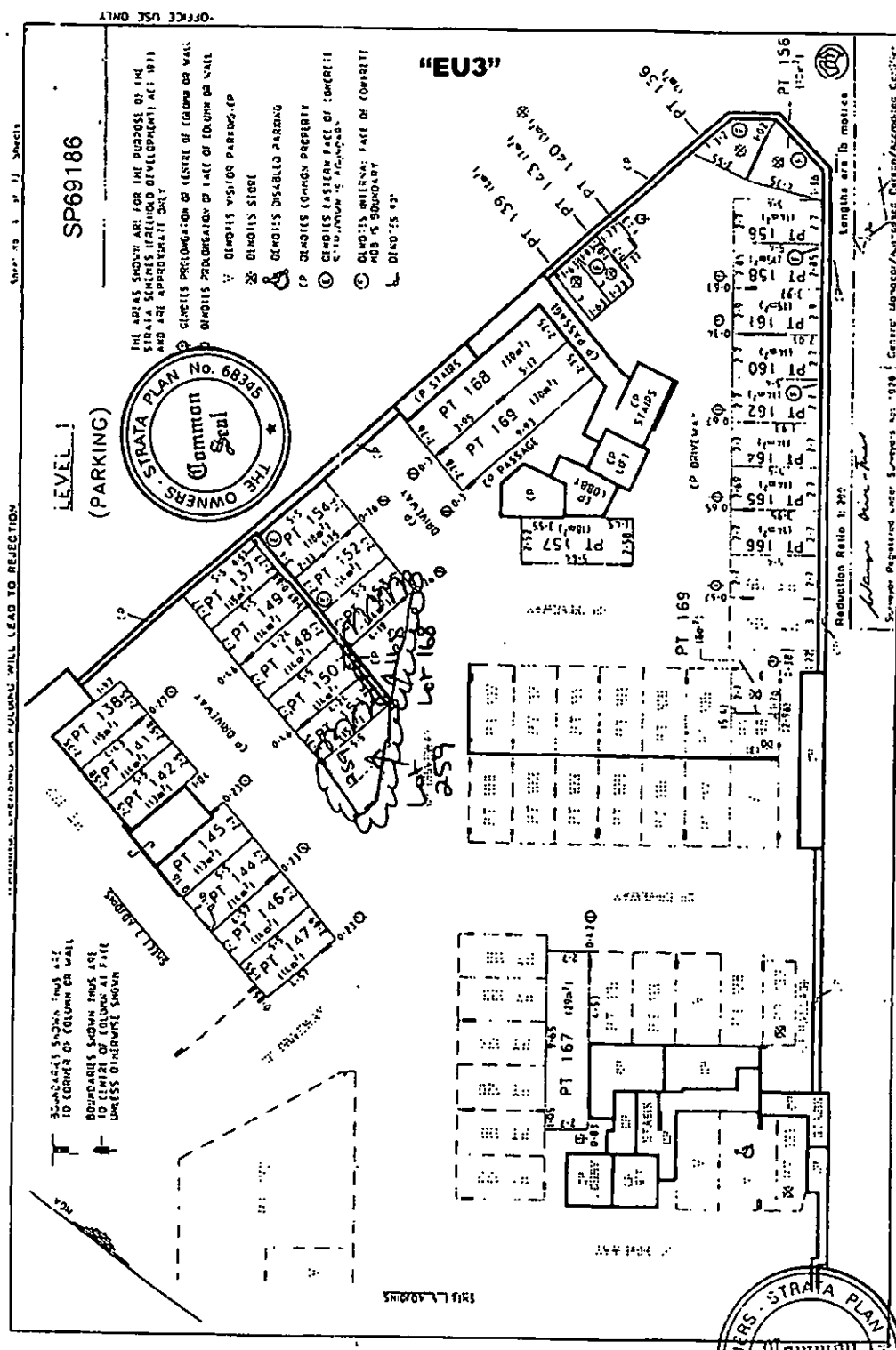
In this motion:

- (a) Proposed By-Law means the proposed "Special By-Law //X//" provided with the notice of the meeting at which this motion was considered.





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50 Special By-Law 2 (Installation of Child Window Safety Devices)

(1) Preamble

- (a)** This by-law is made pursuant to Division 2 of Part 7 to the Act.
- (b)** It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- (c)** Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the Owners Corporation with the power to:
 - (i)** install Child Window Safety Devices; and
 - (ii)** to impose conditions on the repair, maintenance and replacement of the Child Window Safety Devices.
- (d)** The Child Window Safety Devices will be installed on any openable window where:
 - (i)** the lowest window edge is less than 1(g) metres above the inside floor surface of the Lot; and
 - (ii)** when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (iii)** any legislative requirement that amends or replaces sub-clauses 1(d)(i) and/or (ii).

(2) Grant of Power

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows.

(3) Definitions & interpretation

(a) Definitions

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

- (i)** Act means the Strata Schemes Management Act 2015,
- (ii)** Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council,
- (iii)** Building means the building situated at 76-90 Bonar Street, Wolli Creek,
- (iv)** Child Window Safety Device means the installation of:
 - I** A device which allows a window to be locked with a maximum opening of 125mm;





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- II The installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - III Any legislative requirement that amends or replaces sub-clauses 3(a)(iv)(I) and/or (II), to Non-compliant Windows.
- (v) Non-compliant Window means any openable window in the building where:
- I The lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - II The drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - III Any legislative requirement that amends or replaces sub-clauses 3(a)(v)(I) and/or (II);
- (vi) Lot means any individual lot in strata plan 68345.
- (vii) Owner means owner of a Lot.

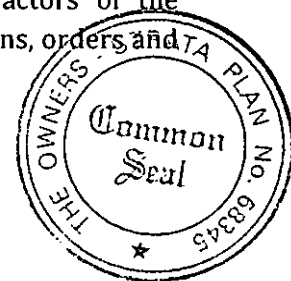
(b) Interpretation

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

- (i) the singular includes the plural and vice versa;
- (ii) any gender includes the other genders;
- (iii) any terms in the by-law will have the same meaning as those defined in the Act;
- (iv) references to legislation include references to amending and replacing legislation; and
- (v) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

(c) Installation of Child Window Safety Device

- (i) The Owners Corporation shall install a Child Window Safety Device to every Non-compliant Window.
- (ii) The Owners Corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the Owners Corporation comply with the said directions, orders and requirements.





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- (iii) The Owners Corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- (iv) The Owners Corporation must comply with the Home Building Act 1989 where relevant.
- (v) The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- (vi) The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- (vii) The Owners Corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.
- (viii) The Owners Corporation may meet by-law 4(a) by approving an Owner to install a Child Window Safety Device to every non-compliant window of the owners lot where that owner, and not the Owners Corporation, will incur the installation cost.

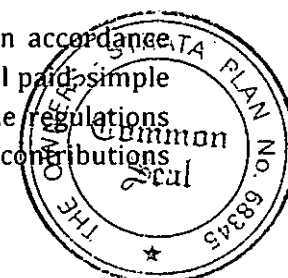
(d) Access

- (i) The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the Owners Corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:
 - I installing the Child Window Safety Devices; and
 - II determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- (ii) The Owners Corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 3(d)(i).

(e) Maintenance, Repair and Replacement

The Owners acknowledge and agree that:

- (i) They will reimburse the Owners Corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- (ii) The cost of repair and replacement, if not paid in accordance with the above clause of this by-law, will bear until paid simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions





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for another rate, that other rate, and the interest will form part of that debt.

(iii) The procedure by which maintenance and repair is to be carried out, is as follows:

I The Owners Corporation (or its duly authorised contractor), in accordance with its inspection under clause 3(e)(i), will inspect the Child Window Safety Device that requires repair or replacement;

II Upon determining that the Child Window Safety Device requires repair or replacement, the Owners Corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;

(iv) If the Owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the Owners Corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the Owners Corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.



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 68345 was affixed on ^ 4 April 2018 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature: Name: Andrew Uchino Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during
the initial period and when the common property title does not have a notification indicating the initial
period has been expired.



Strata Schemes Management Regulation 2016

Current version for 1 December 2021 to date (accessed 16 December 2021 at 9:47)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note—

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

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

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [*Disability Discrimination Act 1992*](#) of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—
- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

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

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

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

13 Cleaning windows and doors

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

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

- (3) In this by-law—

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

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

- (9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners

corporation.

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

- (5) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

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

18 Compliance with planning and other requirements

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

16 December 2021

Our Ref: Certificate No. 65235
Contact: Customer Service 1300 581 299

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

Council: Bayside
County: Cumberland
Parish: St George

Fee: 53.00
Receipt No: 4913119
Receipt Date: 16 December 2021
Your Ref: 18698:57591

PROPERTY: 236/18 LUSTY STREET, WOLLI CREEK NSW 2205

Lot 236 SP 69506

CT

Assessment No: 53971

Date: 16 December 2021



For
Meredith Wallace
General Manager

Rockdale Customer Service Centre
444-446 Princes Highway
Rockdale NSW 2216, Australia
ABN 80 690 785 443

Eastgardens Customer Service Centre
Westfield Eastgardens
152 Bunnerong Road
Eastgardens NSW 2036, Australia
ABN 80 690 785 443

T 1300 581 299 | 02 9562 1666
E council@bayside.nsw.gov.au
W www.bayside.nsw.gov.au

Postal address: PO Box 21, Rockdale NSW 2216



Telephone Interpreter Services - 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمه الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

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Notes: (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Bayside Local Environmental Plan 2021

State Environmental Planning Policy No 19	Bushland in Urban Areas
State Environmental Planning Policy No 33	Hazardous and Offensive Development
State Environmental Planning Policy No 50	Canal Estates Development
State Environmental Planning Policy No 55	Remediation of Land
State Environmental Planning Policy No 64	Advertising and Signage
State Environmental Planning Policy No 65	Design Quality of Residential Apartment Development
State Environmental Planning Policy	(Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy	(Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Infrastructure) 2007
State Environmental Planning Policy	(Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy	(State and Regional Development) 2011
State Environmental Planning Policy	(Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy	(Coastal Management) 2018
State Environmental Planning Policy	(Arncliffe and Banksia Precincts) 2018
State Environmental Planning Policy	(Primary Production and Rural Development) 2019
State Environmental Planning Policy	(Housing) 2021

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (only applies to land within the Georges River Catchment, referred to in Clause 2 of the Plan, being, in the Bayside Council area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci).

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

No Planning Proposal applies to the land.

- Draft State Environmental Planning Policy – Remediation of Land
- Draft Amendments to State Environmental Planning Policy (Three Ports) 2013
- Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2021

For more information or to determine whether these policies apply to your property, visit the Department of Planning and Environment website at www.planning.nsw.gov.au.

(3) The name of each development control plan that applies to the carrying out of development on the land.

Rockdale Development Control Plan 2011

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant local environmental plans

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- 2(a) the identity of the zone, whether by reference to a name or by reference to a number;**
- 2(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent;**
- 2(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent;**
- 2(d) the purposes for which the instrument provides that development is prohibited within the zone;**

The following zone or zones apply under the local environmental plan or deemed environmental planning instrument referred to in question 1 (1):

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure land uses are carried out in a context and setting to minimise impact on the character and amenity of the area.
- To enable residential development in accessible locations to maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home-based child care, Home occupations

3 Permitted with consent

Attached dwellings; Bed and Breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health service facilities; Home businesses; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat

buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Water recycling facilities; Water supply systems

4 Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any other development not specified in item 2 or 3

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed;

No development standards apply to the land that fixes minimum land dimensions for the erection of a dwelling house.

Note: The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

2(f) whether the land includes or comprises critical habitat;

The land **does not** include or comprise critical habitat.

2(g) whether the land is in a conservation area (however described);

The land **is not** in a conservation area.

2(h) whether an item of environmental heritage (however described) is situated on the land.

There is **no such item** situated on the land.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP); or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP); or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act;

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Not applicable

3 Complying development

- 1 The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*;
- 2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses; and
- 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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development **may be** carried out on the land under the above code.

Inland Code

Complying development **may be** carried out on the land under the above code.

Low Rise Housing Diversity Code

Complying development **may be** carried out on the land under the above code.

Rural Housing Code

Complying development **may be** carried out on the land under the above code.

Greenfield Housing Code

Complying development **may be** carried out on the land under the above code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development **may be** carried out on the land under the above code.

Housing Alterations Code

Complying development **may be** carried out on the land under the above code.

General Development Code

Complying development **may be** carried out on the land under the above code.

Commercial and Industrial Alterations Code

Complying development **may be** carried out on the land under the above code.

Container Recycling Facilities Code

Complying development **may be** carried out on the land under the above code.

Subdivisions Code

Complying development **may be** carried out on the land under the above code.

Demolition Code

Complying development **may be** carried out on the land under the above code.

Fire Safety Code

Complying development **may be** carried out on the land under the above code.

Notes:

(1) If a reference is made to “part of the land”, Complying Development **may be** carried out on the portion of the land not subject to such a restriction.

(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note 3: The land may be subject to Council’s *Contaminated Land Policy*. Consideration should be given to this policy prior to carrying out any development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*

The land **is not** subject to annual charges.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning the *Coal Mine Subsidence Compensation Act 2017*

The land **is not** so proclaimed.

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

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

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

(b) Any environmental planning instrument, or

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

(c) Any resolution of the council

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council; or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council;

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

Clause 6.1 of the Bayside Local Environmental Plan 2021 - Acid Sulfate Soils

Contaminated Land Policy

Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

7A Flood related development control information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes – *Bayside Local Environmental Plan 2021* applies to the land.

Yes – *Rockdale Development Control Plan 2011* applies to the land.

- (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.

Yes – *Bayside Local Environmental Plan 2021* applies to the land.

Yes – *Rockdale Development Control Plan 2011* applies to the land.

Note:

- (1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
 - (2) Council is not in a position to identify whether the information provided under Clause 7A relates to a current or future hazard as defined in Planning Circular PS 14-003.
-

Note: (1) Further information relating to flooding is available and will be provided in "Advice under Section 10.7 (5)" if a full certificate is purchased from the Council.

- (3) In this clause—
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.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The land **is not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land

Wolli Creek and Bonar Street Precincts Urban Renewal Area – Contributions Plan 2019
Rockdale Section 94A Development Contributions Plan 2008

Note: If land is within the former Rockdale City local government area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all development applications and applications for complying development certificates made prior to 1 June 2004.

9A Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

The land **is not** biodiversity certified land.

10 Biobanking agreements

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

The land **is not** subject to any such agreement.

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

The land **does not** contain a set aside area.

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land **is not** bush fire prone land.

12 Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, 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).

The land **is not** land to which a property vegetation plan applies.

13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the *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** subject to such an order.

14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

The land **is not** subject to any such directions.

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(i) the period for which the certificate is current; and

(ii) that a copy may be obtained from the head office of the Department; and

The land **is not** subject to any such certificate.

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

The land **is not** subject to any such statement.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate(schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid; and
- (b) that a copy may be obtained from the head office of the Department.

The land **is not** subject to any such certificate.

17 Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is current; and
- (b) that a copy may be obtained from the head office of the Department.

The land **is not** subject to any such certificate.

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

The land **is not** subject to any such statement.

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot;
- (2) The date of any subdivision order that applies to the land; and
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

The land **is not** so affected.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate; and
(Note: A site verification certificate sets out the Planning Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*)
- (b) the date on which the certificate ceases to be current (if any); and
- (c) that a copy may be obtained from the head office of the Department.

The land **is not** subject to any such certificate.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is **not** so listed.

21 Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with; and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (3) In this clause:
affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).
building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Council is **not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

Section 59(2) 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;

Not applicable

- (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;

Not applicable

- (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;

Not applicable

(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; and

Not applicable

(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.

Not applicable

[End of information under section 10.7 (2)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Bayside Local Environmental Plan 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1800 581 299.

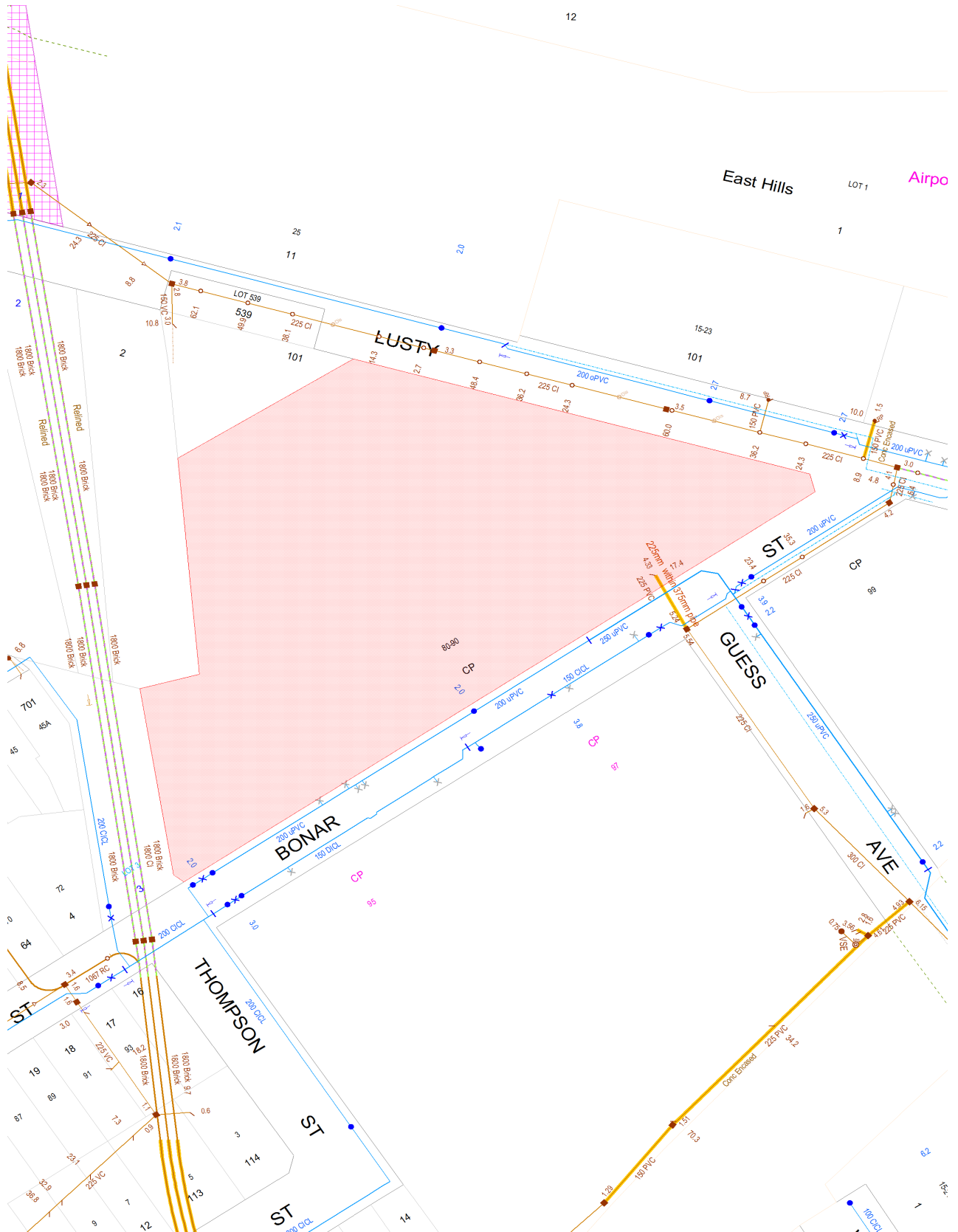
LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$133 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land

Service Location Print

Application Number: 8001323185



Document generated at 16-12-2021 03:00:50 PM

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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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Pipe Types

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

Further Information

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

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

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

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